#### FIRST SUPPLEMENT

To

ASSIGNMENT OF LEASE AND AGREEMENT

And
CHICAGO TRADING CORP.,
as Lessee ZAYRE THIRD REALTY CORP.,

SHAWMUT BANK OF BOSTON, N.A.

And

MAX GOLDSMITH, as Trustees

Dated as of October 1, 1985

Supplementing Assignment of Lease and Agreement Dated as of December 15, 1969

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FIRST SUPELEMENT

ASSIGNMENT OF LANGE AND ACREBMENT

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CHICAGO TRADING TORK

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MAX COLDSMITH, ass fruscees

Dated as of October 1, 1985

Supplementing Assignment of Least and Agreement Dated as of December 15, 1969

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THIS FIRST SUPPLEMENT TO ASSIGNMENT OF LEASE AND AGREEMENT, dated as of October 1, 1985 (herein called this Supplement), from ZAYRE THIRD REALTY CORP., a Delaware corporation (herein called Assignor), having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, and CHICAGO TRADING CORP., an Illinois corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, to SHAWMUT BANK OF BOSTON, N.A., as trusted (formerly, The National Shawmut Bank of Boston) (herein, together with its successors and assigns as such trustee, called the Trustee), having a corporate trust office at One Federal Street, Boston, Massachusetts 02211, and MAX GOLDSMITH (as successor individual trustee to W. B. Wadland), as individual trustee (hereinafter, together with his successors and assigns as such individual trustee, called ine Individual Trustee), having an address c/o the Trustee at One Federal Street, Scston, Massachusetts 02211, as trustees (herein, together with all separate crustees and co-trustees appointed as provided in Section 8.6 of the Original Indenture hereinafter referred to, collectively called the Trustees) under to Indenture of Mortgage and Deed of Trust, dated as of December 15, 1969, as supplemented by a Supplement to Indenture of Mortgage and Deed of Trust, dated as of December 15, 1970 (herein called the Original Indenture), between Assignor and the Trustees, as supplemented by a Second Supplement to Indenture of Mortgage and Deed of Trust, dated as of the date hereof (herein called the Second Supplemental Indenture).

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es bejeb. ANEXI SUCCEDENTAL TO COMMONSES OF TERRORISES FROM ROLL REST of October 1, 1985 therein called this displemental from TAYRE Third makety Crass, a Lelawire corporation through as is assignor, baying we addregs at 770 Cachistary Road, Fryalmcham, Herardhametta 01701, and CHICAGO TRADING CCRP. an illinois corporation Therein, together with Ent acrostion andobedding "bber ato ( b) ျားလေရပေါင် ( dawfou ) မေးကွေတော့ လည်းလိုက်သုံး လိုင်လိုက် မြိုင်းရှိနှိန်လေးရဲ့ န eubotancially on an entirecy, called London), having an address at A.T. Cochiliante Road, Frankisham, Masanchaseria (1701, 16 SEAMMET EAR is BOSTON Butty as bruster (Fermerly, The bet lower Sugmed Menk of Sout of thereis) leguling file encessors and assigns as such transported all all all additions and the configuration of having a norpogate trust office at the Secural Street, Beaton, Massachusetts CERT, and MAX COLOSMITH Lis encoussor (only bull trusted to W. W. Widdend), as individual trueses (secretarities, together with his successors and assigns og soch individual trustee, called the fourvidued Trustee), having an address afor the Tewarde At the Material Street, North, Americandette 32211, as trinteen (berein, together with all espaints trucked and co-bridgees applicated as provided in a retion d.6 of the Original Indenture hareinafter referred to, cullest & 'y salted the frances) under an indenture of Moregage and Mad of Tract dath at as of forecess 15, 14cf, as supplemented by a Sagillarent to Percuture of Nortgage am Bood of Trust, dated as of December? 15% 17th therein called the Original Lanchturel, between assignor and the True see, as shoulemented by a socient Supplement to Indicare of Markense and Dept. of Toure, dated on of the date being! (herein called the facend Supplemental Indenter-/.

#### PRELIMINARY STATEMENT

Assignor and Lessee entered into an Assignment of Lease and Agreement, dated as of December 15, 1969 (herein called the Original Assignment), from Assignor and Lessee to the Trustees, pursuant to which Assignor, as collateral security, assigned to the Trustees its rights, as lessor under a Lease Agreement, dated as of December 15, 1969 (herein called the Original Lease), between Assignor, as lessor, and Lessee, as lessee, of the Property described therein (herein called the Original Property), the land portion of which is described in Schedule A thereto. The Original Assignment was duly recorded in the office of the Illinois Recorder of Deeds for Cook County.

Assignor has purchased a certain parcel of land together with the improvements located thereon adjacent to the Original Property (the Additional Property), and Lessee has added certain alterations and additions to the Original Property and the Additional Property (the Additions) and in connection therewith Assignor and Lessee have entered into a First Supplement to Lease Agreement, dated as of the date hereof herein called the Lease Supplement). Pursuant to paragraph 19 of the Original Lease, Assignor may be reimbursed for its expenses incurred in connection with the purchase of the Additional Property and may reimburse Lessee for its expenses in turned or to be incurred in connection with the Additions. Assignor intends to finance the cost of purchasing the Additional Property and reimbursing Lessee through the issuance of its 11.50% Improvement Notes, Series C, due January 1, 2001 (the Series C Improvement Notes) in an aggregate principal amount not to exceed \$4,400,000 under and secured by the Original Indenture, as supplemented by the Supplemental Indenture. In order to fulfill the conditions for the issuance of the Series C Improvement Notes set forth in the Original Lease and the

#### PRESIDENCE TRANSMINISTE

Assignment, dated as of Secender L. 1962 (herein called the Original Assignment, dated as of Secender L. 1962 (herein called the Original Assignment), from Assigner and lessee to the Trustees pursuant to which Assigner, as colleteral receity, assigned to the Trustees its rights, as tessor under a lease Agreement, dated as of Secender 15, 1969 (herein valled the Original Lesse), herein Assigner, as lesser, and Lessee, as lesser, the the Property described therein (herein an assert Coperty), the land portion of which is described to Schedule A thereto. The Original Property), the land east duly recorded in the office of the different Cherce. The Original From the Cook County.

Assigned than unrelated a certain parget of land togother with the improvements Located thereon adjacent so t entriginal Property (the Additional Property), and beases bus added over it altergrious and additions to the driving Property and the Additional Property (the Additions) and in connection therewith sent good and tosact have entered into a First Supplement to bease Agreement, detail is of the date boreco (hereid chiled the heard Supplement). Personal to comprupe 10 of the Colliteral Lesing, Assignor may be reimburance for Stylespenses layered in commentation with the purchase of the Addirional Priperty and say relationed besses for its expenses induced or in be increed in connection with the additions. Assignor intends to Claude to Chance the cour of sarchaeing the Additional Property and reigh weing lessue through the issuence of its (1.50% laproveneut betwo, Series C. die January 1. 200) (that Series C Improvement Potes) in an aggregare principal amount not to expeed \$4,400,000 under old serviced by the Original Todontine, deskupplemented by the Supplemental Indentury. In scier to initial the conditions for the issuance of the Section C laprovement Moves sou forth in the Original Lense and the

Original Indenture and in order to induce the purchasers to purchase the Series C Improvement Notes, Assignor and Lessee are entering into the undertakings herein set forth.

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1. The term "Assignment" as used in the Original Assignment, as supplemented by this Supplement, shall, unless the context otherwise requires, mean the Original Assignment as amended and supplemented by this Supplement and as the same may be further amended and supplemented from time to time as permitted thereby.
- 2. The term "Indenture" as used in this Supplement and in the Original Assignment shall mean the Original Indenture, as amended and supplemented by the Second Supplemental Indenture, and as the same may be further supplemented and amended from time to time as permitted thereby.
- 3. The term "Lease" as used in this Supplement and in the Original Assignment shall mean the Original Lease, as amended and supplemented by the Lease Supplement and as further amended and supplemented from time to time as permitted thereby.
- 4. The term "Notes" as used in this Supplement and in the Original Assignment shall mean the Notes, as defined in the Original Assignment, together with the Series C Improvement Notes.
- 5. The Original Supplement is hereby amended by deleting Schedule A thereto in its entirety and by substituting in lieu thereof the Schedule A attached hereto.
- 6. Assignor, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, in furtherance of the covenants of the Indenture and as security for the payment of the principal of and premium, if any, and interest and all other sums

Original Indocess and in order to locare one parchasers to parchase the Series C. Improvement Mores, Assigning and Isshed are obtained into the undertakings behalf as forth.

NOW THEKEFORE, the parties bereto horeby agree as follows:

- (. The cere "Assignment" as used in the Original Assignment, as supplemented by this Supplement, while, unless the context otherwise requires, mean the Original Assignment as secured and supplemented by this functionant as secured as the same may be further on the supplemented from time to time as permitted thereby.
  - 2. The term "Inducture" as used to this Supplement and in the Original Assignment shall mean the Original Indenture, as amended and supplemented by the Second Supplemental Inducture, and as the same may be further supplemented and aronded from the ro-time as permitted teareby.
- I. The term "Leave" as us of in this Supplement and in the Original Assignment should make the Cripine Large, as emended and supplemented by the Leave Supplement and as large swended and supplement that to time to time as permitted thereby.
- 4. The term Moten" as used in this Supplement and in the Original Assignment;
  Assignment shall amout the Motes, as defined in the Original Assignment;
  together with the Series C improvement Motes.
- 5. The Uriginal Supplement is hereby amended by defecting Schedule A therefo in its entirery and by substituting in line thereof the Schedule A schedule A schedule between thereto.
- b. Assigner, in consideration of the promised and other prod and valuable consideration, the receipt of which is hereby acknowledged, in furtherance of the nevenants of the independent and as socurity for the payment of the principal of and promise, if any, and interest and all other simes

payable on the Notes, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, hereby confirms and agrees that Assignor has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Trustees (in the case of the Trustee, only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes of the Assignment) all of Assignor's estate, right, title and interest as lessor under the Lease, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, in the manuer and to the extent specified in the Assignment.

- 7. The Assignment is executed as collateral security, and the execution and delivery of this Supplement shall not in any way impair or diminish the obligations of Assignor under the Lease nor shall any of such obligations be imposed upon the Trustees.
- 8. Lessee consents to the provisions of this Supplement, and confirms its agreement to pay and deliver in the Trustees all rentals and other sums assigned to the Trustees pursuant to the Assignment, without offset, counterclaim, deduction, suspension, defense, abstement, deferment or diminution, and will not, for any reason whatsoever, seek to recover from the Trustees any moneys paid to the Trustees by virtue of the Assignment. Lessee agrees that all sums payable to the Trustees or either of them pursuant to the Assignment shall be forwarded in such a manner that the Trustees or either of them shall have "collected funds" on the date on which such sums are due and payable.
- 9. Assignor and Lessee hereby confirm that the Original Assignment, as supplemented and amended by this Supplement, shall be and remain in full force and effect with respect to the Lease.

payable on the Notes, and of all neaer sums payable under the indenture and the performance and observance of the provisions thereof, hereby confirm and agrees that Assigner has assigned, transferred, conveyed and ser over, and by these presents does assign, transfer, requery and set over, to the Trustee (in the case of the law of the section of its legal qualification and capacity under the laws of any particular noridities to receive and hold property therein for the purposes of the assignment) all of Assignor's extent powers, privileges, opered as inservanted because for the descent and other the capacities in the mainer and to the extent epocifies in the mainer and to the extent epocifies in the Masignment.

- 7. The Assignment is executed as coliateral security, and the execution and delivery of this Supplement shall not in any way impair or diminish the obligations of Assigner noder the Lease nor shall any of such obligations be imposed upon the Trusteen.
- 3. Lossed concrete to the providence of this Supplement, and confirms its agreement to pay and deliver to the Trustees all rentals and other sums agained to the finance. The finance of the Assignment, without offset, countered an evaluation, suspension, defense, abatement, defensent aviation, and vill not, for any reason whatsoever, seek to recover from the Trustees by virtue of the Assignment. Tessee agrees hat all sums payable to the Trustees by virtue of them pursuent to the Assignment shall be forwarded in such a monner that the Trustees or either of them pursuent of them and them highly have "collected funds" on the dotte on which such sums are due and payable.
- 9. Assignor and Lasace hereby confirm that the Original Assignment, as supplemented and amended by this supplement, shall be and remain in full dorce and offect with caspect to the Lease.

- 10. This Supplement is hereby made supplemental to and a part of the Original Assignment, and, except as expressly amended and supplemented by this Supplement, the Original Assignment is hereby ratified and confirmed in all respects.
- 11. The following is Schedule A referred to in this Supplement and is Property of County Clerk's Office hereby incorporated by reference herein.

to. In a supplement is nowing weak accordeniental to and a partical the. ordylant Assignment, and, except at supressly amended and supplemented by this Supplement, the Original lar surem is berein within and confirmed in all " · HIJOHUBBO

il. The tuttowing as Schedule A referred to in this Supplement and is

hereby indacpäreved by reference berein.

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#### SCHEDULE A

#### PROPERTY DESCRIPTION

THAT PART OF THE WEST 2/3 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF SAID SOUTH JEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH CAL SOUTH LINE OF THE NORTH 33 OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF 115TH STREET); THENCE EAST ALONG THE SOUTH LINE OF 115TH STREET, 1537.18 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 1217.79 FEET: THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 420 FEET AND AN ARC DISTANCE OF 529.45 FEET TO A POINT WHICH IS 959 FEET SOUTH FROM NORTH LINE OF SAID SOUTH WEST 1/4, AND 599.85 FEET, MEASURED PARALLEL WITH SAID NORTH LINE OF THE SOUTH WEST 1/4. WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE WEST ALONG A LINE WHICH IS 959 FEET SOUTH FROM AND PARALLEL WITH NORTH LINE OF SAID SOUTH WEST 1/4. (SAID PARALLEL LINE BEING TANGENT TO LAST DESCRIPED CURVE). A DISTANCE OF 1137.53 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE: THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE, A DISTANCE OF 926 FLET TO THE POINT OF BEGINNING, (EXCEPTING THOSE PARTS THEREOF TAKEN AND USED FOR 115th STREET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

> 24-21-300-008 P. 24-21-300-010 Central Avenue & 115th Street

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#### PROPERTY DESCRIPTION

THAT PART OF THE WEST U/S OF THE SOUTH WEST I/A OF SECTION 21, TOWNSHIP 37 MORTH, RANCE 13 FAST OF THE THIRD PRINCIPAL NER (BIAN BOUNDED AND DESCRIBED AS FOLLOWS: BECLINATING AT THE CHECKSCITION OF THE FAST CINE OF THE WEST IN PEET OF SAID SOUTH WEST 1/A CHAID EAST LINE ALSO BEING THE EAST LINE OF WINTHALL AVENUE) WITH THE SOUTH HIND OF THE SOUTH HE SAID SOUTH WIST LIG LEAD SOUTH CANE ALSO SEING THE COPIN LINE OF MISTELL MESTER, THEND LAST ALONG THE SOUTH LINE OF LISTE STREET, 1837.18 YEST TO AN DUTERSECTION WITH A LINE WAICH IS 200 FERT, NEASURED FREEENE CLIAREY, WEST FROM AND MALALLEL WITH THE KAST LINE OF THE SALD WEST OF THE SOUTH THAT THE SOUTH ON BAST DESCRIPTION A DISTANCE OF 1217, 79 FELT: THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE MORTH EAST, BAVING & SAURUS OF SOO FEEL SO, HE ARD DISTANCE OF SEPLAK FERT TO & ROLLY WHICH IS 859 CILI SOUTH EACH MARCH LIKE OF SAID SOUTH WAST LIFE AND SSP. 83 FEET, MEANUEED SAFAIER WITH SAID WORTH GIRL OF THE BOUTE WEST LYAS WEST PRON THE EAST ELVE OF MAIN WAST 272 OF THE SOUTH WEST 174; THEMCE WEST ALONG A LINK WHICH IS 989 FERS SOUTH JULY AND PARALLEL WITH NORTH LINE OF SAID SOURS WEST LIA, (SAID PARALLES LIVE ARING CAMORGE TO LAST DESCRIPLD CURES), A-DISTANCE OF HER. SE FEEL TO A FORMY ON THE HASE LINE OF CHARAL PATENCES THENCH NORTH ON THE BAST LINE OF CENTRAL AUGUSTA RESTANCE OF 925 FRET TO THE POINT OF ANGLOWING, CANCEPCING THOSE PARIS THURSOF TAKEN AND UNED FOR LISTE STREET AND CENTRAL AVENUED IN COUR COUNTY, THINNOIS.

201. 2 Joseph Secret All Street

IN WITNESS WHEREOF, Assignor and Lessee have caused this First Supplement to Assignment of Lease and Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized.

ZAYRE THIRD REALTY CORP., as Assignor

Ву:\_

Treasurer

Vice President

Attest:

Bv:

CHICAGO TRADING CORP.,

President

as Lessee

Bv

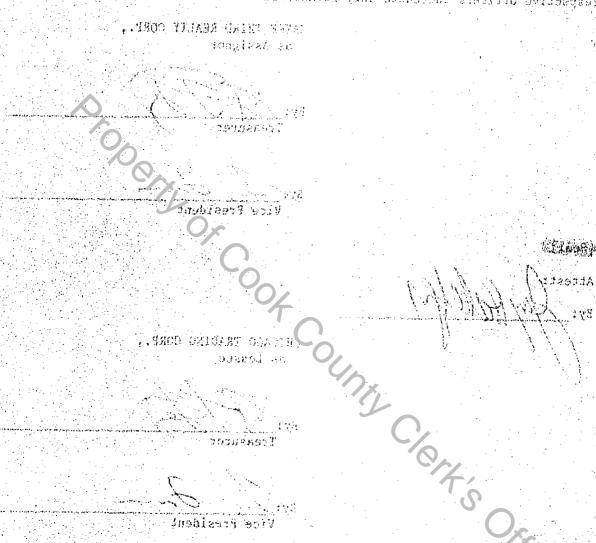
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Attest:

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Vice Fresident

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### UNOFFICIAL

#### CONSENT

The undersigned have hereunto set their hands and seals for the purpose of consenting to the foregoing First Supplement to Assignment of Lease and Agreement.

> SHAWMUT BANK OF BOSTON, N.A., as Trustee

[Seal]

Attest:

CORPORATE TRUST OFFICER

County Clark's Office

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The undersigned have hereunte set their bands and sadla for the purpose of encdenting to the foregoing first Supplement to Assignment of Lugard and hydresment.

BRAWER BANK OF MOSTON, N.A., LAN as Temptes

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[Illinois]

Commonwealth of Massachusetts )
) ss.:
County of Middlesex )

On this the day of November, 1985, before me, H. EURATST TOTO, the undersigned officer, personally appeared Arthur F. Loewy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of Zayre Third Realty Corp., a Delaware corporation, and that they, as such Treasurer and Vice President, being authorized so to do, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

M. FED DEAR REED Provide New York (1971) 100

[sichlill]

Commingues 1 th of Massachusetts County of Middlesex

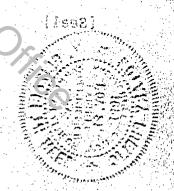
me y believed the the indecainned officer personally appeared Arthur F. Louwy and George Freeman who acknowledged themselves to be a Treasured and Vice President of Zarre Third Realtry Corp., a Delaware corporation, and that they cas such Treasurer and Vice President, being authorized to to do. executed the foregoing instrument on behalf of said Delaware componation for the purpose therein contrined, by signing the name of the Delaware correction by Chemielves as a Treasurer and Vice President.

> I hereinto set my hand and IN WITHESS WHEREOF. PL CONTSO

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My Commission Expines;

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[Illinois]

Commonwealth of Massachusetts ) ss.:
County of Middlesex )

On this the JON day of November, 1985, before me, M. TOLONSON Food, the undersigned officer, personally appeared Arthur F. Loewy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of Chicago Trading Corp an Illinois corporation, and that they, as such Treasurer and Vice President, being authorized so to do, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

Pic III (1914 Him) 1919 | Pic III (1915) By Commic Carlot, 1904 Apromior 21, 199

[ [Liltookili]

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	(		2925	albbim	County of

On this the thing day of November, 1965, before me, to the street, personally appeared Articl 7. Looky and Ceorge Freeman who acknowledged themselves to be a treasurer and Mise President of Essimilar ANTHUR PROPERTY OF THE COUPORACION, and that they are such Treasuret and Vice President, being authorized to ta do. executed the forequing instrument on besit of said Delaware corporation for the purpose therein contained, by signing the name of the Delawara comporation by themselves as a Treasurer and Vice Possident.

th withres were need I hereunto set my hand and

designations again

My Commission Expires:

Clarks

# UNOFFICIAL COPY [Illinois]

COMMONWEALTH	OF MASSACHUSETTS	) )	SS.:
COUNTY OF SUI	)		

On this the day of November, 1985, before me, Rul Masuret, the undersigned officer, personally appeared Kevin Constitution and knothern M. Sederauist who acknowledged themselves to be Authorized Officer and Corporate Trust Officer of Shawmut Bank of Boston, N.A., a Massachusetts corporation, and that they, as such phylogical officer and Corporate Trust officer, being authorized so to do, executed the foregoing instrument on behalf of said Massachusetts corporation for the purpose therein contained, by signing the name of the Massachusetts corporation by themselves as a Authorized Officer and Corporate Trust officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[Seal]

My Commision Expires:

PAUL MASURET
Notary Public
My Commission Expires February 6, 1992

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BUDGESSEAM TO WILLIAM WOOMOO

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COUNTY OF SUFFORE

en this this the description of the noderst goed officer, personally appeared the following control of the noderst goed of the personally who acknowledged country to the following the

IN WITHERS WHERENEY, I horresold ser my handrand

Notary Public

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PAUL MASURET Notary Public My Commission Explins: Fabruary 6, 1992

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# UNOFFICIAL COPY [III linbis]

COMMONWEALTH OF MASSACHUSETTS ) SS.: COUNTY OF SUFFOLK

I. Paul Masuret , a notary public residing in the county and state aforesaid, do certify that Max Goldsmith, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official real, this John day of November, 1985.

Notary Public

My commission expires:

My Commission Expires February 6, 1992

**UNOFFICIAL COPY** (eldnilli)

> COMMONWEALTS OF MASSALEUSETES COUNTY OF SUPFOLK

, a notary public realfing in the county and stone aforesaid, 36 certify chat Max Goldonikh, who is personally to me known; this day appeared before me presentily and did acknowledge that ha did sign, and activer the foregoing instrument of his own breakist and accord for the purposes therein . Someorgne bod bemen

and official seal, this light day of Movember, 1932, the and

Modary Public

gy contastion expires

PAUL MASURET Notary Public Wy Commission Expires February 6, 1692 CD

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