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COLLATERAL ASSIGNMENT OF REAL ESTATE LEASE (ILLINOIS)

87502614

This Collateral Assignment (this "Assignment") is made this 22 day of August, 1987, by American Steel Wool Mfg. Co., Inc. a New York corporation ("Assignor"), in favor of Glentel Capital Corp., a California corporation ("Secured Party").

1. Recitals. Secured Party and Assignor have entered into a financing arrangement under which Secured Party will be making loans to Assignor secured by liens on and security interests in, among other things, Assignor's accounts, inventory, and equipment. As a condition to Secured Party making such loans to Assignor, Assignor has also agreed to assign to Secured Party, and grant to Secured Party a lien on and security interest in, Assignor's interest as lessee under the Lease (as hereinafter defined), as additional security for the loans to Assignor. Therefore, to induce Secured Party to make such loans to Assignor, Assignor has executed and delivered this Assignment.

2. Definitions. For purposes hereof:

a. "Financing Documents" means all now existing or hereafter created agreements (including, without limitation, this Assignment), instruments and documents executed by Assignor or any other party creating, evidencing or securing any of Borrower's Obligations (as defined in the Loan and Security Agreement of even date herewith between Assignor and Secured Party), including all amendments thereto and replacements thereof.

b. "Lease" means the Lease attached hereto as Exhibit A, together with all amendments thereto or substitutions therefor.

c. "Leased Premises" means the real estate covered by the Lease and legally described in Exhibit B attached hereto, and all land appurtenances, fixtures and personal property from time to time covered by the Lease, together with replacements thereto and substitutions therefor.

3. Assignment and Security Interest. As security for the full and timely payment and performance of borrower's Obligations, Assignor hereby mortgages and assigns to Secured Party, and grants to Secured Party a security interest in, all right, title and interest of Assignor in and to the Lease and the Leased Premises (including without limitation Assignor's right to (i) receive any condemnation award, (ii) receive any insurance

87502614

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11/15/2010

State of Illinois
County of Cook
City of Chicago
Department of Public Health

On this day of November, 2010, I, the undersigned, being duly qualified, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the Department of Public Health, City of Chicago, Illinois:

For the purpose of this certificate, the following is a true and correct copy of the original as the same appears in the records of the Department of Public Health, City of Chicago, Illinois:

and the same is hereby certified to be a true and correct copy of the original as the same appears in the records of the Department of Public Health, City of Chicago, Illinois.

Witness my hand and the seal of the Department of Public Health, City of Chicago, Illinois, this 15th day of November, 2010.

By: [Signature]
[Title]
Department of Public Health, City of Chicago, Illinois

Property of Cook County Clerk's Office

proceeds, (iii) exercise any option to purchase the Leased Premises, and (iv) exercise any option to renew the Lease, under the terms of the Lease), and all proceeds thereof.

4. Covenants. Assignor covenants and agrees as follows:

a. To pay the rental provided in the Lease, to fully and promptly observe and perform all of the covenants of the lessee contained therein, and to promptly notify Secured Party of any failure of Assignor to do any of the foregoing;

b. To pay (or to make adequate provision for the payment of) all taxes, assessments and governmental charges that may become liens on any part of the Leased Premises, as they become due and before delinquency, to the extent such taxes, assessments and governmental charges are payable by Assignor under the terms of the Lease and to enforce Lessor's obligations under the Lease, if any, with respect to the same;

c. To keep the Leased Premises insured against fire and other hazards customarily covered under a fire insurance policy with extended coverage endorsement, in an amount not less than the full insurable value thereof, with an insurance company or companies acceptable to Secured Party and a loss payable clause in favor of Secured Party (to the extent such insurance is the responsibility of Assignor under the terms of the Lease) and to enforce Lessor's obligations under the Lease, if any, with respect to the same. Each such policy shall provide that it may be cancelled or non-renewed only upon at least 30 days prior written notice to Secured Party. Assignor shall furnish to Secured Party copies of such policies or insurance and certificates evidencing the loss payable clause in favor of Secured Party or a master policy showing same;

d. To keep the Leased Premises in good and usable condition;

e. Not to terminate or amend the Lease, or grant a security interest in, encumber or dispose of all or any portion of the Leased Premises, without the prior written consent of Secured Party;

f. To execute and deliver to Secured Party all financing statements, agreements, instruments and documents which Secured Party shall request from time to time, in form and substance satisfactory to Secured

Trial	Control	MCI	AD
1	85	75	65
2	88	78	68
3	90	80	70
4	92	82	72
5	95	85	75

20 2071 08 101 012001000000

1. 在 1990 年 12 月 31 日以前，
 2. 在 1990 年 12 月 31 日以前，
 3. 在 1990 年 12 月 31 日以前，
 4. 在 1990 年 12 月 31 日以前，

[illegible]

1. The first step in the process is to identify the problem. This involves gathering information about the situation and understanding the needs of the stakeholders.

2. Once the problem is identified, the next step is to develop a plan. This involves setting goals and determining the steps that need to be taken to achieve those goals.

3. The third step is to implement the plan. This involves putting the plan into action and monitoring progress.

4. The final step is to evaluate the results. This involves assessing the effectiveness of the plan and making adjustments as needed.

THE UNIVERSITY OF CHICAGO

[illegible]

THE *Journal of the American Medical Association* is a weekly publication of the American Medical Association, 535 North Dearborn Street, Chicago, Ill. 60610. It is published for the Association by the American Medical Association Publishing Company, 535 North Dearborn Street, Chicago, Ill. 60610. The *Journal* is published for the Association by the American Medical Association Publishing Company, 535 North Dearborn Street, Chicago, Ill. 60610. The *Journal* is published for the Association by the American Medical Association Publishing Company, 535 North Dearborn Street, Chicago, Ill. 60610.

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Party, to carry out and perfect the transactions contemplated herein; and

g. In the event that Assignor purchases any or all of the Leased Premises pursuant to any purchase option contained in the Lease, to promptly notify Secured Party of the same.

5. Assignor's Right to Possession. Notwithstanding the provisions of paragraph 3 above, Assignor shall retain all rights and obligations of the lessee under the Lease, including without limitation the right to possession of the Leased Premises, until a default hereunder.

6. Performance by Secured Party. If at any time during the term hereof Assignor shall fail, refuse or neglect to perform any of its obligations under the Lease or hereunder, Secured Party shall have the right, but not the obligation, to do the same upon notice to Assignor (or without such notice if reasonably necessary to avoid a termination of the Lease), but at the cost of Assignor, and in such event all amounts expended or obligations incurred by Secured Party in connection therewith, together with interest thereon at the rate provided in the Financing Documents, shall be repaid by Assignor to Secured Party upon demand.

7. Default; Remedies. In the event of:

a. A default or event of default by Assignor under the Financing Documents or any failure to pay when due any of Borrower's Obligations; or

b. The failure of Assignor to fully and promptly observe or perform any of the terms and conditions of this Assignment;

Secured Party may, at its election, without notice of such election and without demand, do any one or more of the following things and acts described herein, all of which are hereby authorized by Assignor:

(i) Declare Borrower's Obligations to be immediately due and payable;

(ii) Exercise any or all of the rights accruing to a secured party under the applicable Uniform Commercial Code or any other applicable law upon a default by a debtor;

(iii) Exercise any or all of its rights and remedies under the Financing Documents, including

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particular, and the fact that the *in vitro* and *in vivo* results are in good agreement, suggest that the *in vitro* model is a good approximation of the *in vivo* situation. However, the *in vivo* results are more convincing, because they are based on the actual situation in the body.

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Since the solution to the problem is provided, the student is not required to provide a response to the question.

$$-\frac{1}{\pi} \int_0^{2\pi} f(\theta) d\theta = 0 \quad \text{and} \quad \frac{1}{\pi} \int_0^{2\pi} f(\theta) e^{in\theta} d\theta = 0 \quad n=1, 2, \dots$$

1. The first step is to identify the problem. In this case, the problem is that the system is not working properly.

1. 1990年12月1日以前，在《民法通则》施行以前，即1986年4月1日以前，发生民事法律行为，适用行为发生时的法律。

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without limitation its rights to declare a default thereunder;

(iv) Take possession of and operate the Leased Premises under and pursuant to the Lease in Assignor's place and stead.

All rights and remedies hereunder and under the Financing Documents shall be cumulative and non-exclusive.

8. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Assignor agrees, to the full extent permitted by law, that in case of a default under paragraph 7 hereof, neither Assignor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Assignment or the absolute sale of Assignor's interest in the Lease and the Leased Premises or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Assignor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Lease and the Leased Premises marshalled upon any foreclosure of the lien hereof and agrees that Secured Party or any court having jurisdiction to foreclose such lien may sell Assignor's interest in the Lease and the Leased Premises in part or as an entirety. To the full extent permitted by law, Assignor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Assignment, on its own behalf, on behalf of any trust estate and all persons beneficially interested therein, and on behalf of each and every person, except judgment creditors of Assignor in its representative capacity and of the trust estate (if any), acquiring any interest in or title to the Lease or the Leased Premises subsequent to the date hereof.

9. No Assumption of Lease, Etc. Notwithstanding anything to the contrary contained herein:

a. All rights of Secured Party herein shall at all times be subject to the terms and provisions of the Lease and the rights of the lessor thereunder; and

b. Secured Party shall not, by reason of this Assignment, be deemed to have assumed or undertaken any of Assignor's obligations under the Lease.

10. Notices. All notices and other communications hereunder shall be in writing and shall be delivered personally or deposited in the United States mail, postage prepaid, addressed as follows:

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To Secured Party:

Glenfed Capital Corp.
Three First National Plaza
Suite 400
Chicago, Illinois 60602
Attention: James E. Harney and
Keith Lopez

To Assignor:

American Steel Wool Mfg. Co., Inc.
2825 W. 31st Street
Chicago, Illinois 60625
Attention: Norman Soep

Either party may designate any other address to which such notices and other communications are to be sent by notifying the other party in the manner provided above for the giving of notices.

11. Binding Effect. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

12. Choice of Law. This Assignment shall be deemed an Illinois contract and shall be interpreted under and be governed in all respects by the substantive laws of Illinois.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ATTEST:

AMERICAN STEEL WOOL MFG. CO.,
INC.

Charles D. Walsh
Title Secretary

By *Norman Soep*
Norman Soep, President

Witness:

Alexander Kravits
Edwin C. Jones Jr.

Accepted by Glenfed Capital Corp. this 18th day of August, 1987.

GLENFED CAPITAL CORP.

By *Randolph S. Kling*
Title Vice President

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IN SENATE
JANUARY 10, 1900

REPORT OF THE
COMMISSIONER OF THE
LAND OFFICE

RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS

AND TO THE
LANDS BELONGING TO
THE UNITED STATES

PREPARED BY
THE COMMISSIONER OF THE
LAND OFFICE

AND BY THE
COMMISSIONER OF THE
LAND OFFICE

AND BY THE
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Property of Cook County Clerk's Office

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CONSENT BY LESSOR

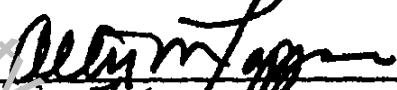
Lessor (a) consents to the execution and delivery by Assignor of the foregoing Assignment and the exercise by Secured Party of all or any of the rights granted thereby, (b) acknowledges that the copy of the Lease attached to said Assignment is a true and correct copy of the Lease, that the rental schedule set forth therein is still in effect and that lessee is not in default under the Lease, (c) agrees to send Secured Party, at the address set forth in paragraph 10 of said Assignment, a copy of each notice of default and other notice which Lessor gives under the Lease, and to advise Secured Party, at said address, of the exercise of any purchase, renewal or early termination option under the Lease, and (d) agrees to give Secured Party the right to cure any default under the Lease within 30 days after receipt by Secured Party of notice of such default and upon such cure and other compliance with applicable law to recognize Secured Party as lessee; provided, that nothing contained herein shall be deemed to relieve Assignor of any of its obligations under the Lease.

All defined terms used herein shall have the meanings provided in the foregoing Assignment.


ATTEST:

PRESCOTT REALTY CORPORATION


Title SECRETARY

By 
Title Treasurer

Witness:



87502614

[illegible]

Received 10 May 1994; accepted 14 July 1994

10/17/2014 11:00 AM

100-443881-100

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ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within Norman Soep and Charles Walker, who acknowledged to me that they are the President and Secretary of American Steel Wool Mfg. Co., Inc., a New York corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

WITNESS MY HAND AND OFFICIAL SEAL, this the 12th day of August, 1987.

Theresa Gimm
Notary Public

My Commission Expires:

7/23/88

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ACKNOWLEDGMENT

STATE OF ~~ILLINOIS~~ MASSACHUSETTS
COUNTY OF ~~COOK~~ WORCESTER

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. ROBERT SEPER and ALBERT M. TAPPA, who acknowledged to me that they are the SECRETARY and TREASURER of Prescott Realty Corporation and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

WITNESS MY HAND AND OFFICIAL SEAL, this the 10TH day of August, 1987.

Janice A. Roy
Notary Public

My Commission Expires:

COMMISSION EXPIRES
SEPTEMBER 17, 1993

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:

Karen Ruth Bieber, Esq.
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLUM & MORITZ, LTD.
Suite 3900
55 East Monroe Street
Chicago, Illinois 60603
(312) 332-2177

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SEPTEMBER 17, 1993
COMMISSION EXPIRES

Property of Cook County Clerk's Office

1993-09-17

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 23rd day of July, 1987 by and between Prescott Realty Corporation, an Illinois corporation having its principal office at Suite 1100, One Exchange Place, 9 Waldo Street, Worcester, Massachusetts 01608 ("Lessor"), and American Steel Wool Mfg. Co., Inc., a New York corporation having its principal office at 2825 West 31st Street, Chicago, Illinois 60623 ("Lessee").

W I T N E S S E T H :

Lessor is the owner of a certain parcel of real property hereinafter described; and

Lessee desires to lease an interest in said parcel pursuant to the terms of this Lease Agreement.

Based thereon and upon the mutual covenants and conditions herein contained, and for other other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Demised Premises. Lessor does hereby lease to Lessee and Lessee hereby takes from Lessor those certain premises (the "Premises") commonly known as 2825 West 31st Street, Chicago, Illinois 60623 and more fully described on Exhibit A attached hereto and made a part hereof. The Premises shall include all buildings and improvements thereon and easements and appurtenances thereto, and the right to use any and all parking facilities adjacent to the Premises, and all contiguous sidewalks, roads, alleys and means of ingress and egress, and all utilities of any type servicing the Premises.

2. Use. The Premises are to be used for general offices, manufacturing and such purposes as may be permitted by law.

3. Term. The term of this Lease (the "Term") shall be for a period of ten (10) years and two (2) days, commencing on July 30, 1987 and ending on July 31, 1997 (the "Termination Date"), with an option granted to Lessee to purchase the Premises at any time during the Term provided, however, that if Lessee has not exercised its option to purchase the Premises or Lessee has not been obligated to purchase the Premises under Sections 13, 14 or 16 hereof prior to the Termination Date, then Lessee shall be obligated to purchase the Premises on the Termination Date.

4. Delay in Commencement. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of

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NOTICE TO THE PUBLIC
The following information is being
provided for your information.
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The following information is being
provided for your information.

Any person who is found to be
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subject to the full force of the law.

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subject to the full force of the law.

the Premises to Lessee on said date, such failure shall not affect the validity of this Lease or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within ninety (90) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, and Lessee shall have no liability to Lessor. If Lessee cancels as hereinabove provided, Lessor shall return any moneys previously deposited by Lessee and the parties shall be discharged from all obligations hereunder.

5. Base, Additional and Supplemental Rent. Base, Additional and Supplemental Rent shall be paid as set forth and/or calculated in Exhibit B attached hereto and made a part hereof.

6. Additional Obligations. Lessee shall pay, when due to the parties entitled to payment thereof, as "Additional Obligations," Taxes (as hereinafter defined) and Expenses of Operation (as hereinafter defined). The Base Rent and the Additional Rent and Additional Obligations are sometimes herein collectively referred to as the "Rent."

Without limitation on other obligations of Lessee which shall survive the Term hereof, the obligations of Lessee to pay the Additional Obligations provided for in this Section 6 shall survive the expiration of the Term of this Lease. For any partial Calendar Year (as hereinafter defined) Lessee shall be obligated to pay only a pro rata share of the Additional Obligations, based on the number of the days of the Term of this Lease falling within such Calendar Year.

A. Definitions. As used in this Section 6, the terms:

i. "Calendar Year" shall mean each calendar year in which any part of the Term falls, through and including the year in which the Term expires.

ii. "Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Premises and ad valorem taxes, if any, for personal property taxes (including but not limited to taxes on leasehold improvements, trade fixtures, furnishings and equipment contained on the Premises). Should the State of Illinois or any political subdivision thereof or any other governmental authority having jurisdiction over the Premises (a) impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee which

Lessor shall be required to pay either by way of substitution for such real estate taxes and ad valorem personal property taxes or in addition to such real estate taxes and ad valorem personal property taxes, or (b) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Premises or personal property, all such taxes, assessments, fees or charges (hereinafter defined as "in lieu taxes") shall be deemed to constitute Taxes hereunder. Except as hereinabove provided with regard to "in lieu taxes," Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income or capital stock tax.

iii. "Expenses of Operation" shall mean all expenses, costs and disbursements (other than Taxes) of every kind and nature (determined for the applicable Calendar Year on an accrual basis) paid or incurred by Lessee in connection with the use, operation and repair of the Premises, including any structural changes or repairs, whether such disbursements are considered a factor of capitalization or an expense of operation, and all insurance premiums required to be borne by Tenant or borne by Lessor due to Tenant's failure to purchase such insurance premiums in a timely manner under Section 12 hereof.

7. Condition of Premises. By taking possession of the Premises, Lessee shall be deemed to have agreed that the Premises were, as of the date of taking possession, in good order, repair and condition.

8. Repairs. Lessee shall, at Lessee's own expense, at all times during the Term keep the Premises in the state of good order, repair and condition as exists on the date of this Lease, and Lessee shall promptly and adequately repair all damage, including structural damage, to the Premises after the date of this Lease. If the Lessee does not do so, Lessor may, but need not, make such repairs and replacements necessary, and Lessee shall promptly pay Lessor the cost thereof.

9. Alterations and Additions. Lessee shall not, without the prior written consent of Lessor, which shall not be unreasonably withheld, make any alterations, improvements or additions to the Premises. Lessee shall defend and hold Lessor harmless from all costs, damages, liens for labor, services or materials relating to such work, and defend and hold Lessor harmless from all costs, damages, liens and expenses related thereto.

10. Abandonment. Lessee shall not vacate or abandon the Premises at any time during the Term, and if Lessee shall

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It is the policy of the State of Illinois to provide for the care and support of its aged, infirm and disabled persons. This policy is embodied in the Illinois Pension Code, which provides for the payment of pension benefits to eligible persons. The Illinois Pension Code is administered by the Illinois Department of Public Welfare, which is responsible for the determination of eligibility for pension benefits and the payment of such benefits.

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abandon, vacate or surrender (whether at the end of the stated term or otherwise) the Premises, or be dispossessed by process of law or otherwise, at the option of Lessor any personal property belonging to Lessee and left on the Premises shall be deemed abandoned.

11. Assignment and Subletting. Lessee shall not assign this Lease or any interest therein, and shall not sublet the Premises or any part thereof or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises or any part thereof without the prior written consent of Lessor. Lessor shall not transfer or assign its interest in the Premises and/or this Lease without the prior written consent of Lessee. A consent to one assignment or subletting by either of the parties shall not be deemed to be a consent to any subsequent assignment or subletting. Notwithstanding the foregoing provision, Lessor shall not be deemed to have unreasonably withheld its consent to any such assignment unless and until the proposed assignee shall have specifically agreed to the provisions hereof requiring the purchase of the Premises by the Lessee as provided for by Section 21 hereof and the cancellation of that certain note evidencing indebtedness in the amount of Nine Hundred Sixty-one Thousand One Hundred Twenty-three Dollars (\$961,123.00) owed by Lessor to Lessee (the "Prescott Note") as part of the consideration for such purchase.

12. Insurance.

A. Waiver of Subrogation. Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessor and Lessee each agree to give to each insurance company which has issued or in the future may issue to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

B. Coverage. Lessee shall carry insurance, during the entire Term, insuring Lessee and Lessor, as their interests may appear, with terms, coverages and in companies satisfactory to Lessor and with such increases in limits as Lessor may from time to time reasonably request, but

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Letter to the Department of
to Secretary of Education, dated
February 1964, re: the
Department of Education.

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

initially Lessee shall maintain the following coverages in the following amounts:

i. in case of personal injury or death of any person or persons, not less than \$1,000,000 for each injury or death to a person, and \$3,000,000 for each incident involving personal injury or death to persons, and, in case of property damage, not less than \$1,000,000 for any one occurrence; and

ii. in case of fire, sprinkler leakage, malicious mischief, vandalism and other extended coverage perils, for the full insurable replacement value of the Premises, and all office furniture, trade fixtures, office equipment, merchandise and all other items of Lessee's property on the Premises; and

iii. in case of any loss, damage or expense to any boilers, steam boiler insurance on all steam boilers, pressure vessels and other such apparatus, including piping, in such amounts as Lessor may from time to time reasonably require.

Lessee shall, prior to the commencement of the Term, furnish to Lessor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least twenty (20) days prior written notice to Lessor and Lessee. Lessee shall furnish Lessor with certificates evidencing renewal of such coverage thirty (30) days prior to the expiration of any such insurance coverage. If Lessee fails to furnish Lessor with certificates evidencing renewal of insurance coverage, notwithstanding the provisions of Section 16b hereof, in order to protect the Premises and keep the Premises fully insured at all times, Lessor may, but need not, after giving reasonable notice to tenant of such failure to renew such insurance coverage, pay the costs of any insurance premiums, and Lessee shall reimburse Lessor upon presentment of the bill for such premiums.

13. Fire or Casualty. If the Premises shall be damaged by fire or other casualty, and if such damage does not render all or a material portion of the Premises untenable, then Lessee shall repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessee's reasonable control. If any such damage renders all or a material portion of the Premises untenable, Lessee shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the Lessor at any time within sixty (60) days after the date of such damage and Lessee shall be obligated to purchase the Premises in

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

JOHN W. COOK, Clerk of Cook County, Illinois.
Attest:
JOHN W. COOK, Clerk of Cook County, Illinois.
Attest:
JOHN W. COOK, Clerk of Cook County, Illinois.

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JOHN W. COOK, Clerk of Cook County, Illinois.

Property of Cook County Clerk's Office

accordance with Section 21b hereof. All insurance proceeds shall be and remain the property of Lessee.

14. Condemnation. If the Premises or any portion thereof shall be taken or condemned by any competent authority for any public or quasi-public use or purpose (a "Taking") and such Taking or change in configuration makes the Premises unusable for the use permitted by this Lease, then this Lease shall terminate and Lessee shall be required to purchase the Premises in accordance with Section 21b hereof, and Lessee shall be entitled to the entire condemnation award or in any judgment for damages caused by such Taking or change in configuration. In the event of a partial Taking which does not leave the Premises unusable for the use permitted by this Lease, Lessee shall be entitled to any condemnation award or judgment for damages caused by such partial Taking and Lessee shall restore the Premises to a useful condition.

15. Entry by Lessor. Lessor and its agents shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same. Lessor shall not unreasonably interrupt or interfere with Lessee's use and occupancy of the Premises.

16. Default. If any of the following events of default shall occur, to wit:

a. Lessee defaults in payment of any Base Rent, Additional Rent, Additional Obligations or any other sum required to be paid hereunder or any part thereof for more than five (5) days after written notice from Lessor indicating that such payment of Rent or other sum is past due.

b. Lessee defaults in the prompt and full performance of any other (i.e., other than payment of Rent or any other sum) covenant, agreement or condition of this Lease, and such other default shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee (unless such other default involves a hazardous condition, in which event it shall be cured forthwith), provided, however, that if the nature of Lessee's obligations (other than a hazardous condition) is such that more than thirty (30) days are required for performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and diligently prosecutes the same to completion.

c. Lessee abandons or vacates the Premises.

d. At any time during the term of this Lease, or prior thereto, there shall be filed by or against Lessee, in

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March 20 - Thursday

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Journal of Management Education, Vol. 26 No. 7, December 2002
DOI: 10.1177/0095687402238410

any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization of, or the appointment of a receiver or trustee of, all or a portion of Lessee's property, and within forty-five (45) days thereof Lessee fails to secure a discharge thereof, or Lessee makes an assignment for the benefit of creditors.

e. Any act which creates a mechanic's lien or claim therefor against the Premises is done or permitted to be done by Lessee, and the same is not released or otherwise provided for by indemnification satisfactory to Lessor within thirty (30) days thereafter, provided that Lessee shall have the right to contest the lien or claim so long as Lessee obtains a bond in favor of Lessor in the amount of the lien or claim and keeps the bond in full force until the condition is cured.

f. Any taking of possession of the assets of Lessee by any secured creditor of Lessee's, for purposes of a foreclosure, of all or substantially all of Lessee's assets in which such secured creditor holds a security interest.

Then, and in any such event, Lessor, besides other rights or remedies it may have, shall have the right, subject to the terms of that certain Intercreditor Agreement by and between Glenfed Capital Corporation and Lessor, of reentry and may remove all persons and property from the Premises, such property to be stored for the account of and at the expense and risk of Lessee. Lessee hereby waives all claims for damages which may be caused by the reentry of Lessor and taking possession of the Premises or removing or storing the furniture and property as herein provided, and will protect, defend, indemnify and hold Lessor harmless from any loss, costs or damages of Lessor thereby, and no such reentry shall be considered or construed to be a forcible entry.

No such reentry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. In the event Lessor elects to take possession of the Premises and terminate this Lease, Lessee shall be required to purchase the Premises as provided for in Section 21b hereof.

Nothing herein contained shall limit or prejudice the right of Lessor to provide for and obtain as damages by reason of any such termination of this Lease or of possession an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such termination takes place, whether or

not such amount be greater, equal to or less than the amounts of damages which Lessor may elect to receive as set forth above.

17. Nonwaiver. No waiver of any provision of this Lease shall be implied by any failure of Lessor to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver, and that one only for the time and in the manner specifically stated. No receipt of moneys by Lessor from Lessee after the termination of this Lease shall in any way alter the length of the Term or of Lessee's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given by Lessee prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

18. Rights Cumulative. All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

19. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform an obligation required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor in writing specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

20. Attorneys' Fees. In the event of any litigation or arbitration or any other action of Lessee or Lessor to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration shall pay to the successful party to such litigation or arbitration all costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if Lessor, without fault, is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify Lessor against and protect, defend, and save it harmless from all costs and expenses, including attorneys' fees, incurred by it therewith. Moreover, if Lessee, without fault, is made a party by Lessor to any litigation instituted by or against Lessor, Lessor shall indemnify Lessee against and protect, defend, and save it harmless from all costs and expenses, including attorneys' fees, incurred by it therewith.

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21. Purchase Option and Purchase Obligation.

a. Lessee shall have the right to purchase the Premises at any time during the Term hereof by giving Lessor written notice of exercise no later than sixty (60) days prior to the date of closing, which date shall be stated in Lessee's notice of exercise.

b. Lessee shall be obligated to purchase the Premises if and when there is a Taking, or Lessee or Lessor elects to terminate this Lease, as provided for in Sections 13, 14 and 16 hereof; or in the event that Lessee has not exercised its purchase option during the Term, then Lessee shall be obligated to purchase the Premises on the Termination Date.

c. The purchase price for the Premises shall be the fair market value, as determined by the parties on the date hereof, of Two Million Four Hundred Sixty-one Thousand One Hundred Twenty-three Dollars (\$2,461,123.00) less all amounts of Additional Rent paid to Lessor prior to the date of closing in accordance with Exhibit B. The method of payment for the balance of such purchase price shall be by crediting the outstanding amount of the Prescott Note to the balance of said purchase price (followed by the cancellation of such Note), with the remainder of such purchase price to be paid in immediately available funds in cash or by certified or cashier's check.

d. At such closing Lessor shall convey to Lessee by warranty deed good marketable title to the Premises free and clear of any liens, encumbrances or security interests, except for (i) liens for taxes not yet due and payable as of the date hereof, (ii) installments of special assessments not yet due and payable as of the date hereof, (iii) covenants, conditions and restrictions of record which are not violated by existing uses or improvements, do not interfere with the use or intended use of the Premises and do not adversely affect the merchantability of the title to the Premises, (iv) other title defects which do not interfere with the existing or intended use of the Premises and do not adversely affect the merchantability of title thereto, and (v) liens, encumbrances or security interests created by Lessee during the Term hereof.

Lessor shall pay for all state and county transfer taxes; Lessee shall pay for all local transfer taxes to record such warranty deed; Lessor shall pay the cost of all title reports, but not title insurance; and the parties shall prorate rent at the closing date and shall execute and deliver such other documents or instruments as are necessary or desirable to effect the closing of the purchase and sale.

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22. Brokers. The parties hereto acknowledge that no brokers represented the parties herein and that no other commissions are due to any brokers whatsoever on account of the transactions contemplated hereby.

23. Notice. Any notice from Lessor to Lessee or from Lessee to Lessor may be served personally or deposited in the United States mail, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

(a) If to Lessor: Prescott Realty Corporation
Suite 1100
One Exchange Place
9 Waldo Street
Worcester, Massachusetts 01608
Attn.: Mr. Tapper

with a copy to: J. Robert Seder
Seder & Chandler
339 Main Street
Worcester, Massachusetts 01608

or to such other person or such other address designated by notice sent by Lessor.

(b) If to Lessee: American Steel Wool Mfg. Co., Inc.
2825 West 31st Street
Chicago, Illinois 60623
Attn.: President

with a copy to: Sidney N. Herman
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601

or to such other address designated by notice sent by Lessee in a notice to Lessor.

Notice by mail shall be deemed to have been given when deposited in the United States mail as aforesaid.

24. Miscellaneous Provisions.

a. Time is of the essence of this Lease and each and all of its provisions.

b. The invalidity or the unenforceability of any provision hereof shall not affect or impair any other provisions.

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on the 19th of July, 1964, and the
same date of the 19th has not
yet been received by the recipient.

1. *How many people are there in your family?*
 2. *How many people are there in your class?*
 3. *How many people are there in your school?*
 4. *How many people are there in your country?*
 5. *How many people are there in your world?*

1. The Board of Directors of the Corporation shall have the right to elect and remove the President, Vice President, Secretary and Treasurer of the Corporation, and to elect and remove any other officers or directors of the Corporation.

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1. The first step is to identify the problem or goal. This involves understanding the current situation and what needs to be achieved.

[illegible]

LOCALS AND NEW PEOPLE: 1900-1910

DATE SENT 2009 06 01 09:00:00

THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS 60637

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c. The marginal headings and titles to the paragraphs of this lease are not a part of this Lease and shall have no effect upon the construction of or interpretation of any part hereof.

d. All of the representations and obligations of the parties hereto are contained herein, and no modification, waiver or amendment of this Lease shall be binding upon Lessor or Lessee unless in writing signed by both of the parties.

e. Nothing contained in this Lease shall be construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Lessor and Lessee, it being expressly understood and agreed that any act of the parties hereto shall not be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant or seller and purchaser under paragraph 23 hereto.

f. Upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease in recordable form for the purpose of recordation. Said memorandum, or short form, of this Lease shall describe the parties, the Premises, the Term of this Lease, the option to purchase the Premises, and shall incorporate this Lease by reference.

25. Representations and Warranties. Lessor and Lessee each represent to the other that each has full power and authority to execute this Lease and to make and perform the agreements herein contained. Lessor represents to Lessee that Lessor holds good and marketable title to the Premises and that the Premises have unqualified access to public roads, to all utilities, including electricity, sanitary and storm sewers, potable water, natural gas and other utilities used in the operation of Lessee's business.

26. Successors and Assigns. The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties hereto, and the terms "Lessor" and "Lessee" shall include the successors and assigns of either such party, whether immediate or remote.

27. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon complying with all of the obligations of Lessee hereunder and subject to the terms and provisions hereof, shall peaceably and quietly enjoy the Premises and Lessee's rights

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de la República de Colombia, en virtud de lo dispuesto en el artículo 109 de la Constitución Política de Colombia, y en el artículo 10 de la Ley 133 de 1994, se declara que el presente Decreto es obligatorio en todo el territorio de la República.

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Property of

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hereunder during the Term hereof without hindrance by Lessor or any persons claiming under Lessor.

28. Net Lease. It is the intention of the parties that this Lease shall be "net" to Lessor and that Lessee shall bear the entire cost of use and occupancy of the Premises, including the cost of insurance coverage and structural and non-structural repairs to the Premises.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease the day and year first above written.

LESSOR:

PRESCOTT REALTY CO.

By: Allen M. Laper

Title: Vice President

LESSEE:

AMERICAN STEEL WOOL MFG. CO., INC.

By: Wm. L. Laper

Title: PRESIDENT

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is hereby acknowledged by the undersigned

and the undersigned hereby acknowledges that the
said instrument is a true and correct copy of the
original instrument as the same appears from the
records of the County of Cook, Illinois.

Witness my hand and seal of office this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

6-2-2019

EXHIBIT A

A parcel of land in the North East quarter of the North West quarter of Section 36, Township 39 North, Range 13, East of the third principal meridian, described as follows: beginning at a point in the South line of the West 31st Street which is 33 feet South of the North line of the North West quarter of said Section 36, said point being 246.09 feet West of the West line of South California Avenue, said West line of South California Avenue being 33 feet West of the East line of the North West quarter of said Section 36; thence South on a line parallel to the West line of South California Avenue, a distance of 333.69 feet to a point; thence in a South Westerly direction along the arc of a circle having a radius of 211.94 feet convex to the South East tangent to the last described straight line, a distance of 236.95 feet to a point; thence South easterly on the radial line of the last described arc of a circle, a distance of 24.13 feet to a point in a line 100 feet Northerly of (measured at right angles) and parallel to the Northerly right of way line of the sanitary district of Chicago; thence South Westerly along said line 100 feet Northerly of and parallel to the Northerly line of the right of way of the sanitary district of Chicago, a distance of 200.34 feet to a point; thence North on a line parallel to the said West line of South California Avenue, a distance of 618.7 feet to a point in the said South line of West 31st Street; thence East along the said South line of West 31st Street, a distance of 295.00 feet to the point of beginning (excepting however from the premises above described that certain parcel of land described as follows: commencing at a point in the South line of West 31st Street which is 33 feet South of the North line of the North West Quarter of Section 36, said point being 246.09 feet West of the West line of South California Avenue, said West line of South California Avenue being 33 feet West of the East line of the North West quarter of said Section 36; thence south parallel to the West line of South California Avenue, a distance of 333.69 feet to a point; thence in a South Westerly direction along the arc of a circle having a radius of 211.94 feet convex to the South East tangent to the last described straight line, a distance of 236.95 feet to a point; thence South Easterly on the radial line of the last described arc of a circle a distance of 1.85 feet which is the point of beginning; thence continuing in a South Easterly direction along the said radial line of the last described arc of a circle, a distance of 22.28 feet to a point in a line 100 feet Northerly of (measured at right angles) and parallel to the Northerly right of way line of the sanitary district of Chicago; thence South Westerly along said line 100 feet Northerly of (measured at right angles) and parallel to the Northerly line of the right of way of the sanitary district of Chicago, a distance of 200.34 feet to a point; thence North in a line parallel to the said West line of South California Avenue, a distance of 8.36 feet to a point; thence a North Easterly direction in a straight line, a distance of 196.09 feet to the point of beginning), in Cook County, Illinois.

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EXHIBIT B

1. Base Rent. Base Rent shall be equal to one-twelfth (1/12) of the amount arrived at by multiplying \$1,200,000.00 (less all Additional Rent previously paid) by the percentage determined by adding the so-called Prime Rate of interest at Glenfed Capital Corp. ("Glenfed") of its successor plus two and one-half percent (2 1/2%). Said Prime Rate plus two and one-half percent (2 1/2%) is hereafter referred to as the "Percentage Factor." The calculation of the Percentage Factor shall be made as at July 1st in each year, to be effective for the next succeeding twelve (12) month period of the Term which commences on the next August 1 and ends as at July 31st, based upon the Prime Rate of interest at Glenfed as at each such July 1st.

2. Additional Rent.

a. During each of the first four (4) months of the Term, the monthly Additional Rent shall be zero.

b. During each of the eight (8) months, being months five (5) through twelve (12), of the Term, the monthly Additional Rent shall be \$15,000.

c. During each of the final one hundred eight (108) months of the Term, the monthly Additional Rent shall be \$10,000.

3. Supplemental Rent. During each of the one hundred twenty (120) months of the Term, the Supplemental Monthly Rent shall be \$7,008.19.

4. The First Twelve (12) Months' Rent
Calculated Pursuant to Paragraphs 1,
2 and 3 of this Exhibit B (Glenfed Prime
Rate as at July 1, 1987 = 8.25 percent).

| <u>Month</u> | <u>Base Rent</u> | <u>Additional Rent</u> | <u>Supplemental Rent</u> |
|--------------|------------------|------------------------|--------------------------|
| 8/87 | ---- | ---- | 7,008.19 |
| 9/87 | 10,750.00 | ---- | 7,008.19 |
| 10/87 | 10,750.00 | ---- | 7,008.19 |
| 11/87 | 10,750.00 | ---- | 7,008.19 |
| 12/87 | 10,750.00 | 15,000.00 | 7,008.19 |
| 1/88 | 10,615.63 | 15,000.00 | 7,008.19 |
| 2/88 | 10,481.25 | 15,000.00 | 7,008.25 |
| 3/88 | 10,346.88 | 15,000.00 | 7,008.25 |
| 4/88 | 10,212.50 | 15,000.00 | 7,008.25 |
| 5/88 | 10,078.13 | 15,000.00 | 7,008.25 |
| 6/88 | 9,943.75 | 15,000.00 | 7,008.25 |
| 7/88 | 9,809.38 | 15,000.00 | 7,008.25 |

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and to address the following issues:

1. What are the current trends in the use of the Internet for business?
2. How can businesses leverage the Internet to improve their operations?
3. What are the challenges of doing business on the Internet?
4. How can businesses overcome these challenges?

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1972-1973

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1992

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EXHIBIT B

A parcel of land in the North East quarter of the North West quarter of Section 36, Township 39 North, Range 13, East of the third principal meridian, described as follows: beginning at a point in the South line of the West 31st Street which is 33 feet South of the North line of the North West quarter of said Section 36, said point being 246.09 feet West of the West line of South California Avenue, said West line of South California Avenue being 33 feet West of the East line of the North West quarter of said Section 36; thence South on a line parallel to the West line of South California Avenue, a distance of 333.69 feet to a point; thence in a South Westerly direction along the arc of a circle having a radius of 211.94 feet convex to the South East tangent to the last described straight line, a distance of 236.95 feet to a point; thence South easterly on the radial line of the last described arc of a circle, a distance of 24.13 feet to a point in a line 100 feet Northerly of (measured at right angles) and parallel to the Northerly right of way line of the sanitary district of Chicago; thence South Westerly along said line 100 feet Northerly of and parallel to the Northerly line of the right of way of the sanitary district of Chicago, a distance of 200.34 feet to a point; thence North on a line parallel to the said West line of South California Avenue, a distance of 618.7 feet to a point in the said South line of West 31st Street; thence East along the said South line of West 31st Street, a distance of 295.00 feet to the point of beginning (excepting however from the premises above described that certain parcel of land described as follows: commencing at a point in the South line of West 31st Street which is 33 feet South of the North line of the North West Quarter of Section 36, said point being 246.09 feet West of the West line of South California Avenue, said West line of South California Avenue being 33 feet West of the East line of the North West quarter of said Section 36; thence south parallel to the West line of South California Avenue, a distance of 333.69 feet to a point; thence in a South Westerly direction along the arc of a circle having a radius of 211.94 feet convex to the South East tangent to the last described straight line, a distance of 236.95 feet to a point; thence South Easterly on the radial line of the last described arc of a circle a distance of 1.85 feet which is the point of beginning; thence continuing in a South Easterly direction along the said radial line of the last described arc of a circle, a distance of 22.28 feet to a point in a line 100 feet Northerly of (measured at right angles) and parallel to the Northerly right of way line of the sanitary district of Chicago; thence South Westerly along said line 100 feet Northerly of (measured at right angles) and parallel to the Northerly line of the right of way of the sanitary district of Chicago, a distance of 200.34 feet to a point; thence North in a line parallel to the said West line of South California Avenue, a distance of 8.36 feet to a point; thence a North Easterly direction in a straight line, a distance of 196.09 feet to the point of beginning), in Cook County, Illinois.

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Property of Cook County Clerk's Office

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DEPT-01
170003
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COOK COUNTY RECORDER
\$34.80

Return to:

Goldberg Kohn, et al.
55 E. Monroe
Ste. 3900

Chicago, Illinois 60603

Attention: Lisa R. Stratton

34-
MAIL