

# UNOFFICIAL COPY

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## THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT dated as of May 1, 1991, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283 (the "Mortgagor"), THE EDGE VENTURE, an Illinois partnership (the "Beneficiary"), FCLS PULASKI PARTNERSHIP, an Illinois partnership, and DAVIDOLA VENTURE, an Illinois partnership (collectively, the "Partners"), ROBERT L. STOVALL, NORMAN O. STAVA, STEPHEN L. SCHLADER, MICHAEL M. MULLEN and DAVID R. KAHNWEILER (collectively, the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

### WITNESSETH:

WHEREAS, the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Commitment Letter dated May 1, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;
- (ii) Mortgage Note dated May 1, 1989 (the "Note"), from the Mortgagor to the Bank in the principal amount of \$7,000,000;
- (iii) Mortgage and Security Agreement dated as of May 1, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199873;

#### Permanent Index Numbers:

12-27-300-030  
 12-27-300-032  
 12-27-300-033  
 12-27-300-034  
 12-27-300-035  
 12-27-300-036  
 12-27-300-044

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.  
 Elizabeth P. Strand, Esq.  
 Seyfarth, Shaw, Fairweather  
 & Geraldson  
 55 East Monroe Street  
 Suite 4200  
 Chicago, Illinois 60603

#### Address of Premises:

2553 North Edgington Avenue  
 Franklin Park, Illinois

333

Unit of 71-91-840 Deed

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(iv) Assignment of Rents and Leases dated as of May 1, 1989, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 4, 1989, as Document No. 89199980;

(v) Security Agreement dated as of May 1, 1989, from the Beneficiary to the Bank;

(vi) Security Agreement (Motorola Contract) dated as of May 1, 1989, from the Beneficiary to the Bank;

(vii) Irrevocable Right to Approve dated as of May 1, 1989, from the Beneficiary to the Bank; and

(viii) Guaranty of Payment and Performance dated as of May 1, 1989, from the Beneficiary, the Partners and the Individual Guarantors to the Bank; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of May 8, 1989 (the "First Modification"), by and among the Mortgagor, the Beneficiary, the Partners, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 5, 1989, as Document No. 89253349, and the Modification Agreement dated as of November 1, 1990 (the "Second Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 15, 1991, as Document No. 91023016 (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

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Section 2. Extension of Maturity. The maturity date of the loan evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby further extended from May 1, 1991, to October 15, 1991, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "May 1, 1991" is hereby changed to "October 15, 1991" each time it appears in the Documents, as modified and amended by the Previous Modifications.

Section 3. Deletion of Provisions Relating to Use of Net Income to Pay Debt Service. Paragraph 3(d) of the Commitment, relating to the application of Net Income to pay interest and principal on the Loan, is hereby deleted therefrom in its entirety. The corresponding provision appearing as the third grammatical paragraph of the Note will not be included in the Amended and Restated Mortgage Note provided for in Section 4(b) hereof.

Section 4. Addition of Libor Rate Option. (a) The following new grammatical paragraph is hereby added to paragraph 2 of the Commitment at the end thereof:

The Mortgagor shall have the option from time to time, in the manner provided in the promissory note evidencing the Loan, to convert the interest rate on the Loan from the above-described rate based on the Bank's prime rate to a rate based on the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Bank, calculated as provided in said promissory note.

(b) In order to provide for the option referred to in Section 4(a) above, the Mortgagor shall execute and deliver to the Bank, and the Bank shall accept, an Amended and Restated Mortgage Note in the form attached to this Agreement as Exhibit B, which Amended and Restated Mortgage Note shall supercede and replace the Note effective as of the date of this Agreement. From and after the execution and delivery of the said Amended and Restated Mortgage Note, all references in the Documents to the "Note" shall be deemed to be references to the said Amended and Restated Mortgage Note.

(c) The following new sentence is hereby inserted into Section 2.1 of the Mortgage immediately following the fourth sentence therein:

The Mortgagor has the option from time to time in the manner provided in the Note to convert the interest rate on the Note from a rate based on the Mortgagee's Prime Rate to a rate based on the rate at which dollar deposits are offered in

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immediately available funds in the London Interbank Market to the Mortgagee, calculated as provided in the Note.

Section 5. Adjusted Cash Flow Reserve. The Mortgagor and the Beneficiary shall deposit with the Bank, on the 15th day of each month, commencing September 15, 1991, an amount (a "Cash Deposit") equal to the difference, if any, between the "Adjusted Cash Flow" (as defined below) for the month preceding such month, and \$5,000. For purposes of calculating each Cash Deposit, the term "Adjusted Cash Flow" shall mean, for any period, all income of the Mortgagor and the Beneficiary for such period, including, without limitation, rental income from the Premises for such period (including payments by tenants as payment or reimbursement of operating expenses) minus (i) operating expenses of the Premises for such period, including but not limited to real estate taxes, common area maintenance, utilities, insurance and management fees, but not including depreciation and amortization, and (ii) interest on the Loan; all as determined in accordance with generally accepted accounting principles consistently applied. For purposes of calculating Adjusted Cash Flow, operating expenses paid to Partners, the Individual Guarantors and related or affiliated entities shall be limited to the amount which would be paid to unaffiliated third parties for such operating expenses under comparable circumstances. Each Cash Deposit shall be deposited into and held in an interest bearing cash collateral account at the Bank (the "Cash Collateral Account"), which Cash Collateral Account shall be pledged to the Bank as additional security for the Loan pursuant to the Bank's standard form of Pledge of Deposit or Account from time to time in effect. Additional amounts may be deposited into the Cash Collateral Account pursuant to the terms of Section 7 of this Agreement. Amounts on deposit in the Cash Collateral Account shall be invested in an interest bearing money market account at the Bank. The Mortgagor and the Beneficiary hereby grant to the Bank a security interest in the Cash Collateral Account, and for such purpose this Agreement is intended to be a security agreement under the Illinois Uniform Commercial Code. The Mortgagor and the Beneficiary shall execute such financing statements, continuation statements and other documents as shall be requested by the Bank to create, perfect and continue the perfection of such security interest. Provided that no default exists in the making of any payment to the Bank required by the Documents, and that no "event of default" (as defined in the Documents) exists under any of the Documents, amounts from time to time on deposit in the Cash Collateral Account may be withdrawn therefrom from time to time by the Beneficiary and used for any purpose related solely to the Premises. No amount so withdrawn from the Cash Collateral Account shall be directly or indirectly distributed by the Beneficiary to any of its partners. Each withdrawal from the Cash Collateral Account shall constitute a representation and warranty by the Beneficiary to the Bank that the moneys withdrawn will be used for purposes related solely to the Premises. Upon the occurrence of an "event of default" (as defined in the Documents) under any of the

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Documents, the Bank shall have the right to apply the Cash Collateral Account to all amounts due to the Bank under the Note and the other Documents.

All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 5.

Section 6. Monthly Cash Flow Statement. Commencing on September 15, 1991, the Mortgagor and the Beneficiary shall deliver to the Bank, on or prior to the 15th day of each month, a statement of the Adjusted Cash Flow (as defined in Section 5 of this Agreement) for the preceding month, which statement shall be certified by the Beneficiary and in a form acceptable to the Bank in its reasonable discretion, and all of the Documents are hereby modified and amended accordingly.

Section 7. Payments Under Guaranty of Champion Technologies, Inc. Leases. (a) Reference is made to (i) the Interim Lease Agreement dated December 12, 1988 (the "Interim Lease"), by and between Motorola, Inc., a Delaware corporation ("Motorola"), as landlord, and Champion Technologies, Inc., a Delaware corporation ("Champion"), as tenant, which Interim Lease was assigned by Motorola to the Mortgagor; (ii) the Industrial Building Lease dated December 12, 1988, by and between Motorola, as landlord, and Champion, as tenant, as amended by the Amendment to Industrial Building Lease dated May 3, 1988, by and among Motorola, the Mortgagor and Champion (the "Champion Lease"), which Champion Lease was assigned by Motorola to the Mortgagor; and (iii) the Guaranty of Lease dated as of May 4, 1989 (the "Motorola Guaranty"), from Motorola to the Mortgagor, pursuant to which Motorola guarantees to the Mortgagor the payment of certain amounts payable under the Interim Lease and the Champion Lease. The Mortgagor and the Beneficiary hereby pledge and assign to the Bank, and grant a security interest to the Bank in, all rights of the Mortgagor and the Beneficiary in, to and under the Motorola Guaranty and all amounts payable thereunder, and all proceeds thereof, and for such purpose this Agreement is intended to be a security agreement under the Illinois Uniform Commercial Code. The Mortgagor and the Beneficiary shall execute such financing statements, continuation statements and other documents as shall be requested by the Bank to create, perfect and continue the perfection of such security interest.

(b) Without limitation on the provisions of Section 7(a) hereof, all amounts which shall become payable to the Mortgagor and/or the Beneficiary under the Motorola Guaranty shall be deposited into and held in the Cash Collateral Account created under Section 5 of this Agreement. In order to assure the deposit of amounts payable under the Motorola Guaranty into the Cash Collateral Account, the Mortgagor and the Beneficiary shall, contemporaneously with the execution and delivery of this Agreement, execute and deliver to Motorola an irrevocable written direction, in the form attached hereto as Exhibit C, to pay all amounts which become

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payable under the Motorola Guaranty directly to the Bank. The Bank shall consent to the withdrawal of such direction at such time as all obligations of the Mortgagor and the Beneficiary to the Bank under the Note and the other documents shall have been fully paid and performed.

(c) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 7.

Section 8. Extension Fee. As a condition to the extension of the maturity date of the Loan provided for herein, on the date of the execution and delivery of this Agreement, the Mortgagor and the Beneficiary shall pay to the Bank a nonrefundable extension fee in the amount of \$20,000.

Section 9. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 10. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor, the Beneficiary, the Partners and the Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 11. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, the Partners and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 12. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

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Section 13. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 16. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 17. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 19. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., as successor to LaSalle National Bank, in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National

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Trust, N.A., as successor to LaSalle National Bank, on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, as Trustee as aforesaid and not personally

By *Barbara Callan*  
Title: \_\_\_\_\_

Assistant Vice President

(SEAL)

Attest:

*[Signature]*  
Title: ASSISTANT SECRETARY

THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois partnership, Partner

By *[Signature]*  
Robert L. Stovall, Duly Authorized Partner

By Davidola Venture, an Illinois partnership, Partner

By *[Signature]*  
David R. Kahnweiler, Duly Authorized Partner

FCLS PULASKI PARTNERSHIP, an Illinois partnership

By *[Signature]*  
Robert L. Stovall, Duly Authorized Partner

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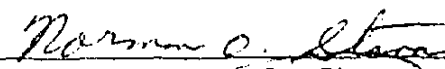
DAVIDOLA VENTURE, an Illinois partnership

By 

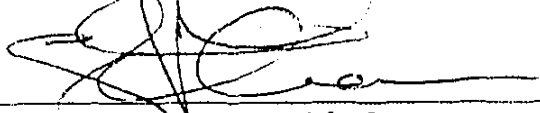
David R. Kahnweiler, Duly Authorized Partner




Robert L. Stovall



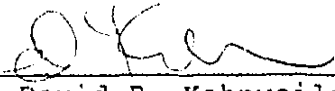
Norman O. Stava



Stephen L. Schlader




Michael M. Mullen



David R. Kahnweiler

THE NORTHERN TRUST COMPANY

By 

Title: *Vice President*

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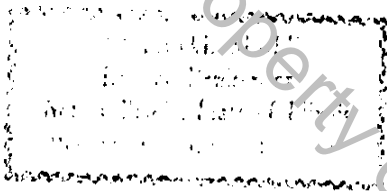
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 5 day of September, 1991, by Rosemary Collins and William H. Diller, Assistant Vice President and Assistant Secretary, respectively, of LaSalle National Trust, N.A., a national banking association, successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283, on behalf of said Trustee.



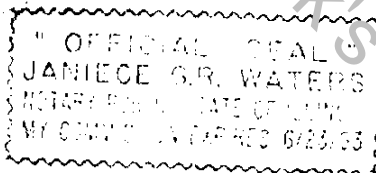
Janet A. Denny  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 5 day of September, 1991, by Robert L. Stovall, duly authorized partner of FCLS Pulaski Partnership, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.

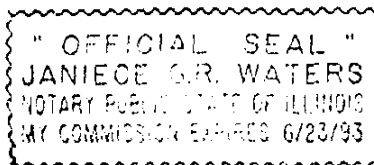
Janiece G.R. Waters  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



The foregoing instrument was acknowledged before me this 6 day of September, 1991, by David R. Kahnweiler, duly authorized partner of Davidola Venture, an Illinois partnership, a partner of The Edge Venture, an Illinois partnership, on behalf of said partnerships.

Janiece G.R. Waters  
Notary Public



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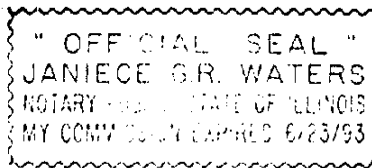
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 5 day of September, 1991, by Robert L. Stovall, Norman O. Stava, Stephen L. Schlader, Michael M. Mullen, and David R. Kahnweiler.

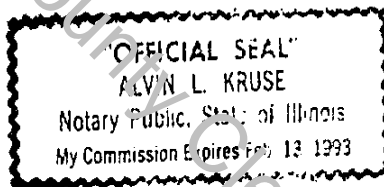
*Janiece G.R. Waters*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



The foregoing instrument was acknowledged before me this 3rd day of September, 1991, by *Walter A. Alder*, *Vice President* of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

*Alvin L. Kruse*  
Notary Public



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EXHIBIT A 1 0 0 0 0

## LEGAL DESCRIPTION OF THE PREMISES

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660.60 FEET EAST OF THE WEST LINE AND 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 660.60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 396.00 FEET TO A POINT WHICH IS 50.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, TO A POINT 156.17 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHEASTERLY 270.35 FEET TO A POINT ON THE WEST LINE OF THE EAST 50.00 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, SAID POINT BEING 300 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO THE SOUTH LINE OF GRAND AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID GRAND AVENUE TO ITS INTERSECTION WITH A LINE 605.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 625.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT 360.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE WEST ALONG A LINE 360.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT 54.00 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG A LINE 54 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 TO A POINT IN A LINE 445.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 445.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 605.90 FEET; THENCE SOUTH ALONG A LINE 639.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1.00 FEET TO A POINT 444.00 FEET NORTH OF THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG A LINE 444.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27, AND 623.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES, 00 MINUTES, 20 SECONDS WEST ALONG A LINE 623.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1583.46 FEET TO A POINT ON THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES, 24 MINUTES, 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE, A DISTANCE OF 630.33 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 00 MINUTES, 20 SECONDS EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1175.03 FEET TO THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES, 47 MINUTES, 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 36 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 AND 649 FEET EAST OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89 DEGREES, 47 MINUTES, 00 SECONDS ALONG THE SOUTH LINE OF THE NORTH 360.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27 A DISTANCE OF 244.11 FEET TO A POINT IN THE WEST LINE OF THE EAST 623.00 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES, 07 MINUTES, 26 SECONDS WEST A DISTANCE OF 416.64 FEET; THENCE NORTH 40 DEGREES, 19 MINUTES, 40 SECONDS WEST A DISTANCE OF 103.32 FEET; THENCE NORTH 33 DEGREES, 10 MINUTES, 30 SECONDS WEST A DISTANCE OF 31.72 FEET; THENCE NORTH 36 DEGREES, 45 MINUTES, 05 SECONDS WEST A DISTANCE OF 174.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 276.96 FEET, TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 175.32 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 10 MINUTES, 30 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 27 A DISTANCE OF 0.68 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

FORM OF AMENDED AND RESTATED MORTGAGE NOTE

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## AMENDED AND RESTATED MORTGAGE NOTE

\$7,000,000

Chicago, Illinois  
May 1, 1989

FOR VALUE RECEIVED, the undersigned, LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated April 4, 1989, and known as Trust No. 114283, and not personally (herein called the "Mortgagor"), promises to pay to the order of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein called the "Bank"), the principal sum of SEVEN MILLION and No/100 Dollars (\$7,000,000) or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid as provided below.

Except as otherwise provided below, interest on this Note shall be at a variable rate of 1-1/2% (except as otherwise provided below) per annum in addition to the Bank's Prime Rate (as defined below) from time to time in effect while this Note is outstanding (the "Prime-Based Rate"). For purposes of this Note, the term "Prime Rate" shall mean the rate of interest per year announced from time to time by the Bank called its prime rate, which rate at any time may not be the lowest rate charged by the Bank. Changes in the rate of interest on this Note resulting from a change in the Prime Rate shall take effect on the date of change in the Prime Rate set forth in each announcement.

The Mortgagor shall have the option (the "LIBOR Rate Option") from time to time to have the interest rate on the entire unpaid principal balance of this Note which would otherwise bear interest at the Prime-Based Rate, or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof, changed from the Prime-Based Rate to a LIBOR-Based Rate (as defined below), all on and subject to the terms and conditions hereinafter provided.

Interest only on this Note shall be payable in arrears on the first day of each month commencing June 1, 1989, and all of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on October 15, 1991. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal. All payments on this Note are to be made to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois, or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be made in lawful money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment.

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Notwithstanding any other provision of this Note, any installments of principal or interest not paid when due shall bear interest after maturity at the greater of (i) a rate of 3% per annum greater than the Prime-Based Rate provided for above or (ii) in the case of unpaid principal then bearing interest at a LIBOR-Based Rate and any unpaid interest thereon, a rate of 3% per annum greater than such LIBOR-Based Rate.

For the purposes of the LIBOR Rate Option, the following terms shall have the following meanings:

(i) "Adjusted LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) equal to the product arrived at by multiplying the Fixed LIBOR Rate with respect to the applicable Interest Period by a fraction (expressed as a decimal), the numerator of which shall be the number one and the denominator of which shall be the number one minus the aggregate reserve percentages (expressed as a decimal) from time to time established by the Board of Governors of the Federal Reserve System of the United States and any other banking authority to which the Bank is now or hereafter subject, including, but not limited to, any reserve on Eurocurrency Liabilities as defined in Regulation D of the Board of Governors of the Federal Reserve System of the United States at the ratios provided in such Regulation from time to time, it being agreed that while this Note bears interest at a LIBOR-Based Rate it shall be deemed to constitute a Eurocurrency Liability, as defined by such Regulation, and it being further agreed that such Eurocurrency Liabilities shall be deemed to be subject to such reserve requirements without benefit of or credit for prorations, exceptions or offsets that may be available to the Bank from time to time under such Regulation and irrespective of whether the Bank actually maintains all or any portion of such reserve.

(ii) "Business Day" shall mean any day on which the Bank is open for business in Chicago, Illinois, and on which commercial banks in the City of London, England, are open for dealings in dollar deposits in the London Interbank Market.

(iii) "Election Notice" shall mean a written, telex or telephonic (promptly confirmed in writing) notice to the Bank of the Mortgagor's election to exercise the LIBOR Rate Option, which notice shall specify the date on which the Interest Period is to commence and its duration and the amount of outstanding principal of this Note, which would otherwise bear interest during such Interest Period at the Prime-Based Rate, to which the LIBOR-Based Rate is to apply (which shall be the entire unpaid principal balance of this Note or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof). Each Election Notice shall be irrevocable.

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(iv) "Fixed LIBOR Rate" shall mean a rate per annum (rounded to the nearest 1/8 of 1%, or if there is no nearest 1/8 of 1%, to the next highest 1/8 of 1%) equal to the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Bank by leading banks in the Eurodollar market at 11:00 A.M., London time, two Business Days prior to the commencement of an Interest Period for dollar deposits in an amount approximately equal to the then outstanding principal balance on this Note, or the portion thereof with respect to which an Election Notice is received by the Bank, and with maturities comparable to the applicable Interest Period.

(v) "Interest Period" shall mean the period commencing on the date so specified in the Mortgagor's Election Notice and ending on a date specified in such notice, which ending date (a) shall be either 30, 60, 90 or 180 days after the commencement of the Interest Period, and (b) shall not extend beyond the maturity date of this Note. No Interest Period shall commence other than on a Business Day. If any Interest Period shall end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which event such Interest Period shall end on the next preceding Business Day.

(vi) "LIBOR-Based Rate" shall mean a rate per annum equal to 3.50% (except as otherwise provided below) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period. The LIBOR-Based Rates and the components thereof shall be calculated on the basis of the actual number of days elapsed over a 360-day year. Each determination of a LIBOR-Based Rate shall be made by the Bank and shall be conclusive and binding upon the Mortgagor absent manifest error.

(vii) "Roll Over Date" shall mean the day immediately following the last day of an Interest Period.

The Mortgagor shall give the Bank an Election Notice of any election to exercise the LIBOR Rate Option at least two Business Days prior to the commencement of an Interest Period. The Bank shall, on the date such notice is received, determine the LIBOR-Based Rate and inform the Mortgagor of the LIBOR-Based Rate so determined. Such LIBOR-Based Rate shall be applicable during the Interest Period specified by the Mortgagor in such Election Notice as to the amount of principal specified therein. The interest rate shall revert from the LIBOR-Based Rate to the Prime-Based Rate as of the Roll Over Date applicable thereto. The Bank shall be under no duty or obligation to notify the Mortgagor that the interest rate is about to revert from a LIBOR-Based Rate to the Prime-Based Rate. The LIBOR Rate Option may be exercised by the Mortgagor only as to principal of this Note which would bear interest at the Prime-Based

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Rate on the date of commencement of the applicable Interest Period but for the exercise by the Mortgagor of the LIBOR Rate Option. The Mortgagor's right to exercise the LIBOR Rate Option shall be conditioned upon there being no event of default under this Note. In the event, and on each occasion, that on the day one Business Day prior to the commencement of an Interest Period, the Bank shall have determined (which determination shall be conclusive and binding upon the Mortgagor) that dollar deposits in an amount approximately equal to the portion of the principal balance of this Note as to which the LIBOR Rate Option has been exercised, are not generally available at such time in the London Interbank Market, or the rate at which such dollar deposits are being offered will not adequately and fairly reflect the cost to the Bank of making or maintaining a LIBOR-Based Rate or of funding the same in the London Interbank Market during such Interest Period, or reasonable means do not exist for ascertaining a LIBOR-Based Rate, or a LIBOR-Based Rate would be in excess of the maximum interest rate which the Mortgagor may by law pay, the Bank shall so notify the Mortgagor and such portion of the principal balance of this Note shall continue to bear interest at the Prime-Based Rate. If any change in any law or regulation or in the interpretation thereof by any governmental authority charged with the administration or interpretation thereof shall make it unlawful for the Bank to maintain LIBOR-Based Rates with respect to this Note or to fund the same in the London Interbank Market or to give effect to its obligations as contemplated hereby, then any LIBOR-Based Rate then in effect shall be automatically converted to the Prime-Based Rate. Any notice given by the Bank to the Mortgagor pursuant to this paragraph shall, if lawful, be effective on the last day of any existing Interest Period.

If in any instance the Bank shall waive one or more of the conditions or limitations to the exercise by the Mortgagor of the LIBOR Rate Option, such waiver shall apply only to the instance in which given and shall not be construed as a waiver of any such condition or limitation with respect to any subsequent exercise by the Mortgagor of the LIBOR Rate Option.

Any change in the interest rate on this Note from the Prime-Based Rate to a LIBOR-Based Rate shall also be subject to the condition that if and to the extent that this Note bears interest at a LIBOR-Based Rate, it shall be conclusively deemed to have been funded by or on behalf of the Bank from dollar deposits in the London Interbank Market, and adjustments to the LIBOR-Based Rate shall be made, and additional costs shall be assessed to the Mortgagor, as follows:

(a) The LIBOR-Based Rate shall be increased by the percentage point increase in the annual cost to the Bank of Eurocurrency Liabilities (computed as a percentage of such deposits) resulting from any change in any reserve or special deposit requirements imposed upon the Bank during any Interest Period with respect to Eurocurrency Liabilities, computed as provided in the foregoing definition of the term Adjusted LIBOR Rate; and

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(b) In addition to interest and other costs required to be paid by the Mortgagor hereunder, the Mortgagor shall pay or reimburse the Bank, upon written demand, for any loss, including loss of anticipated profits reasonably calculated (assuming that this Note and such deposits would otherwise have remained outstanding for the entire applicable Interest Period), and/or expense reasonably incurred by reason of the reinvestment or reemployment of any principal of this Note, as a result of (i) a voluntary prepayment of such principal during an Interest Period in accordance with the terms hereof, or (ii) an acceleration and mandatory repayment of such principal during an Interest Period by reason of default in the payment of principal or interest when due in accordance with the terms of this Note or by reason of any default under the terms of any of the Loan Documents (as hereinafter defined).

Any amount or amounts payable by the Mortgagor to the Bank pursuant to subparagraph (a) or (b) above shall be paid by the Mortgagor to the Bank within 10 days of receipt from the Bank of a statement setting forth the amount or amounts due and the basis for the determination from time to time of such amount or amounts, which statement shall be conclusive and binding upon the Mortgagor absent manifest error. Failure on the part of the Bank to demand compensation for any increased costs in any Interest Period shall not constitute a waiver of the Bank's right to demand compensation for any increased costs incurred during any such Interest Period or in any other subsequent or prior Interest Period.

From and after the "Adjustment Date" (as defined below), this Note shall bear interest at a variable rate of 1% per annum plus the Bank's Prime Rate from time to time in effect while this Note is outstanding, or in the case of any exercise of the LIBOR Rate Option occurring on or after the Adjustment Date, "3.00%" shall be substituted for "3.50%" in the definition of the term LIBOR-Based Rate above. There shall be no reduction in any Libor-Based Rate which may be in effect as of the Adjustment Date. For purposes of the foregoing provisions, the "Adjustment Date" shall be the first day of the month following the month in which a contract for the sale of the Premises (as defined below) or a commitment for permanent or take-out financing, in either case acceptable in form and substance to the Bank, in its sole discretion, shall become effective and enforceable following the expiration of any due diligence and/or inspection period provided for therein.

The principal portion of this Note then bearing interest at the Prime-Based Rate may be prepaid in whole, or in part in amounts of not less than \$100,000, at any time prior to maturity without premium or penalty, provided that any such prepayment shall be accompanied by payment of all accrued and unpaid interest on this Note to the date of the prepayment. Any portion of the principal of this Note then bearing interest at a LIBOR-Based Rate may be prepaid in whole, but not in part, at any time, provided that such prepayment shall be accompanied by (i) payment of all accrued and unpaid interest on this Note to the date of the prepayment and (ii)

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payment of a charge calculated as provided above. No partial prepayment shall operate to defer or reduce the scheduled payments of interest provided for hereunder. No amount prepaid may be borrowed again.

This Note evidences a loan being made by the Bank to the Mortgagor, for the benefit of The Edge Venture, an Illinois partnership (the "Beneficiary"), for the purpose of providing mortgage financing for the purchase and improvement of an approximately 286,000 square foot industrial building located on 21 acres of land, commonly known as 2553 North Eddington Avenue, in the Village of Franklin Park, Cook County, Illinois (the "Premises"). The payment of this Note is secured by the following instruments, each of even date herewith: (i) a Commitment Letter from the Bank to the Mortgagor and the Beneficiary; (ii) a Mortgage and Security Agreement from the Mortgagor to the Bank on the Premises; (iii) an Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank; (iv) a Security Agreement from the Beneficiary to the Bank; (v) a Security Agreement (Motorola Contract) from the Beneficiary to the Bank; (vi) an Irrevocable Right to Approve from the Beneficiary to the Bank; and (vii) a Guaranty of Payment and Performance from the Beneficiary, FCLS Pulaski Partnership, an Illinois partnership, and Davidola Venture, an Illinois partnership, the partners of the Beneficiary, and Robert L. Stovall, Norman O. Stava, Steven L. Schlader and Michael M. Mullen, who are partners of FCLS Pulaski Venture, and David R. Kahnweiler, who is a partner of Davidola Venture, to the Bank. This Note and the other instruments described in (i) through (vii) above are hereinafter referred to as the "Loan Documents".

It is agreed that at the election of the holder or holders hereof, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case of any event of default under the terms of any of the Loan Documents.

The aforesaid Mortgage and Security Agreement provides that (i) except for Permitted Encumbrances, as defined therein, and liens, charges and encumbrances being contested as provided therein, in the event that the Mortgagor shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises, or (ii) in the event of the creation of any lien or security interest upon the beneficial interest under the Trust Agreement by which the Mortgagor was created, or (iii) in the event the Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event that the Beneficiary shall sell, transfer, convey or assign the beneficial interest under the Trust Agreement by which the Mortgagor was created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or the Mortgagor or the Beneficiary shall contract to do any of the foregoing described in this clause (iii); then in each such case the Bank, at its option, shall have the unqualified right to accelerate

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the maturity of this Note causing the full principal balance and accrued interest on this Note to become immediately due and payable without notice to the Mortgagor.

It is agreed by the Mortgagor that the proceeds of this Note will be used for the purposes specified in subparagraph 1(c) contained in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes (1987), and that the indebtedness evidenced by this Note constitutes a "business loan" within the meaning of that Paragraph.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of any attorney at law to enforce any of the rights or agreements contained herein or in any of the other Loan Documents or any other instruments given as security for or related to the indebtedness evidenced hereby, the Mortgagor shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees, in addition to all principal, interest and other amounts payable hereunder; and all such amounts shall be and be deemed to be secured by the Loan Documents.

The Mortgagor hereby waives demand, presentment for payment, notice of dishonor and protest and does hereby waive notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Any such extension or release may be made at any time and from time to time without giving notice to the Mortgagor and without discharging any liability of the Mortgagor. The Mortgagor hereby waives any and all notice of whatever kind or nature and waives the exhaustion of legal remedies hereon.

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each and every provision hereof.

It is hereby certified, recited and declared that this Note has been issued by the Mortgagor to obtain mortgage financing for the Premises and that all acts, conditions and things required to exist, happen or be performed, precedent to and in the execution and delivery of this Note and the other Loan Documents have happened and have been performed in due time, form and manner as required by law.

This Note supercedes and replaces the Mortgage Note dated May 1, 1989, in the principal amount of \$7,000,000 from the Mortgagor to the Bank.

This Note is executed by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, not personally but as

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Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. No personal liability is assumed by nor shall at any time be asserted or be enforceable against LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, because or in respect of this Note or the making, issue or transfer thereof, all such personal liability, if any, being expressly waived and released by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability of any guarantor hereof or of any person under or by virtue of any guaranty of this Note or any of the Loan Documents, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage and Security Agreement or the proceeds arising from the sale or other disposition thereof.

LASALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, solely as  
Trustee as aforesaid and not personally

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Assistant Vice President

(SEAL)

Attest:

Title:

ASSISTANT SECRETARY

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EXHIBIT C

FORM OF DIRECTION TO MOTOROLA

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August \_\_\_\_\_, 1991

To: Motorola, Inc.

Reference is made to (i) the Interim Lease Agreement dated December 12, 1988 (the "Interim Lease"), by and between Motorola, Inc., a Delaware corporation ("Motorola"), as landlord, and Champion Technologies, Inc., a Delaware corporation ("Champion"), as tenant, which Interim Lease was assigned by Motorola to the LaSalle National Bank, as Trustee of Trust No. 114823 dated April 4, 1989 (the "Successor Landlord"); (ii) the Industrial Building Lease dated December 12, 1988, by and between Motorola, as landlord, and Champion, as tenant, as amended by the Amendment to Industrial Building Lease dated May 3, 1988, by and among Motorola, the Successor Landlord and Champion (the "Champion Lease"), which Champion Lease was assigned by Motorola to the Successor Landlord; and (iii) the Guaranty of Lease dated as of May 4, 1989 (the "Guaranty"), from Motorola to the Successor Landlord, pursuant to which Motorola guarantees to the Successor Landlord the payment of certain amounts payable under the Interim Lease and the Champion Lease.

Please be advised that the undersigned have pledged and assigned to The Northern Trust Company, an Illinois banking corporation ("Northern"), and have granted a security interest to Northern in, all of their rights in, to and under the Guaranty and all amounts payable thereunder, and all proceeds thereof, as security for a mortgage loan on the real estate in which the premises demised under the Interim Lease and the Champion Lease are located.

You are hereby authorized and directed to pay to Northern any and all amounts which shall at any time become payable under the Guaranty. Such payments are to be made to Northern at the following address:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

Attention: Division Head  
Commercial Real Estate  
Division

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This direction may not be withdrawn, terminated, modified or amended by the undersigned without the written consent of Northern.

Very truly yours,

LA SALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, as Trustee  
as aforesaid and not personally

By \_\_\_\_\_  
Title:

(SEAL)

Attest:

\_\_\_\_\_  
Title:

THE EDGE VENTURE, an Illinois partnership

By FCLS Pulaski Partnership, an Illinois  
partnership, Partner

By \_\_\_\_\_  
Robert L. Stovall, Duly Authorized  
Partner

By Davidola Venture, an Illinois  
partnership, Partner

By \_\_\_\_\_  
David R. Kahnweiler, Duly Authorized  
Partner

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