

# UNOFFICIAL COPY

92193057

## SECOND EXTENSION AGREEMENT

92193057

This Agreement is dated as of December 31, 1991 and is among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated December 26, 1985 and known as Trust No. 66364 ("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership ("Borrower") and NATIONAL CANADA CORPORATION, a Delaware corporation, having an office at 225 West Washington Street, Chicago, Illinois 60606 (the "Lender").

### RECITALS:

DEPT-01 RECORDING 160 00  
140000 TRAN 2022 03/24/92 12 23 00  
#515 # 22-193057  
COOK COUNTY, ILLINOIS

Pursuant to a Construction Loan Agreement dated as of July 6, 1987, among Lender, Mortgagor and Borrower ("Construction Loan Agreement"), Lender agreed to make a construction loan (the "Loan") to Mortgagor in the principal amount of Twenty Million Seven Hundred Seventy-Two Thousand Dollars (\$20,772,000). The Loan is evidenced by an Installment Note dated as of July 6, 1987 made by Mortgagor payable to the order of Lender in the original principal amount of Twenty Million Seven Hundred Seventy-Two Thousand Dollars (\$20,772,000) (the "Note"). As of the date hereof, the principal balance of the Loan is Twenty Million One Hundred Forty-Nine Thousand Eight Hundred Seventy-Six and 37/100 Dollars (\$20,149,876.37). The Note is secured by the "Loan Documents," as defined in the Construction Loan Agreement, including without limitation, a Mortgage (the "Mortgage") dated as of July 6, 1987 made by Mortgagor, as Mortgagor, in favor of Lender, as Mortgagee, which encumbers the real estate legally described on attached Exhibit 1 and the improvements constructed thereon. The Mortgage was recorded in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 87-408856. The parties hereto desire to extend the maturity of the Note and further amend the Loan Documents as hereinafter provided.

THEREFORE, in consideration of the foregoing recitals, the terms hereof, payment by Borrower to Lender of the extension fee, as hereinafter provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Except as set forth or modified herein, all capitalized terms used herein shall have the same meaning as ascribed to them in the Loan Documents and the Extension Agreement. In addition, the following terms will have the following meanings:

1.1 "Cash Flow" means, for any calendar quarter, the excess of Gross Receipts over Expenses. Cash Flow

59.00  
MAIL TO

Goldberg & Kahn  
55 E. Monroe  
Chicago, IL 60603

JBR9-034 031392DLH #8

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1.6 "Gross Receipts" means, for any calendar quarter, all receipts of any kind or nature arising out of the operation of the Real Estate and the Improvements, including without limitation, base rent, percentage rent, operating expense and real estate tax estimates and reimbursements collected from tenants, delinquent rent recoveries, utility income, parking garage receipts and any fees for services rendered by Mortgagee or Borrower.

1.5 "Extension Agreement" means the Extension Agreement dated as of December 28, 1990 among Mortgagee, Borrower and Lender.

1.4 "Expenses" means, for any calendar quarter, all usual and customary operating expenses and fixed expenses incurred by Mortgagee and Borrower in connection with the maintenance and operation of the Improvements and the Real Estate. Expenses shall not include reserves, expenditures for tenant concessions, including moving expenses and lease buy-outs, leasing brokerage commissions, expenditures for tenant leasehold improvements, capital expenditures, rents payable under capitalized leases or any non-capital items not reflected or in excess of the amounts set forth in the operating budget for 1992 (or any other applicable year) approved by Lender, provided that Expenses may include (a) up to Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for remodeling costs and leasing brokerage commissions in connection with the expansion of Borland International, Inc. into 8,721 rentable square feet of space currently occupied by National Hospital and Health Care Services, Inc. on the sixth floor of the Building, (b) up to Seventy-Two Thousand Dollars (\$72,000) for remodeling costs and leasing commissions in connection with re-leasing approximately 13,200 rentable square feet subject to leases expiring during 1992 and (c) if the maturity date is extended pursuant to Section 1.7, up to one Hundred Thousand Dollars (\$100,000) (in addition to the amounts described in clauses (a) and (b) above) during the calendar year 1993 for remodeling and brokerage commissions in connection with re-leasing space becoming available with respect to leases expiring in 1993.

1.3 "Gross Cash Flow" means, for any calendar quarter, the excess, if any, of cash flow over the product of Debt Service multiplied by 1.15.

1.2 "Debt Service" means, for any calendar quarter, all interest charges accruing on the outstanding principal balance of the loan.

Will not include financing, insurance or eminent domain proceeds.

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3.5 Mandatory Principal Payments. Not later than the twentieth (20th) day of each calendar quarter beginning April 20, 1992, Borrower shall (a) deliver to Lender a cash basis operating statement reflecting gross Receipts, Cash Flow and Expenses for the immediately

3.4 Maturity Date. Subject to Section 3.7 of this Agreement, the "Maturity Date", as defined in the Loan Documents, shall be December 31, 1992, unless accelerated under the terms of the Loan Documents.

3.3 LIBOR Based Rate. The "LIBOR Based Rate", as defined in the Construction Loan Agreement and the Note, shall be, for any given LIBOR period for its corresponding contract period, an annual interest rate equal to the sum of two and one-quarter percent (2-1/4%) plus LIBOR, computed on the actual days elapsed and a year computed as required by the applicable contract. Contracts shall include any contract for 270 days, as elected by Borrower and subject to the applicable limitations set forth in the Loan Documents.

3.2 Floating Rate. The "Floating Rate", as defined in the Construction Loan Agreement and the Note, shall be an annual interest rate equal to the sum of one percent (1%) plus the Prime Rate, changing as the Prime Rate changes from time to time and computed on the actual days elapsed and a year of 360 days.

3.1 Loan Amount. Borrower has previously prepaid One Hundred Thousand Dollars (\$100,000) of the principal balance of the loan, which amount shall not be repaid. Accordingly, the undistributed balance of the Loan as of the date hereof is Five Hundred Twenty-Two Thousand One Hundred Twenty-Three and 63/100 Dollars (\$522,123.63).

3. Amendments to Loan Documents. Effective as of January 1, 1992, the Loan Documents shall be deemed amended to conform and be consistent in all respects with the following:

2. Extension Fee. Concurrently with its execution and delivery hereof, Borrower has paid Lender a non-refundable extension fee of One Hundred Twenty-Nine Thousand Two Hundred Dollars (\$129,200).

Gross Receipts shall not include (a) Loan disbursements or (b) up to forty eight thousand two hundred forty five Dollars (\$48,245), which amount may be paid to Borrower by National Hospital and Health Care Services ("NHCS"), but such amount shall be excluded from Gross Receipts only to the extent it is used for remodeling NHCS's leased premises in the improvements.

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3.7 Extension of Maturity Date. On the following terms and conditions, Borrower shall have the right to extend the Maturity Date from December 31, 1992 to and including December 31, 1993 by notice to Lender of Borrower's election to extend the Maturity Date. "Extension Notice" shall be effective only if (a) no Default or any event of circumstance which, with the passage of time or the giving of notice, would constitute Default, shall then exist and be continuing, (b) the Extension Notice is accompanied by a cashier's or certified check payable to the order of Lender in an amount equal to two percent (2%) of the then current principal balance of the Loan, which amount shall constitute a nonrefundable extension fee and (c) as of the end of the calendar quarter ending on September 30, 1992, Cash Flow was equal to or greater than the product of Debt Service multiplied by 1.15. In the event the

3.6 Further Disbursements of the Loan. The undistributed balance of the Loan shall, subject to all terms of conditions to disbursement set forth in the Construction Loan Agreement, be disbursed for up to five Hundred Thousand Dollars (\$500,000) of Tenant Finish work and reasonable space planning costs and up to Twenty-Two Thousand One Hundred Twenty-Three and 63/100 Dollars (\$22,123.63) of marketing costs and leasing brokerage commissions and only with respect to (a) new Leases approved by Lender of previously unimproved and unoccupied space and (b) Tenant Finish work which will be complete, in Lender's sole judgment, prior to the Maturity Date. Disbursements for Tenant Finish work shall not exceed Twenty-Nine and 24/100 Dollars (\$29.24) per rentable square foot.

preceding calendar quarter and (b) make a prepayment of principal equal to Excess Cash Flow, if any, for the immediately preceding calendar quarter. Gross Receipts, Cash Flow and Expenses shall be determined on a cash basis, except that, for purposes of determining cash flow, real estate taxes shall be deemed to be expenses as follows: (a) the amount of the payment of the first installment of the 1991 real estate taxes and the March escrow installment of \$61,000 shall be expenses with respect to the first quarter of 1991 and (b) each quarter thereafter ONLY (i) the monthly escrow deposits for real estate taxes Borrower is obligated to make and actually deposits during such quarter PLUS (ii) any amount Borrower is obligated to pay in order to cover any excess of any real estate tax installment becoming due during such quarter over the escrow deposits available for payment of such installment shall be expenses with respect to such quarter.

4. Additional Documents. Borrower shall concurrently herewith deliver to Lender, in form and substance satisfactory to Lender, the items which are referred to on the document checklist attached hereto as Exhibit 2 as a condition to the extension of the Maturity Date as provided herein.

3.9 Default. The breach by Mortgagor or Borrower of any of their respective obligations under this agreement and the failure to cure the same within any applicable grace period shall be a Default, as defined in the Loan Documents.

(c) Lender will maintain the real estate tax escrow deposits in an interest bearing account. Provided that no default then exists, amounts in the real estate tax escrow will be disbursed by Lender to the Cook County collector when and as Lender receives the bill for such installment of real estate taxes. If the amount in the real estate tax escrow is insufficient to pay such installment, Borrower will immediately pay such deficiency.

(d) Beginning on January, 1993 and on the first day of each of the months of February through July, 1993, Borrower shall deposit with Lender a sum equal to one-seventh of the actual 1991 real estate taxes multiplied by 1.10, or such greater amount as Borrower and Lender reasonably determine will be sufficient to pay the 1992 real estate taxes payable during 1993.

(a) Concurrently herewith and on the first day of each of the months of April, May, June and July 1992, Borrower shall deposit with Lender the sum of \$61,000.

3.8 Real Estate Tax Escrow.

Maturity Date is extended pursuant to this Section 3.7, effective as of January 1, 1993, (a) Borrower's option to elect to have any portion of the Loan bear interest at the LIBOR Based Rate shall terminate and, accordingly, the extension of the Maturity Date pursuant to this Section 3.7 shall not permit any contract period to extend beyond December 31, 1992 and (b) the Floating Rate shall be amended to be an annual interest rate equal to the sum of two percent (2%) plus the Prime Rate, changing as the Prime Rate changes from time to time and computed on the actual days elapsed and a year of 360 days and shall apply to the entire principal balance of the loan.

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2025-01-07

9. General Partners, Exemptors, and Assignors. Anything in this Agreement to the contrary notwithstanding, Lender, for itself and its successors and assigns, agrees that it shall assert no personal liability under this Extension Agreement against any general partner of Borrower for any default by Borrower or any officer, director, or shareholder of any corporate general partner of Borrower, in the performance of any of the terms, conditions or obligations under this Extension Agreement or any other collateral instruments (if any) securing the Note, but shall look solely to the Premises, to Borrower's interest in the Premises, to the partnership assets of Borrower and to any other collateral for the satisfaction of any and all remedies which it may have by reason of any such default hereunder or thereunder. Nothing herein contained shall however, impair any right, remedy, or security of Lender in respect to the Premises or Borrower's interest therein, including without limitation any right, remedy, or security hereunder, or under the Mortgage, or Lender's right to assert personal liability against the parties, interest guaranty or other collateral instruments (if any), or to any other partnership assets of Borrower; provided, however, it is acknowledged by Lender that the liability (if any) of CIE Associates shall be strictly

8. Trustee Exemptory Clause. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

7. Fees and Expenses. Concurrently with the execution and delivery of this Agreement, Borrower will pay all fee and expenses incurred by Lender in connection with this Agreement, including attorney's fees and title charges.

6. Covenants, Representations and Warranties. Mortgagee covenants and Borrower represents and warrants that, after giving effect to this Agreement, no default will exist under the Loan Documents, including the Extension Agreement. Mortgagee and Borrower hereby reaffirm all of their representations, covenants, agreements and obligations under the Loan Documents, including the Extension Agreement.

5. Continuing Effect. In all other respects, the terms and provisions of the Loan Documents, including the Note, construction Loan Agreement and the Mortgage, each as hereby amended, and the Extension Agreement shall remain in full force and effect.

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limited to its interest in Borrower. Notwithstanding anything contained in the foregoing to the contrary, Borrower and any partner or Borrower shall be personally liable to lender for acts of fraud or intentional misrepresentation, waste, misappropriation of rents, or misappropriation of insurance or like proceeds, committed by Borrower, its agents or employees.

10. **Counterparts.** This Agreement may be executed in counterparts, and shall be deemed executed by Borrower when each partner or Borrower has executed at least one counterpart, and by the other parties hereto when each has executed at least one counterpart (even if no counterpart has been executed by all parties hereto), and each counterpart so executed shall be deemed an original.

JAMES B. ROSENBLUM, ESQUIRE  
GOLDBERG, KOHN, BELL, BLACK,  
ROSENBLUM & MORITZ, LTD.  
55 EAST MONROE STREET  
SUITE 3900  
CHICAGO, ILLINOIS 60603

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not personally but solely as  
Trustee under Trust No. 66364  
ATTEST: \_\_\_\_\_

MORTGAGOR

By: *[Signature]*  
Name: KEVIN M. MAHONY  
Its: Managing Director  
COPLEY ADVISORS, INC., a  
Massachusetts corporation,  
Managing general partner

*[Signature]*  
Peter P. Jennings  
Attest: \_\_\_\_\_

By: CLIF ASSOCIATES, a Massachusetts  
general partnership,  
an Illinois general partnership  
general partner

By *[Signature]*  
Its Vice President  
NATIONAL CANADA CORPORATION

BORROWER: \_\_\_\_\_ LENDER: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed the  
forgoing Agreement the day and year first above written.

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RECORDED



JAMES B. ROSENBLUM, ESQUIRE  
GOLDBERG, KOHN, BELL, BLACK,  
ROSENBLUM & MORITZ, LTD.  
55 EAST MONROE STREET  
SUITE 3900  
CHICAGO, ILLINOIS 60603

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

By: [Signature]  
Its: [Signature]

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not personally but solely as  
trustee under Trust No. 66364

MORTGAGOR

By: [Signature]  
Name: KEVIN M. HANON  
Its: Managing Director

BY: COPELY ADVISORS, INC., a  
Massachusetts corporation,  
Managing General Partner

BY: CITI ASSOCIATES, a Massachusetts  
general partnership,  
general partner

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

BORROWER:

[Signature]

ATTEST:

By: [Signature]  
Position

Attest:

By: [Signature]  
Its Vice President

NATIONAL CANADA CORPORATION

LENDER:

IN WITNESS WHEREOF, the parties hereto have executed the  
foregoing Agreement the day and year first above written.

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Property of Suffolk County  
My commission expires: 5/18/15  
Notary Public in and for said Commonwealth

*[Handwritten Signature]*

WITNESS my hand and official seal.

Notary Public in and for said Commonwealth, personally appeared KEVIN M. MAJONY on March 17, 1992, before me, the undersigned, me on the basis of satisfactory evidence) to be the person who executed the within instrument as Managing Director, as his true act and deed, on behalf of Copley Advisors, Inc., the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be the managing general partner of Cliff Associates, a Massachusetts general partnership, the general partnership being executed the within instrument, said general partnership being known to me to be one of the partners of Fitzgerald-Rosenmont Associates, an Illinois general partnership, the general partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner, and that such partnership executed the same, all as their free act and deed.

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )  
SS. )

ACKNOWLEDGMENT



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My Commission Expires: 4-11-95  
Notary Public  
Marta Ann Gust



GIVEN under my hand and notarial seal this 20th day of MARCH, 1995

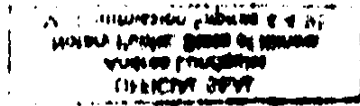
I, ANDREA LUNDQUIST, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID S. HALL of NATIONAL CANADA CORPORATION, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

ACKNOWLEDGMENT

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7 2 0 0 1 2 6

9450 West Bryn Mawr  
Rosemont, Illinois

Address or Property:

12-03-310-001	Lot 1
12-03-310-002	Lot 2
12-03-310-003	Lot 3
12-03-310-004	Lot 4
12-03-310-005	Lot 5
12-03-310-006	Lot 6
12-03-310-007	Lot 7
12-03-310-010	Lot 8, part of Lot 9
12-03-310-011	part of Lot 9

250000000

Property of  
AFFECTS

TAX NUMBER (VOL. 0631)

Lot 9 (Except the South 29 feet thereof, and also except the North 9 feet of the South 38 feet of the West 123.50 feet thereof) in O'Hare Area Industrial Development Subdivision Unit Number 1, being a subdivision in the West half of the Southwest quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Leasehold estate, executed by Ethel Harris, as lessor, and National Bank of Austin, Trust No. 4301, lessee, dated September 12, 1966, and recorded February 7, 1967, as Document No. 20,058,472, defining the land described below for a term of 50 years, commencing on September 12, 1966 and terminating on September 12, 2016.

PARCEL 3:

All of Lot 8, the South 29 feet of Lot 9 and also the North 9 feet of the South 38 feet of the West 123.50 feet of Lot 9 in O'Hare Area Industrial Development Subdivision Unit Number 1, being a subdivision in the West half of the Southwest quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1, 2, 3, 4, 5, 6, and 7 in O'Hare Area Industrial Development Subdivision Unit Number 1, being a subdivision in the West half of the Southwest quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 1:

LEGAL DESCRIPTION

EXHIBIT 1





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750000005

CONSENT OF GUARANTORS ATTACHED TO AND MADE A PART OF THAT CERTAIN SECOND EXTENSION AGREEMENT DATED AS OF DECEMBER 31, 1991 (the "Agreement") AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated December 26, 1985 and known as Trust No. 66364 ("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership ("Borrower"), and NATIONAL CANADA CORPORATION, a Delaware corporation (the "Lender"),

For purposes hereof, the capitalized defined terms used herein shall have the meanings ascribed to them in the Agreement. The undersigned Guarantors hereby (a) agree and acknowledge that the Interest Quantity is in full force and effect as of the date hereof and (b) consent to the foregoing Second Extension Agreement ("Agreement") and acknowledge and agree that, notwithstanding the increase in the Agreed Rate and the LIBOR Rate and the other amendments to the Loan Documents evidenced by the Agreement, the liability of Guarantors under the Interest Quantity shall not be discharged, affected, modified or diminished by the Agreement, provided that the foregoing acknowledgment and agreement is not intended to evidence a course of conduct or an expression of intention with respect to the necessity of Guarantors' consent or acknowledgment of liability in the event of changes to the Loan Documents.

This Consent of Guarantors may be executed in counterparts, each of which shall be deemed to be an original for all purposes and all of which shall be deemed to constitute a single instrument. Date: March 20, 1997

FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership

By: CIFE Associates, a Massachusetts general partnership, General Partner

By: COFFEY ADVISORS, INC. a Massachusetts Corporation and Managing General Partner

Name: KEVIN R. MAHONY  
Title: Managing Director

Steven D. Field

Erik Moskowitz

Donald J. Gionone

Malcolm S. Sina

Robert E. Smelema

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ROBERT H. BISHOP  
MANAGING DIRECTOR  
NATIONAL CANADA CORPORATION  
GENERAL MANAGER  
CITY ASSOCIATES  
AN ILLINOIS GENERAL PARTNERSHIP

Robert H. Bishop  
Michael S. Sina  
Donald J. Sina  
Erik Moskowitz  
Steven D. Piska

WILFRED-ROSEMONT ASSOCIATES  
AN ILLINOIS GENERAL PARTNERSHIP  
CITY ASSOCIATES  
AN ILLINOIS GENERAL PARTNERSHIP  
GENERAL MANAGER  
WILFRED-ROSEMONT ASSOCIATES

Date March 19, 1982

For purposes hereof, the captioned defined terms used herein shall have the meanings ascribed to them in the Agreement. The undersigned Creators hereby (a) agree and acknowledge that the Extension Agreement is in full force and effect as of the date hereof and (b) consent to the foregoing defined Extension Agreement, and acknowledge and agree that, notwithstanding the language in the Agreed Rate and the LIBOR Rate and the other amendments to the Loan Documents evidenced by the Agreement, the liability of Guarantors under the Interest Guaranty shall not be discharged, altered, modified or diminished by the Agreement provided that the foregoing acknowledgment and agreement is not intended to evidence a course of conduct or an expression of intention with respect to the liability of Guarantors or consent or acknowledgment of liability in the event of changes to the Loan Documents.

This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and all of which shall be deemed to constitute a single instrument.

CONSENT OF GUARANTORS ATTACHED TO  
AND MADE A PART OF THAT CERTAIN  
SECOND EXTENSION AGREEMENT DATED AS OF  
DECEMBER 31, 1981 (the "Agreement") AMONG  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not personally, but as Trustee under a Trust Agreement  
dated December 26, 1981 and known as Trust No. 6824  
(the "Trustee"), WILFRED-ROSEMONT ASSOCIATES,  
an Illinois general partnership ("Partner"), and  
NATIONAL CANADA CORPORATION,  
a Delaware corporation (the "Lender")

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AND MADE A PART OF THAT CERTAIN  
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not personally, but as Trustee under a Trust Agreement  
dated December 26, 1985 and known as Trust No. 66364  
("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership ("Borrower") and  
NATIONAL CANADA CORPORATION,  
a Delaware corporation (the "Lender")

For purposes hereof, the capitalized defined terms used herein shall have the meanings ascribed to them in the Agreement. The undersigned Guarantors hereby (a) agree and acknowledge that the Interest Guaranty is in full force and effect as of the date hereof and (b) consent to the foregoing Second Extension Agreement ("Agreement") and acknowledge and agree that, notwithstanding the increase in the Agreed Rate and the LIBOR Rate and the other amendments to the Loan Documents evidenced by the Agreement, the liability of Guarantors under the Interest Guaranty shall not be discharged, affected, modified or diminished by the Agreement, provided that the foregoing acknowledgment and agreement is not intended to evidence a course of conduct or an expression of intention with respect to the necessity of Guarantors' consent or acknowledgment of liability in the event of changes to the Loan Documents.

This Consent of Guarantors may be executed in counterparts, each of which shall be deemed to be an original for all purposes and all of which shall be deemed to constitute a single instrument.

Date: March 20, 1992

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

By: CHP Associates, a  
Massachusetts general  
partnership, General  
Partner

\_\_\_\_\_  
Steven D. Fifield

\_\_\_\_\_  
Erik Moskowitz

\_\_\_\_\_  
Donald J. Gionone

\_\_\_\_\_  
Malcolm S. Blum

\_\_\_\_\_  
Robert E. Smilgala

By: COPLEY ADVISORS, INC.  
a Massachusetts  
corporation, Managing  
General Partner

By: *Kevin M. Mabony*  
Name: KEVIN M. MABONY  
Its: Managing Director

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AND MADE A PART OF THAT CERTAIN  
SECOND EXTENSION AGREEMENT DATED AS OF  
DECEMBER 31, 1991 (the "Agreement") AMONG  
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not personally, but as Trustee under a Trust Agreement  
dated December 26, 1985 and known as Trust No. 66364  
("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership ("Borrower") and  
NATIONAL CANADA CORPORATION,  
a Delaware corporation (the "Lender")

For purposes hereof, the capitalized defined terms used herein shall have the meanings ascribed to them in the Agreement. The undersigned Guarantors hereby (a) agree and acknowledge that the Interest Guaranty is in full force and effect as of the date hereof and (b) consent to the foregoing Second Extension Agreement ("Agreement") and acknowledge and agree that, notwithstanding the increase in the Agreed Rate and the LIBOR Rate and the other amendments to the Loan Documents evidenced by the Agreement, the liability of Guarantors under the Interest Guaranty shall not be discharged, affected, modified or diminished by the Agreement, provided that the foregoing acknowledgment and agreement is not intended to evidence a course of conduct or an expression of intention with respect to the necessity of Guarantors' consent or acknowledgment of liability in the event of changes to the Loan Documents.

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Date: March 20, 1992

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

  
\_\_\_\_\_  
Steven D. Fifield

\_\_\_\_\_  
Erik Moskowitz

\_\_\_\_\_  
Donald J. Gionone

\_\_\_\_\_  
Malcolm S. Sina

\_\_\_\_\_  
Robert E. Smetana

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

By: ROSEMONT-OAGE ASSOCIATES,  
an Illinois limited  
partnership, its General  
Partner

By: FIFIELD COMPANIES, SJK  
LTD., an Illinois limited  
partnership, its General  
Partner

By:   
\_\_\_\_\_  
A General Partner

By: CIIF Associates, a  
Massachusetts general  
partnership, its General  
Partner

By: COPLEY ADVISORS, INC.,  
a Massachusetts  
corporation, Managing  
General Partner

By \_\_\_\_\_

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AND MADE A PART OF THAT CERTAIN  
SECOND EXTENSION AGREEMENT DATED AS OF  
DECEMBER 31, 1991 (the "Agreement") AMONG  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not personally, but as Trustee under a Trust Agreement  
dated December 26, 1985 and known as Trust No. 66364  
("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership ("Borrower") and  
NATIONAL CANADA CORPORATION,  
a Delaware corporation (the "Lender")

For purposes hereof, the capitalized defined terms used herein shall have the meanings ascribed to them in the Agreement. The undersigned Guarantors hereby (a) agree and acknowledge that the Interest Guaranty is in full force and effect as of the date hereof and (b) consent to the foregoing Second Extension Agreement ("Agreement") and acknowledge and agree that, notwithstanding the increase in the Agreed Rate and the LIBOR Rate and the other amendments to the Loan Documents evidenced by the Agreement, the liability of Guarantors under the Interest Guaranty shall not be discharged, affected, modified or diminished by the Agreement, provided that the foregoing acknowledgment and agreement is not intended to evidence a course of conduct or an expression of intention with respect to the necessity of Guarantors' consent or acknowledgment of liability in the event of changes to the Loan Documents.

This Consent of Guarantors may be executed in counterparts, each of which shall be deemed to be an original for all purposes and all of which shall be deemed to constitute a single instrument.

Date: March 21, 1992

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

  
\_\_\_\_\_  
Steven D. Fifield

  
\_\_\_\_\_  
Erik Moskowitz

\_\_\_\_\_  
Donald J. Gionone

\_\_\_\_\_  
Malcolm S. Sina

\_\_\_\_\_  
Robert E. Smietana

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

By: ROSEMONT-OAGE ASSOCIATES,  
an Illinois limited  
partnership, its General  
Partner

By: FIFIELD COMPANIES,  
LTD., an Illinois limited  
partnership, its General  
Partner

By:   
\_\_\_\_\_  
A General Partner

By: CIIF Associates, a  
Massachusetts general  
partnership, its General  
Partner

By: COPLEY ADVISORS, INC.,  
a Massachusetts  
corporation, Managing  
General Partner

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

92100057



UNOFFICIAL COPY

CONSENT OF GUARANTORS ATTACHED TO  
AND MADE A PART OF THAT CERTAIN  
SECOND EXTENSION AGREEMENT DATED AS OF  
DECEMBER 31, 1991 (the "Agreement") AMONG  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not personally, but as Trustee under a Trust Agreement  
dated December 26, 1985 and known as Trust No. 66364  
("Mortgagor"), FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership ("Borrower") and  
NATIONAL CANADA CORPORATION,  
a Delaware corporation (the "Lender")

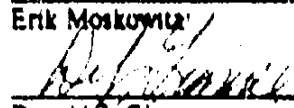
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Robert E. Smetana

FIFIELD-ROSEMONT ASSOCIATES,  
an Illinois general partnership

By: ROSEMONT-GAGE ASSOCIATES,  
an Illinois limited  
partnership, its General  
Partner

By: FIFIELD COMPANIES,  
LTD., an Illinois limited  
partnership, its General  
Partner

By:   
\_\_\_\_\_  
A General Partner

By: CIF Associates, a  
Massachusetts general  
partnership, its General  
Partner

By: COPLEY ADVISORS, INC.,  
a Massachusetts  
corporation, Managing  
General Partner

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

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