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SECOND AMENDMENT TO LOAN DOCUMENTS

This SECOND AMENDMENT TO LOAN DOCUMENTS is made as of the 20th day of November, 1992 by and among AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, a national banking association ("Lender") and THE MCINTYRE GROUP, LTD., a Delaware corporation ("Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 2, 1990 and known as Trust No. 11048709 ("Trustee"), WESTMINSTER GREY LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), WILLIAM D. McINTYRE and ETHEL N. McINTYRE (collectively, "McIntyres").

W I T N E S S E T H

WHEREAS, Borrower and Lender [and joined by Trustee, Westminster Grey, Inc., an Illinois corporation ("Original Beneficiary") and McIntyres] entered into that certain Loan and Security Agreement dated as of June 20, 1990 ("Original Loan Agreement"), as amended by that certain Amendment to Loan Documents dated as of June 20, 1991 (the "First Amendment") by and between Borrower, Original Beneficiary, Trustee, McIntyres and Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 18, 1991 as Document No. 91666253, and recorded in the Office of the Recorder of Deeds of Will County, Illinois on December 31, 1991 as Document No. 91-76328 (the Original Loan Agreement, as amended by the First Amendment, is hereinafter referred to as the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Lender agreed to make available to Borrower a loan not to exceed Four Million Two Hundred Ten Thousand and 00/100 Dollars ($4,210,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by (i) that certain Revolving Line of Credit Note dated June 20, 1990 ("Original Note 1") made by Borrower, payable to the order of Lender, in the original principal amount up to One Million Six Hundred Fifty Thousand and 00/100 Dollars ($1,650,000.00), as amended by that certain First Amendment to Revolving Line of Credit Note dated as of June 20, 1991 (the "First Amended Note 1") by and between Borrower and Lender (the Original Note 1, as amended by the First Amended Note 1, is hereinafter referred to as "Note 1"); (ii) that certain Promissory Note dated June 20, 1990 ("Original Note 2")

made by Borrower, payable to the order of Lender, in the original principal amount of Three Hundred Seventy Five Thousand and 00/100 Dollars ($375,000.00), as amended by that certain First Amendment to Promissory Note dated as of June 20, 1991 (the "First Amended Note 2") by and between Borrower and Lender (the Original Note 2, as amended by the First Amended Note 2, is hereinafter referred to as "Note 2"); (iii) that certain Promissory Note dated June 20, 1990 ("Original Note 3") made by Borrower, Trustee and Original Beneficiary, jointly and severally, payable to the order of Lender, in the original principal amount of One Million Four Hundred Forty-Five Thousand and 00/100 Dollars ($1,445,000.00), as amended by that certain First Amendment to Promissory Note dated as of June 20, 1991 (the "First Amended Note 3") by and among Borrower, Trustee, Original Beneficiary and Lender (the Original Note 3, as amended by the First Amended Note 3, is hereinafter referred to as "Note 3"); (iv) that certain Promissory Note dated June 20, 1990 ("Original Note 4") made by Borrower, payable to the order of Lender, in the original principal amount of Two Hundred Forty Thousand and 00/100 Dollars ($240,000.00), as amended by that certain First Amendment to Promissory Note dated as of June 20, 1991 (the "First Amended Note 4") by and between Borrower and Lender (the Original Note 4, as amended by the First Amended Note 4, is hereinafter referred to as "Original Note 4"); and (v) that certain Promissory Note dated June 20, 1991 by Borrower in favor of Lender, in the original principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) ("New Note");

WHEREAS, the Loan is secured by, inter alia, (i) the Loan Agreement, (ii) that certain Mortgage, Assignment of Leases and Security Agreement dated as of June 20, 1990 ("Original First Mortgage") executed by Trustee and Original Beneficiary in favor of Lender, recorded in the Office of the Recorder of Deeds, Will County, Illinois on June 22, 1990 as Document No. R90-034116, encumbering the property legally described on Exhibit A attached hereto and made a part hereof, as amended by the First Amendment (the Original First Mortgage, as amended by the First Amendment, is hereinafter referred to as the "First Mortgage"), (iii) that certain Junior Mortgage, Assignment of Leases and Security Agreement dated as of June 20, 1990 ("Original Second Mortgage") executed by the McIntyres in favor of Lender, recorded in the Office of the Recorder of Deeds, Cook County, Illinois on June 21, 1990 as Document No. 90295471, encumbering the property legally described on Exhibit B attached hereto and made a part hereof (the "Second Mortgage Property"), as amended by the First Amend-

ment (the Original Second Mortgage, as amended by the First Amendment, is hereinafter referred to as the "Second Mortgage") and (iv) the other Loan Documents (as defined in the Loan Agreement), as amended by the First Amendment;

WHEREAS, pursuant to that certain assignment of beneficial interest dated September 1, 1992, Original Beneficiary assigned and transferred to Beneficiary, all as of its right, title and interest in and to one hundred percent (100%) of the beneficial interest in American National Bank and Trust Company of Chicago Trust No. 11048709; and

WHEREAS, Original Beneficiary is the general partner of Beneficiary; and

WHEREAS, title to the Second Mortgage Property has been transferred from the McIntyres to Ethel N. McIntyre, individually ("ENM"); and

WHEREAS, Borrower, Beneficiary, Trustee, McIntyres, ENM and Lender have agreed to modify the terms of the Loan to, among other things, (i) reduce the amount of the Loan by cancelling the indebtedness evidenced by Note 2, Note 4 and the New Note; (ii) increase the amount of the Loan by Six Hundred Forty Thousand Dollars ($640,000.00), to be evidenced by that certain Promissory Note dated of even date herewith ("Refinance Note") made by Borrower payable to the order of Lender in the original principal amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00); (iii) extend the Maturity Date reflected in Note 1 from June 20, 1992 to June 20, 1993; (iv) increase the maximum principal amount available under Note 1 to an amount equal to Two Million Five Hundred Thousand Dollars ($2,500,000); (v) provide for an advance under Note 1 against Eligible Inventory (as hereinafter defined) up to a maximum of Five Hundred Thousand and 00/100 Dollars ($500,000.00) or 20% of Eligible Inventory, (vi) to reduce the interest rate under Note 3 from Eleven and One Quarter Percent (11.25%) per annum to Eight and Eighty-five Hundredths percent (8.85%) per annum, (vii) extend the Maturity Date reflected in Note 3 from June 20, 1995 to June 20, 1997, (viii) to release Borrower from all liabilities and obligations as a Co-Maker under Note 3 and (ix) release Ethel N. McIntyre from all liabilities and obligations as a guarantor under the Guaranty (as defined in the Loan Agreement); and

WHEREAS, Borrower and Lender have agreed to amend the Loan Agreement, the First Mortgage and the Second Mortgage (collectively, the "Mortgages") and the other Loan Documents as more fully set forth herein; and

WHEREAS, concurrently with the execution hereof, Borrower and Lender shall mark "cancelled" each of Note 2, Note 4 and the New Note and shall execute an amendment (collectively, the "Note Amendments") to each of Note 1 and Note 3, respectively, and to the Guaranty to reflect, among other things, the agreements set forth herein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals to this Amendment are hereby incorporated herein by reference.

2. Definitions Utilized In This Amendment. All defined terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

3. Increase in Amount of Total Facility. The amount of the Total Facility shall be increased by Three Hundred Seventy-Five Thousand Dollars ($375,000.00) from a loan not to exceed Four Million Two Hundred Ten Thousand and 00/100 Dollars ($4,210,000.00) to a loan not to exceed Four Million Five Hundred Eighty-Five Thousand Dollars ($4,585,000.00).

4. General Definitions. The Loan Agreement, Mortgages and other Loan Documents are hereby amended as of the Effective Date (as hereinafter defined) as follows:

   a. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to the "Loan Agreement", "Mortgages," "Guaranty" and "Loan Documents" shall mean and include the Loan Agreement, Mortgages, Guaranty and Loan Documents, as amended hereby.

   b. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to the "Note" shall mean and include (i) Note 1 and Note 3, as amended by the Note Amendments, and (ii) the Refinance Note.

c. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to the "Loan Documents" shall mean and include the Refinance Note and shall exclude Note 2, Note 4 and the New Note.

d. Any and all references in the Loan Agreement, Mortgages and the other Loan Documents to the "Loan" or "Total Facility" shall mean and include the Loan as increased hereby.

e. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to the "Maximum Revolver Amount" shall mean Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00).

f. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to "Note 2," "Note 4," the "New Note" and the "Bridge Loan" shall be deleted in their entirety.

g. Any and all reference in the Loan Agreement, Mortgages and other Loan Documents to the "Term Loan" shall mean the loan in the principal amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) evidenced by and repayable in accordance with the terms of the Refinance Note.

h. Any and all references in the Loan Agreement, Mortgages and other Loan Documents to "Guarantor" or "Guarantors" shall mean William D. McIntyre.

5. Modification of Loan Agreement. The Loan Agreement is further amended as of the Effective Date as follows:

a. Paragraph 9.16 of the Loan Agreement shall be deleted in its entirety.

b. Paragraph 9.22 of the Loan Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

> "9.22 Capital Expenditure. Borrower shall not make or incur any Capital Expenditure if, after giving effect thereto, the aggregate

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amount of all Capital Expenditures by Borrower would exceed $750,000 for the 1992 Fiscal Year.

With respect to the maximum allowable Capital Expenditures permitted to be made by Borrower hereunder for each Fiscal Year subsequent to the 1992 Fiscal Year, within Forty-Five (45) days prior to the end of the Fiscal Year immediately preceding the applicable Fiscal Year, Borrower shall submit to Lender Borrower's projections of its anticipated Capital Expenditures for the applicable Fiscal Year and Lender, in its reasonable discretion, shall notify Borrower, in writing, on or prior to December 31 of the Fiscal Year immediately preceding the applicable Fiscal Year, of the maximum allowable Capital Expenditures Borrower may expend for the applicable Fiscal Year.

c. Paragraph 9.23 of the Loan Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

(i) Funded Debt Ratio. Borrower shall not permit the ratio of Debt to Adjusted Tangible Net Worth to exceed 3.0 to 1.0 during the 1992 Fiscal Year.

(ii) Adjusted Tangible Net Worth. Borrower shall maintain Adjusted Tangible Net Worth of not less than $2,250,000.00 during the 1992 Fiscal Year.

(iii) Future Fiscal Years. With respect to the maximum allowable (i) Funded Debt Ratio and (ii) Adjusted Tangible Net Worth, permitted under this Loan Agreement for each Fiscal Year subsequent to the 1992 Fiscal Year, within forty-five (45) days prior to the end of the Fiscal Year immediately preceding the applicable Fiscal Year, Borrower shall submit to Lender Borrower's projections of its anticipated Adjusted Tangible Net Worth for the applicable Fiscal Year and Lender, in its reasonable discretion, shall notify Borrower, in writing, on or prior to December 31 of the Fiscal Year immediately preceding the applicable Fiscal Year, of the maxi-

mum allowable Funded Debt Ratio and Adjusted Tangible Net Worth that shall bind Borrower for the applicable Fiscal Year.

d. Paragraph 3.1(a)(iii) shall be deleted in its entirety and the following shall be substituted therefor:

"(iii) the Mortgage Loan, at a fixed per annum rate equal to Eight and Eighty-five Hundredths percent (8.85%);

6. Modification of Mortgages. The Mortgages are further amended as of the Effective Date as follows:

a. Paragraph 1.1 (f) of the Mortgages are hereby respectively modified as follows:

(i) delete subparagraphs (iii), (iv) and (v) in their entirety;

(ii) add the following as new subparagraph (ii):

"(ii) under the Refinance Note at the fluctuating rate of One and One-Half Percent (1.50%) in excess of the Prime Rate per annum, and";

(iii) delete subparagraph (iii) in its entirety and insert the following in lieu thereof:

"(iii) under Note 3 at the fixed rate of Eight and Eighty-five Hundredths percent (8.85%) per annum";

b. Paragraph 1.1(g) of the Mortgages are hereby respectively modified as follows:

(i) delete subparagraph (i) in its entirety and insert the following in lieu thereof:

"(i) June 20, 1993 with respect to Note 1, as the same may be extended from time to time".

(ii) delete subparagraphs (ii), (iv) and (v) in their entirety;

(iii) add the following new subparagraph (ii):

"November 20, 1997 with respect to the Refinance Note"; and

(iv) delete subparagraph (iii) in its entirety and insert the following in lieu thereof:

"June 20, 1997 with respect to Note 3."

c. Exhibit A-5 attached to the Mortgages shall be deleted in its entirety and Exhibit C attached hereto and made a part hereof shall be substituted therefor (it being acknowledged between the parties Exhibit C hereto should be referred to for a complete recital of all of the terms and conditions of the Refinance Note).

7. Effective Date. This Amendment shall be and become effective on the Date (the "Effective Date") on which all of the following conditions precedent shall have been satisfied, in Lender's sole discretion:

a. All parties to this Agreement shall have executed and delivered this Amendment and Borrower shall have caused this Amendment to be (i) duly recorded in the Office of the Recorder of Deeds, Will County, Illinois and (ii) duly recorded in the Office of the Recorder of Deeds, Cook County, Illinois.

b. William D. McIntyre shall have executed and delivered to Lender a second modification and restatement of that certain Payment Guaranty dated as of June 20, 1990 from the McIntyres in favor of Lender, as amended by that certain Modification and Restatement of Payment Guaranty dated June 20, 1991 by and between McIntyres and Lender, in form and substance reasonably satisfactory to Lender ("Modified Guaranty").

c. Borrower, Trustee and Beneficiary, as the case may be, shall have executed and delivered to Lender the Note Amendments.

d. Borrower shall have executed and delivered to Lender the Refinance Note.

e. Lender shall have executed and delivered to Borrower Note 2, Note 4 and the New Note marked "cancelled".

f. Borrower shall have delivered to Lender endorsements to Chicago Title Insurance Company's ALTA Lender's Title Insurance Policy Nos. 02-58-425 and 72-64-803 (collectively the "Policies"), which endorsements shall respec-

tively (i) extend the effective date of the Policies through the date of the recording of this Amendment, (ii) insure (a) the first lien priority of the insured mortgage under Policy No. 02-58-125 and (b) the second lien priority of the insured mortgage under Policy No.72-64-803, subject only to the respective Schedule B exceptions listed on the Policies, (iii) reflect that any real estate taxes or assessments due and owing with respect to each property listed respectively on Schedule A of the Policies have been fully paid and (iv) increase the insured amount to $4,585,000.00.

g. Borrower shall have caused its counsel to deliver to Lender a legal opinion concerning the matters set forth in the Note Amendments, this Amendment, the New Note and the Modified Guaranty, which legal opinion shall be in form and substance reasonably satisfactory to Lender.

h. Borrower shall have paid to Lender (i) a fee in the amount of One Thousand Nine Hundred and 00/100 Dollars ($1,900.00) in consideration of Lender's agreement to release Note 2, Note 4 and the New Note and to make a loan to Borrower in the amount of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) evidenced by the Refinance Note, and (ii) a fee equal to two percent (2%) of the then outstanding principal balance under Note 3 in consideration of the reduction of the interest rate payable under Note 3.

i. Borrower, Trustee, Beneficiary and the McIntyres shall have delivered to Lender any other documents and instruments, including, without limitation, any corporate or trust authorization documents, as may be reasonably requested by Lender.

8. Representations and Warranties. In order to induce Lender to enter into this Amendment, (i) Trustee hereby represents and (ii) Borrower, Beneficiary and the McIntyres hereby represent and warrant, to Lender the following: (a) all of Trustee's representations and Borrower's, McIntyres and Beneficiary's representations and warranties contained in the Loan Agreement, Mortgages, and other Loan Documents, as the case may be, as the same are amended hereby, are true, correct and complete on the date hereof with the same force and effect as if made on such date, (b) the Loan Agreement, Mortgages, and other Loan Documents are in full force and effect and (c) Borrower, Trustee, Beneficiary and the McIntyres, respectively, have no defenses, claims, causes of action, counterclaims or offsets against Lender, its officers, employees, agents, directors or attorneys of any kind or nature whatsoever.

9. Limitation. This Amendment is limited as specified herein and shall not constitute a modification or waiver of or otherwise affect in any way any other provision of the Loan Agreement, Mortgages or any of the other Loan Documents.

10. Governing Law. This Amendment shall be construed in accordance with the laws of the State of Illinois.

11. Execution of Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. Trustee Exculpation. This Amendment is executed by Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the Beneficiary of that certain Trust Agreement hereinbefore specified. It is expressly understood and agreed that nothing herein or in said Trust Agreement contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by Lender, and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Loan Documents as of the day and year first above written.

BORROWER:

THE MCINTYRE GROUP, LTD., a Delaware corporation

By: Wm D. McIntyre
Name: Wm D. McIntyre
Title: President

ATTEST:

By: Ethel N. McIntyre
Name: Ethel N. McIntyre
Title: Secretary-treasurer

BENEFICIARY:

WESTMINSTER GREY LIMITED PARTNERSHIP, an Illinois limited partnership

By: WESTMINSTER GREY, INC., an Illinois corporation, General Partner

By: Wm D. McIntyre
Name: Wm D. McIntyre
Title: President

ATTEST:

By: Ethel N. McIntyre
Name: Ethel N. McIntyre
Title: Secretary-treasurer

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

By: J. Johansen
Name: J. JOHANSEN
Title: 2ND V.P.

ATTEST:

By:
Name: Gregory S. Kasprzyk
Title: Asst Secty

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MCINTYRES:

x _____
WILLIAM D. MCINTYRE

x _____
ETHEL N. MCINTYRE

ENM:

x _____
ETHEL N. MCINTYRE

THE UNDERSIGNED IS EXECUTING BELOW FOR THE PURPOSE OF WAIVING ANY HOMESTEAD RIGHTS IN AND TO THE SECOND MORTGAGE PROPERTY

x _____
WILLIAM D. MCINTYRE

LENDER:

AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, a national banking association

By: _____
Name: Sharpley Chinea
Title: Banking Officer

By: _____
Name: Sean T. McDonnell
Title: Second Vice President

ATTEST:

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STATE OF IL)
) SS
COUNTY OF Cook)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that P. JOHANSEN and Gregory S. Kasprzyk personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the 2nd VP and Asst Sec, respectively, of American National Bank and Trust Company of Chicago, a national banking association, as trustee as aforesaid appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of JAN 05 1993, 1992.

L. M. Sovienski
NOTARY PUBLIC

MY COMMISSION EXPIRES

_____

"OFFICIAL SEAL"
L.M. SOVIENSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/27/96

93041735

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Deborah R. Reketis a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sean McDermott and Steven Unger personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Second Vice President and Officer, respectively, of American National Bank of Arlington Heights, a national banking association, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 4th day of January, 1993.

Deborah R. Reketis
NOTARY PUBLIC

MY COMMISSION EXPIRES
2/19/95

"OFFICIAL SEAL"
DEBORAH R. REKETIS
Notary Public, State of Illinois
My Commission Expires 2/19/95

93041735

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maribeth Robinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM D. McINTYRE and ETHEL N. McINTYRE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary-Treasurer, respectively, of The McIntyre Group, Ltd, a Delaware corporation, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of December, 1992.

Maribeth Robinson
NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL
MARIBETH ROBINSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 27,1996

93041735

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maribeth Robinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM D. McINTYRE and ETHEL N. McINTYRE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary-Treasurer, respectively, of Westminster Grey, Inc., an Illinois corporation, as general partner of Westminster Grey Limited Partnership, an Illinois limited partnership, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of December, 1992.

Maribeth Robinson
NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL
MARIBETH ROBINSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 27,1996

93041735

STATE OF Illinois)
) SS
COUNTY OF cook)

I, Maribeth Robinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM D. MCINTYRE, 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of December, 1992.

Maribeth Robinson
NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL
MARIBETH ROBINSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 27,1996

93041735

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maribeth Robinson a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ETHEL N. MCINTYRE, 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 she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of December, 1993.

Maribeth Robinson
NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL
MARIBETH ROBINSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 27,1996

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EXHIBIT A

Legal Description

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD; ALSO THAT PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SECTION 10 THAT IS 280.0 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 155.0 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD 1129.8 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTH WEST 1/4 OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE OF SAID SOUTH 1/2 OF SAID SOUTH WEST 1/4 584.62 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH ALONG THE SAID WEST LINE OF SAID SECTION 1045.0 FEET TO THE POINT OF BEGINNING, BEING IN TOWNSHIP, 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Permanent Tax Number: 14-09-400-006
14-10-300-003

Common address: 1000 Governors Highway
University Park, Illinois

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Julie Chatz Lerman, Esq.
Coffield Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602

EXHIBIT B

Legal Description

PARCEL 1

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 31, 606.50 FEET WEST OF THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 81 DEGREES, 04 MINUTES, AS MEASURED FROM RIGHT TO LEFT WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 41.43 FEET; THENCE NORTHEASTERLY ALONG A LINE, A DISTANCE OF 322.09 FEET TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTH LINE OF SECTION 31, 268.4 FEET WEST OF THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION, NORTHWESTERLY TO A POINT ON A LINE 565 FEET NORTH OF THE SOUTH LINE OF SAID SECTION AND 406.47 FEET WEST OF THE EAST LINE OF THE SOUTH WEST 1/4, THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE LINE 565 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG THE LINE BEING 565 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 190.86 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY 330.28 FEET ALONG A CURVED LINE CONCAVE TO THE SOUTH EAST AND HAVING A RADIUS OF 209.6 FEET; THENCE SOUTH ALONG A LINE 808 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION, A DISTANCE OF 354.33 FEET TO THE SOUTH LINE OF SECTION 31, THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF THE EASEMENT FOR INGRESS AND EGRESS EXTENDING EAST FROM THE EASTERN TERMINUS OF 87TH STREET AS DEDICATED AND RECORDED OVER AND UPON THAT PART OF THE STRIP OF LAND 50 FEET IN WIDTH AS SET FORTH ON PLAT OF EASEMENT RECORDED JULY 16, 1975 AS DOCUMENT 23152192 FALLING WITHIN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 6, THENCE EAST ALONG THE NORTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 6 TO A POINT 606.50 FEET WEST OF THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 6; THENCE SOUTH AND PERPENDICULAR TO THE LAST DESCRIBED

COURSE A DISTANCE OF 50 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 6 TO THE WEST LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 6; THENCE NORTH ALONG THE LAST DESCRIBED LINE WHICH LINE IS THE EASTERN TERMINUS LINE OF 87TH STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Permanent Tax Number: 18-31-303-010-0000

Common Address: 11620 West 87th Street
Hinsdale, Illinois

jsc0608rev

EXHIBIT C

PROMISSORY NOTE

$640,000.00

Chicago, Illinois
November 20, 1992

FOR VALUE RECEIVED, THE MCINTYRE GROUP, LTD., a Delaware corporation ("Maker") hereby promises to pay to the order of AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, a national banking association and its successors and assigns ("Payee") at its principal office at 1 North Dunton, Arlington Heights, Illinois 60005, or at such other place as Payee may from time to time designate, in the manner hereinafter provided, the principal sum of SIX HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($640,000.00), in lawful money of the United States of America, together with interest at the fluctuating rate of One and One-Half Percent (1.5%) in excess of the "Prime Rate" (as hereinafter defined) per annum (the "Interest Rate"), from and after the date hereof on the balance of principal remaining from time to time unpaid, as follows:

(i) In sixty (60) equal monthly installments of TEN THOUSAND SIX HUNDRED SIXTY-SEVEN and 00/100 DOLLARS ($10,667.00) each plus interest in arrears at the Interest Rate for the period beginning November 20, 1992 and ending November 19, 1997, with the first installment due on December 20, 1992 and with successive installments due on the 20th day of each month thereafter through November 20, 1997.

(ii) All of the unpaid principal balance outstanding hereunder and any unpaid interest accrued shall be due and payable, if not sooner paid and if not sooner due by acceleration, or as otherwise hereinafter set forth, on November 20, 1997 (the foregoing applicable date being hereinafter referred to as the "Maturity Date").

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All of the aforesaid payments shall be applied first to interest and then to principal outstanding hereunder, except that if any advance made by Payee under this Note, the Mortgage (as hereinafter defined) the Loan Agreement (as hereinafter defined) or under any of the other Loan Documents (as hereinafter defined) or any late payment charge is not paid when due, Payee shall have the option of applying any monies received from Maker to payment of such advances or charges plus interest thereon before applying any of such monies to any installment then due.

This Note is secured by (i) a certain Loan and Security Agreement dated as of June 20, 1990 (the "Original Loan Agreement") by and between Payee and Maker, as amended by that certain Amendment to Loan Documents dated June 20, 1991 ("First Amendment") by and among Maker, Trustee (as hereinafter defined), Beneficiary (as hereinafter defined), the McIntyres (as hereinafter defined) and Payee, as further amended by that certain Second Amendment to Loan Documents of even date herewith (the "Second Amendment") by and among Maker, Trustee, Beneficiary, the McIntyres and Payee (the Original Loan Agreement, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Loan Agreement"), (ii) a certain Mortgage, Assignment of Leases and Security Agreement dated as of June 20, 1990 (the "Original First Mortgage") executed by American National Bank and Trust Company of

Chicago, not personally but as Trustee under Trust Agreement dated March 2, 1990 and known as Trust No. 11048709 ("Trustee") and Westminster Grey, Inc., an Illinois corporation ("Beneficiary"), sole beneficiary of Trustee, in favor of Payee, which encumbers and is secured by certain real estate and improvements thereon located at 1000 Governors Highway, University Park, Will County, Illinois and legally described on Exhibit B attached to the Original First Mortgage (the "First Real Estate"), which Original First Mortgage was (a) recorded on June 22, 1990 in the office of the Recorder of Deeds, Will County, Illinois as Document No. R90-034116, and (b) was amended by the First Amendment and the Second Amendment (the Original First Mortgage, as amended by the Amendment, is hereinafter referred to as the "First Mortgage"), (iii) a certain Junior Mortgage, Assignment of Leases and Security Agreement dated as of June 20, 1990 (the "Original Second Mortgage") executed by William D. McIntyre and Ethel N. McIntyre (collectively, the "McIntyres") in favor of Payee, which encumbers and is secured by certain real estate and improvements thereon located at 11620 West 87th Street, Hinsdale, Cook County, Illinois and legally described on Exhibit B attached to the Original Second Mortgage (the "Second Real Estate"), which Original Second Mortgage was (x) recorded in the Office of the Recorder of Deeds, Cook County, Illinois on June 21, 1990 as Document No. 90295471 and (y) amended by the First Amendment and the Second Amendment (the Original Second Mortgage, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Second Mortgage") (the First Mortgage and the Second Mortgage are hereinafter collectively referred to as the "Mortgage") (the First Real Estate and the Second Real Estate are hereinafter collectively referred to as the "Real Estate") and (iv) the other Loan Documents (as defined in the Loan Agreement), as amended by the First Amendment and the Second Amendment.

This Note may be prepaid in whole or in part at any time without premium or penalty.

For purposes of this Note, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by American National Bank of Arlington Heights, at Arlington Heights, Illinois, as its "Prime Rate". Changes in the rate of interest to be charged hereunder shall take effect immediately upon the announcement of any change in the Prime Rate. A certificate made by an officer of American National Bank of Arlington Heights stating the Prime Rate in effect on any given date shall be conclusive evidence of the Prime Rate in effect on such date. In the event American National Bank of Arlington Heights ceases to use the term "Prime Rate", then the Prime Rate herein shall be determined by reference to the rate used by American National Bank of Arlington Heights, as a base rate of interest for commercial loans as the same shall be designated by American National Bank of Arlington Heights, or alternatively, in Payee's discretion, by reference to the Prime Rate of such money center national bank as Payee shall designate. Maker acknowledges that the Prime Rate announced by American National Bank of Arlington Heights or any base rate in lieu thereof is not necessarily the lowest rate charged for secured or unsecured loans.

Interest shall be calculated hereunder on the basis of a 360-day year and the actual number of days elapsed in any month or portion thereof in which interest shall be due.

If (i) Maker fails to pay any installment or payment of principal or interest or other charge within five (5) days of when due hereunder or under the Mortgage, the Loan

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Agreement or any of the other Loan Documents within five (5) days of when due thereunder, or (ii) if at any time hereafter the right to foreclose or exercise the remedies available under the Mortgage, the Loan Agreement or the other Loan Documents or to accelerate this Note shall accrue to Payee under any of the provisions contained in this Note, the Mortgage, the Loan Agreement or the other Loan Documents, including, without limitation, by reason of the Real Estate or any part thereof, or any legal, equitable or beneficial interest therein, being sold, assigned, transferred, conveyed, mortgaged or otherwise liened or encumbered to or in favor of any party other than Payee, or by reason of Maker or any beneficiary of Maker entering into any contract or agreement for any of the foregoing, or (iii) if at any time hereafter any other default occurs under the Mortgage, the Loan Agreement or any of the other Loan Documents, and Maker fails to cure any of the events specified in (i), (ii) or (iii) in this paragraph within the time period, if any, provided for curing the same under the terms of the Mortgage, the Loan Agreement or the other Loan Documents, then at the option and election of Payee, and without further notice, grace or opportunity to cure, the entire unpaid principal balance outstanding hereunder, together with all interest accrued thereon, shall be accelerated and become immediately due and payable at the place of payment aforesaid.

In case the right to accelerate this Note shall accrue by reason of any of the events of default referred to in the preceding paragraph, in lieu of or in addition to any other right or remedy then available under this Note, the Mortgage, the Loan Agreement or the other Loan Documents, Payee shall have the right and option, without further notice, to implement, as of and from the date of default, the "Default Rate" (as hereinafter defined) to the entire principal balance outstanding under the Note and all accrued interest thereon. For purposes of this Note, the "Default Rate" shall mean the rate of Six and One-Half Percent (6.5%) in excess of the Prime Rate per annum, unless prohibited by applicable law, in which event at the highest rate permitted by applicable law.

Notwithstanding the receipt of any monthly installment payment within any cure or grace period and without limiting the foregoing, Payee shall have the option, in lieu of or in addition to acceleration and/or implementing the Default Rate and/or exercising any other right or remedy, to require that Maker shall pay to Payee a late payment charge equal to Five Percent (5.0%) of any monthly installment payment not received on the applicable due date to partially defray the additional expenses incident to the handling and processing of past due payments. The foregoing late payment charge shall apply individually to all past due payments and shall be subject to no daily pro rata adjustment or reduction.

Time is of the essence hereof.

Maker, for itself and its successors and assigns, and each co-maker, endorser or guarantor, if any, of this Note, for their successors and assigns, hereby forever waives presentment, protest and demand, notice of protest, demand, dishonor and non-payment of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisement, exemption and homestead law now provided or which may hereby be provided by any federal or state statute or decisions, including, but not limited to, exemptions provided

by or allowed under the Bankruptcy Code against the enforcement and collection of the obligations evidenced by this Note, and any and all amendments, substitutions, extensions, renewals, increases, and modifications hereof. Maker agrees to pay all costs and expenses of collection and enforcement of this Note when incurred, including Payee's reasonable attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto. No extensions of time of the payment of this Note or any installment hereof or any other modification, amendment or forbearance made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the liability of any co-maker, endorser, guarantor or any other person with regard to this Note, either in whole or in part.

No failure on the part of Payee or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment, or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter, or to impose the Default Rate retroactively or prospectively, or to impose late payment charges, or shall be deemed to be a novation of this Note or a reinstatement of the debt evidenced hereby, or a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right which Payee or any holder hereof may have, whether by the laws of the State of Illinois, by agreement or otherwise, and none of the foregoing shall operate to release, change or affect the liability of Maker or any co-maker, endorser or guarantor of this Note, and Maker and each co-maker, endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be modified or amended orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

The parties hereto intend and believe that each provision in this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provisions, provision, or portion of any provision in this Note is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law, or administrative or judicial decision, or public policy, and if such court would declare such portion, provision or provisions of this Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force and effect to the fullest possible extent they are legal, valid and enforceable, and the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were severable and not contained therein, and the rights, obligations and interest of Maker and the holder hereof under the remainder of this Note shall continue in full force and effect.

All terms, conditions and agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holders hereof for the use, forbearance or deten-

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tion of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable laws. If, from any circumstances whatsoever, fulfillment of any provision hereof shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if under any circumstances the holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to reduction of the unpaid principal balance due hereunder and not to the payment of interest.

This Note shall inure to the benefit of Payee and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. As used herein, the term "Payee" shall mean and include the successors and assigns of the identified payee and the holder or holders of this Note from time to time.

Maker acknowledges and agrees that (i) this Note and the rights and obligations of all parties hereunder shall be governed by and construed under the laws of the State of Illinois; (ii) the obligation evidenced by this Note is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601, et seq.; (iii) said obligation constitutes a "business loan" which comes within the purview of Ill. Rev. Stat. ch. 17, ¶ 6404, § 4(1)(c) (1981); and (iv) the proceeds of the loan evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "G" issued by the Board of Governors of the Federal Reserve System.

The obligations of the Maker of this Note shall be direct and primary, and when the context or construction of the terms of this Note so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter.

EXECUTED AND DELIVERED at Chicago, Illinois as of the 20th day of November, 1992.

THE MCINTYRE GROUP, LTD., a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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