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Attorney No. 91797

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:)	
)	
JILL M. FRIEDBERG,)	
Petitioner,)	
)	
and)	No. 93 D 17613
)	
MICHAEL R. FRIEDBERG,)	
Respondent.)	

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the written stipulation of the parties and upon the duly verified Petition for Dissolution of Marriage of the Petitioner, JILL M. FRIEDBERG ("JILL"), and the Response thereto of the Respondent, MICHAEL R. FRIEDBERG ("MICHAEL"), JILL being present in open Court in her own person and by her counsel, DORENE MARCUS, ESQ., and MICHAEL being present in open Court in his own person and by his counsel, ERROL ZAVETT, of DAVIS, FRIEDMAN, ZAVETT, KANE & MacRAE, the Court having heard the testimony of JILL duly sworn and examined in open Court, in support of the allegations and charges contained in her Petition for Dissolution of Marriage (a certificate of which evidence, being duly signed and sealed, will be filed herein), and the Court considering the evidence and now being fully advised in the premises, and having jurisdiction of the parties, FINDS THAT:

1. Both parties at the time this action was commenced were domiciled in and residents of the State of Illinois and such domiciles and residences were maintained for 90 days next preceding the making of these findings.

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2. The parties were lawfully joined in marriage on March 21, 1970, which marriage was registered in Chicago, Cook County, Illinois.

3. One child was born to the parties as a result of the marriage, namely Eric, born April 10, 1975; no children were adopted by the parties and JILL is not presently pregnant.

4. Irreconcilable differences have caused the irretrievable breakdown of the marriage, attempts at reconciliation have failed, and future attempts at reconciliation would be impractical and not in the best interests of the family.

5. JILL has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence and a Judgment for Dissolution of Marriage should be entered herein.

6. The parties have entered into a written Settlement Agreement dated December 29, 1993, which Agreement has been presented to this Court for its consideration. This Court finds that said Agreement was entered into voluntarily between the parties thereto. The parties have agreed that notwithstanding this Court's approval of the Agreement, the specific terms thereof shall not be set forth in this Judgment but shall be incorporated herein by reference only. Even though the Agreement is not incorporated *verbatim*, the terms shall be enforceable as though set forth hereinafter *verbatim*. That written Settlement Agreement is not unconscionable and ought to receive the approval of this Court.

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Case No. 93-07744

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED, as follows:

A. The parties are and each of them is awarded a Judgment for Dissolution of Marriage and the bonds of matrimony heretofore existing between JILL M. FRIEDBERG and MICHAEL R. FRIEDBERG are hereby dissolved.

B. The Settlement Agreement between the parties, dated December 29, 1993, is incorporated herein by reference and all the terms of that Agreement are made a part of this Judgment and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were set forth verbatim in this paragraph as the judgment of this Court, and each of the parties shall perform all of the acts undertaken by them under the terms of said Agreement.

C. Except as provided in the Settlement Agreement, the inchoate, or other right of alimony, support or maintenance, dower, homestead, claim or title, contingent, reversionary or otherwise, and any right of curtesy and descent, and all other rights and claims of each party in the real or personal property of the other party are hereby forever relinquished, released, barred and ended; and that during their respective lifetimes, each of the parties may deal with his or her separate estates as if they had never been married to each other, and upon the death of either of them, the real or personal property then owned by him or her shall pass by his or her Will, or under the laws of descent as the case may be,

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free from any right, statutory or otherwise, inheritance, dower, title or claim of the other party, and as if the parties had never been married to each other; that neither of the parties hereto shall, at any time hereafter, sue the other or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any of the rights relinquished, waived, discharged, released, barred and terminated hereunder, and this Judgment for Dissolution of Marriage, together with the written Settlement Agreement incorporated herein by reference, is dispositive of all rights of property, whether marital, non-marital or mixed; provided, however, that nothing herein contained shall operate or be construed as a waiver or release of the obligation to comply with the provisions of this Judgment for Dissolution of Marriage and of the terms and provisions of the Agreement incorporated herein by reference.

D. Except as provided in the Settlement Agreement, the parties be and hereby are forever barred, terminated and ended from receiving maintenance, one from the other.

E. The Court expressly retains jurisdiction of this cause for the sole purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all of the terms of the parties' written Settlement Agreement dated December 29, 1993, as hereinabove set forth.

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F. There is no just reason to delay the enforcement of
or appeal from this Judgment.

ENTER:



JUDGE

APPROVED:


Attorney for Petitioner


Attorney for Respondent

DAVIS, FRIEDMAN, ZAVETT, KANE & MacRAE
Attorneys for Respondent
140 South Dearborn Street
Chicago, Illinois 60603
(312) 782-2220

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12/28/93

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of December, 1993, by and between MICHAEL R. FRIEDBERG (hereinafter referred to as "MICHAEL"), and JILL M. FRIEDBERG (hereinafter referred to as "JILL");

W I T N E S S E T H :

RECITALS

A. The parties were married on the 21st day of March, 1970, which marriage was registered in Chicago, Cook County, Illinois.

B. One child was born as a result of this marriage, namely Eric, born April 10, 1975; no child was adopted by these parties and JILL is not presently pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties.

D. JILL has filed a Petition for Dissolution of Marriage against MICHAEL in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, in Case No. 93 D 17613, and MICHAEL has filed his Response thereto (which case is referred to as the "Pending Case").

E. Without any collusion as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the said parties may have, the parties hereto consider it to be in their best interest to settle between themselves the questions of maintenance and their respective rights of property,

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marital and non-marital, growing out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. MICHAEL has employed and had the benefit of counsel of ERROL ZAVETT, of Davis, Friedman, Zavett, Kane & MacRae, as his attorney, and has had the benefit of his advice, investigation and recommendations with reference to the subject matter of this Agreement.

G. JILL has employed and had the benefit of counsel of DORENE MARCUS, ESQ., as her attorney, and has had the benefit of her advice, investigation and recommendations with reference to the subject matter of this Agreement.

H. Both parties are fully advised, informed and conversant with and as to the wealth, assets, skills and business training, liabilities and debts of the other and acknowledge that they have received full and sufficient disclosure and full information from the other party as to all such matters, notwithstanding that no formal discovery has been had.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, as hereinafter set forth, and for other good and valuable considerations, the receipt of which are jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

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I. Reservation of Litigation Rights

This Agreement is not one to obtain or stimulate a dissolution of marriage. Each party reserves the right to prosecute and to defend any action for dissolution of marriage or legal separation which the other party has brought or may bring.

II. Provisions Relating to Eric

A. Mutual Cooperation

The parties acknowledge that although their child, Eric, is an adult, and neither has any legal obligation to support him, both parties intend to cooperate with each other to reach mutual agreement about Eric's medical care, education and living expenses for the foreseeable future. The parties also intend to jointly request the trustee of any trust of which Eric is a beneficiary to use the income or principal from any such trust for (1) Eric's uninsured extraordinary medical expenses; (2) the purchase of an automobile for Eric; (3) significant automobile repairs for Eric; (4) the purchase or leasing of an independent residence for Eric; and (5) the cost of Eric's schooling, including residential facilities. Such expenditures will only be made if MICHAEL, JILL and the trustees of such trust agree.

B. Financial Responsibility

Subject to payment from any trust as set forth under Article II(A) hereinabove, MICHAEL will pay for Eric's medical care, education and living expenses (including without limitation JILL's agreed upon expenses relating thereto), and JILL will have no financial responsibility for ERIC. It is intended that

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MICHAEL's payments for Eric will not continue indefinitely, and that his obligation will terminate when ERIC becomes able to live independently, at age 25 or earlier as MICHAEL and JILL shall agree. In no event will MICHAEL be required to make payments to or for Eric's benefit as set forth in Article II(A) hereinabove if, and to the extent that, the Eric W. Friedberg Minor's Trust (or Eric, as distributee thereunder) has assets which may be so used.

C. Child Support

For each seven days which Eric lives with JILL, MICHAEL will pay to JILL the sum of \$150 per week for child support or such greater sum as may be necessary to reimburse JILL for material out of pocket expenditures (meaning any single expenditure exceeding \$100 or any expenditures in a calendar month which exceed \$250 in the aggregate) required for Eric, provided that (1) no such material expenditure for which JILL may seek reimbursement from MICHAEL should be incurred without first consulting with MICHAEL except in the case of an emergency; and (2) she notifies MICHAEL of such expenditure promptly. In addition, MICHAEL will reimburse JILL for any increased cost of her automobile insurance on account of Eric's use of her vehicle.

III. Maintenance

A. Waiver by Michael

MICHAEL expressly waives the right to receive alimony, support or maintenance from JILL, now or at any time in the future. This provision shall not be modifiable by any court.

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B. 1993 Payment

If on December 31, 1993 (i) the parties are divorced; (ii) this Agreement is in effect; (iii) both JILL and MICHAEL are alive; and (iv) JILL has not remarried, MICHAEL will pay JILL, as a first payment of maintenance, the sum of \$ 75,000.

C. Post 1993 Payments

Commencing on February 1, 1994, MICHAEL shall pay maintenance to JILL in amounts determined pursuant to the following provisions:

1. An amount equal to thirty percent (30%) of any cash distributions (hereinafter referred to as the "Law Earnings") received by MICHAEL from Sugar, Friedberg & Felsenthal or any successor or additional firm or business entity with which MICHAEL is employed or otherwise actively associated with at any time in the future (hereinafter referred to as the "Firm"). Law Earnings are not intended to include reimbursement of any costs or expense MICHAEL expends for the Firm. MICHAEL's payments under this provision will be reduced in accordance with Article IV(A) (1) (c) (i) hereinafter until the Marital Residence is sold.

2. In addition to the Law Earnings being shared under (1) above, an additional amount equal to twenty percent (20%) of any amounts received by MICHAEL from the Firm or any of the partners in the Firm in excess of MICHAEL's share of taxable income from the Firm (hereinafter referred to as the "Additional Earnings"). The parties contemplate that MICHAEL might be paid for some portion of his interest in the Firm or might receive

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distributions of capital from the Firm in excess of his share of taxable income, and in such event MICHAEL would share the Additional Earnings equally with JILL. This provision is not intended to include reimbursement of any costs or expense MICHAEL expends for the Firm or any money received by MICHAEL from partners in the Firm unrelated to the practice of law.

3. MICHAEL will pay JILL the amount due to her from Law Earnings within ten business days after he receives such funds. MICHAEL will pay Jill the amount due to her from Additional Earnings within ten business days after he receives such funds and is aware that such receipt by him constitutes Additional Earnings (which may depend upon receipt of information concerning the Firm's taxable income). MICHAEL also will promptly provide JILL with copies of distribution checks, notices or any other corroborating documentation reasonably required to show his pro rata share of distributions and the appropriate income tax information.

4. The above provisions for payments from the Law Earnings and Additional Earnings will apply to all cash amounts received by MICHAEL commencing January 1, 1994, with the first payment due JILL on February 1, 1994 (since the Firm traditionally issues distributions at the end of each month). Notwithstanding the foregoing, even if MICHAEL receives or deposits his anticipated December 31, 1993 monthly distribution check from the Firm in January, 1994, the amount of such check shall not constitute Law Earnings for purposes of determining the amount of maintenance payable to JILL. It is MICHAEL's intent to use the proceeds from

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such December 31, 1993 distribution for payment of his January, 1994, obligations under Articles IV(A) (1) (c), IV(A) (2) (c) and VIII hereinafter, his normal and ordinary living expenses, and the balance to pay his estimated 1993 tax to the Internal Revenue Service and Illinois Department of Revenue.

D. Additional Maintenance

1. MICHAEL will cooperate fully with and assist JILL (including, but not limited to, obtaining and executing all necessary documents) in obtaining continuation or conversion rights to coverage for JILL under MICHAEL's existing health and hospitalization insurance pursuant to the provisions of the Illinois Spousal Health Insurance Rights Act of 1985 (SHIRA) P.A. 84-556, and the Consolidated Omnibus Budget Reconciliation Act (COBRA) P.L. 99-272. MICHAEL will pay directly to the insurer, or cause to be paid at MICHAEL's expense through his law firm, the premiums on JILL's continuation or conversion policy for eighteen (18) months after the effective date of this Agreement as additional maintenance. Thereafter, MICHAEL will have no responsibility for payment of JILL's medical insurance premiums, but MICHAEL will engage in all reasonable efforts to assist JILL in locating suitable health and hospitalization insurance coverage.

2. MICHAEL will pay JILL an amount equal to expenses that she has incurred for up to 50 standard 45-minute mental health therapy sessions for herself during the 1994 calendar year, to the extent that such expenses are not payable by insurance, as additional maintenance. JILL will provide MICHAEL with copies of

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statements that she has received for which she desires payment to her by MICHAEL.

E. Termination of Maintenance

MICHAEL's obligation to pay maintenance to JILL shall terminate in accordance with §510(c) of the Illinois Marriage and Dissolution of Marriage Act [750 ILCS 5/510(c)] as now in effect. The parties do not intend to limit the maintenance payments by time.

F. Tax Consequences and Intent

MICHAEL and JILL intend all of the payments to be made by MICHAEL to JILL pursuant to this Article III to constitute alimony payments imposed on or incurred by MICHAEL under a written instrument within the meaning of §71 of the Internal Revenue Code, as amended, and as now in effect, and of similar provisions of future laws, and that such payments will be includable in JILL's gross income and deductible by MICHAEL for federal, state and local (if any) income tax purposes. Inasmuch as this Agreement has been negotiated and executed on the assumption that MICHAEL's maintenance payments to JILL will be deductible by him and taxable to her, if any portion of those payments are not so includable and deductible as a result of a final and binding judicial or administration determination, or because of amendment or repeal of the applicable statutory provisions or their authoritative interpretation, then any such payment(s) otherwise due to JILL pursuant to this Article III may be adjusted by an amount to be negotiated by the parties. If MICHAEL and JILL are unable to agree

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upon a readjustment of these provisions to take account of the changed tax impact, then this matter shall be submitted to a Court of competent jurisdiction to determine the payments due from MICHAEL to JILL. No such modification shall affect the validity of the remaining provisions of this Agreement.

G. Modification of Maintenance

The parties acknowledge that the maintenance payments provided for herein are modifiable by a court if there is a substantial change in their circumstances. The parties also intend the following terms to apply in any modification hearing in this cause:

1. MICHAEL acknowledges that JILL is an artist and that she does not intend to acquire further education or training to find appropriate income. Accordingly, he will not seek a reduction in maintenance because she fails to attempt to "rehabilitate" herself or otherwise improve her earnings.

2. JILL will promptly notify MICHAEL if in any calendar year her earned income (i.e., income derived from all sources except maintenance and passive investment income, such as interest, dividends and capital gains) exceeds \$25,000. For any calendar year in which JILL's earned income exceeds \$25,000, the maintenance payments required under this provision shall be reduced by \$1 for each \$2 that JILL's earned income exceeds \$25,000. To the extent that JILL's income in any one year exceeds \$25,000 during the course of such year, MICHAEL's maintenance payments to JILL for the remainder of such year (and the succeeding year, if necessary)

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shall be reduced as set forth herein, but in no event shall JILL be required to pay back to MICHAEL amounts already paid to her so long as she promptly notified MICHAEL of her income.

H. Disputes

If the parties disagree about the amount of maintenance due to JILL from MICHAEL under this Article III, either because of a question about MICHAEL's distribution, JILL's earnings, or otherwise, they will attempt to agree on a certified public accountant to review this Article and any appropriate records to determine the correct payment before filing a petition in the Circuit Court of Cook County, Illinois. The parties will share equally the cost of such certified public accountant.

I. Direct Payments

All payments of maintenance due under this Article will be made directly to JILL and not through the Clerk of the Circuit Court of Cook County, Illinois.

IV. Property Division

The parties intend by this Article and Article V following to divide the marital property between them in just proportions, based on their respective contributions to the marital estate. The following provisions are intended to further such division.

A. Real Estate

1. Marital Residence

(a) JILL owns the beneficial interest in American National Bank & Trust Company Land Trust No. 102581-01, which trust

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contains, as its only asset, a parcel of real estate improved with a single family residence, located at and commonly known as 509 Cherry Street, Winnetka, Illinois, which has been the marital residence of the parties and which is hereinafter referred to as the "Marital Residence." Both parties have represented and warranted to each other that neither has caused nor allowed any other lien or encumbrance on the title to the Marital Residence, except the first mortgage with Chemical Bank, N.A., those matters specified in the policy of title insurance at the time of purchase, and any unbilled real estate taxes. If either party has caused any other lien to appear on title to the Marital Residence, he or she shall take all reasonable and appropriate steps, including but not limited to the payment of money, to remove such lien.

(b) On or before the effective date of this Agreement, JILL will assign fifty percent (50%) of the beneficial interest in and to said Land Trust to MICHAEL, with JILL retaining the entire power of direction under said Land Trust.

(c) The parties intend to enter into a listing agreement to sell the Marital Residence, with an anticipated closing of July 1, 1994. JILL will continue to live in the Marital Residence and attempt to sell it in consultation with MICHAEL. MICHAEL will pay the costs of owning the Marital Residence, except:

(i) For each month commencing January 1, 1994, that MICHAEL pays the mortgage loan amount due to Chemical Bank, N.A., the maintenance payment due to JILL under

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Article III(C) (1) hereinabove will be reduced by \$1,800 per month; and

(ii) MICHAEL will not be responsible for personal living expenses of JILL, such as personal telephone usage.

(d) Upon sale of the Marital Residence, the proceeds will be used first, to pay the first mortgage held by Chemical Bank, N.A., broker's commission and other reasonable costs of sale, including survey, title charges and attorney's fees; second, to reimburse the parties for any repairs or capital improvement to the Marital Residence that he or she paid from December 1, 1993, until sale, provided, no more than \$500 in capital improvements shall be deducted from either party's share of the proceeds for improvements unless that party agreed to the improvements in advance. The parties will divide the remaining balance equally between them. Each party will report one-half the profits of any sale on his or her individual tax returns, sharing all relevant documents or information so that each may accurately determine the cost basis of the Marital Residence for income tax purposes.

2. Wisconsin Property

(a) JILL owns a parcel of real estate improved with a single family residence, located at and commonly known as 11545 Mossy Trail, Sister Bay, Wisconsin, which is hereinafter referred to as the "Wisconsin Residence." Both parties have represented and warranted to each other that neither has caused nor allowed any other lien or encumbrance on the title to the Wisconsin Residence,

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except the first mortgage with Chemical Bank, N.A., those matters specified on the policy of title insurance at the time of purchase, and any unbilled real estate taxes. If either party has caused any other lien to appear on title to the Wisconsin Residence, he or she shall take all reasonable and appropriate steps, including but not limited to the payment of money, to remove such lien.

(b) The Wisconsin Residence is currently listed for sale. JILL will continue to attempt to sell it in consultation with MICHAEL. MICHAEL will pay the costs of owning the Wisconsin Residence until it is sold.

(c) Upon sale of the Wisconsin Residence, the proceeds will be used first, to pay the first mortgage held by Chemical Bank, N.A., broker's commission and other reasonable costs of sale, including survey, title charges and attorney's fees; second, to reimburse the parties for any repairs or capital improvement to the Wisconsin Residence he or she paid for from November 1, 1993, until sale, provided, no more than \$500 in capital improvements shall be deducted from either party's share of the proceeds for improvements unless that party agreed to the improvements in advance; third, to pay JILL an amount equal to twenty-eight percent (28%) of one-half of the Wisconsin Residence Capital Gain (as hereinafter defined). The parties will divide the remaining balance equally between them, but JILL will report all the profits of any sale on her individual tax returns. As used herein, the "Wisconsin Residence Capital Gain" shall mean the difference between the sale proceeds from disposition of the Wisconsin Property and the adjusted basis for

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such property, as determined for Federal income tax purposes, and if such amounts cannot be determined precisely at the time of closing, the parties will estimate such amounts as closely as possible at such time and subsequently will pay the other any adjustment amount.

3. Evanston Condominium

(a) JILL has entered into a real estate sales contract to purchase a condominium unit commonly known as Apartment 2-N, 1519 Hinman, Evanston, Illinois (hereinafter the "Unit"). The parties intend the Unit will be JILL's, free and clear of any claim by MICHAEL. MICHAEL will sign any document reasonably required to disclaim any interest in the Unit.

(b) JILL will attempt to obtain a mortgage loan for the purchase of the Unit without the signature of, or any liability to, MICHAEL, and MICHAEL will fully cooperate in supplying reasonable information to any prospective mortgage lender. If JILL is unable to obtain such a loan on or before the mortgage contingency date set forth in the real estate sales contract, MICHAEL will use his credit and contacts to obtain such loan, with MICHAEL being jointly liable thereon until the first reasonable time that JILL would be able to refinance such loan using her sole credit.

(c) JILL will indemnify and hold MICHAEL harmless from any liability arising from her ownership of the Unit, including without limitation any liability arising under the sales contract prior to closing, under loan documents, or from her use thereof.

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B. Partnership Interests

1. MICHAEL is a general partner in partnerships known as the Alpha Partnership, the Small Tiger Partnership and HPR Partners, and he is a limited partner in the Stewart Apartment Ventures. MICHAEL will retain his interest in each of those partnerships, free and clear of any claim by JILL. MICHAEL will pay all costs and expenses of owning those partnerships, and will indemnify and hold JILL harmless from any such cost or expense.

2. Sugar, Friedberg & Felsenthal

MICHAEL is a general partner in the law firm known as Sugar, Friedberg & Felsenthal, and his interest is approximately 20%. The partners of that partnership have never established a value for any partner's interest and do not have a written partnership agreement. MICHAEL will retain his interest in that partnership, free and clear of any claim by JILL. MICHAEL will indemnify and hold JILL harmless from any costs or expenses of his ownership interest in that partnership. Nothing in this provision is intended to limit or reduce MICHAEL's obligation to JILL under Article III(C) hereinabove.

3. Associated Capital Company

MICHAEL is a general partner with a 25% interest, JILL is a limited partner with a 25% interest, and the Eric W. Friedberg Minor's Trust has a 50% limited partner interest in a limited partnership known as Associated Capital Company. Effective as of January 1, 1994, those interests will be changed so that JILL converts her limited partnership interest to a general partner

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interest, with the result that both MICHAEL and JILL become equal co-managing general partners, with decisions pertaining to said partnership determined unanimously by MICHAEL and JILL.

C. Stocks

The parties own as joint tenants, 1,000 shares of Irish Life, 10 shares of Commonwealth Edison 1.90 preference stock, and 10 warrants to convert to 3-1/3 common shares of Commonwealth Edison. The parties will continue holding such stocks and warrants as joint tenants with rights of survivorship. If at any time such stocks or warrants are sold, the proceeds will be equally divided between MICHAEL and JILL.

D. Frequent Flyer Miles

The parties own frequent flyer miles with various airlines. In order to approximately equalize the miles between the parties, MICHAEL will pay (or use miles, if he chooses) for one domestic round-trip airfare for JILL or, if JILL chooses, fifty percent (50%) of the cost of one international round-trip airfare. JILL may select such trip at any time upon reasonable advance notice to MICHAEL, provided, the cost of the airfare does not exceed an advance purchase, "SuperSaver" economy class ticket.

E. Property to JILL

JILL will receive, as her sole and separate property, free and clear of any claim by MICHAEL, all of the following:

1. Any checking, savings and money market accounts titled in her name alone, except American National Bank Money Market Account No. 14135442.

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2. The checking account standing in the parties' joint names at the Northern Trust Company.

3. The sum of one-half the balance, after deducting \$55,000, as of December 31, 1993, in American National Bank Money Market Account No. 14135442.

4. One-half the balance as of December 31, 1993 in American National Bank Checking Account No. 11623241 (after waiting for all deposits and withdrawals to clear).

5. One-half the balance as of January 31, 1994 in Northern Trust Company Money Market Account No. 877833, provided that after December 31, 1993 said account may not be used for any withdrawals except to pay MICHAEL's estimated 1993 income tax liabilities.

6. A 1993 Mercury Villager, title to which is in her name alone.

7. All interest she may have as a result of her work as an artist, including all personalty located at her art studio.

8. The furniture, furnishings and fixtures located at the Marital Residence and the Wisconsin Residence, except for those items listed in Article IV(F) below, which will be MICHAEL's property.

9. All collectible art work located at the Marital Residence or the Wisconsin Residence, except the collectible photographs located at the Marital Residence, which will be MICHAEL's property but which will remain at the Marital Residence until said residence is sold.

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10. All family photographs, and JILL will allow MICHAEL reasonable access from time to time to such photographs for purposes of duplication at MICHAEL's expense.

11. All JILL's clothing, jewelry, books and personal memorabilia.

12. JILL's rights under Articles V and VI hereinafter.

F. Property to MICHAEL

MICHAEL will receive, as his sole and separate property, free and clear of any claim by JILL, all of the following:

1. Any checking, savings and money market accounts titled in his name alone.

2. \$55,000 plus one-half the remaining balance as of December 31, 1993 in American National Bank Money Market Account No. 14135442.

3. One-half the balance as of December 31, 1993 in American National Bank Checking Account No. 11623241 (after waiting for all deposits and withdrawals to clear).

4. One-half the balance as of January 31, 1994 in Northern Trust Company Money Market Account No. 877833, provided that after December 31, 1993 said account may not be used for any withdrawals except to pay MICHAEL's estimated 1993 income tax liabilities.

5. A 1992 Lexus SC400, title to which is in his name alone.

6. The furniture, furnishings and fixtures located at his present place of residence.

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7. The following items located at the Marital Residence or the Wisconsin Residence: bicycles (except JILL's "Fat Chance" and "Terry"), his bicycle accessories, collectible photographs currently at the Marital Residence (said photographs to remain at the Marital Residence until it is sold), the fax machine located in the Wisconsin Residence, and all his books, primarily consisting of photography and bicycling books.

8. All his clothing, jewelry, books and personal memorabilia, whether located at the Marital Residence, Wisconsin Residence, or otherwise.

9. All personalty located at his office.

10. His rights under Articles V and VI hereinafter.

V. Retirement Benefits

MICHAEL owns a SEP-IRA Account at PaineWebber, Inc., Account No. N1 26634 09. Both parties acknowledge that the gross value of MICHAEL's interest in the SEP-IRA will fluctuate with changes in the value of the investments held in the SEP-IRA, and that most of his interest will be taxable income when withdrawn. The last statement available for the SEP-IRA showed a total value of approximately \$191,000. MICHAEL's SEP-IRA will be divided equally between the parties as of January 1, 1994. To accomplish their intentions, the parties will submit a Qualified Domestic Relations Order ("QDRO") to the Court hearing the Pending Case, naming JILL as an Alternate Payee for one-half of MICHAEL's SEP-IRA as of January 1, 1994. The parties will ask the Court to retain

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jurisdiction to amend or enter new QDROs if required to satisfy applicable law and the Plan Administrator of the SEP-IRA.

VI. Life Insurance

Both parties' lives are insured by various policies of life insurance.

A. Jill's Insurance

JILL's life is insured by a policy of life insurance issued by First Penn Pacific, with a current cash surrender value of approximately \$4,500. MICHAEL disclaims any interest in the cash surrender value or the death benefit of that policy.

B. Michael's Insurance

MICHAEL's life is insured by a variety of policies of life insurance. He will retain one or more of such policies of life insurance to provide a death benefit of no less than \$1,000,000. Those policies will be maintained in accordance with the following:

1. MICHAEL will take any steps reasonably required to keep such insurance in effect, including, but not limited to, paying necessary premiums.

2. JILL will be the beneficiary so long as she is entitled to maintenance under this Agreement or, if a trust is established as set forth below, JILL will be the sole beneficiary of such trust upon MICHAEL's death, with the right to receive all income generated from the insurance proceeds received by such trust, plus principal distributions as required for her support, as long as JILL is entitled to maintenance under this Agreement.

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3. If JILL's right to maintenance terminates, MICHAEL may cause the death benefits required under this Article to be reduced to \$500,000 and the policy or policies will be held for the benefit of Eric.

4. MICHAEL may establish a trust to own the policy or policies of life insurance required under this Agreement, so long as the trustee of the trust is required to comply with the terms of this Article, JILL has the opportunity to approve the trustee and successor trustees before establishment of such trust, and to review the proposed trust agreement before any policies of life insurance are transferred into it.

5. With the consent of JILL, which may not be unreasonably withheld, MICHAEL (or the trustee of any trust owning the policy or policies as set forth above) may substitute new or other life insurance policies for the policy or policies initially required to be maintained under this Article, provided that the death benefit will not be reduced.

6. MICHAEL will, upon reasonable requests by JILL, provide proof that he is complying with this Article.

7. Except for the policy or policies of life insurance required to be maintained by MICHAEL under this Article, all other life insurance policies owned by MICHAEL will be his sole and separate property, free and clear of any claim by JILL.

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VII. Income Tax Returns

A. Prior Years' Returns

The parties have filed joint Federal and State income tax returns for the years of their marriage. If any joint return or returns of the parties for any year is audited, MICHAEL alone will control the course of such audit, selecting such attorneys, accountants or auditors as he may see fit and keeping any refund due by reason of any such audit, paying such attorneys', accountants' or auditors' fees in connection with any such audit, and any additional tax due, including any penalties or interest. Notwithstanding the foregoing, if the partnership income tax return of Associated Capital Company (or of any partnership in which Associated Capital Company has an interest) for any year prior to 1993 is audited, MICHAEL in consultation with JILL will control the course of such audit, MICHAEL will pay all attorneys', accountants' or auditors' fees in connection with such audit, but any refund due by reason of such audit will be payable 25% to MICHAEL, 25% to JILL and 50% to the Eric W. Friedberg Minor's Trust, and any additional tax due, including any penalties or interest, will be payable in the same proportions.

B. 1993 Returns

If the parties are divorced before December 31, 1993, they will file separate income tax returns for the 1993 calendar year. To the extent permitted by applicable tax law, (1) JILL will report as income the maintenance payment received under Article III(B) hereinabove and MICHAEL may deduct such payment; JILL alone

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may claim Eric as a dependent; (3) MICHAEL alone may deduct all other deductible items, including interest and taxes, paid during 1993 for the Marital Residence and the Wisconsin Residence.

C. 1994 and Subsequent Returns

For 1994 and any subsequent years, to the extent permitted by applicable tax law, MICHAEL may deduct all payments that he makes for the Marital Residence and the Wisconsin Residence (specifically including mortgage interest and real estate taxes). To the extent that Eric qualifies as a dependent exemption, he may be claimed as a dependent on JILL's tax returns for all future years.

VIII. Debts and Obligations

Except as otherwise set forth in this Agreement, MICHAEL will bear sole liability for any debts which he has incurred, and he will indemnify JILL and hold her harmless therefor. MICHAEL will also be responsible for any debts incurred by JILL on or before December 31, 1993 in connection with the Marital Residence, the Wisconsin Residence, or for her normal and ordinary living expenses, provided that all such debts do not exceed \$3,000 in the aggregate. Except as otherwise set forth in this Agreement, JILL will bear sole liability for any debts which she has incurred, and she will indemnify MICHAEL and hold him harmless therefor. Each party will pay and hold the other harmless and indemnify the other for any liability for any bill secured by any lien or encumbrance on personal property he or she is receiving under this Agreement.

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IX. Attorney's Fees

Each party will pay and be responsible for their own attorney's fees and costs incurred in the Pending Case, indemnifying and holding the other harmless for the same.

X. Incorporation into Judgment

This Agreement shall be submitted to the Court hearing the Pending Case for approval and, if approved, shall be incorporated into and made a part of the Judgment for Dissolution of Marriage by reference. The parties intend to incorporate only by reference to protect the privacy of the terms hereof and that the Agreement is of the same effect as a verbatim incorporation. Without limiting the generality of the foregoing, all the terms of this Agreement are to be enforceable by all remedies available for enforcement of a judgment, including contempt, and are enforceable as contract terms. The parties will do everything necessary or proper to obtain the effect of verbatim incorporation, including actual incorporation if required by the Court, provided if the Agreement is physically incorporated in the Judgment, the parties shall jointly ask that the file be impounded.

XI. Effective Date

This Agreement will become effective and binding only upon the entry of a Judgment for Dissolution of Marriage between the parties.

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XII. Modification

No provision of this Agreement will be subject to modification, except as provided by law expressly or set out in this Agreement, unless agreed to by both parties in writing.

XIII. Execution of Documents

Each party will execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in this Agreement. At any time and from time to time after the execution of this Agreement, each party will execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party for any reason fails or refuses to execute any such document, then this Agreement will, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

XIV. Mutual Releases

To the fullest extent by law permitted to do so, and except as herein otherwise provided, each party forever relinquishes, releases, waives and forever quit-claims and grants to the other, his or her heirs, personal representatives and

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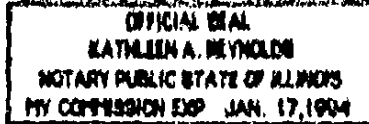
assigns, all rights of dower, inheritance, descent and distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relationship existing between them, and any claim against the other arising from any tortious act, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal (or mixed), whether marital or non-marital, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, and for his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any right specified in and relinquished under this paragraph. In addition, if any suit is ever commenced, this release, when pleaded, will be and constitute a complete defense to any such claim or suit so instituted by either party. Each party will execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of all such rights. Provided, however, that nothing in this paragraph will

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

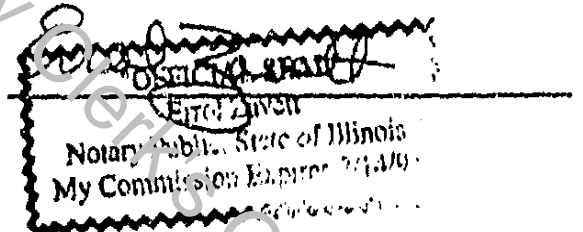
I, KATHLEEN A. REYNOLDS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL R. FRIEDBERG, personally known to me to be the same person whose name is subscribed to the foregoing Settlement Agreement, appeared before me this 29th day of December, 1993, in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act.



Kathleen A. Reynolds

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Errol Cozart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JILL M. FRIEDBERG, personally known to me to be the same person whose name is subscribed to the foregoing Settlement Agreement, appeared before me this 29th day of December, 1993, in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act.



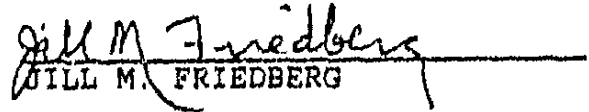
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operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, MICHAEL R. FRIEDBERG and JILL M. FRIEDBERG have hereunto set their hands and seals this day and year first above written.


MICHAEL R. FRIEDBERG


JILL M. FRIEDBERG

Property of Cook County Clerk's Office

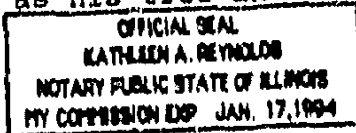
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COOK COUNTY RECORDER

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

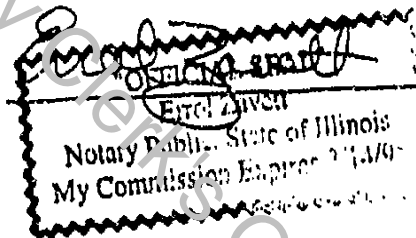
I, KATHLEEN A. REYNOLDS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL R. FRIEDBERG, personally known to me to be the same person whose name is subscribed to the foregoing Settlement Agreement, appeared before me this 29th day of December, 1993, in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act.



Kathleen A. Reynolds

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Errol COVETT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JILL M. FRIEDBERG, personally known to me to be the same person whose name is subscribed to the foregoing Settlement Agreement, appeared before me this 29th day of December, 1993, in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act.



Legal Description :

Sub-Division Name : WINNETKA SUB NE1/4 SUB BY C E PECK

94097244

Legal : WINNETKA, A SUB OF THE N E 1/4 OF SEC 20 AND THE N 1/2 OF FRAC' SEC 21-42-13 BY CHAS E PECK ANTE-FIRE REC DATE: 08/08/1873 C NO: 00119381

ST-TN-RG BLOCK PT LOT
21-42-13 0000041

609 Cherry, Winnetka, IL

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