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THIS INSTRUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Charles J. Mack
Wolin & Rosen, Ltd.
2 N. LaSalle St., Ste. 1776
Chicago, IL 60602

96709584

DEPT-01 RECORDING 151.00
T00012 TRAN 2029 09/17/96 14145100
0491 + CG *--96--709584
COOK COUNTY RECORDER

September 5, 1996

First Security Commercial Mortgage, L.P.
30 South Wacker Drive, Suite 2407
Chicago, Illinois 60606-7405

51

RE: *Sunset Mobile Home Park*
Cook County, Illinois

Gentlemen:

Please be advised that the undersigned, Grace Marino, is the sole lessor ("Lessor") under (i) that certain Lease dated September 14, 1957 between Lessor and Tony Marino, as lessors, and Cook County Mobile Homes, Inc., an Illinois corporation (the "Lessee"), as lessee, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on October 11, 1957 as Documents 17036321, as amended by Amendment to Lease dated March 29, 1958 between Lessor and Tony Marino, as lessors, and Lessee, as lessee, and recorded in the Recorder's Office on October 9, 1958 as Document 17341867 (said Lease, as so amended, is hereinafter referred to as "Lease A"), (ii) that certain Lease dated August 29, 1957 between Lessor and Tony Marino, as lessors, and Lessee, as lessee, and recorded in the Recorder's Office on October 9, 1958 as Document 17341868 ("Lease B"), and (iii) that certain Agreement dated August 21, 1961 between Lessor and Tony Marino, as lessor, and Lessee, as lessee, which agreement further amended Lease A and amended Lease B, demising a leasehold estate in certain premises (the "Premises") comprising a portion of the property commonly known as Sunset Mobile Home Park, Cook County, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof. Lease A and Lease B, as so amended, are hereinafter jointly referred to as the "Ground Lease". It is Lessor's understanding that Lessee has or shall assign its rights, title and interest under the Lease to Sunset Village Limited Partnership, an Illinois limited partnership.

Lessor further acknowledges that Lessee has advised Lessor that First Security Commercial Mortgage, L.P., a Delaware limited partnership ("Lender"), has agreed to make a loan (the "Loan") to Sunset Village Limited Partnership in the principal amount of Eleven

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BOX 333-CTI

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Million Six Hundred Thousand and 00/100 Dollars (\$11,600,000.00). Lessor hereby further acknowledges that the Loan is to be evidenced by a Promissory Note (the "Note") in the original principal amount of the Loan, and is to be secured, among other things, by a Leasehold Mortgage, Assignment of Rents and Security Agreement and a Mortgage and Security Agreement (collectively, the "Mortgage") encumbering, among other things, Lessee's leasehold estate in the Premises and by certain additional collateral (the Note, the Mortgage and said collateral and all documents and instruments creating said collateral are hereinafter collectively referred to as the "Loan Documents").

Lessor hereby represents, warrants, covenants and agrees as follows:

1. The Ground Lease has not been modified or amended in any respect. The Ground Lease is in full force and effect and for so long as the Loan remains unpaid, Lessor shall not amend, modify or terminate the Ground Lease or accept a surrender of Lessee's right, title or interest in, to and under the Ground Lease without the prior written consent of Lender.
2. No event of default exists under the Ground Lease by Lessor or Lessee, there are no charges which Lessor claims to be an additional lien upon the leasehold estate and no state of facts, event or circumstance exists which but for the giving of notice, the passage of time, or both, would constitute a default or an event of default under the Ground Lease by Lessor or Lessee. Notwithstanding the provisions of Paragraph 8 of Lease A, Lessor acknowledges that Lessee has the right to enter into leases of individual trailer sites other than under a month to month basis does not and shall not constitute a default or an event of default under the Ground Lease.
3. Lessor hereby agrees that all existing liens and security interests and future rights to liens and security interests of Lessor (and any person or entity claiming by, through or under Lessor) in Lessee's interest in the Lease and Lessee's property, which liens and security interests are created or arise pursuant to Paragraph 12(c) of Lease A, are hereby subordinated to the mortgages, liens and security interests created by the Mortgage and the other Loan Documents.
4. Lessor hereby consents to and approves the execution and delivery by Sunset Village Limited Partnership and/or Lessee of the Loan Documents and the filing and/or recording of the Mortgage and any of the other Loan Documents as may be required by Lender to create or perfect, and/or to continue to maintain said perfection of, any security interest created therein or thereby. Furthermore,

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Lessor acknowledges that such execution, delivery and filing and/or recording shall not constitute a default under the Ground Lease. Lessor hereby agrees that to the extent there is any inconsistency between the provisions of the Ground Lease and the provisions of the Mortgage regarding the payment and application of insurance proceeds or condemnation awards or proceeds, the provisions of the Mortgage and all rights and remedies of Lender with respect thereto shall prevail, including without limitation, any rebuilding rights contained therein.

5. Lessor hereby agrees that (a) Lessor will recognize Lender as owner of the leasehold estate in the Premises upon the exercise by Lender under the Loan Documents of any remedy vesting title to the leasehold estate in Lender, including, without limitation, a foreclosure under the mortgage or a deed in lieu of foreclosure, and (b) to the extent Lender acquires the leasehold estate in the Premises, Lessor will permit the transfer by Lender of the leasehold estate in the Premises to a third party, provided that Lender reasonably determines, without in any way guarantying to Lessor, that such third party has or will have the financial ability to satisfy the obligations of the lessee under the Lease.
6. Lessor agrees that it will not pursue any remedies available to it under the Ground lease upon the occurrence of a default by Lessee under the Ground Lease, including, without limitation, the commencement of proceedings to cancel or terminate the Ground Lease, unless and until:

(a) in the case of default in the payment by Lessee of any sum of money due under the Ground Lease, Lender shall have received thirty (30) days prior written notice of such failure and Lender shall have failed to pay such sum of money to Lessor within such thirty (30) day period; or

(b) in the case of any other default under the Ground Lease which by its nature is capable of being cured by Lender, Lender shall have received forty-five (45) days prior written notice of such default and Lender shall have failed to cure such default within such forty-five (45) day period, or in the case of a default not curable by the exercise of due diligence by Lender within such forty-five (45) day period, Lender shall have failed to commence to cure such default within such forty-five (45) day period and thereafter shall have failed to diligently pursue the cure thereof.

Lessor further agrees that in the case of any default under the Ground Lease which by its nature is personal to Lessee and is not capable to being cured by

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Lender, Lessor shall not pursue any remedies available to its under the Ground Lease, including without limitation, the commencement of proceedings to cancel or terminate the Ground Lease. Lessor acknowledges and agrees that (x) nothing contained in this letter agreement shall obligate Lender to cure any default of Lessee under the Ground Lease or require Lender to assume any liabilities or obligations of Lessee under the Ground Lease, and (y) the sum of money due from Lender to cure a monetary default as described in (a) above shall not include any default interest or late charges payable to Lessor solely by virtue of the occurrence of a default under the Ground Lease.

7. If a default should occur under the Loan and Lender commences foreclosure proceedings which result in Lender or the purchaser at foreclosure sale becoming the successor lessee under the Ground Lease, Lessor agrees that so long as all of the obligations of the lessee under the Ground Lease are performed, none of such event, shall constitute a default under the Ground Lease.
8. Notwithstanding any provision of the Ground Lease to the contrary, the occurrence of a default under any of the Loan Documents, the foreclosure of any lien created by any of the Loan Documents or the enforcement by Lender of any other rights under the Loan Documents shall not constitute a default under the Ground Lease or justify the cancellation or termination of the Ground Lease by Lessor.
9. In the event of the termination or cancellation of the Ground Lease pursuant to the provision of the Ground Lease prior to the stated expiration of the Term, Lessor agrees to (a) give Lender written notice of such termination or cancellation, and (b) enter into a new lease of the Premises with Lender or its assignee, designee or nominee, for the remainder of the Term, effective as of the date of such termination or cancellation, upon all of the same covenants, agreements, provisions and terms contained in the Ground Lease except for requirements which are no longer applicable or have already been performed, provided that (x) Lender makes written request to Lessor for such new lease within thirty (30) days after the date of the giving of notice of such termination or cancellation by Lessor, and (y) such written request is accompanied by payment of all amounts then due to Lessor under the Ground Lease of which Lessor shall have given Lender written notice.
10. Lessor shall send to Lender at its address shown on the first page of the letter with a copy to Wolin & Rosen, Ltd., 2 N. LaSalle Street, Suite 1776, Chicago,

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Illinois 60602, Attention: Charles J. Mack, a copy of all notices given by Lessor to Lessee under the Ground Lease and all notices required to be given by Lessor to Lender hereunder.

11. Lessor acknowledges and agrees that the term of the Ground Lease runs until August 31, 2056.
12. This letter and all of the provisions contained herein shall be binding upon and enforceable against Lessor and her heirs, legatees, administrators, legal representatives, successors and assigns and shall inure to the benefit of Lender and its successors and assigns. In the event that Lessor at any time hereafter shall mortgage, convey, assign or otherwise grant an interest in all or any portion of her interest in the fee title to the Premises, Lessor shall give the person or entity acquiring any such interest written notice of this letter and all of the provisions contained herein.

Lessor hereby acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Lessor made herein as an inducement to Lender to make the Loan to Lessee and Sunset Village Limited Partnership.

Thank you for your cooperation and assistance in this matter.

Very truly yours,


Grace Marino

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STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

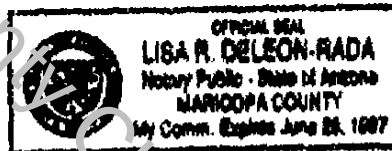
I, Lisa DeLeon-Rada, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Grace Marino, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial seal this 12 day of September, 1996.

Lisa R. DeLeon-Rada
Notary Public

My Commission Expires:

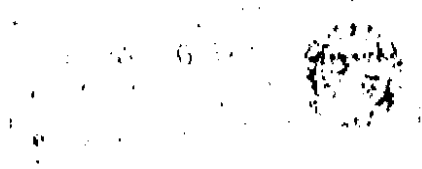
June 25, 1997



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LEGAL DESCRIPTION

PARCEL 2:

THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF WAUKEGAN ROAD AND THE SOUTH LINE OF SAID LOT 30; RUNNING THENCE WEST 300 FEET; THENCE NORTH AT A RIGHT ANGLE TO SAID SOUTH LINE OF LOT 30 TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEET OF LOT 30; THENCE EAST ALONG SAID NORTH LINE TO A POINT IN THE CENTER LINE OF WAUKEGAN ROAD; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING).

PARCEL A:

THE NORTH 42.16 FEET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COOK COUNTY ILLINOIS.

PARCEL B:

THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE 128.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 116.85 FEET; THENCE SOUTH, PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 127.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 219.00 FEET OF SAID LOT; THENCE EAST, ALONG SAID NORTH LINE, 159.00 FEET, TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID PERPENDICULAR LINE 52.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL C:

THE NORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION, CONT.

STAGING AREA

THAT PART OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF WAUKEGAN ROAD 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 245.00 FEET; THENCE SOUTH PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 201.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEET THEREOF; THENCE EAST ON SAID NORTH LINE 277.44 FEET TO SAID CENTER LINE; THENCE SOUTHERLY ALONG SAID CENTER LINE 126.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS WIDENED PER DOCUMENT NO. 88178434, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: THE NORTH 42.16 FEET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE 128.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE, 116.85 FEET; THENCE SOUTH, PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 127.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 219.00 FEET OF SAID LOT; THENCE EAST, ALONG SAID NORTH LINE, 135.00 FEET, TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID PERPENDICULAR LINE, 52.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THAT PART THEREOF, DESCRIBED AS FOLLOWS: THE NORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-23-300-004-0000

PERMANENT INDEX NUMBER: 04-23-302-004-0000

PERMANENT INDEX NUMBER: 04-23-401-003-0000

COMMONLY KNOWN AS: 2450 WAUKEGAN ROAD, GLENVIEW, ILLINOIS

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DURABLE POWER OF ATTORNEY

I, **GRACE E. MARINO**, of 1014 Austin Dr., Urbana, Illinois, Champaign County, Illinois, appoint **PETRINA CASTIGLIA** referred to below as "my attorney", my true and lawful agent and attorney, for me and in my name. This is in reference to any interest from time to time owned by me in property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest.

My attorney(s) shall each have the following powers:

- 1 To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any moneys or other property. Also, to examine or receive related records, including canceled checks.
- 2 To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others. At any time, to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present. To cancel or modify the lease under which such box is rented and to surrender or exchange the same.
- 3 To pay my ordinary household expenses.
- 4 To exercise my rights to access my medical records, including the right to disclose the contents to others.
- 5 To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell, contract to purchase or sell, grant, obtain or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all property, and to release and waive any right of homestead therein, if any. To transfer assets into the following trust(s): **THE GRACE E. MARINO LIVING TRUST.**
- 6 To enter upon and demand possession of, maintain, manage, improve, subdivide, re-subdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease.

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To purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me. This includes beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

7 To borrow from any source for any purpose and mortgage or pledge any property to any lender, including my attorney individually.

8 To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization. To commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested. To settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization. To grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

9 To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.

10 To vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations or changes in the financial structure of any organization, and all other matters which may come before the shareholders. To enter into voting trusts and other agreements restricting the voting, transfer or other use or disposition of interests in any organization. To amend in any fashion any trust of which I am settlor in order to overcome defects which cause taxes which might be lawfully avoided or to otherwise better accomplish the purposes of the trust. To terminate or amend, in whole or in part, any living trust of which I am a settlor with such power. To continue any gift program I have instituted with withdrawals from any living trust.

11 To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts or other business or property-holding

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organizations under the laws of any jurisdiction. To lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization. To employ any persons for the above purposes and delegate to them such powers and discretion as my attorney considers advisable.

12 To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein. This includes the sale of any property or the borrowing of any funds, which my attorney considers necessary or appropriate in order to purchase United States treasury bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my attorney to acquire any such bonds.

13 To appear and represent me in regard to and take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me. This includes any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due. This includes filing a return or report, including without limitation federal or state income or gift tax, for any and all taxable years or periods. To inspect or receive copies of any tax returns filed by or for me, reports or other papers or documents, compromises or adjustments of any and all claims.

14 To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, drafts, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or tangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or

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without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

15 To appoint and employ, with or without compensations, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates. To dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose. This includes, but is not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government. I give full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate or revoke the authority so granted to them.

16 To pay, as my attorney shall think fit, any debts, or interest, payable by me, or taxes, assessments, and expenses due and payable or to become due and payable for my use and benefit, or for the use and benefit of any person to whom I have a legal obligation of support.

17 To the extent my attorney thinks I might have done, to make, unconditionally or upon such terms and conditions as my attorney shall think fit, such donations or contributions to publicly supported charities, private operating foundations and private foundations, all as defined in present Internal Revenue Code, Section 170 or any equivalent statute. My attorney shall have sole discretion in making such donations or contributions. My attorney may also make subscriptions, for any reason that my attorney determines such donations, contributions or subscriptions shall be made.

18 To the extent my attorney thinks I might have done, to make, unconditionally or upon such terms and conditions as my attorney shall think fit, such gifts to any one or more of those persons consisting of my spouse, my descendants and the spouses of my descendants in my attorney's sole discretion and for any reason my attorney determines.

19 To substitute and appoint in my attorney's place and stead (on such terms and at such salary or compensation as my attorney shall think fit) one or more attorney

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or attorneys to exercise for me as my attorney or attorneys any or all of the powers and authorities hereby conferred. To revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such attorney or attorneys, as my attorney shall, from time to time think fit.

20 To provide for the health, education and welfare of my minor children and my legal dependents and to give consent, contract for and pay for any medical treatment, including surgery, deemed necessary by my attorney for the benefit of my minor children.

21 Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, to undertake each and every obligation. To take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

MISCELLANEOUS PROVISIONS:

22 My attorney shall exercise or omit to exercise the powers and authorities granted herein in each case as my attorney in my attorney's own absolute discretion deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates and substitutes, may do by virtue hereof. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters even though my attorney may have power or authority hereunder to do so.

23 If any power or authority hereby sought to be conferred upon my attorney should be invalid or not exercisable for any cause or not recognized by any person or organization dealing with my attorney, the remaining powers of authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

24 Each person, partnership, corporation or other legal entity relying or acting upon this power of attorney shall be entitled to presume conclusively that this power of attorney is in full force and effect unless written notice shall have been given by me to such person, partnership, corporation or other legal entity that this power has been revoked. In addition revocation of the appointment of my attorney shall not be effective until my attorney has received actual notice of its revocation in writing

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from me and delivered to my attorney. Until receipt of such actual notice, my attorney shall not be liable to me for any action taken by my attorney.

25 No person, partnership, corporation or legal entity relying upon this power of attorney shall be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

DURABILITY:

26 It is my intention that this Durable Power of Attorney shall not be affected by my incompetence or other disability unless and until a court shall adjudge me disabled and appoint a guardian or other representative on my behalf. At that time, the powers conferred herein shall terminate.

DESIGNATION OF GUARDIAN:

27 If I am adjudged to be a disabled person, I name **PETRINA CASTIGLIA**, as guardian of my person and estate. If my first designated guardian should fail or cease to act as guardian, I name the following individual to serve as guardian: the wife of my nephew, **JUDY LINQUIST**. I excuse the guardian from giving bond or security.

SUCCESSOR ATTORNEYS:

28 If any attorney named by me shall die, become incompetent, resign or refuse to accept the office of attorney, I name the wife of my nephew, **JUDY LINQUIST**, to serve as successor to such attorney. For purposes of this Paragraph, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

I execute this Durable Power of Attorney on this 23rd day of November, 1993.



GRACE E. MARINO

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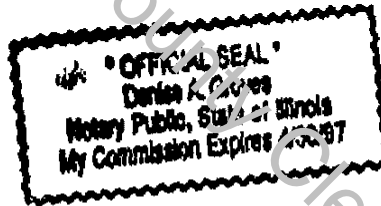
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

The undersigned, a notary public in and for the state aforesaid, certifies that GRACE E. MARINO, (Principal) personally known to me to be the same person whose name is subscribed to the foregoing power of attorney, appeared before me in person, and acknowledged that Principal signed and delivered the instrument as Principal's free and voluntary act, for the uses and purposes therein set forth, including granting to the attorney(s) the power to release and waive the right of homestead.

Dated this 25th day of November, 1993.

Darlene Groves

NOTARY PUBLIC



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