

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

(14)

Carole K. Towne, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made as of October 10, 1997, is made and executed by **One Woodfield Lake, L.L.C.**, an Illinois limited liability company, having its principal offices at c/o The Levy Organization, 980 North Michigan Avenue, Suite 400, Chicago, Illinois 60611 ("Mortgagor"), in favor of **Sanwa Business Credit Corporation**, having an office at One South Wacker Drive, Chicago, Illinois 60606 ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan to Mortgagor in a principal amount not to exceed \$15,500,000 (the "Loan"), pursuant to a certain letter dated September 16, 1997 (the "Loan Commitment").

II. The Loan is evidenced by that certain note of even date herewith executed by Mortgagor in favor of Lender in the principal sum of \$15,500,000 (the "Note"). A copy of the Note is attached hereto as **Schedule 1**. The terms and provisions of the Note are hereby incorporated, by reference, in this Mortgage.

GRANTING CLAUSES

To secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Note, the Loan Commitment, any and all other mortgages, security agreements, assignments of leases and rents, guaranties, reimbursement agreements executed in connection with any letters of credit issued by Lender at the request of Mortgagor and any other documents and instruments now or hereafter executed by Mortgagor or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of this Mortgage, the Note, the Loan Commitment, and any such other documents and instruments (the Note, the Loan Commitment, this Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, reimbursement agreements and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and

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all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities" which indebtedness and liabilities being secured hereby shall, in no event, exceed five times the aggregate face amount of the Note), Mortgagor does hereby convey, mortgage, assign, transfer, pledge and deliver to Lender the following described property subject to the terms and conditions herein:

(A) The land located in Cook County, Illinois, legally described in attached Exhibit A ("Land");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land; and, to the extent not owned by tenants of the Mortgaged Property, all machinery, appliances, equipment, furniture and all other personal property of every kind or nature (except that which is owned by tenants) located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures, improvements or fixtures now or hereafter located or to be located on the Land, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing ("Improvements");

(C) All building materials and goods which are procured or to be procured for use on or in connection with the Improvements or the construction of additional Improvements, whether or not such materials and goods have been delivered to the Land ("Materials");

(D) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses of the Land or the Improvements, contracts for services to be rendered to Mortgagor or otherwise in connection with the Improvements and all other property, contracts, reports, proposals and other materials now or hereafter existing in any way relating to the Land or the Improvements or the construction of additional Improvements;

(E) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("Appurtenances");

(F) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements, Appurtenances or Materials or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances,

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Materials or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances, Materials or any part thereof, and, except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby;

(iii) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Land, Improvements, Appurtenances or Materials; and

(iv) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or Materials;

(G) All rents and any payments made in lieu of rents payable under the Leases and in lieu of any such other payments payable in addition to rent, such as lease termination payments and any damages paid by any tenant of the Mortgaged Property in connection with a default by such tenant in the performance of its obligations under such tenant's lease, any amount received from any tenant of the Mortgaged Property in connection with any bankruptcy or reorganization proceedings, or any payment made by any tenant of the Mortgaged Property in consideration for the termination, amendment, modification or release of any lease obligations or release from liability therefor, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "Rents"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(H) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements, Appurtenances or Materials, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(I) Any and all escrow accounts held by Lender or Lender's agent pursuant to any provision of this Mortgage;

(J) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(K) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in the Granting Clauses, together with all real and personal, tangible and intangible property pledged in, or to which a security interest attaches pursuant to, any of the Loan Instruments is sometimes referred to collectively as the

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"Mortgaged Property." The Rents and Leases are pledged on a parity with the Land and Improvements and not secondarily.

ARTICLE ONE COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Lender as follows:

1.1 Performance under Note, Mortgage and Other Loan Instruments.

Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof and of the Note, every other Loan Instrument and every instrument evidencing or securing Borrower's Liabilities and will promptly pay or cause to be paid to Lender when due the principal with interest thereon and all other sums required to be paid by Mortgagor pursuant to the Note, this Mortgage, every other Loan Instrument and every other instrument evidencing or securing Borrower's Liabilities.

1.2 General Covenants and Representations.

Mortgagor covenants and represents that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is a limited liability company, duly organized, validly existing and is in good standing under the laws of the State of Illinois; (b) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever except those set forth on Exhibit B attached hereto (such liens, security interests, charges and encumbrances set forth on said Exhibit B being hereinafter referred to as the "Permitted Encumbrances"); (c) Mortgagor has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property as provided herein; (d) upon the occurrence of an Event of Default, Lender may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (e) Mortgagor will maintain and preserve the lien of this Mortgage as a first and paramount lien on the Mortgaged Property subject only to the Permitted Encumbrances until Borrower's Liabilities have been paid in full.

1.3 Compliance with Laws and Other Restrictions.

Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply with, and will during the full term of this Mortgage continue to comply with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations applicable to the Mortgaged Property (the "Legal Requirements"). If any federal, state or other governmental body or any court issues any notice or order to the effect that the Mortgaged Property or any part thereof is not in compliance with any such covenant, ordinance, code, law or regulation, Mortgagor will promptly provide Lender with a copy of such notice or order and will immediately commence and diligently perform all such actions as are necessary to comply therewith or otherwise correct such non-compliance. Mortgagor shall not, without the prior written consent of Lender, petition for or otherwise seek any change in the zoning ordinances or other public or private restrictions applicable to the Mortgaged Property on the date hereof.

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1.4 Taxes and Other Charges.

1.4.1 **Taxes and Assessments.** Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Borrower's Liabilities or upon or against the interest of Lender in the Mortgaged Property, as well as all taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or in respect of the Mortgaged Property or any part thereof, provided, however, that unless compliance with applicable laws requires that taxes, assessments or other charges must be paid as a condition to protesting or contesting the amount thereof, Mortgagor may in good faith, by appropriate proceedings commenced within ninety (90) days of the due date of such amounts and thereafter diligently pursued, contest the validity, applicability or amount of any asserted tax, assessment or other charge and pending such contest Mortgagor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment, Mortgagor shall obtain an endorsement insuring over such tax or assessment, in form and substance satisfactory to Lender, to the loan policy of title insurance issued to Lender insuring the lien of this Mortgage. Mortgagor shall pay the disputed or contested tax, assessment or other charge and all interest and penalties due in respect thereof on or before the date any adjudication of the validity or amount thereof becomes final and in any event no less than thirty (30) days prior to any forfeiture or sale of the Mortgaged Property by reason of such non-payment.

1.4.2 **Taxes Affecting Lender's Interest.** If any state, federal, municipal or other governmental law, order, rule or regulation, which becomes effective subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes, so as to impose on Lender a tax by reason of its ownership of any or all of the Loan Instruments or measured by the principal amount of the Note, requires or has the practical effect of requiring Lender to pay any portion of the real estate taxes levied in respect of the Mortgaged Property to pay any tax levied in whole or in part in substitution for real estate taxes or otherwise affects materially and adversely the rights of Lender in respect of the Note, this Mortgage or the other Loan Instruments, Borrower's Liabilities and all interest accrued thereon shall, upon thirty (30) days' notice, become due and payable forthwith at the option of Lender, whether or not there shall have occurred an Event of Default, provided, however, that, if Mortgagor may, without violating or causing a violation of such law, order, rule or regulation, pay such taxes or other sums as are necessary to eliminate such adverse effect upon the rights of Lender and does pay such taxes or other sums when due, Lender may not elect to declare due Borrower's Liabilities by reason of the provisions of this Section 1.4.2.

1.4.3 **Tax Escrow.** Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Section 1.4, but not in lieu of such obligations, deposit with Lender on the first day of each calendar month commencing with the second (2nd) full calendar month occurring after the Disbursement Date (as defined in the Note) throughout the term of the Loan, deposits, in amounts set by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all annual ad valorem taxes, assessments and charges of the nature described in Section 1.4.1 at least thirty (30) days

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prior to the date or dates on which they shall become delinquent. Mortgagor hereby pledges to Lender, and grants to Lender a security interest in, any and all such deposits as security for the Loan. The taxes, assessments and charges for purposes of this Section 1.4.3 shall, if Lender so elects, include, without limitation, water and sewer rents. Mortgagor shall procure and deliver to Lender when issued all statements or bills for such obligations. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such taxes, assessments and similar charges thirty (30) days prior to the date they become delinquent. Lender shall pay such taxes, assessments and other charges as they become due to the extent of the funds on deposit with Lender from time to time and provided Mortgagor has delivered to Lender the statements or bills therefor. In making any such payments, Lender shall be entitled to rely on any bill issued in respect of any such taxes, assessments or charges without inquiry into the validity, propriety or amount thereof and whether delivered to Lender by Mortgagor or otherwise obtained by Lender. Any deposits received pursuant to this Section 1.4.3 shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Lender shall pay interest on such deposits at the rate of three and one-half percent (3-1/2%) per annum. If any Event of Default occurs and is continuing, Lender shall have no further obligation to pay interest on such deposits and any part or all of the amounts then on deposit or thereafter deposited with Lender under this Section 1.4.3 may at Lender's option be applied to payment of Borrower's Liabilities in such order as Lender may determine.

1.4.4 No Credit Against the Indebtedness Secured Hereby. Mortgagor shall not claim, demand or be entitled to receive any credit against the principal or interest payable under the terms of the Note or on any of Borrower's Liabilities for any of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to Borrower's Liabilities or to Lender's interest in the Mortgaged Property.

1.5 Mechanic's and Other Liens. Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Mortgaged Property, provided, however, that Mortgagor may in good faith, by appropriate proceeding, contest the validity, applicability or amount of any asserted lien and, pending such contest, Mortgagor shall not be deemed to be in default hereunder if Mortgagor shall first obtain an endorsement, in form and substance satisfactory to Lender, to the loan policy of title insurance issued to Lender insuring over such lien, or, if no such loan policy shall have been issued, then Mortgagor shall deposit with Lender a bond or other security satisfactory to Lender in the amount of 150% of the amount of such lien. Mortgagor shall pay the disputed amount and all interest and penalties due in respect thereof on or before the date any adjudication of the validity or amount thereof becomes final and, in any event, no less than thirty (30) days prior to any foreclosure sale of the Mortgaged Property or the exercise of any other remedy by such claimant against the Mortgaged Property.

1.6 Insurance and Condemnation

1.6.1 Hazard Insurance. Mortgagor shall, at its sole cost and expense, obtain for, deliver to, assign to and maintain for the benefit of Lender, until Borrower's Liabilities are paid in full, policies of hazard insurance, in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (except the Land), insuring on a

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replacement cost basis the Mortgaged Property with "causes of loss-special form" coverage and insuring against such other hazards, casualties and contingencies as Lender may require, and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available, flood. If any such policy shall contain a co-insurance clause it shall also contain an agreed amount or stipulated value endorsement. All policies of hazard insurance shall contain a "lender's loss payable" endorsement and shall provide that no losses shall be payable to any other parties without Lender's prior written consent. The form of such policies, the amounts and the companies issuing them shall be acceptable to Lender. Originals or certified copies of all policies shall be delivered to and retained by Lender. Mortgagor shall pay on or before the due dates thereof premiums on all insurance policies and on any renewals thereof and deliver to Lender evidence of such renewals prior to the expiration of such policies. In the event of a loss, Mortgagor will give immediate written notice to Lender and Lender may make proof of loss if not made promptly by Mortgagor (for which purpose Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact). In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of Borrower's Liabilities, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. All such policies shall provide that they shall not be modified, cancelled or terminated without at least thirty (30) days' prior written notice to Lender from the insurer.

1.6.2 Other Insurance. Mortgagor shall, at its sole cost and expense, obtain for, deliver to, assign to and maintain for the benefit of, Lender, until Borrower's Liabilities are paid for in full, (i) commercial general liability insurance in such amounts as Lender may specify, together with workers compensation and employer's liability insurance, naming Lender as additional insured, (ii) a business interruption insurance policy covering loss of rents at a limit of 100%, in an amount not less than all rent and other charges payable by the tenants of the Mortgaged Property (based on a fully leased fully operational building) for a period of one (1) year, together with such assignments of the proceeds of such policy as Lender may require, (iii) boiler and machinery insurance, if requested by Lender, and (iv) such other policies of insurance relating to the Mortgaged Property and the use and operation thereof as Lender may require, including dramshop, all in form and amounts, and issued by such companies as are acceptable to Lender.

1.6.3 Adjustment of Loss. Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss of more than \$50,000 under any insurance policies covering or relating to the Mortgaged Property and to collect and receive the proceeds from any such policy or policies (and deposit such proceeds as provided in Section 1.6.5). Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment (i) of 100% of all such losses of more than said amount directly to Lender alone and (ii) of 100% of all such losses of said amount or less directly to Mortgagor alone, and in no case to Mortgagor and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including without limitation reasonable attorneys' and adjusters' fees and charges, Lender shall apply the net proceeds as provided in Section 1.6.5. Lender shall

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not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.6.4 Condemnation Awards. Lender shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Lender after deducting from such compensation, awards, damages, claims, rights of action and proceeds all its expenses, including reasonable attorneys' fees, may apply such net proceeds (except as otherwise provided in Section 1.6.5 of this Mortgage) to payment of Borrower's Liabilities in such order and manner as Lender may elect. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Lender may require.

1.6.5 Repair; Proceeds of Casualty Insurance and Eminent Domain. If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.4, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the proceeds, award or other compensation are sufficient to pay the cost of such restoration or repair. At Lender's election, to be exercised by written notice to Mortgagor within thirty (30) days following Lender's unrestricted receipt in cash or the equivalent thereof of said proceeds, award or other compensation, the entire amount of such proceeds, award or compensation shall either (i) be applied to Borrower's Liabilities in such order and manner as Lender may elect or (ii) be made available to Mortgagor on such terms and conditions as Lender may impose, including without limitation the terms and conditions set forth in this Section 1.6.5, for the purpose of financing the cost of restoration or repair with any excess to be applied to Borrower's Liabilities or (iii) for any other purposes for which Lender is permitted to advance funds under the Loan Instruments. Notwithstanding the foregoing, if (a) in the sole judgment of Lender, the improvements located on the Mortgaged Property can be repaired or restored to an architectural and economic unit of the same character and not less valuable than they were prior to such damage and destruction, (b) Lender shall be satisfied in its sole judgment that the repair or restoration of such improvements will be completed no later than one year prior to the maturity date of the Loan, (c) such proceeds, award or other compensation are, in Lender's sole judgment, sufficient to pay the cost of such repair or restoration, or, if they are not, Mortgagor provides evidence satisfactory to Lender that it has sufficient funds available to pay the amount of any deficiency, (d) Mortgagor delivers evidence satisfactory to Lender in its sole judgment that all material leases of the Mortgaged Property shall continue in full force and effect and the tenants thereunder shall continue paying rent unabated, or if rent is to be abated, the amount of such abatement is covered by rent loss or business interruption insurance, (e) in the case of a condemnation, the remainder of the Mortgaged Property complies with all applicable land use, zoning and subdivision regulations, and (f) no Event of Default shall have occurred and be

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continuing, then Lender will make the proceeds of insurance, after deducting from such proceeds all expenses incurred by Lender in the collection thereof, including attorneys' fees, available for repair or restoration on the conditions herein contained. If the amount of such proceeds, award or compensation to be made available to Mortgagor pursuant to this Section 1.6.5 is less than the cost of the restoration or repair as estimated by Lender at any time prior to completion thereof, Mortgagor shall cause to be deposited with Lender the amount of such deficiency within thirty (30) days of Lender's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to any such insurance proceeds. If Mortgagor is required to deposit funds under this Section 1.6.5, the deposit of such funds shall be a condition precedent to Lender's obligation to disburse any insurance proceeds held by Lender hereunder. Without limitation of Lender's rights hereunder, it shall be an additional condition precedent to any disbursement of insurance proceeds held by Lender hereunder that Lender shall have approved all plans and specifications for any proposed repair or restoration. The amount of proceeds, award or compensation which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Lender to be disbursed from time to time to pay the cost of repair or restoration either, at Lender's option, to Mortgagor or directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Lender may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Lender may commingle any such funds held by it with its other general funds. Mortgagor shall not be entitled to a credit against any of Borrower's Liabilities except and to the extent the funds are applied thereto pursuant to this Section 1.6.5. Lender shall pay interest on any deposits held by Lender in accordance with this Section 1.6.5 at the rate of three and one-half percent (3 1/2%) per annum. If any Event of Default occurs and is continuing, Lender shall have no further obligation to pay interest on such deposits. Notwithstanding any other provision of this Section 1.6.5, if an Event of Default shall be existing at the time of such casualty, taking or other event or if an Event of Default occurs thereafter, Lender shall have the right to immediately apply all insurance proceeds, awards or compensation to the payment of Borrower's Liabilities in such order and manner as Lender may determine. Lender shall have the right at all times to apply such net proceeds to the cure of any Event of Default or the performance of any obligations of Mortgagor under the Loan Instruments.

1.6.6 Proceeds of Business Interruption and Rental Insurance. The net proceeds of business interruption and rental insurance shall be paid to Lender for application first to Borrower's Liabilities in such order and manner as Lender may elect and then to the creation of reserves for future payments of Borrower's Liabilities in such amounts as Lender deems necessary with the balance to be remitted to Mortgagor subject to such controls as Lender may deem necessary to assure that said balance is used to discharge accrued and to be accrued expenses of operation and maintenance of the Mortgaged Property.

1.6.7 Renewal of Policies. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under this Section 1.6.7, a renewal thereof satisfactory to Lender shall be delivered to Lender or substitution therefor, together with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

1.6.8 Intentionally Deleted.

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1.6.9 Illinois Collateral Protection Act Disclosure. Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagors' expense to protect Lender's interests in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Lender purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

1.7 Non-Impairment of Lender's Rights. Nothing contained in this Mortgage shall be deemed to limit or otherwise affect any right or remedy of Lender under any provision of this Mortgage or of any statute or rule of law to pay and, upon Mortgagor's failure to pay the same, Lender may pay any amount required to be paid by Mortgagor under Sections 1.4, 1.5 and 1.6 and the amount so paid by Lender shall bear interest at the Default Rate (as defined in the Note), and, together with interest, shall be added to Borrower's Liabilities. Mortgagor shall pay to Lender on demand the amount so paid by Lender, together with all accrued and unpaid interest thereon. The provisions of Section 1.4.3 are solely for the added protection of Lender and entail no responsibility on Lender's part beyond the allowing of due credit as specifically provided therein. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and any responsibility of Lender with respect to such funds shall terminate.

1.8 Care of the Mortgaged Property. Mortgagor shall preserve and maintain the Mortgaged Property in good and first class condition and repair. Mortgagor shall not, without the prior written consent of Lender, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof. Except as otherwise provided in this Mortgage, no new improvements shall be constructed on the Mortgaged Property and no part of the Mortgaged Property shall be removed, demolished or altered in any material manner without the prior written consent of Lender, which consent shall not be unreasonably withheld.

1.9 Transfer or Encumbrance of the Mortgaged Property. Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any interest therein, the beneficial interest in the land trust holding title to the Mortgaged Property, or in any other trust holding title to the Mortgaged Property, or voting control of more than fifty percent (50%) of the percentage interests of any limited liability company, corporation, partnership or other entity which owns all or part of the Mortgaged Property or such beneficial interest, whether by operation of law or otherwise, without the prior written

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consent of Lender having been obtained (i) to the sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer and (ii) to the form and substance of any instrument evidencing or contracting for any such sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer. Lender's consent may be granted or denied in Lender's sole discretion and may be conditioned upon whatever terms Lender may specify. Notwithstanding the foregoing, Lender shall not withhold its consent to the transfer of membership interests in the limited liability company holding title to the Mortgaged Property, provided that Lawrence F. Levy remains the manager and the holder of no less than fifty-one percent (51%) of the membership interests in said limited liability company following any such transfer and further provided that Lender receives notice of any such transfer prior to its consummation and copies of all documentation by which any such transfer is effectuated. Mortgagor shall pay all costs and expenses incurred by Lender in connection with any request for consent made under this Section 1.9, whether such consent is or is not given. Mortgagor shall not, without the prior written consent of Lender, further assign or permit to be assigned the rents from the Mortgaged Property, and any such assignment without the prior express written consent of Lender shall be null and void. Mortgagor shall not permit any interest in any lease of the Mortgaged Property to be subordinated to any encumbrance on the Mortgaged Property other than the Loan Instruments and any such subordination shall be null and void. Mortgagor agrees that in the event the ownership of the Mortgaged Property, any interest therein or any part thereof becomes vested in a person other than Mortgagor, Lender may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, the Note, the Loan Instruments and Borrower's Liabilities without in any way mitigating or discharging Mortgagor's liability hereunder or Borrower's Liabilities. No sale of the Mortgaged Property, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note or any other Borrower's Liabilities given by Lender shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Lender. Mortgagor shall not permit the Mortgaged Property or any portion thereof to be submitted to the Condominium Property Act of the State of Illinois by filing a Declaration of Condominium Ownership or otherwise.

1.10 Further Assurances. At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under, the Note, this Mortgage, any other Loan Instrument and any instrument evidencing or securing Borrower's Liabilities, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Lender may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to do so.

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1.11 Security Agreement and Financing Statements

(a) Mortgagor (as debtor) hereby grants to Lender (as creditor and secured party) a security interest under the Uniform Commercial Code in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property. Mortgagor shall execute any and all documents, including without limitation financing statements pursuant to the Uniform Commercial Code, as Lender may request to preserve, maintain and perfect the priority of the first lien and security interest created hereby on property which may be deemed personal property or fixtures, and shall pay to Lender on demand any expenses incurred by Lender in connection with the preparation, execution and filing of any such documents. Mortgagor hereby authorizes and empowers Lender and irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to execute and file, on Mortgagor's behalf, all financing statements and refilings and continuations thereof as Lender deems necessary or advisable to create, preserve and protect such lien. When and if Mortgagor and Lender shall respectively become the debtor and secured party in any Uniform Commercial Code financing statement affecting the Mortgaged Property (or Lender takes possession of personal property delivered by Mortgagor where possession is the means of perfection of the security interest), then, at Lender's sole election, this Mortgage shall be deemed a security agreement as defined in such Uniform Commercial Code, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to such part of the security which is also reflected in such financing statement, by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code.

(b) Without limitation of the foregoing, if an Event of Default occurs, Lender shall be entitled immediately to exercise all remedies available to it under the Uniform Commercial Code and this Section 1.11. Mortgagor shall, in such event and if Lender so requests, assemble the tangible personal property at Mortgagor's expense, at a convenient place designated by Lender. Lender may publicly or privately sell or otherwise dispose of such fixtures, machinery, appliances, equipment, furniture and personal property upon such terms and in such manner as Lender may require. Mortgagor shall pay all expenses incurred by Lender in the collection of such indebtedness, including reasonable attorneys' fees and legal expenses, and in the repair of any real estate or other property to which any of the tangible personal property may be affixed. If any notification of intended disposition of any of the personal property is required by law, such notification shall be deemed reasonable and proper if given at least ten (10) days before such disposition. Any proceeds of the disposition of any of the personal property may be applied by Lender to the payment of the reasonable expenses of retaking, holding, preparing for sale and selling the personal property, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of Borrower's Liabilities, and in such order of application, as Lender may from time to time elect. If an Event of Default occurs,

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Lender shall have the right to exercise and shall automatically succeed to all rights of Mortgagor with respect to intangible personal property subject to the security interest granted herein. Any party to any contract subject to the security interest granted herein shall be entitled to rely on the rights of Lender without the necessity of any further notice or action by Mortgagor. Lender shall not by reason of this Mortgage or the exercise of any right granted hereby be obligated to perform any obligation of Mortgagor with respect to any portion of the personal property nor shall Lender be responsible for any act committed by Mortgagor, or any breach or failure to perform by Mortgagor with respect to any portion of the personal property.

(c) Mortgagor and Lender agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be regarded as part of the real estate encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the Land or Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Lender, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender as determined by this instrument or adversely affecting the priority of Lender's lien granted hereby or by any other recorded document. Any such mention in any such financing statement is declared to be for the protection of Lender in the event any court or judge shall at any time hold with respect to clauses (1), (2) or (3) above, that notice of Lender's priority of interest, to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

1.12 Assignment of Rents

(a) The assignment of rents, income and other benefits contained in Section (G) of the Granting Clauses of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Lender shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Mortgaged Property, whether or not Lender takes possession of such property. Mortgagor hereby further grants to

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Lender the right effective upon the occurrence of an Event of Default to do any or all of the following, at Lender's option: (i) enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, income and other benefits; (ii) dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Lender; (iii) lease the Mortgaged Property or any part thereof; (iv) repair, restore and improve the Mortgaged Property; and (v) apply the rents, income and other benefits, after payment of certain expenses and capital expenditures relating to the Mortgaged Property, on account of Borrower's Liabilities in such order and manner as Lender may elect. Such assignment and grant shall continue in effect until Borrower's Liabilities are paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Lender pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this section by Lender nor the application of any such rents, income or other benefits to payment of Borrower's Liabilities shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Mortgagor has executed and delivered to Lender an Assignment of Leases and Rents of even date herewith, and, to the extent that the provisions of this Section 1.12 or Section 1.14 are inconsistent with the provisions of said Assignment of Leases and Rents, the provisions of said Assignment of Leases and Rents shall control. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Mortgagor shall have the right and authority to continue to collect the rents, income and other benefits from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Mortgagor to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Lender hereunder.

(b) Mortgagor shall not permit any rent under any lease of the Mortgaged Property to be collected more than thirty (30) days in advance of the due date thereof and, upon any receiver, Lender, anyone claiming by, through or under Lender or any purchaser at a foreclosure sale coming into possession of the Mortgaged Property, no tenant shall be given credit for any rent paid more than thirty (30) days in advance of the due date thereof. Mortgagor shall act promptly to enforce all available remedies against any delinquent lessee so as to protect the interest of the lessor under the leases and to preserve the value of the Mortgaged Property.

1.13 After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage, including without limitation the security interest created under Section 1.11, shall automatically attach, without further act, to all property hereafter acquired

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by Mortgagor: located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.14 Leases Affecting Mortgaged Property.

(a) Mortgagor shall comply with and perform in a complete and timely manner all of its material obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Mortgagor shall give notice to Lender of any default by the landlord under any lease affecting the Mortgaged Property promptly upon the occurrence of such default, but, in any event, in such time to afford Lender an opportunity to cure any such default prior to the tenant having any right to terminate the lease. Each of the leases shall contain a provision requiring the tenant to notify Lender of any default by landlord and granting an opportunity for a reasonable time after such notice to cure such default prior to any right accruing to the tenant to terminate such lease. Mortgagor, if requested by Lender, shall furnish promptly to Lender (i) original or certified copies of all such leases now existing or hereafter created, as amended from time to time, and (ii) a current rent roll in form satisfactory to Lender and otherwise disclosing in respect of each lease, (A) the name of the tenant under such lease; (B) the name of any guarantor of such lease; (C) the rentable square footage of the subject leased premises; (D) the amount of the applicable base rent and rent per square foot; (E) any required additional rent or percentage rent; (F) any rent concessions or abatements; (G) the amount of the applicable security deposit; (H) the lease commencement and expiration dates; and (I) any renewal options (a rent roll in such form being hereinafter referred to as a "Rent Roll"). Lender shall have the right to notify at any time and from time to time any tenant of the Mortgaged Property of any provision of this Mortgage.

(b) The assignment contained in Section (I) of the Granting Clauses shall not be deemed to impose upon Lender any of the obligations or duties of the landlord or Mortgagor provided in any lease, including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage. Mortgagor hereby acknowledges and agrees that Mortgagor is and will remain liable under such leases to the same extent as though the assignment contained in Section (H) of the Granting Clauses had not been made. Lender disclaims any assumption of the obligations imposed upon the landlord or Mortgagor under the leases, except as to such obligations which arise after such time as Lender shall have exercised the rights and privileges conferred upon it by the assignment contained in Section (H) of the Granting Clauses and assumed full and indefeasible ownership of the collateral thereby assigned. With respect to the assignment contained in Section (H) of the Granting Clauses, Mortgagor shall, from time to time upon request of Lender, specifically assign to Lender as additional security hereunder, by an instrument in writing in such form as may be approved by Lender, all right, title and interest of Mortgagor in and to any and all leases now or hereafter of or affecting the Mortgaged Property or any part thereof

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together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under such lease. Mortgagor shall also execute and deliver to Lender any notification, financing statement or other document required by Lender to perfect the foregoing assignment as to any such lease. The provisions of this Section 1.14 shall be subject to the provisions of Section (H) of the Granting Clauses.

1.15 Management of Mortgaged Property. The Mortgaged Property is to be managed at all times in accordance with sound business practice. Mortgagor shall cause the Mortgaged Property to be managed by a competent and reputable managing agent acceptable to Lender pursuant to a management agreement approved by Lender in writing in advance of execution thereof. Following such approval, Mortgagor shall not permit the management agreement to be terminated (except for good cause after notice to Lender), modified, amended or extended, or permit a change in the identity of the management agent, without Lender's prior written consent. Each management agreement shall be subject and subordinate in all respects to the lien of this Mortgage and the rights of Lender hereunder and, at Lender's request, Mortgagor shall cause the manager under such management agreement to subordinate its right to any lien or claim of lien encumbering the Mortgaged Property and to execute such subordination in recordable form.

1.16 Execution of Leases. Mortgagor shall not permit any leases to be made of the Mortgaged Property or to be modified, terminated, extended or renewed without the prior written consent of Lender. If Lender does not either consent or refuse to give consent within fourteen (14) days following the delivery of a request for consent under this Section 1.16, then Lender shall be deemed to have given its consent to the requested matter. If Lender consents to any new lease or the renewal of any existing lease, at Lender's request, Mortgagor shall cause the tenant thereunder to execute a subordination and attornment agreement in form and substance satisfactory to Lender.

1.17 Expenses. Mortgagor shall pay when due and payable, and otherwise on demand made by Lender, all loan fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, reasonable attorneys' fees, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Lender in connection with any of the following:

- (a) The preparation, execution, delivery and performance of the Loan Instruments;
- (b) The funding of the Loan;
- (c) Any court or administrative proceeding involving Mortgagor, the Mortgaged Property or the Loan Instruments to which Lender is made a party or is subject to subpoena by reason of its being a holder of any of the Loan Instruments, including without limitation bankruptcy, insolvency, reorganization, probate, eminent domain, condemnation, building code and zoning proceedings;

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(d) Any court or administrative proceeding or other action undertaken by Lender to enforce any remedy or to collect any indebtedness due under this Mortgage or any of the other Loan Instruments following a default thereunder, including without limitation a foreclosure of this Mortgage or a public or private sale under the Uniform Commercial Code;

(e) Any remedy exercised by Lender following an Event of Default including foreclosure of this Mortgage and actions in connection with taking possession of the Mortgaged Property or collecting rents assigned hereby and by the Assignment of Leases and Rents;

(f) Any activity in connection with any request by Mortgagor or anyone acting on behalf of Mortgagor that Lender consent to a proposed action which, pursuant to this Mortgage or any of the other Loan Instruments may be undertaken or consummated only with the prior consent of Lender (except for a consent requested under Section 1.16 hereof), whether or not such consent is granted; or

(g) Any negotiation undertaken between Lender and Mortgagor or anyone acting on behalf of Mortgagor pertaining to the existence or cure of any default under or the modification or extension of any of the Loan Instruments.

If Mortgagor fails to pay said costs and expenses as above provided, Lender may elect, but shall not be obligated, to pay the costs and expenses described in this Section 1.17, and if Lender does so elect, then the amounts paid by Lender shall bear interest at the Default Rate and, together with interest, shall be added to Borrower's Liabilities. Mortgagor will, upon demand by Lender, reimburse Lender for all such expenses, together with all accrued and unpaid interest thereon. In the event of foreclosure hereof, Lender shall be entitled to add to the indebtedness found to be due by the court a reasonable estimate of such expenses to be incurred after entry of the decree of foreclosure. To the extent permitted by law, Mortgagor agrees to hold harmless Lender against and from, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including without limitation reasonable attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with the Mortgaged Property, this Mortgage, the other Loan Instruments, any of the indebtedness evidenced by the Note or any of Borrower's Liabilities.

1.18 Lender's Performance of Mortgagor's Obligations. If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Note or any other Loan Instrument, Lender may, but shall not be obligated to, pay, obtain or perform the same, provided that Lender shall have given written notice to Mortgagor of its intention to do so. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Lender in connection therewith shall be due and payable immediately. The amounts so incurred or paid by Lender shall bear interest at the Default Rate and, together with

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interest, shall be added to Borrower's Liabilities. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any covenant, condition or term that Mortgagor has failed to perform or observe, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Performance or payment by Lender of any obligation of Mortgagor shall not relieve Mortgagor of such obligation or of the consequences of having failed to perform or pay the same and shall not effect the cure of any Event of Default.

1.19 Payment of Superior Liens. To the extent that Lender, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Lender shall have and be entitled to a lien on the premises equal in parity with that discharged, and Lender shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender to secure the Note and all obligations and liabilities secured hereby. Lender shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Note or other indebtedness secured hereby.

1.20 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall furnish to Lender (i) within thirty (30) days following the end of each calendar month, a statement of income and expenses of the Mortgaged Property for the preceding calendar month; (ii) within thirty (30) days following the end of each calendar month, a Rent Roll for the Mortgaged Property for the preceding calendar month; (iii) within ninety (90) days following the end of each calendar year, a statement of income and expenses of the Mortgaged Property for the preceding calendar year, a balance sheet for Mortgagor as of the last day of the preceding calendar year and a statement of income and expenses for Mortgagor for the preceding calendar year; (iv) within ninety (90) days following the end of each calendar year, a balance sheet for each guarantor of the Loan as of the last day of the preceding calendar year; (v) within thirty (30) days after the filing of any annual federal income tax return or any amended tax return of Mortgagor and each guarantor of the Loan, a copy of such return; and (vi) such other financial information pertaining to the Mortgaged Property, Mortgagor or any guarantor of the Loan as Lender may reasonably request from time to time. All statements of Mortgagor and statements pertaining to the Mortgaged Property shall be prepared in accordance with generally accepted accounting principles and shall be certified by the managing member of Mortgagor as being true, correct and complete. Mortgagor shall cause statements pertaining to each guarantor of the Loan to be prepared in accordance with generally accepted accounting principles and certified by such guarantor as being true, correct and complete. In the event that Mortgagor fails to comply with the requirements set forth above, Lender shall have the right to have Mortgagor's books and records audited by an independent certified public accountant, and the cost of such audit shall be the obligation of Mortgagor. Lender and its designated agents shall have the right to inspect Mortgagor's books and records with respect to the Mortgaged Property at all reasonable times. In the event of a foreclosure of this Mortgage, all of Mortgagor's books and records maintained in

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connection with the Mortgaged Property shall be made available to the successful bidder at the foreclosure sale for inspection and copying for a period of not less than three (3) years following said sale. In addition, at least sixty (60) days prior to the commencement of each calendar year, Mortgagor shall deliver to Lender an operating budget for the Mortgaged Property for such calendar year. For so long as Mortgagor continues to be obligated to make Mandatory Prepayments (as defined in the Note), Mortgagor shall make such amendments to such budget as Lender may require and shall operate the Mortgaged Property substantially in accordance with such budget.

1.21 Estoppel. Mortgagor, within ten (10) days after written request from Lender, shall furnish a written statement executed by Mortgagor setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses are claimed to exist against the payment of such principal and interest or other sums and, if any such offsets or defenses are claimed, the specific basis and amount of each such claim. If Mortgagor objects to the principal, interest or escrow amount or the application of any payment shown on any written statement, receipt, invoice or other written notice received by Mortgagor or any partner, member or officer of Mortgagor, Mortgagor shall raise such objection by written notice to Lender within ninety (90) days following receipt of such statement, receipt, invoice or other written notice or else such objection shall be deemed waived by Mortgagor and such other parties.

1.22 Use of the Mortgaged Property. The Mortgaged Property shall be used only as an office building. Without limitation of the foregoing, Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public in such manner as might unreasonably tend to impair Mortgagor's title to the Mortgaged Property or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or adverse possession by the public, as such, or of implied dedication of the Mortgaged Property or any portion thereof. Further, without limitation of the foregoing, Mortgagor shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purpose.

1.23 Litigation Involving Mortgaged Property. Mortgagor shall promptly notify Lender of any litigation, administrative procedure or proposed legislative action initiated against Mortgagor or the Mortgaged Property or in which the Mortgaged Property is directly or indirectly affected including any proceedings which seek to (i) enforce any lien against the Mortgaged Property, (ii) correct, change or prohibit any existing condition, feature or use of the Mortgaged Property, (iii) condemn or demolish the Mortgaged Property, (iv) take, by the power of eminent domain, any portion of the Mortgaged Property or any property which would damage the Mortgaged Property, (v) modify the zoning applicable to the Mortgaged Property, or (vi) otherwise adversely affect the Mortgaged Property. Mortgagor shall initiate or appear in any legal action or other appropriate proceedings when necessary to protect the Mortgaged Property from damage. Mortgagor shall, upon written request of Lender, represent and defend the interests of Lender in any proceedings described in this Section 1.23 or, at Lender's election, pay the fees and expenses of any counsel retained by Lender to represent the interest of Lender in any such proceedings, in which event such fees and expenses shall be added to Borrower's Liabilities and shall bear interest at the Default Rate.

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1.24 Environmental Conditions.

(a) Mortgagor represents, to the best of its knowledge, and covenants that there are no, nor will there, for so long as any of Borrower's Liabilities remain outstanding, be, any Hazardous Materials (as hereinafter defined) generated, released, stored, buried or deposited over, beneath, in or upon the Mortgaged Property, except as such Hazardous Materials may be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor. For purposes of this Mortgage, "Hazardous Materials" shall mean and include any pollutants, flammables, explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal, state or local laws, ordinances, regulations or guidances which regulate, govern, prohibit or pertain to the generation, manufacture, use, transportation, disposal, release, storage, treatment of, or response or exposure to, toxic or hazardous substances, wastes or materials. Such laws, ordinances and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws."

(b) Mortgagor shall, and Mortgagor shall cause all employees, agents, contractors and subcontractors of Mortgagor and any other persons from time to time present on or occupying the Mortgaged Property to, keep and maintain the Mortgaged Property in compliance with and not cause or knowingly permit the Mortgaged Property to be in violation of, any applicable Hazardous Materials Laws. Neither Mortgagor nor any employees, agents, contractors or subcontractors of Mortgagor or any other persons occupying or present on the Mortgaged Property shall use, generate, manufacture, store or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Materials, except as such Hazardous Materials may be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor.

(c) Mortgagor shall immediately advise Lender in writing of (i) any notices received by Mortgagor (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation occurring on or about the Mortgaged Property of any applicable Hazardous Materials Laws; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials Laws; (iii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) Mortgagor's discovery of any occurrence or condition on any

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real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any Hazardous Materials Claims. Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and Mortgagor shall pay to Lender, upon demand, all reasonable attorneys' and consultants' fees incurred by Lender in connection therewith.

(d) Mortgagor shall be solely responsible for, and shall indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the Loan or otherwise and regardless of by whom caused, whether by Mortgagor or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor or subcontractor of Mortgagor or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials on, under or about the Mortgaged Property, including, without limitation: (i) claims of third parties (including governmental agencies) for damages, penalties, losses, costs, fees, expenses, damages, injunctive or other relief; (ii) response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; and (iii) any and all expenses or obligations, including reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, deposition costs, copying and telephone charges and other expenses. The obligations of Mortgagor under this subsection shall survive any of the foreclosure of this Mortgage, the repayment of Borrower's Liabilities, or other satisfaction of the indebtedness secured by this Mortgage, whether by deed in lieu of foreclosure or otherwise.

(e) Mortgagor hereby represents, warrants and certifies that: (i) the execution and delivery of the Loan Instruments is not a transfer of "real property", as "real property" is defined in the Illinois Responsible Property Transfer Act (765 ILCS 90/1 et seq.), as amended from time to time ("RPTA"); (ii) there are no underground storage tanks located on, under or about the Mortgaged Property which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as now or hereafter amended (42 U.S.C. § 6991); and (iii) there is no facility located on or at the Mortgaged Property which is subject to the reporting requirements of Section 312 of the federal Emergency Planning and Community Right to Know Act of 1986 and the federal regulations promulgated thereunder (42 U.S.C. § 11022), as "facility" is defined in RPTA.

(f) Any loss, damage, cost, expense or liability incurred by Lender as a result of a breach or misrepresentation by Mortgagor or for which Mortgagor is

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responsible or for which Mortgagor has indemnified Lender shall be paid to Lender on demand, and, failing prompt reimbursement, such amounts shall, together with interest thereon at the Default Rate from the date incurred by Lender until paid by Mortgagor, be added to Borrower's Liabilities, be immediately due and payable and be secured by the lien of this Mortgage and the other Loan Instruments.

(g) Lender may, in its sole discretion, require Mortgagor, at its sole cost and expense, from time to time to perform or cause to be performed, such studies or assessments of the Mortgaged Property, as Lender may deem necessary or appropriate or desirable, to determine the status of environmental conditions on and about the Mortgaged Property, which such studies and assessments shall be for the benefit of, and be prepared in accordance with the specifications established by, Lender.

(h) Mortgagor hereby grants and agrees to provide to Lender, its agents, employees and contractors, access to the Mortgaged Property, from time to time upon prior written notice, for the purpose of either (i) taking such action as Lender shall determine to be appropriate to respond to a release, threatened release, or the presence of Hazardous Materials, or any related condition, on or about the Mortgaged Property, or (ii) conducting such studies or assessments of the Mortgaged Property, as Lender may deem necessary or appropriate or desirable.

ARTICLE TWO DEFAULTS

2.1 **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The failure by Mortgagor: (i) to pay or deposit when due (A) any payment of principal and such failure shall not be remedied within ten (10) days following the delivery of written notice of failure to Mortgagor, whether at maturity or otherwise; (B) any payment of interest under the Note and such failure shall not be remedied within ten (10) days following the delivery of written notice of such failure to Mortgagor; (C) any deposit for taxes and assessments due hereunder and such failure shall not be remedied within ten (10) days following delivery of written notice of such failure to Mortgagor, or (D) any other sums to be paid by Mortgagor hereunder and such failure shall not be remedied within ten (10) days following delivery of written notice of such failure to Mortgagor; or (ii) to keep, perform, observe or cause to remain true any covenant, condition, agreement, representation or warranty on the part of Mortgagor in this Mortgage contained in Sections 1.6.1, 1.6.2, 1.9 or 1.24 hereof; or (iii) to keep, perform, observe or cause to remain true any other covenant, condition, agreement, representation or warranty on the part of Mortgagor in this Mortgage and such failure shall continue for thirty (30) days following the delivery of written notice to Mortgagor, provided, however, if such default is of the kind or nature that (in Lender's judgment) it is curable but

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is not capable of being cured within thirty (30) days, and provided, further, that Mortgagor has promptly commenced and is diligently proceeding to cure, then if such default is not cured within ninety (90) days following the delivery of such notice.

(b) The occurrence of a default under any of the Loan Instruments not cured within such cure, grace or other period, if any, provided in such Loan Instrument.

(c) The occurrence of an "Event of Default" under and as defined in any of the Loan Instruments.

(d) The untruth of any material warranty or representation made herein or in any affidavit or certificate executed by Mortgagor or any person acting on behalf of Mortgagor in connection with the Loan, the application therefor or the disbursement thereof.

(e) The appointment of a receiver, trustee or conservator of Mortgagor, all or any part of the Mortgaged Property or Mortgagor's business pertaining to the operation of the Mortgaged Property.

(f) The occurrence of any of the following events:

(i) An admission in writing by a Party in Interest of its inability to pay debts as they become due;

(ii) The institution by a Party in Interest of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing;

(iii) The institution against a Party in Interest of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing which proceedings are not dismissed within sixty (60) days of filing;

(iv) The making of a general assignment for the benefit of creditors by a Party in Interest;

(v) The declaration by any court, government or governmental agency of the bankruptcy or insolvency of a Party in Interest;

(vi) The entry of a final judgment against a Party in Interest for \$100,000.00 or more which is not satisfied within thirty (30) days of the date on which such judgment shall have become

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final and all stays of execution pending appeal or otherwise shall have expired.

(vii) The issuance of a writ or warrant of attachment, levy, seizure or distraint or any similar process against a Party in Interest or all or a material part of the Mortgaged Property which is not stayed within sixty (60) days of issuance or the lapse of any such stay;

(viii) Any material amendment of the agreement creating or governing a Party in Interest, without Lender's prior written consent; or

(ix) The dissolution, death or declaration, by a court of competent jurisdiction of the mental incompetency, of a Party in Interest, except that the death of any guarantor of all or any portion of the Loan shall not be an Event of Default under this Mortgage, if, within sixty (60) days following the date of death, a replacement guarantor acceptable to Lender shall execute and deliver a guaranty in form and substance satisfactory to Lender.

For purposes of the foregoing clauses (i) through (ix), "a Party in Interest" shall mean Mortgagor, the managing member of Mortgagor or any guarantor of all or any portion of the Loan.

(g) The occurrence of any event which, pursuant to the terms of the Loan Instruments, allows Lender to accelerate the maturity of Borrower's Liabilities.

ARTICLE THREE REMEDIES

3.1 **Acceleration of Maturity.** If an Event of Default shall have occurred, Lender may declare the outstanding principal amount of the Note and the interest accrued thereon and any other of Borrower's Liabilities to be immediately due and payable, and upon such declaration such principal and interest and other Borrower's Liabilities declared due shall immediately become and be due and payable without further demand or notice.

3.2 **Lender's Power of Enforcement.** If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrower's Liabilities shall have been accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of the Note and/or any other of Borrower's Liabilities or the performance of any term hereof or any of the other Loan Instruments; (b) to foreclose this Mortgage and to have sold, as an entirety or in

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separate lots or parcels, the Mortgaged Property; and (c) to pursue any other remedy available to it. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Lender may determine. Without limitation of the foregoing, if an Event of Default shall have occurred, as an alternative to the right of foreclosure for the full indebtedness evidenced by the Note and the interest accrued thereon and any other Borrower's Liabilities, after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of Borrower's Liabilities so in default, as if under a full foreclosure, and without declaring all of Borrower's Liabilities to be immediately due and payable (such proceedings being referred to herein as "partial foreclosure"), and provided that, if Lender has not elected to accelerate all of Borrower's Liabilities and a foreclosure sale is made because of default in payment of only a part of Borrower's Liabilities, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of Borrower's Liabilities. Any sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured portion of Borrower's Liabilities, but as to such unmatured portion, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Lender may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate Borrower's Liabilities by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. Lender may proceed with one or more partial foreclosures without exhausting its right to proceed with a full or partial foreclosure sale for any unmatured portion of Borrower's Liabilities, it being the purpose to permit, from time to time a partial foreclosure sale for any matured portion of Borrower's Liabilities without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any partial foreclosure in respect of any other portion of Borrower's Liabilities, whether matured at the time or subsequently maturing, and without exhausting at any time the right of acceleration and the right to proceed with a full foreclosure.

3.3 Lender's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, (i) Mortgagor, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property, and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagor and agents and employees wholly therefrom and shall have joint access with Lender to the books, papers and accounts of Mortgagor; and (ii) notwithstanding the provisions of any lease or other agreement to the contrary, Mortgagor shall pay monthly in advance to Lender, on Lender's entry into possession, or to any receiver appointed to collect the rents, income and other benefits of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor, or any entity affiliated with or controlled by Mortgagor, and upon default in any such payment Mortgagor shall vacate and surrender possession of such part of the Mortgaged Property to Lender or to such receiver, and in default thereof Mortgagor may be evicted by summary proceedings or otherwise.

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(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Lender's demand, Lender may obtain a judgment or decree conferring on Lender the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Lender, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Lender, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Lender, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender, to the extent permitted by law, may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) perform such construction, make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor, on its behalf or otherwise, with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Lender, all as Lender from time to time may determine; and Lender may collect and receive all the rents, income and other benefits of the Mortgaged Property, including those past due as well as those accruing thereafter; and shall apply the monies so received by Lender, in such order and manner as Lender may determine, to (1) the payment of interest, principal and other payments due and payable on the Note or pursuant to this Mortgage or to any other Borrower's Liabilities, (2) deposits for taxes and assessments, (3) the payment or creation of reserves for payment of insurance, taxes, assessments and other proper charges or liens or encumbrances upon the Mortgaged Property or any part thereof, and (4) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender; and

(v) exercise such remedies as are available to Lender under the Loan Instruments or at law or in equity.

Lender shall surrender possession of the Mortgaged Property to Mortgagor only when all Borrower's Liabilities shall have been paid in full and all other defaults have been cured.

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However, the same right to take possession shall exist if any subsequent Event of Default shall occur.

3.4 Leases. Lender is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Mortgaged Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. Lender may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants. The failure to make any subordinate tenant a party defendant to any foreclosure proceedings and to foreclose its rights (i) will not be, nor be asserted by Mortgagor, any junior lien holder, any tenant or any other party claiming by, through or under Mortgagor to be, a defense to any such foreclosure proceeding or any other proceedings instituted by Lender to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property and (ii) will not, nor shall any tenant assert that, such failure will, have the effect of giving such tenant any right to vacate the leased premises or of creating a tenancy other than set forth in the applicable lease. Each lease entered into by Mortgagor subsequent to the date hereof shall provide that, and any tenant under any such lease shall be subject to the following provisions whether or not such lease shall so provide, (i) Lender, at its election, may execute and record an instrument which shall be deemed to cause such lease to be either prior or subordinate (whichever Lender elects) to the lien of this Mortgage, (ii) upon any foreclosure hereof or the acceptance of a deed in lieu of foreclosure, the tenant under any such lease (other than a lease which is subordinate to the lien hereof and which is foreclosed in such foreclosure proceedings) shall attorn to the grantee in the deed or other purchaser at the sale and (iii) the tenant thereunder shall execute and deliver any confirmatory instruments which Lender may request in connection therewith. A failure by any such tenant to comply with any of the foregoing provisions shall constitute a default under such lease. Lender shall be made, constituted and irrevocably appointed as such tenant's attorney-in-fact so to do in the event that tenant shall fail to comply within ten (10) days after written demand from Lender. The omission of any such provision from any such lease or the failure to record any such instrument shall not affect Lender's rights under this Section 3.4.

3.5 Purchase by Lender. Upon any foreclosure sale Lender may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.6 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Lender shall be applied by Lender to the indebtedness secured hereby in such order and manner as Lender may elect in a written notice to Mortgagor given on or before sixty (60) days following confirmation of the sale and, in the absence of such election, first to the expenses of sale, then to expenses including attorneys' fees of the foreclosure proceeding, then to interest and then to principal.

3.7 Application of Indebtedness Toward Purchase Price. Upon any foreclosure sale, Lender may apply any or all of the indebtedness and other sums due to Lender under the Note, this Mortgage or any other Loan Instrument to the price paid by Lender at the foreclosure sale.

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3.8 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor hereby waives any and all rights of redemption. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the *Mortgaged Property* or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the *Mortgaged Property* marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the *Mortgaged Property* in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15 - 1101 et seq.) (herein called the "Act")) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its right to redemption as allowed under Section 15-1601 of the Act.

3.9 Receiver - Lender in Possession. If an Event of Default shall have occurred, Lender, to the extent permitted by law and without regard to the value of the *Mortgaged Property* or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the *Mortgaged Property* and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the *Mortgaged Property* as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the *Mortgaged Property*, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender, whether received pursuant to this Section 3.9 or Section 3.3. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Lender.

3.10 Suits to Protect the Mortgaged Property. Lender shall have the power and authority (but not the duty) to institute and maintain any suits and proceedings as Lender may deem advisable (a) to prevent any impairment of the *Mortgaged Property* by any acts which may be unlawful or which violate the terms of this Mortgage, (b) to preserve or protect its interest in the *Mortgaged Property*, or (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if

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the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

3.11 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amounts due and payable under the Note, this Mortgage and any other Loan Instrument, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

3.12 Mortgagor to Pay Borrower's Liabilities in Event of Default; Application of Monies by Lender.

(a) Upon occurrence of an Event of Default, Lender shall be entitled to sue for and to recover judgment against Mortgagor for Borrower's Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Lender's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Lender to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of Borrower's Liabilities, Lender shall be entitled to enforce all other rights and remedies under the Loan Instruments.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Lender under any of the Loan Instruments, and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Mortgagor, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Lender hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Borrower's Liabilities are paid in full.

(d) Any monies collected or received by Lender under this Section 3.12 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender, and the balance remaining shall be applied to the payment of Borrower's Liabilities, in such order and manner as Lender may elect, and any surplus, after payment of all Borrower's Liabilities, shall be paid to Mortgagor.

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3.13 Delay or Omission. No delay or omission of Lender in the exercise of any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

3.14 Waiver of Default. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies in respect thereof. If Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby, (b) takes other or additional security for the payment thereof, (c) waives or does not exercise any right granted in the Note, this Mortgage or any other Loan Instrument, (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Instrument, (e) consents to the filing of any map, plat or replat of the Land, (f) consents to the granting of any easement on the Land, or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the lien of this Mortgage or any other Loan Instrument or the liability under the Note or other Loan Instruments of Mortgagor, any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, except as otherwise expressly provided in an instrument or instruments executed by Lender. Except as otherwise expressly provided in an instrument or instruments executed by Lender, no such act or omission shall preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor shall the lien of this Mortgage be altered thereby, except to the extent of any releases as described in clause (d), above, of this Section 3.14.

3.15 Discontinuance of Proceedings; Position of Parties Restored. If Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Lender, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred or had been taken.

3.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities, or now or hereafter existing at law, in equity or by statute.

3.17 Interest After Event of Default. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and all other Borrower's Liabilities shall, to the extent permitted by law, bear interest thereafter at the Default Rate until such Event of Default is cured.

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ARTICLE FOUR MISCELLANEOUS PROVISIONS

4.1 **Heirs, Successors and Assigns Included in Parties.** Whenever Mortgagor or Lender is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender. This Section 4.1 shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Mortgage.

4.2 **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Lender shall be directed to Mortgagor or Lender as the case may be at the following addresses:

If to Lender: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606-4614
Attention: First Vice President
Real Estate Division

with a copy to: Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603
Attention: Carole K. Towne, Esq.

If to Mortgagor: One Woodfield Lake, L.L.C.
c/o The Levy Organization
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611
Attention: Joseph G. Lansing, Esq.

with a copy to: Much Shelist Freed Denenberg Amen
Bell & Rubenstein, P.C.
200 North LaSalle Street, Suite 2100
Chicago, Illinois 60601
Attention: Philip Wong, Esq.

Any such notices, requests, reports, demands or other instruments shall be (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice,

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report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

4.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.4 Invalid Provisions. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5 Changes. Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Lender relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Any holder of a lien or encumbrance junior to the lien of this Mortgage shall take its lien subject to the right of Lender to amend, modify or supplement this Mortgage, the Note or any of the other Loan Instruments, to extend the maturity of Borrower's Liabilities or any portion thereof, to vary the rate of interest chargeable under the Note and to increase the amount of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

4.6 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

4.7 Required Notices. Mortgagor shall notify Lender promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property; (ii) material default by any tenant in the performance of its obligations under any lease of all or any portion of the Mortgaged Property or receipt of any notice from any such tenant claiming that a default by landlord in the performance of its obligations under any such lease has occurred; or (iii) commencement of any judicial or administrative proceedings by or against or otherwise adversely affecting Mortgagor or the Mortgaged Property.

4.8 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Lender, or otherwise) made by Lender under the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time but all

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indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

4.9 Release. Upon full payment and satisfaction of Borrower's Liabilities, Lender shall issue to Mortgagor an appropriate release deed in recordable form.

4.10 Attorneys' Fees. Whenever reference is made herein to the payment or reimbursement of attorneys' fees, such fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender. All attorneys' fees incurred by Lender in connection with the foreclosure of this Mortgage shall be recoverable in foreclosure.

4.11 Intentionally deleted.

4.12 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

4.13 WAIVER OF TRIAL BY JURY TO INDUCE LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS WHICH MORTGAGOR MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDINGS IN WHICH MORTGAGOR AND LENDER ARE ADVERSE PARTIES, IN CONNECTION WITH THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS.

4.14 CONSENT TO JURISDICTION, SERVICE OF PROCESS TO INDUCE LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING SITUS IN SAID CITY OF CHICAGO, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT, AT LENDER'S

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OPTION, ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AT THE ADDRESS FOR MORTGAGOR INDICATED IN SECTION 4.2 ABOVE.

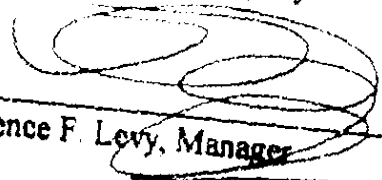
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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

ONE WOODFIELD LAKE, L.L.C.,
an Illinois limited liability company

By


Lawrence F. Levy, Manager

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

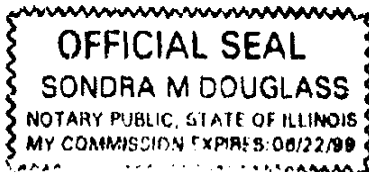
I, Sondra M. Douglass, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT **Lawrence F. Levy**, the Manager of **One Woodfield Lake, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership for said uses and purposes.

GIVEN under my hand and notarial seal this 10th day of October, 1997.

Sondra M. Douglass
Notary Public

My Commission Expires:

6.22.99



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PARCEL "A":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT #10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST, 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE # 68-"L"-13469, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, 171.24 FEET ALONG THE AFORESAID WESTERLY EXTENSION OF THE SOUTHERN TERMINUS OF MEACHAM ROAD; THENCE NORTH 2 DEGREES 40 MINUTES 10 SECONDS WEST, 66.072 FEET; THENCE NORTHWESTERLY 84.054 FEET ALONG THE ARC OF A CIRCLE OF 84.00 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEARS NORTH 61 DEGREES 20 MINUTES 11 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 40 MINUTES 10 SECONDS WEST, 256.717 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 157.079 FEET ALONG THE ARC OF A CIRCLE OF 150.00 FEET RADIUS, WHICH ARC IS TANGENT TO THE AFORESAID 561.22 FEET PARALLEL LINE AT A POINT 1404.175 FEET (AS MEASURED ALONG SAID PARALLEL LINE), EASTERLY OF THE POINT OF BEGINNING, CONVEX TO THE NORTHEAST AND HAS A CHORD BEARING OF NORTH 62 DEGREES 40 MINUTES 10 SECONDS WEST, TO SAID PARALLEL LINE; THENCE SOUTH 87 DEGREES 19 MINUTES 50 SECONDS WEST, 1404.175 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE AFORESAID PARCEL FALLING WITHIN DEDICATED STREETS AND HIGHWAYS AS SHOWN ON DOCUMENT #22935012 RECORDED DECEMBER 16, 1974) IN COOK COUNTY, ILLINOIS;

PARCEL "B":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT #10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19

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EXHIBIT A

PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4, 927.60 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4 A DISTANCE OF 625 FEET; THENCE SOUTH 08 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST 254.50 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100103, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100104, AND THE FIRST NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUSTS, FUND "F", UNDER DECLARATION OF TRUST DATED DECEMBER 1, 1972, AND RECORDED OCTOBER 17, 1979 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT #25196718, OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

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MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 927.60 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 566.00 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.15 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 225.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL "C":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS

EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT NUMBER 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL "D":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 115.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND THE WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE # 68-"L"-13469 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST 771.913 FEET ALONG SAID EXTENSION TO THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST 1506.436 FEET ALONG SAID EAST LINE OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST 2699.57 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1486.043 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THOSE PARTS OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT #10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET

TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 275.61 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 6 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT # 22935012; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN EASEMENT GRANT DATED JUNE 3, 1980 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100103, GRANTOR, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS

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TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, GRANTEE. AND RECORDED JULY 14, 1980 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25513407 FOR PARKING OF MOTOR VEHICLES AND FOR ACCESS AND INGRESS OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE DUE NORTH ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 3 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD AND ITS WESTERLY EXTENSION A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 3 MINUTES 42 SECONDS EAST A DISTANCE OF 72.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS

PIN: 07-14-200-037-0000

ADDRESS: ONE WOODFIELD LAKE, 1009 WOODFIELD ROAD, SCHAUMBURG, IL 60173

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EXHIBIT B

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1. TAXES FOR THE YEAR 1997.
2. EXISTING LEASES AS DISCLOSED TO LENDER.
3. TERMS AND PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED OCTOBER 17, 1979 AS DOCUMENT 25196718 RELATING TO USE AND MAINTENANCE OF THE COMMON AREA. APPROVAL OF PLANS, USE, BUILDING CONSTRUCTION, PERFORMANCE STANDARDS, CONDITION OF PREMISES, LANDSCAPING, OFF-STREET PARKING, SIGNS, OUTSIDE STORAGE, FENCES, EXTERIOR AND INTERIOR LIGHTING, UTILITIES, DRAINAGE SYSTEM AND EASEMENTS.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.
4. RIGHTS OF THE ADJOINING AND CONTIGUOUS OWNERS TO HAVE MAINTAINED THE FLOW OF WATERS OF ANY STREAM WHICH MAY FLOW THROUGH SAID LAND.
(AFFECTS EASEMENT PARCEL 3)
5. RIGHT OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.
(AFFECTS EASEMENT PARCEL 3)
6. RIGHTS OF THE USA, STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO SO MUCH OF THE LAND AS MAY BE COVERED BY THE WATERS OF THE LAKE IN SAID EASEMENT AREA.
(AFFECTS EASEMENT PARCEL 3)
7. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 3 AND 4 CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENTS.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS.
8. RECIPROCAL EASEMENT FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, EXTENSION AND OPERATION, INCLUDING THE RIGHT OF INGRESS AND EGRESS THERETO UPON THE PROPERTY, OF THE OFFICE CAMPUS AMENITIES AND FOR THE USE OF THOSE OFFICE CAMPUS AMENITIES WHICH ARE INSTALLED AND INTENDED SPECIFICALLY AS RECREATIONAL, AESTHETIC OR OTHER FACILITIES TO BE AVAILABLE TO OR TO BENEFIT ALL OF THE OWNERS, AND THEIR LESSEES, AS DISCLOSED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT 25196718.
9. A 15 FOOT AND A 5 FOOT UTILITY EASEMENT OVER THE SOUTHERNMOST PART OF THE LAND AS DISCLOSED BY DOCUMENT 22935012.
(AFFECTS PARCELS 1 AND 3)
10. POSSIBLE EASEMENT FOR STORM SEWER MANHOLES, CATCH BASINS, ELECTRICAL EQUIPMENT, SANITARY SEWER MANHOLES, WATER VALVE MANHOLES AND AMERITECH MANHOLES AS DISCLOSED BY SURVEY BY JAMES, SCHAEFFER & SCHIMMING, INC. DATED SEPTEMBER 23, 1997 AND REVISED OCTOBER 8, 1997 NUMBER 97-3667.
11. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO

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INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY. TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 24924512.

12. ENCROACHMENT OF BUILDING LOCATED ON THE LAND OVER THE EASEMENT RECORDED AS DOCUMENT 24924512 AS DISCLOSED BY SURVEY BY JAMES. SCHAEFFER & SCHIMMING, INC. DATED SEPTEMBER 23, 1997 AND REVISED OCTOBER 8, 1997.

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NOTE

THIS NOTE (the "Note") dated as of _____, 1997, is made and executed in Chicago, Illinois by **One Woodfield Lake, L.L.C.**, an Illinois limited liability company ("Mortgagor"), is in the original principal amount of \$15,500,000, with interest as provided herein, and is payable to the order of **Sanwa Business Credit Corporation** ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan to Mortgagor in an amount not to exceed the principal amount hereof (the "Loan"), pursuant to a certain letter dated September 16, 1997 (the "Loan Commitment"). This Note evidences Mortgagor's unconditional obligation to repay the Loan.

II. The payment of this Note is secured by, among other things, (a) a Mortgage and Security Agreement of even date herewith (the "Mortgage") executed by Mortgagor on certain real estate in Cook County, Illinois (the "Mortgaged Property"); (b) an Assignment of Leases and Rents of even date herewith (the "Assignment") pertaining to the Mortgaged Property; and (c) a Security Agreement and Collateral Assignment of Contracts, Warranties, Licenses and Permits relating to personal property on the Mortgaged Property and other property. This Note, together with the Loan Commitment, any and all mortgages, security agreements, assignments of leases and rents, guaranties, reimbursement agreements executed in connection with any letters of credit issued by Lender at the request of Mortgagor and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, are hereafter collectively referred to herein as the "Loan Instruments." The terms of the other Loan Instruments are hereby incorporated, by reference, in this Note.

I

PAYMENT TERMS

1.1 **The Promise to Pay.** Mortgagor hereby promises to pay to the order of Lender the principal amount of \$15,500,000, together with interest on the principal amount from time to time outstanding, for such Interest Period (as hereinafter defined) as Mortgagor may elect, at a fixed rate per annum equal to two hundred twenty five (225) basis points above the LIBOR Rate (as hereinafter defined) determined on the date and as hereinafter provided. Any designation made by Mortgagor in accordance with the terms of this Section 1.1 is hereinafter referred to as a "LIBOR Election." The term "LIBOR Rate" shall mean the London Interbank Offered Rate ("LIBOR"), as quoted on page 3750 of the Telerate Data Information Service on the second (2nd) banking day prior to the LIBOR Reset Date (as hereinafter defined), for obligations of U.S. Dollars with maturities corresponding to the Interest Period or Interest Periods selected by Mortgagor. In the event that the Telerate System page is unavailable on the date which is two (2) banking days prior to the next LIBOR Reset Date due to technical malfunction or discontinuation of such service, the LIBOR Rate

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shall be determined by Lender to be the arithmetic mean (rounded upwards to the nearest whole multiple of 1/16th (one sixteenth) of one percent (1%) of the offered rates quoted in London, England through other verifiable sources, for deposits of U.S. Dollars in amounts substantially equal to the principal amount of the Loan, having a thirty (30) day maturity by prime banks in the London inter-bank market at 11:00 A.M. London Time two (2) banking days prior to the beginning of such month. The term "**LIBOR Reset Date**" shall mean the date on which the LIBOR Rate is determined by Lender which is the second (2nd) business day prior to the first day of the proposed Interest Period. Lender's determination shall be presumed to be correct, absent manifest error, and shall be binding upon Borrower. The term "**Interest Period**" shall mean the period commencing on the date that a LIBOR Election goes into effect and ending, at the option of Mortgagor, one, three (3), six (6), nine (9) or twelve (12) months thereafter; provided, however, that (i) in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires and (ii) if any Interest Period would otherwise end on a day that is not a business day, such Interest Period shall be extended to the next succeeding business day unless the result of such extension would be to extend such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding business day. The term "**business day**" shall mean any day that Lender is open for business. A notice of a LIBOR Election given by Mortgagor shall set forth (i) a portion of the outstanding principal balance of the Loan, and (ii) the period of time, either one, three (3), six (6), nine (9) or twelve (12) months, as available to Lender, but in no event shall the period of time extend past the Maturity Date (as hereinafter defined). A LIBOR Election shall be made by Mortgagor's delivery to Lender of such written notice executed by Mortgagor (which written notice may be delivered to Lender by telecopy notwithstanding the provisions of Section 2.6 hereof) prior to the date that such LIBOR Election is to take effect. Notwithstanding anything to the contrary herein, if an Event of Default (as hereinafter defined) shall have occurred hereunder or under any other Loan instrument and is continuing, or if any event, fact or circumstance shall have occurred and be continuing which, with the giving of notice or the passage of time, would constitute an Event of Default, then Mortgagor shall have no right to make any LIBOR Election. If Mortgagor shall have made a LIBOR Election and Lender determines (which determination shall be conclusive and binding upon Mortgagor) either that (i) by reason of circumstance affecting the Interbank eurodollar market adequate and reasonable means do not exist for ascertaining the LIBOR Rate applicable for the next succeeding Interest Period as set forth above, or (ii) United States Dollar Deposits in immediately available funds are not readily available to Lender for delivery on the first day of any Interest Period, then, notwithstanding anything to the contrary herein, such LIBOR Election shall not be effective and the portion of the Loan designated in Mortgagor's notice shall bear interest at a floating rate equal to the Prime Rate of interest announced from time to time by Citibank or any other bank designated by Lender (the "**Prime Rate**"), which rate shall change as and when the Prime Rate changes, Lender not being required to give Mortgagor notice of such change. In no event shall there be more than one LIBOR Election in effect at

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any one time. Any portion of the outstanding principal balance of the Loan for which no LIBOR Election is in effect shall bear interest at the floating Prime Rate.

1.2 Special Provisions Regarding Interest Rate.

(a) All payments made by Mortgagor on account of the Loan shall be made free and clear of, and without deduction for or on account of, any present or future stamp or other taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed by any country (or by any political subdivision or taxing authority thereof or therein), excluding income and franchise taxes now or hereafter imposed by the United States or any political subdivision or taxing authority thereof or therein (such non-excluded taxes being called "Taxes"). If any Taxes are required to be withheld from any amounts payable to Lender pursuant to the Loan Instruments, the amounts so payable to Lender shall be increased to the extent necessary to yield to Lender (after payment of all Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified herein. Whenever any Tax is payable by Mortgagor, as promptly as possible thereafter Mortgagor shall send to Lender an original official receipt showing payment thereof. Mortgagor shall indemnify Lender for any incremental taxes, interest or penalties that may become payable by Lender as a consequence of the failure of Mortgagor to deliver to Lender an original official receipt thereof upon delivery of same to Mortgagor. Mortgagor shall indemnify Lender for and hold Lender harmless from any present or future claim of liability for any registration charge or any stamp, excise or similar taxes, including any interest equalization tax, and any penalties or interest with respect thereto, that may be imposed by any jurisdiction in connection with the Loan.

(b) Notwithstanding any other provisions herein, if any requirement of law, regulation, order, decree, treaty or directive or any change therein or in the interpretation or application thereof becoming effective after the date hereof makes it unlawful for Lender to make, calculate, convert to or maintain loans at a rate based on the LIBOR Rate, (i) the commitment of Lender hereunder to make, calculate, convert to or maintain the Loan, or any portion thereof, at a rate based on the LIBOR Rate shall be canceled and (ii) the interest rate on the Loan shall, on the earlier to occur of the last day of the then current Interest Period, if any, or the last date on which Lender shall lawfully be permitted to maintain the Loan, be converted automatically to the floating Prime Rate. Mortgagor shall pay Lender promptly, upon its demand, any Breakage Costs (as hereinafter defined) incurred by Lender in making any conversion in accordance with this subsection. If any such event shall occur, then, notwithstanding anything to the contrary herein, Mortgagor may, at its election,

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pay the entire indebtedness evidenced by this Note without premium, penalty or **Unscheduled Payment Consideration** (as hereinafter defined).

(c) Intentionally deleted.

(d) If, after the date hereof, there shall become effective any change in any law or regulation, or in the application or interpretation thereof by a governmental authority, which imposes upon Lender or upon the London Interbank market any penalty with respect to any of the foregoing, or any other condition with respect to the Loan, and the result of any of the foregoing shall be an increase in the actual cost to Lender of providing Mortgagor with a rate of interest based on LIBOR, or to reduce the amount of any payment (whether of principal or interest or otherwise) received or receivable by Lender, or to require Lender to make any payment in connection with the LIBOR Elections then in effect, in each case by or in an amount which Lender, in its sole discretion, shall deem material, then, in each such case, Mortgagor shall pay to Lender (without benefit of, or credit for, any proration, exemption, credits or other offsets available under any such laws, treaties, regulations, guidelines or interpretations thereof) such amount as shall be necessary to compensate Lender for such cost, reduction or payment or, at Mortgagor's option, Mortgagor may pay the entire indebtedness evidenced by this Note without premium, penalty or **Unscheduled Payment Consideration**.

(e) Intentionally deleted.

(f) In the event that any payment of any portion of the outstanding principal balance of the Loan bearing interest at a rate based on LIBOR is prepaid or is paid on a date other than the last day of the applicable Interest Period for any reason, whether or not such payment is required or permitted by any provisions of any of the Loan Instruments, or in the event that Mortgagor fails to proceed with a LIBOR Election, then Mortgagor shall pay to Lender all losses, costs, expenses, charges or penalties (including any loss of profit) which Lender sustains in breaking or unwinding any LIBOR funding contract, including any "swap" contract or other interest rate protection contract relating thereto, including without limitation all losses, costs, expenses, charges or penalties incurred by reason of the liquidation or re-employment of deposits or other funds acquired or contracted to be acquired by Lender to give effect to any LIBOR Election or by reason of any contract or agreement to acquire such deposit or other funds or the re-lending or re-investing of such deposits or amounts paid or prepaid to Lender and all actual out-of-pocket expenses which Lender sustains or incurs in connection with such payment (all such losses, costs, expenses, charges or penalties being hereinafter referred to as the "**Breakage Costs**").

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(g) Lender may, from time to time, deliver to Mortgagor one or more remittance forms setting forth the amounts due to Lender under this Section 1.2. Such remittance forms shall be conclusive and binding upon Mortgagor with respects to the amounts set forth therein in the absence of manifest error. Mortgagor shall pay to Lender the amounts shown as due on any such remittance form within 5 days following the date such notice is given.

No failure on the part of Lender to request payment under this Section 1.2 shall constitute a waiver of Lender's right to demand such compensation on any other occasion.

1.3 Payment Terms. Payments of principal and interest, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) On the date of the first disbursement of all or any part of the proceeds of the Loan (the "**Disbursement Date**"), a prepayment of interest only for the period commencing on the Disbursement Date through and including the last day of the calendar month in which the Disbursement Date occurs, at the applicable interest rate or rates chargeable hereunder; and

(b) On the first day of the second (2nd) full calendar month occurring after the Disbursement Date and on the first day of each calendar month occurring thereafter until the principal amount hereof is paid in full, an installment of interest at the applicable interest rate or rates chargeable hereunder, accrued on the principal balance outstanding from time to time, together with an installment of principal in the applicable amount set forth on **Schedule 1** attached hereto (each such principal installment being hereinafter referred to as a "**Scheduled Monthly Principal Installment**"); and

(c) On October 31, 2002 (the "**Maturity Date**"), the entire outstanding principal balance of the Loan and all accrued but unpaid interest thereon, together with all fees and charges payable under the Loan Instruments.

All payments shall be applied first to any late charges payable hereunder, then in reduction of any sums advanced by Lender to satisfy any obligation of Mortgagor under any of the Loan Instruments, then in reduction of any **Unscheduled Payment Consideration** (as hereinafter defined), next in reduction of accrued interest, if any, and then to principal in such order and manner as Lender may elect. Interest on the disbursement of proceeds of the Loan shall accrue from the Disbursement Date and shall be computed on the basis of a three hundred sixty (360) day year and charged for the actual number of days elapsed.

1.4 Mandatory Prepayments. In addition to the Scheduled Monthly Principal Installments, Mortgagor shall pay to Lender, on the first day of the second (2nd) full calendar month occurring after the Disbursement Date, an amount equal to all **Gross Revenues** (as hereinafter defined) for the second (2nd) calendar month preceding the second

(2nd) full calendar month occurring after the Disbursement Date, less Allowable expenses (as hereinafter defined) paid by Mortgagor during such second (2nd) preceding calendar month. "Gross Revenues" shall mean the sum of all moneys and revenues received by Mortgagor or for its account in respect of the Mortgaged Property from all sources, including without limitation all "Rents" as such term is defined in the Mortgage, any security deposit forfeited under any lease, license agreement or any other agreement for use of space at the Mortgaged Property, including concession agreements and parking agreements, and proceeds of claims on property, business interruption and rent loss insurance and proceeds of eminent domain proceedings or agreements in lieu thereof. "Allowable Expenses" shall mean (i) payments and deposits required by this Note or the Mortgage; (ii) the usual and customary expenses of operating and maintaining the Mortgaged Property; and (iii) reasonable capital expenditures incurred by Borrower consistent with a budget approved by Lender, including repairs to the roof, but specifically excluding the cost of tenant improvements and leasing commissions. Each such payment to be made by Mortgagor pursuant to the provisions of this Section 1.4 is hereinafter referred to as a "Mandatory Prepayment." All Mandatory Prepayments shall be applied to the outstanding principal balance of the Loan in the inverse order of maturity. At such time as the aggregate amount of the Mandatory Prepayments made by Mortgagor are equal to \$1,000,000, Mortgagor shall have no further obligation to make Mandatory Prepayments.

1.5 **Unscheduled Payment.** Mortgagor shall be entitled at any time to make a payment of the indebtedness evidenced by this Note, in full but not in part (any such payment being hereinafter referred to as an "Unscheduled Payment"), provided that Mortgagor shall pay to Lender the applicable amount provided in **Schedule 2** attached hereto (such applicable amount being hereinafter referred to as the "Unscheduled Payment Consideration") as bargained for consideration for the privilege of making an Unscheduled Payment, whether such Unscheduled Payment is made before or after an "Event of Default" (as defined in the Mortgage), whether or not the indebtedness evidenced hereby shall have been accelerated, whether or not such Unscheduled Payment is required by any provision of this Note or any other Loan Instrument, whether such Unscheduled Payment is made voluntarily or as a result of the occurrence of a casualty or condemnation, or whether such Unscheduled Payment is made before or after the commencement of foreclosure proceedings or for any other reason. In addition to payment of the Unscheduled Payment Consideration, Mortgagor hereby agrees to pay to Lender any Breakage Costs incurred by Lender in connection with such Unscheduled Payment. The amount of any Unscheduled Payment Consideration, together with Breakage Costs, if any, shall be included in any judgment entered in any action to foreclose the Mortgage. If Mortgagor shall elect to make an Unscheduled Payment, Mortgagor shall give written notice to Lender of the date on which Mortgagor proposes to make such Unscheduled Payment (the "Unscheduled Payment Date"), which Unscheduled Payment Date shall be no earlier than thirty (30) days following delivery of such notice to Lender. On such Unscheduled Payment Date, Mortgagor shall pay the full amount of the Unscheduled Payment, together with the Unscheduled Payment Consideration and the Breakage Costs, all as determined by Lender. Notwithstanding the

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foregoing, no Unscheduled Payment Consideration shall be payable in connection with the payment of any Scheduled Monthly Principal Installment, any Mandatory Prepayment, any payment of the Loan in full made pursuant to Section 1.2(b) or (d) hereof, or any payment of the Loan in full or in part as a result of a casualty to or condemnation of the Mortgaged Property and the application of the proceeds thereof to the Loan in accordance with the terms of the Mortgage.

1.6 **Place and Manner of Payment.** The payment of all amounts due under this Note and under the Mortgage shall be deemed received only when actually received by Lender in Chicago, Illinois. All payments shall be accepted subject to collection and, at Lender's option, shall be deemed received only when collected.

1.7 **Late Payment Fee.** In the event any payment due hereunder or any payment or deposit due under the Mortgage or any of the other Loan Instruments is not made within ten (10) days following the date when due, Lender, at its option and in addition to any other remedy available to Lender, may impose a late payment fee, which Mortgagor covenants to pay upon demand calculated at the rate of five percent (5%) of the amount of such delinquent payment or deposit.

1.8 **Commitment Fee.** On or before the Disbursement Date, Mortgagor shall pay to Lender a fee in the amount of \$77,500. Mortgagor hereby acknowledges that, whether or not all or any portion of the proceeds of the Loan shall be disbursed, said commitment fee has been fully earned in consideration of the Loan Commitment, except as otherwise expressly provided in the Loan Commitment.

1.9 **Underwriting Fee.** On or before the Disbursement Date, Mortgagor shall pay to Lender an underwriting fee in the amount of \$3,000.

1.10 **Interest Rate Cap Fee.** On or before the Disbursement Date, Mortgagor shall pay to Lender an interest rate cap fee in the amount of \$_____ in consideration of Lender's contracting to fix the LIBOR Rate on the sum of \$_____ for a period of eighteen (18) months at one percent (1%) over LIBOR.

II

ADDITIONAL COVENANTS

2.1 **Acceleration.** If any payment due under this Note is not made when due and such payment is not received by Lender within ten (10) days following the delivery to Mortgagor of written notice of such failure, such failure to pay when due shall be an "Event of Default" under this Note and such payment, notwithstanding anything to the contrary herein, shall bear interest at the rate of interest otherwise chargeable hereunder plus four percent (4%) (the "Default Rate"). If an Event of Default shall occur hereunder or under and as defined in any of the Loan Instruments, or if the right to foreclose the Mortgage shall

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accrue to the holder thereof (whether or not foreclosure proceedings have been commenced), then, at the election of the holder of this Note and without notice, the unpaid principal sum, together with accrued interest thereon, shall at once become due and payable and, notwithstanding anything to the contrary herein, the outstanding principal balance of this Note shall bear interest at the Default Rate. Lender may, and Mortgagor hereby authorizes Lender to, charge any account of Mortgagor held by Lender and apply any and all balances, credits, deposits, accounts, monies, certificates of deposit, cash equivalents and other assets of or in the name of Mortgagor held by Lender to the indebtedness evidenced hereby, and Lender may pursue all its rights and remedies against Mortgagor under the Loan Instruments.

2.2 Waivers. Mortgagor and any other parties hereafter liable for the debt (including, without restricting the foregoing, any endorsers, sureties and guarantors) represented by this Note, hereby (a) waive presentment for payment, notice of dishonor, protest and notice of protest, and (b) agree that the time of payment of that debt or any part thereof may be extended from time to time without modifying or releasing the lien of the Loan Instruments or the liability of Mortgagor or any such other parties, the right of recourse against any such parties being hereby reserved by the holder hereof.

2.3 Collection. In the event of a default in the payment of any amount due hereunder, the holder hereof may exercise any remedy or remedies, in any combination whatsoever, available by operation of law or under any instrument given as security for this Note and such holder shall be entitled to collect its reasonable costs of collection, including attorneys' fees, which shall be additional indebtedness hereunder. For purposes of the preceding sentence, Lender's attorneys' fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

2.4 Governing Law. This Note is executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

2.5 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

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2.6 **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Note to Mortgagor or Lender shall be directed to Mortgagor or Lender as the case may be at the following addresses:

If to Lender: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606-4614
Attention: First Vice President
Real Estate Division

with a copy to: Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603
Attention: Carole K. Towne, Esq.

If to Mortgagor: One Woodfield Lake, L.L.C.
c/o The Levy Organization
980 North Michigan Avenue, Suite 400
Chicago, Illinois 60611
Attention: Joseph G. Lansing, Esq.

with a copy to: Much Shelist, Freed Denenberg Ament
Bell & Rubenstein, P.C.
200 North LaSalle Street, Suite 2100
Chicago, Illinois 60601
Attention: Philip Wong, Esq.

Notices shall be either: (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.7 **Business Loan.** Mortgagor represents that the proceeds of the indebtedness evidenced by this Note will be used to further the business purposes and business objectives of Mortgagor in connection with a parcel of real estate owned and operated by it in Schaumburg, Illinois. Mortgagor further represents that the loan evidenced by this Note and secured by the Mortgage is a business purpose loan in accordance with 815

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ILCS 205/4(1)(c), Illinois Compiled Statutes, and that this loan is a business loan as in such case made and provided. Mortgagor further represents that no proceeds of the indebtedness evidenced by this Note will be used to purchase or carry any margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying any margin stock.

2.8 Time of the Essence. Time is of the essence in the performance by Mortgagor of each of the covenants and agreements contained in this Note.

2.9 WAIVER OF TRIAL BY JURY. TO INDUCE LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS WHICH MORTGAGOR MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDINGS IN WHICH MORTGAGOR AND LENDER ARE ADVERSE PARTIES, IN CONNECTION WITH THIS NOTE, THE MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS.

2.10 CONSENT TO JURISDICTION, SERVICE OF PROCESS. TO INDUCE LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS NOTE, THE MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING SITUS IN SAID CITY OF CHICAGO, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT, AT LENDER'S OPTION, ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AT THE ADDRESS FOR MORTGAGOR INDICATED IN SECTION 2.6 ABOVE.

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IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

ONE WOODFIELD LAKE, L.L.C.,
an Illinois limited liability company

By _____
Lawrence F. Levy, Manager

Property of Cook County Clerk's Office

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SCHEDULE

SCHEDULED MONTHLY PRINCIPAL INSTALLMENT

	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
	01-Nov-97		15,500,000.00	
1	01-Dec-97	14,292.56	15,485,707.44	14,292.56
2	01-Jan-98	14,397.37	15,471,310.07	
3	01-Feb-98	14,502.95	15,456,807.12	
4	01-Mar-98	14,609.31	15,442,197.81	
5	01-Apr-98	14,716.44	15,427,481.36	
6	01-May-98	14,824.36	15,412,657.00	
7	01-Jun-98	14,933.08	15,397,723.93	
8	01-Jul-98	15,042.58	15,382,681.34	
9	01-Aug-98	15,152.90	15,367,528.45	
10	01-Sep-98	15,264.02	15,352,264.43	
11	01-Oct-98	15,375.95	15,336,888.47	
12	01-Nov-98	15,488.71	15,321,399.76	
13	01-Dec-98	15,602.29	15,305,797.47	179,909.97
14	01-Jan-99	15,716.71	15,290,080.76	
15	01-Feb-99	15,831.97	15,274,248.79	
16	01-Mar-99	15,948.07	15,258,300.72	
17	01-Apr-99	16,065.02	15,242,235.70	
18	01-May-99	16,182.83	15,226,052.87	
19	01-Jun-99	16,301.51	15,209,751.36	Doc. # 97782982 Page 57 of 64
20	01-Jul-99	16,421.05	15,193,330.31	
21	01-Aug-99	16,541.47	15,176,788.84	
22	01-Sep-99	16,662.78	15,160,126.06	
23	01-Oct-99	16,784.97	15,143,341.10	
24	01-Nov-99	16,908.06	15,126,433.04	
25	01-Dec-99	17,032.05	15,109,400.99	196,316.48
26	01-Jan-2000	17,156.95	15,092,244.03	
27	01-Feb-2000	17,282.77	15,074,961.26	
28	01-Mar-2000	17,409.51	15,057,551.75	
29	01-Apr-2000	17,537.18	15,040,014.57	
30	01-May-2000	17,665.79	15,022,348.79	
31	01-Jun-2000	17,795.34	15,004,553.45	
32	01-Jul-2000	17,925.83	14,986,627.62	
33	01-Aug-2000	18,057.29	14,968,570.32	
34	01-Sep-2000	18,189.71	14,950,380.61	
35	01-Oct-2000	18,323.10	14,932,057.51	
36	01-Nov-2000	18,457.47	14,913,600.04	
37	01-Dec-2000	18,592.83	14,895,007.21	214,393.77
38	01-Jan-2001	18,729.17	14,876,278.04	
39	01-Feb-2001	18,866.52	14,857,411.52	
40	01-Mar-2001	19,004.88	14,838,406.64	
41	01-Apr-2001	19,144.24	14,819,262.40	
42	01-May-2001	19,284.64	14,799,977.76	
43	01-Jun-2001	19,426.08	14,780,551.71	
44	01-Jul-2001	19,568.51	14,760,983.19	

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	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
45	01-Aug-2001	19,712.02	14,741,271.18	
46	01-Sep-2001	19,856.57	14,721,414.61	
47	01-Oct-2001	20,002.19	14,701,412.42	
48	01-Nov-2001	20,148.87	14,681,263.55	
49	01-Dec-2001	20,296.63	14,660,966.92	234,040.29
50	01-Jan-2002	20,445.47	14,640,521.45	
51	01-Feb-2002	20,595.40	14,619,926.05	
52	01-Mar-2002	20,746.44	14,599,179.62	
53	01-Apr-2002	20,898.58	14,578,281.04	
54	01-May-2002	21,051.83	14,557,229.21	
55	01-Jun-2002	21,206.21	14,536,023.00	
56	01-Jul-2002	21,361.72	14,514,661.27	
57	01-Aug-2002	21,518.38	14,493,142.89	
58	01-Sep-2002	21,676.18	14,471,466.71	
59	01-Oct-2002	21,835.14	14,449,631.58	
60	01-Nov-2002	21,995.26	14,427,636.32	
61	01-Dec-2002	22,156.56	14,405,479.76	255,487.17
62	01-Jan-2003	22,319.04	14,383,160.71	
63	01-Feb-2003	22,482.71	14,360,678.00	
64	01-Mar-2003	22,647.59	14,338,030.41	
65	01-Apr-2003	22,813.67	14,315,216.74	
66	01-May-2003	22,980.97	14,292,235.77	
67	01-Jun-2003	23,149.50	14,269,086.27	
68	01-Jul-2003	23,319.26	14,245,767.01	
69	01-Aug-2003	23,490.27	14,222,276.74	
70	01-Sep-2003	23,662.53	14,198,614.21	
71	01-Oct-2003	23,836.06	14,174,778.16	
72	01-Nov-2003	24,010.85	14,150,767.30	
73	01-Dec-2003	24,186.93	14,126,580.37	278,899.38
74	01-Jan-2004	24,364.30	14,102,216.07	
75	01-Feb-2004	24,542.98	14,077,673.09	
76	01-Mar-2004	24,722.96	14,052,960.13	
77	01-Apr-2004	24,904.26	14,028,076.88	
78	01-May-2004	25,086.89	14,002,958.99	
79	01-Jun-2004	25,270.86	13,977,688.13	
80	01-Jul-2004	25,456.18	13,952,231.94	
81	01-Aug-2004	25,642.86	13,926,589.09	
82	01-Sep-2004	25,830.91	13,900,768.18	
83	01-Oct-2004	26,020.33	13,874,737.85	
84	01-Nov-2004	26,211.15	13,848,526.70	
85	01-Dec-2004	26,403.36	13,822,123.33	304,457.04
86	01-Jan-2005	26,596.99	13,795,526.34	
87	01-Feb-2005	26,792.03	13,768,734.31	
88	01-Mar-2005	26,988.51	13,741,745.80	
89	01-Apr-2005	27,186.42	13,714,559.38	

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Twenty Five Year Principal Amortization Schedule
ACCOUNT One Woodfield

	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
90	01-May-2005	27,385.79	13,687,173.59	
91	01-Jun-2005	27,586.62	13,659,586.97	
92	01-Jul-2005	27,788.92	13,631,798.04	
93	01-Aug-2005	27,992.71	13,603,805.34	
94	01-Sep-2005	28,197.99	13,575,607.35	
95	01-Oct-2005	28,404.77	13,547,202.58	
96	01-Nov-2005	28,613.07	13,518,589.50	
97	01-Dec-2005	28,822.90	13,489,766.60	332,356.73
98	01-Jan-2006	29,034.27	13,460,732.33	
99	01-Feb-2006	29,247.19	13,431,485.14	
100	01-Mar-2006	29,461.67	13,402,023.47	
101	01-Apr-2006	29,677.72	13,372,345.75	
102	01-May-2006	29,895.36	13,342,460.39	
103	01-Jun-2006	30,114.59	13,312,335.80	
104	01-Jul-2006	30,335.43	13,282,000.37	
105	01-Aug-2006	30,557.89	13,251,442.48	
106	01-Sep-2006	30,781.98	13,220,660.50	
107	01-Oct-2006	31,007.72	13,189,662.78	
108	01-Nov-2006	31,235.11	13,158,417.67	
109	01-Dec-2006	31,464.16	13,126,953.51	362,813.09
110	01-Jan-2007	31,694.90	13,095,258.61	
111	01-Feb-2007	31,927.33	13,063,331.23	
112	01-Mar-2007	32,161.46	13,031,169.82	
113	01-Apr-2007	32,397.31	12,998,772.50	
114	01-May-2007	32,634.89	12,966,137.61	
115	01-Jun-2007	32,874.22	12,933,263.39	
116	01-Jul-2007	33,115.30	12,900,148.09	
117	01-Aug-2007	33,358.14	12,866,789.95	
118	01-Sep-2007	33,602.77	12,833,187.19	
119	01-Oct-2007	33,849.19	12,799,338.00	
120	01-Nov-2007	34,097.41	12,765,240.58	
121	01-Dec-2007	34,347.46	12,730,893.12	396,060.39
122	01-Jan-2008	34,599.34	12,696,293.78	
123	01-Feb-2008	34,853.07	12,661,440.71	
124	01-Mar-2008	35,108.66	12,626,332.05	
125	01-Apr-2008	35,366.12	12,590,965.92	
126	01-May-2008	35,625.48	12,555,340.44	
127	01-Jun-2008	35,886.73	12,519,453.71	
128	01-Jul-2008	36,149.90	12,483,303.81	
129	01-Aug-2008	36,415.00	12,446,888.82	
130	01-Sep-2008	36,682.04	12,410,206.77	
131	01-Oct-2008	36,951.04	12,373,255.73	
132	01-Nov-2008	37,222.02	12,336,033.71	
133	01-Dec-2008	37,494.98	12,298,538.73	432,354.39
134	01-Jan-2009	37,769.94	12,260,768.79	

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Twenty Five Year Principal Amortization Schedule
ACCOUNT One Woodfield

	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
135	01-Feb-2009	38,046.92	12,222,721.87	
136	01-Mar-2009	38,325.93	12,184,395.94	
137	01-Apr-2009	38,606.99	12,145,788.95	
138	01-May-2009	38,890.11	12,106,898.84	
139	01-Jun-2009	39,175.30	12,067,723.54	
140	01-Jul-2009	39,462.59	12,028,260.95	
141	01-Aug-2009	39,751.98	11,988,508.97	
142	01-Sep-2009	40,043.49	11,948,465.48	
143	01-Oct-2009	40,337.15	11,908,128.33	
144	01-Nov-2009	40,632.95	11,867,495.38	
145	01-Dec-2009	40,930.93	11,826,564.45	471,974.28
146	01-Jan-2010	41,231.09	11,785,333.36	
147	01-Feb-2010	41,533.45	11,743,799.91	
148	01-Mar-2010	41,838.03	11,701,961.89	
149	01-Apr-2010	42,144.84	11,659,817.05	
150	01-May-2010	42,453.00	11,617,363.15	
151	01-Jun-2010	42,765.23	11,574,597.92	
152	01-Jul-2010	43,078.84	11,531,519.07	
153	01-Aug-2010	43,394.75	11,488,124.32	
154	01-Sep-2010	43,712.98	11,444,411.34	
155	01-Oct-2010	44,033.54	11,400,377.30	
156	01-Nov-2010	44,356.48	11,356,021.34	
157	01-Dec-2010	44,681.74	11,311,339.60	515,224.85
158	01-Jan-2011	45,009.40	11,266,330.20	
159	01-Feb-2011	45,339.47	11,220,990.73	
160	01-Mar-2011	45,671.96	11,175,318.77	
161	01-Apr-2011	46,006.89	11,129,311.88	
162	01-May-2011	46,344.27	11,082,967.60	
163	01-Jun-2011	46,684.13	11,036,283.47	
164	01-Jul-2011	47,026.48	10,989,256.99	Doc. # 97782982 Page 60 of 64
165	01-Aug-2011	47,371.34	10,941,885.65	
166	01-Sep-2011	47,718.73	10,894,168.92	
167	01-Oct-2011	48,068.67	10,846,098.25	
168	01-Nov-2011	48,421.17	10,797,677.08	
169	01-Dec-2011	48,776.26	10,748,900.82	562,438.79
170	01-Jan-2012	49,133.95	10,699,766.86	
171	01-Feb-2012	49,494.27	10,650,272.59	
172	01-Mar-2012	49,857.23	10,600,415.36	
173	01-Apr-2012	50,222.85	10,550,192.52	
174	01-May-2012	50,591.15	10,499,601.37	
175	01-Jun-2012	50,962.15	10,448,639.22	
176	01-Jul-2012	51,335.87	10,397,303.35	
177	01-Aug-2012	51,712.34	10,345,591.01	
178	01-Sep-2012	52,091.56	10,293,499.45	
179	01-Oct-2012	52,473.56	10,241,025.89	

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Twenty Five Year Principal Amortization Schedule
ACCOUNT One Woodfield

	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
180	01-Nov-2012	52,858.37	10,188,167.52	
181	01-Dec-2012	53,246.00	10,134,921.52	613,979.30
182	01-Jan-2013	53,636.47	10,081,285.05	
183	01-Feb-2013	54,029.80	10,027,255.25	
184	01-Mar-2013	54,426.02	9,972,829.23	
185	01-Apr-2013	54,825.15	9,918,004.08	
186	01-May-2013	55,227.20	9,862,776.88	
187	01-Jun-2013	55,632.20	9,807,144.69	
188	01-Jul-2013	56,040.17	9,751,104.52	
189	01-Aug-2013	56,451.13	9,694,653.40	
190	01-Sep-2013	56,865.10	9,637,788.29	
191	01-Oct-2013	57,282.11	9,580,506.18	
192	01-Nov-2013	57,702.18	9,522,804.00	
193	01-Dec-2013	58,125.33	9,464,678.67	670,242.85
194	01-Jan-2014	58,551.53	9,406,127.09	
195	01-Feb-2014	58,980.93	9,347,146.13	
196	01-Mar-2014	59,413.49	9,287,732.64	
197	01-Apr-2014	59,849.19	9,227,883.45	
198	01-May-2014	60,288.08	9,167,595.37	
199	01-Jun-2014	60,730.19	9,106,865.18	
200	01-Jul-2014	61,175.55	9,045,689.52	
201	01-Aug-2014	61,624.17	8,984,065.46	
202	01-Sep-2014	62,076.08	8,921,989.38	
203	01-Oct-2014	62,531.30	8,859,458.07	
204	01-Nov-2014	62,989.87	8,796,468.21	
205	01-Dec-2014	63,451.79	8,733,016.41	731,972.26
206	01-Jan-2015	63,917.11	8,669,099.31	
207	01-Feb-2015	64,385.83	8,604,713.48	
208	01-Mar-2015	64,857.99	8,539,855.48	
209	01-Apr-2015	65,333.62	8,474,521.86	
210	01-May-2015	65,812.73	8,408,709.13	
211	01-Jun-2015	66,295.36	8,342,413.77	
212	01-Jul-2015	66,781.53	8,275,632.24	
213	01-Aug-2015	67,271.26	8,208,360.99	
214	01-Sep-2015	67,764.58	8,140,596.41	
215	01-Oct-2015	68,261.52	8,072,334.89	
216	01-Nov-2015	68,762.10	8,003,572.78	
217	01-Dec-2015	69,266.36	7,934,306.42	798,709.99
218	01-Jan-2016	69,774.31	7,864,532.11	
219	01-Feb-2016	70,285.99	7,794,246.12	
220	01-Mar-2016	70,801.42	7,723,444.70	
221	01-Apr-2016	71,320.63	7,652,124.07	
222	01-May-2016	71,843.65	7,580,280.42	
223	01-Jun-2016	72,370.50	7,507,909.91	
224	01-Jul-2016	72,901.22	7,435,008.69	

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Twenty Five Year Principal Amortization Schedule
ACCOUNT One Woodfield

	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
225	01-Aug-2016	73,435.83	7,361,572.86	
226	01-Sep-2016	73,974.36	7,287,598.50	
227	01-Oct-2016	74,516.84	7,213,081.67	
228	01-Nov-2016	75,063.29	7,138,018.37	
229	01-Dec-2016	75,613.76	7,062,404.61	871,901.81
230	01-Jan-2017	76,168.26	6,986,236.35	
231	01-Feb-2017	76,726.83	6,909,509.53	
232	01-Mar-2017	77,289.49	6,832,220.04	
233	01-Apr-2017	77,856.28	6,754,363.76	
234	01-May-2017	78,427.23	6,675,936.53	
235	01-Jun-2017	79,002.36	6,596,934.17	
236	01-Jul-2017	79,581.71	6,517,352.46	
237	01-Aug-2017	80,165.31	6,437,187.15	
238	01-Sep-2017	80,753.19	6,356,433.97	
239	01-Oct-2017	81,345.33	6,275,088.69	
240	01-Nov-2017	81,941.61	6,193,146.68	
241	01-Dec-2017	82,542.82	6,110,603.86	951,800.75
242	01-Jan-2018	83,148.13	6,027,455.73	
243	01-Feb-2018	83,757.88	5,943,697.85	
244	01-Mar-2018	84,372.11	5,859,325.74	
245	01-Apr-2018	84,990.84	5,774,334.90	
246	01-May-2018	85,614.10	5,688,720.79	
247	01-Jun-2018	86,241.94	5,602,478.85	
248	01-Jul-2018	86,874.38	5,515,604.47	
249	01-Aug-2018	87,511.46	5,428,093.01	
250	01-Sep-2018	88,153.21	5,339,939.80	
251	01-Oct-2018	88,799.67	5,251,140.13	
252	01-Nov-2018	89,450.87	5,161,689.27	
253	01-Dec-2018	90,106.84	5,071,582.43	1,039,021.43
254	01-Jan-2019	90,767.62	4,980,814.81	
255	01-Feb-2019	91,433.25	4,889,381.56	
256	01-Mar-2019	92,103.76	4,797,277.79	
257	01-Apr-2019	92,779.19	4,704,498.60	
258	01-May-2019	93,459.57	4,611,039.03	
259	01-Jun-2019	94,144.94	4,516,894.09	Doc. # 97782982 Page 62 of 64
260	01-Jul-2019	94,835.34	4,422,058.78	
261	01-Aug-2019	95,530.80	4,326,527.96	
262	01-Sep-2019	96,231.35	4,230,296.61	
263	01-Oct-2019	96,937.05	4,133,359.55	
264	01-Nov-2019	97,647.92	4,035,711.63	
265	01-Dec-2019	98,364.01	3,937,347.62	1,134,234.80
266	01-Jan-2020	99,085.34	3,838,262.28	
267	01-Feb-2020	99,811.97	3,738,450.31	
268	01-Mar-2020	100,543.92	3,637,906.39	
269	01-Apr-2020	101,281.25	3,536,625.14	

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	DATE	PRINCIPAL REPAYMENT	PRINCIPAL BALANCE	YEARLY PRINCIPAL REDUCTION
270	01-May-2020	102,023.98	3,434,601.16	
271	01-Jun-2020	102,772.15	3,331,829.01	
272	01-Jul-2020	103,525.81	3,228,303.20	
273	01-Aug-2020	104,285.00	3,124,018.20	
274	01-Sep-2020	105,049.76	3,018,968.44	
275	01-Oct-2020	105,820.12	2,913,148.31	
276	01-Nov-2020	106,596.14	2,806,552.17	
277	01-Dec-2020	107,377.84	2,699,174.33	1,238,173.30
278	01-Jan-2021	108,165.28	2,591,009.05	
279	01-Feb-2021	108,958.49	2,482,050.55	
280	01-Mar-2021	109,757.52	2,372,293.03	
281	01-Apr-2021	110,562.41	2,261,730.62	
282	01-May-2021	111,373.20	2,150,357.42	
283	01-Jun-2021	112,189.84	2,038,167.48	
284	01-Jul-2021	113,012.67	1,925,154.81	
285	01-Aug-2021	113,841.42	1,811,313.39	
286	01-Sep-2021	114,676.26	1,696,637.13	
287	01-Oct-2021	115,517.22	1,581,119.91	
288	01-Nov-2021	116,364.35	1,464,755.56	
289	01-Dec-2021	117,217.69	1,347,537.87	1,351,636.46
290	01-Jan-2022	118,077.28	1,229,460.59	
291	01-Feb-2022	118,943.18	1,110,517.41	
292	01-Mar-2022	119,815.43	990,701.98	
293	01-Apr-2022	120,694.08	870,007.90	
294	01-May-2022	121,579.17	748,428.73	
295	01-Jun-2022	122,470.75	625,957.98	
296	01-Jul-2022	123,368.87	502,589.11	
297	01-Aug-2022	124,273.57	378,315.54	
298	01-Sep-2022	125,184.91	253,130.63	
299	01-Oct-2022	126,102.94	127,027.69	
300	01-Nov-2022	127,027.69	0.00	1,347,537.87
TOTALS		15,500,000.00		15,500,000.00

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SCHEDULE 2

UNSCHEDULED PAYMENT CONSIDERATION

The Unscheduled Payment Consideration shall be the amount calculated as follows:

(i) If the Unscheduled Payment is made on or before the first anniversary of the Disbursement Date, then the applicable Unscheduled Payment Consideration shall be two percent (2%) of the outstanding principal balance; or

(ii) If the Unscheduled Payment is made after the first anniversary of the Disbursement Date but on or before the second (2nd) anniversary of the Disbursement Date, then the applicable Unscheduled Payment Consideration shall be one percent (1%) of the outstanding principal balance.

(iii) After the second anniversary of the Disbursement Date, no Unscheduled Payment Consideration shall be payable.