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COOK COUNTY RECORDER

SIXTH AMENDMENT OF LOAN AGREEMENT

AND OTHER LOAN DOCUMENTS

by

PORTILLO'S HOT DOGS, INC.

PORTILLO'S FOOD SERVICE, INC.

BARNEY'S BAR-B-Q, INC.

RICHARD AND SHARON PORTILLO

and

THE FIRST NATIONAL BANK OF CHICAGO

Prepared by:

Terry D. Jeffrey
Burke, Warren & McKay, P.C.
330 North Wabash Avenue
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Chicago, Illinois 60611-3607

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Susan B. Shelton
Gallagher & Joslyn
One Lincoln Centre
Suite 300
Oakbrook Terrace, Illinois 60181

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SIXTH AMENDMENT OF LOAN AGREEMENT AND

OTHER LOAN DOCUMENTS

THIS SIXTH AMENDMENT OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS ("Amendment") is made as of April 25, 1997, by and among PORTILLO'S HOT DOGS, INC., a Delaware corporation ("PHD"), RICHARD J. PORTILLO and SHARON PORTILLO (jointly, the "Portillos"), PORTILLO'S FOOD SERVICE, INC., an Illinois corporation ("PFS"), and BARNEY'S BAR-B-Q, INC., an Illinois corporation ("Barney's") (PHD, the Portillos, PFS and Barney's are sometimes hereinafter referred to collectively as the "Obligors") and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, successor by merger to NBD Bank ("Lender").

RECITALS:

A. Lender has made available to certain of the Obligors a credit facility (the "Portillo's Loans") pursuant to the terms and conditions of that certain Loan Agreement dated as of June 20, 1994, among the Obligors and Lender, as amended by the following (collectively, the "Amendments"):

- (i) a First Amendment to Loan Agreement dated as of June 20, 1994;**
- (ii) a Second Amendment to Loan Agreement and Other Loan Documents dated as of April 12, 1995 (which Second Amendment added to the Portillo's Loans a \$750,000 loan (the "Key Wester Loan")) to PHD in order to fund the acquisition of certain assets by Key Wester Fish & Pasta House, Inc., a Florida corporation ("Key Wester (Florida)");**
- (iii) a Third Amendment to Loan Agreement and Other Loan Documents dated as of May 5, 1995 (which Third Amendment added certain property located at 235 North Avenue in Glendale Heights, Illinois (the "Glendale Heights Property")) to the property encumbered by Loan Documents (as defined below) ;**
- (iv) a Fourth Amendment of Loan Agreement and Other Loan Documents (the "Fourth Amendment") dated as of December 31, 1995 (which Fourth Amendment increased by \$1,000,000 the maximum availability under the Reducing Revolver (as defined below)); and**
- (v) A Fifth Amendment of Loan Agreement and other Loan Documents (the "Fifth Amendment") dated as of March 15, 1996 (which Fifth Amendment provided a \$1,000,000.00 Northlake Construction Loan and a \$1,000,000.00 Northlake Equipment Loan).**

(said Loan Agreement, as amended by the Amendments, is hereinafter referred to as the "Loan Agreement").

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B. The following loans and authorizations presently constitute the Portillo's Loans:

(i) a \$3,000,000 term loan to PHD that matures on June 30, 1999, the outstanding principal balance of which as of March 31, 1997, was \$1,350,000;

(ii) a \$2,800,000 term loan to PHD that matures on June 30, 2001, the outstanding principal balance of which as of March 31, 1997, was \$2,031,000;

(iii) a reducing revolving credit loan to PHD in the original maximum principal amount of \$5,000,000 (the "Reducing Revolver"), which maximum principal amount was increased by \$1,000,000 pursuant to the Fourth Amendment, and the maximum availability of which as of March 31, 1997, was \$4,627,200, and which matures on June 30, 2001;

(iv) a construction loan to PHD in the original maximum principal amount of \$5,000,000, which maximum principal amount, pursuant to the terms of the Loan Agreement, was reduced to \$1,100,000 and was used to fund costs of construction of the Glendale Heights Property, and which matures on July 20, 2000, and the outstanding principal balance of which as of March 31, 1997, was \$916,660;

(v) a \$500,000 term loan to PLS that matures on June 30, 1999, the outstanding principal balance of which as of March 31, 1997, was \$225,011;

(vi) a \$1,700,000 term loan to the Portillos that matures on June 30, 2001, the outstanding principal balance of which as of March 31, 1997, was \$1,231,400;

(vii) authorization for PHD to request Lender to issue standby letters of credit in the aggregate face amount of \$249,000 for lease deposits and landscaping improvements, which authorization expires March 31, 1998;

(viii) two \$375,000 term loans (originally the \$750,000 Key Water Loan) to PHD that mature on May 31, 2000, the aggregate outstanding principal balance of which as of March 31, 1997, was \$454,697.25.

(ix) a \$1,000,000.00 term loan (the Northlake Equipment Loan) with the aggregate balance of \$843,385.45 as of March 31, 1997, maturing March 15, 2001;

(x) a \$1,000,000.00 term loan (the Northlake Construction Loan) with the balance of \$928,570 as of March 31, 1997, maturing September 30, 2001;

(xi) a \$500,000.00 Single Maturity Business Loan Note that matures April 15, 1997, (the "\$500,000.00 Note"); and

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C. The Portillo's Loans are evidenced by the Notes described in the Loan Agreement (such Notes, as amended by the Amendments, are hereinafter referred to collectively as the "Portillo's Notes") and are secured by first liens and security interests against substantially all of the assets of PHD and PFS and certain assets of the Portillos pertaining to the operation of the businesses of PHD, PFS and Barney's (collectively, the "Collateral").

D. Lender has made a \$3,200,000 loan evidenced by two notes (the "C & O Loan") to C & O Chicago, L.L.C., an Illinois limited liability company ("C & O"), which has been secured, in part, by second liens in the Collateral granted to Lender by the Obligors pursuant to the terms and conditions of a certain Cross-Collateralization and Cross-Default Agreement dated as of March 31, 1995, among the Obligors and Lender. As of March 31, 1997, the outstanding principal balance of the C & O Loan, which loan matures on April 1, 2000, was \$2,808,488.33.

E. Lender has made a \$3,000,000.00 construction loan (the "Key Wester Naperville Loan") with a balance of \$2,892,837.13 as of March 31, 1997 to Key Wester Fish And Pasta House of Illinois, Inc. ("Key Wester Illinois") which matures September 30, 2001. The Key Wester Naperville Loan has been secured by that certain Mortgage dated April 30, 1996 on certain real property commonly known as 1975 Glacier Park Avenue, Naperville, Illinois. The Key Wester Naperville Loan is also secured pursuant to the terms and conditions of that certain Cross-Collateralization and Cross Default Agreement dated April 30, 1996 between Lender and the Obligors.

F. The repayment of the Portillo's Loans, the Key Wester Naperville Loan and the C & O Loan is secured by the following documents, each of which is dated as of June 20, 1994 (except as otherwise indicated):

(i) Mortgages made by the Portillos, PHD and PFS for the benefit of Lender against the property described on Exhibit A attached hereto (collectively, the "Property");

(ii) Assignments of Rents and Leases made by the Portillos, PHD and PFS for the benefit of Lender;

(iii) Security Agreement made by the Portillos, PHD and PFS for the benefit of Lender; and

(iv) Stock Pledge Agreement dated as of April 12, 1995, by Richard Portillo pursuant to which all of the shares of Key Wester (Florida) have been pledged to Lender.

The aforementioned documents, the Loan Agreement, the Portillo's Notes, the Guaranty (as hereinafter defined), the Indemnity Agreement (as hereinafter defined) and the other documents or agreements now or hereafter delivered to Lender to secure or evidence the Portillo's Loans or to otherwise induce Lender to disburse the proceeds of the Portillo's Loans, all as amended by

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the Amendments or otherwise modified, are hereinafter referred to collectively as the "Loan Documents".

G. The Portillos and Barney's have guaranteed repayment of the Portillo's Loans to Lender pursuant to the provisions of a certain Guaranty dated as of June 20, 1994, as amended (the "Guaranty").

H. The Portillos, PHD and PFS have agreed to indemnify Lender for costs pertaining to certain environmental matters pursuant to the provisions of a certain Environmental Indemnity Agreement dated as of June 20, 1994, as amended (the "Indemnity Agreement").

I. PHD has requested Lender to increase the Reducing Revolver by the amount of \$3,000,000.00, the proceeds of which shall be used to pay off the balance of the \$500,000.00 Note and the remainder of the proceeds to provide working capital, the ability to demolish the existing structure at 1500 Butterfield Road, Downers Grove, Illinois, ("Downers Grove Property") and to construct a new structure thereon. (For purposes herein, this \$3,000,000.00 advance shall be called the "Downers Grove Construction Loan").

J. A condition precedent to Lender's consent to the aforementioned requests is the execution and delivery of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors and Lender hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part hereof.

2. Downers Grove Construction Loan. Subject to the terms and conditions hereof, Lender hereby agrees to make the Downers Construction Loan to PHD. The Downers Grove Construction Loan shall be evidenced by modifying the existing Reducing Revolving Note to be replaced by a New Reducing Revolver Note of even date herewith made by PHD to the order of Lender.

3. Use of Proceeds of Downers Grove Construction Loan. After paying off the \$500,000.00 Note, all of the remaining proceeds of the Downers Grove Construction Loan shall be used by PHD to pay costs of demolishing the existing restaurant facility and constructing a new restaurant facility on the Downers Grove Property. Such proceeds may be disbursed from time to time in accordance with the terms of the Loan Agreement and the construction escrow agreement among Lender, PHD and the construction escrow agent, provided no additional disbursements of the Downers Grove Construction Loan shall be made subsequent to December 31, 1997.

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4. Modification of Reducing Revolver.

A. Current Balance. The current available principal balance under the Reducing Revolver is hereby increased from \$4,627,200 to \$7,627,200.

B. Amendment to Loan Agreement. Section 1.2(c) of the Loan Agreement is hereby deleted in its entirety and the following Section is hereby inserted in lieu thereof:

"(c) The sum of \$7,627,200 under a new Secured Revolving Promissory Note dated as of April 25, 1997, executed by Portillo's Hot Dogs, Inc. The interest rate shall be the Prime Rate of interest and the loan evidenced by said Note shall be due and payable in full, if not sooner paid, on June 30, 2001. Funds may be repaid and reborrowed under said Note; provided, however, that the maximum amount that may be outstanding at any one time shall be (i) \$7,627,200 less (ii) the sum of (A) \$41,600 of principal payments payable on the last day of each of the months of April and May 1997, at the time such sums are payable, plus (B) \$75,000.00 multiplied by the number of full months which elapse until the maturity of said note commencing with the month of June, 1997. Beginning on June 30, 1997, and on the last day of each month thereafter, \$75,000.00 of principal payments will be paid until maturity."

C. Replacement of Reducing Revolver Note. The note evidencing the Reducing Revolver is hereby replaced by an Amended and Restated Secured Revolving Promissory Note (the "New Reducing Revolver Note" dated as of the date hereof. Whenever any reference is made in any of the Loan Documents to the note evidencing the Reducing Revolver, it shall be deemed to refer to the New Reducing Revolver.

5. Interest Rate, Repayment of Downers Grove Construction Loan. The principal balance of the Downers Grove Construction Loan outstanding from time to time shall bear interest at the rate set forth in the New Reducing Revolver Note. Principal and interest payments on the Downers Grove Construction Loan (if not sooner declared to be due in accordance with the provisions of the Loan Documents, as amended hereby) shall be made at the times and in the manner set forth in the New Reducing Revolver Note. The Obligors hereby acknowledge and agree that the failure to make such payments when due shall be a default under the Loan Documents (subject to any applicable cure and remedies under the Loan Documents, at law or in equity (subject to the rights of the Obligors set forth in the Loan Documents to receive notice of any such action by Lender).

6. Loans, Notes. From and after the date hereof, the Downers Grove Construction Loan shall be deemed to be one of the "Loans" referred to in the Loan Documents, including, without limitation, the Guaranty and Section 1.2 of the Loan Agreement, and the Downers Grove Note shall be deemed to be one of the "Notes" referred to in the Loan Agreement, the Guaranty and the other Loan Documents.

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7. **Required Deliveries.** Lender's consent to making the Downers Grove Construction Loan shall be subject to Lender having received the following in a form and substance acceptable to Lender on or before April 30, 1997 (the "Amendment Termination Date"):

- (a) This Amendment duly executed by the Obligors;
- (b) The New Reducing Revolving Note duly executed by PHD;
- (c) Assignment of Licenses, Permits, Plans, Specifications and Contracts of even date herewith made by the PHD for the benefit of Lender;
- (d) Contractor's and Architect's Consents and Architect's Certificate;
- (e) Collateral Assignment of Patents and Trademarks of even date herewith made by the Obligors for the benefit of Lender;
- (f) Evidence of authority of the Obligors to execute and deliver this amendment;
- (g) Payment of Loan Fee (as set forth in 8. below);
- (h) **Mortgage Title Commitment.** A commitment for an A.L.T.A. mortgage title insurance policy subject only to previously approved, permitted exceptions, in the amount of the Loan insuring that the Mortgages will constitute a first lien on the Properties at closing together with such endorsements as previously required by Lender.
- (i) **Survey.** A survey, prepared and certified to the Lender and the title company insuring the Lender's mortgage(s) on the Property(i), by a registered land surveyor. The survey shall fully describe all encumbrances of record and be in agreement with the legal description as contained in the mortgage title commitment.
- (j) **Leases.** Current copies of all executed and proposed lease, management contracts and other similar agreements, including any amendment, all of which shall be subject to the approval of the Lender, which approval shall not be unreasonably withheld. The Lender, in its sole discretion, may require that any lease, contract or agreement be subordinate to the lien of the Mortgage or that the lien of the Mortgage be subordinate to the lease, contract or agreement and that the Obligors and any party to such lease, contract or agreement join in the execution of such documents as the Lender may reasonably require to carry out its decision. The Lender shall not be obligated to make the Downers Grove Construction Loan unless there shall be in place at the time of closing executed leases covering at least 100% of the net leasable area of the Improvements.

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(k) **Insurance.** PHD shall keep the Downers Grove Property constantly insured for the benefit of the Lender until the Downers Grove Construction Loan is fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if required) and such other appropriate insurance as the Lender may require from time to time. All insurance policies and renewals shall be in forms, amounts and with companies satisfactory to the Lender, shall provide for the payment to the Lender in the event of loss, shall require 30 days notice to the Lender in the event of non-renewal or cancellation, and shall be delivered to the Lender.

(l) **Life Insurance.** The original Life Insurance Policy(s), the insured being Richard J. Portillo, from TransAmerica Occidental Life Insurance Company ("TransAmerica") as well as proper evidence of the acceptance by TransAmerica of the assignment by Mr. Portillo of the proceeds and cash value to Lender.

(m) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Amendment Termination Date shall, at the option of Lender, result in this Amendment (including all agreements and waivers of Lender contained herein) being null and void.

8. **References.** All references to any "Note", any "Mortgage", the "Guaranty" or any other Loan Document contained in any of the Loan Documents shall be deemed to refer to such document as further amended by this Amendment.

9. **Payment of Loan Fee.** If not previously paid by PHD, concurrently with the execution and delivery of this Sixth Amendment by Obligors, the Obligors shall pay to Lender a non-refundable loan fee (the "Loan Fee") in the amount of \$30,500.00.

10. **Financial Statements.** The following financial statements shall continue to be delivered to the Lender:

(a) Annual audited consolidating financial statements prepared by an outside CPA firm in a form and substance acceptable to Bank of Portillo's Hot Dogs, Inc., Barney's Bar-B-Q, Inc., and Portillo's Food Service, Inc. Annual audited financial statements of Key Wester Fish And Pasta House of Illinois, Inc.;

(b) Annual tax returns of Portillo's Hot Dogs, Inc., Barney's Bar-B-Q, Inc., Portillo's Food Service, Inc., and Key Wester Fish And Pasta House of Illinois, Inc.;

(c) Quarterly consolidated financial statements, in a form and substance acceptable to Bank, of Portillo's Hot Dogs, Inc., Barney's Bar-B-Q, Inc., and Portillo's

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Food Service, Inc., prepared by an outside CPA. Quarterly consolidated financial statements of Key Wester Fish And Pasta House of Illinois, Inc., prepared by an outside CPA;

(d) Annual personal financial statement of Richard J. Portillo and Sharon Portillo;

(e) Monthly internally prepared Profit and Loss Statements of Portillo's Hot Dogs, Inc., Barney's Bar-B-Q, Inc., Portillo's Food Service, Inc. and Key Wester Fish And Pasta House of Illinois, Inc.; and

(f) Monthly draw packages including sworn statements for the construction of the Downers Grove facility.

11. Covenants. (A) The following covenants shall be met for the fiscal year end of July 31, 1997. These covenants will be monitored quarterly on a rolling twelve month basis.

(i) Debt service coverage ratio not less than 1.0, defined as net earnings less dividends, less advances plus depreciation, amortization and rent expense divided by the principal amortization of all indebtedness maturing 12 months from the date of this calculation.

(ii) Total debt to tangible capital funds* not to exceed 2.12:1.

(iii) Minimum tangible capital funds* not less than \$9,176,000.00 as of 7/31/96. This resets the covenant at fiscal year end 1996 accordingly. The minimum tangible capital funds shall be not less than \$9,136,000 as of fiscal year end July 31, 1997.

(iv) Pursuant to Section 4.5 Capital Expenditures and Intercompany Loans set forth in the 1994 Loan Agreement as amended, Lender hereby waives the covenant default at fiscal year end 1996 to allow the \$1,003,171 payment (loan) from PHD to the two Key Wester companies. Also, Lender hereby consents to the advances of \$534,177 to Key Wester Florida and \$2,161,661 to Key Wester Illinois as well as the additional advance of \$400,000 to Key Wester Illinois scheduled for May 1997. The advances will be incorporated as dividends from PHD for fiscal year end July 31, 1997.

(v) Section 4.3 Management of the 1994 Loan Agreement is hereby amended to read as follows:

"No material change will be made in the officers and directors of PHD except for the addition of family members of individual Guarantors."

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(B.) The following covenants shall be met for all fiscal years following the fiscal year ending July 31, 1997. These covenants will be monitored quarterly on a rolling twelve month basis.

(i) Debt service coverage ratio of not less than 1.6 to 1.0 defined as net earnings less dividends, less advances plus depreciation, amortization and rent expense divided by the principal amortization of all indebtedness maturing 12 months from the date of this calculation.

(ii) Total debt to tangible capital funds* not to exceed 2.0 to 1.0.

(iii) Minimum tangible capital funds* of not less than \$11,000,000 as of July 31, 1996.

(iv) As of August 1, 1997, the covenant contained in Section 4.5 of the original Loan Agreement shall be reinstated and all waivers of such covenant granted by Lender in this document or otherwise shall be rescinded.

(v) The amendment to Section 4.3 of the Loan Agreement made pursuant to clause (v) of paragraph (A) above shall remain in full force and effect.

(*Tangible capital funds defined as total stockholder's equity less all amounts due from affiliated companies, shareholders, employees and other intangible assets.)

12. **Additional Loan Expenses.** The Obligors hereby agree to pay all of Lender's reasonable attorney's fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within thirty (30) days after written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at an annual rate equal to Lender's Prime Rate plus 3.0%.

13. **No Defenses.** The Obligors represent and warrant to Lender there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting any Obligor or his, her or its property, or which would prevent such Obligor from complying with or performing his, her or its respective obligations under the Loan Documents, and no basis for any such matter exists.

14. **Authority to Execute Amendment. No Conflict.** Each Obligor represents and warrants to Lender that he, she or it has full power and authority to execute and deliver this Amendment and to perform his, her or its respective obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable upon the Obligors

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in accordance with its terms. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which any Obligor is a party or is bound.

15. **Ratification of Liability.** Each Obligor hereby ratifies and confirms his, her or its respective liabilities and obligations under the Guaranty and the other Loan Documents and the liens and security interests created thereby, and acknowledge that he, she or it no defenses, claims or set-offs to the enforcement by Lender of their respective obligations and liabilities under the Guaranty and the other Loan Documents.

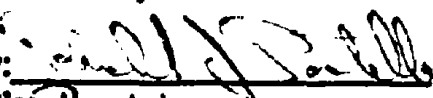
16. **Amendment Binding.** This Amendment shall be binding on each Obligor and their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

17. **Continued Effectiveness.** Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

18. **Counterparts.** This Amendment may be executed in counterparts, and all of such counterparts when taken together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

**PORTILLO'S HOT DOGS, INC., a
Delaware corporation**

By: 
Title: President

**PORTILLO'S FOOD SERVICE, INC., an
Illinois corporation**

By: 

Title: President

**BARNEY'S BAR-B-Q, INC., an Illinois
corporation**

By: 
Title: Member CEO

RICHARD PORTILLO, individually


SHARON PORTILLO, individually

**THE FIRST NATIONAL BANK OF
CHICAGO, as successor by merger to
NBD Bank**

By: 
Title: Assistant Vice President

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STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

CEO

I, Susan B S a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD PORTILLO, the president of PORTILLO'S FOOD SERVICE, INC., PORTILLO'S HOT DOGS, INC., and BARNEY'S BAR-B-Q, INC. (collectively, the "Corporations"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporations as his own free and voluntary act and as the free and voluntary act of the Corporations, for the uses and purposes therein set forth.

and/or CEO

GIVEN under my hand and notarial seal this 28 day of April, 1997.

Susan B S
NOTARIAL SEAL
SUSAN B. SHELTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-12-2001

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

I, _____ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SHARON PORTILLO and RICHARD PORTILLO personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of April, 1997.

Susan B S
Notary Public
OFFICIAL SEAL
SUSAN B. SHELTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-12-2001

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STATE OF ILLINOIS

COUNTY OF DuPage

I, Susan D. Shelton, a Notary Public in and for said County, in the State aforementioned, do hereby certify that Leslie N. Matteson the AVP of The First National Bank of Chicago (the "BANK"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Bank as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May, 1997.

Susan D. Shelton

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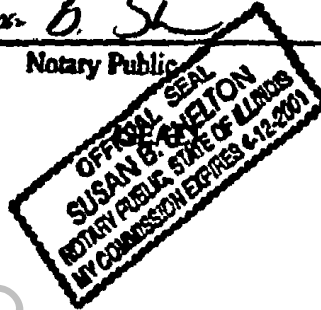
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STATE OF ILLINOIS)
) s
COUNTY OF DuPage)

I, Susan B. Shelton, a Notary Public in and for said County, in the State aforementioned, do hereby certify that Leslie N. Matteson the AVP of The First National Bank of Chicago (the "BANK"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Bank as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May, 1997.

Susan B. Shelton
Notary Public



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EXHIBIT A

250 East Ogden, Naperville, IL

LEGAL: LOT 1 IN PORTILLO'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 3 IN BEIDELMAN'S SUBDIVISION AND PART OF LOT 7 IN BRUMMEL'S SUBDIVISION ALL BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PORTILLO'S RESUBDIVISION RECORDED SEPTEMBER 19, 1986 AS DOCUMENT R86-113647, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER 08-07-407-013

611 East Golf Road, Schaumburg, IL

LEGAL: LOT 1 IN PORTILLO'S SUBDIVISION OF THE NORTH 450 FEET OF THE WEST 500 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROUTE 58 (GOLF ROAD) IN SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1989 AS DOCUMENT 89516453, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 07-14-101-017

1500 Burrus Highway, Elk Grove Village, IL

LEGAL:

PARCEL 1:

LOT 290 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 170, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 10 FEET OF LOT 346 AND ALL OF LOT 347 IN CENTEX INDUSTRIAL PARK UNIT 212, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS: 08-34-203-016;
08-34-203-022;
08-34-203-023

1751 Armitage Court, Addison, IL

LEGAL: THE SOUTH 60.0 FEET OF THE NORTH 120.0 FEET OF THE EAST 180.0 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 3 IN DUPAGE INDUSTRIAL ANNEX, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1968 AS DOCUMENT R-68-54022, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 03-31-101-008

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1973 Glacier Park Avenue, Naperville, IL

LEGAL: THAT PART OF LOT 6 IN GLACIER PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1990 AS DOCUMENT NO. R90-12326 AND RE-RECORDED APRIL 30, 1990 AS DOCUMENT R90-51012 AND THE CERTIFICATE OF CORRECTION THERETO RECORDED FEBRUARY 19, 1990 AS DOCUMENT NO. R90-20823 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 6; THENCE NORTH 88 DEGREES 53 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 238.73 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 08 SECONDS EAST 357.95 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS WEST 249.50 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 08 SECONDS WEST 169.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 234.50 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 05 SECONDS EAST 17.01 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 39.35 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF ILLINOIS STATE ROUTE 59 AS HERETOFORE DEDICATED PER DOCUMENT NO. 312314 A DISTANCE OF 183.30 FEET; THENCE NORTH 05 DEGREES 40 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE OF ILLINOIS STATE ROUTE 59 A DISTANCE OF 33.43 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 516.28 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-15-302-001

1759 Armitage Court, Addison, IL

LEGAL: THE SOUTH 130 FEET OF THE EAST 180 FEET OF LOT 3 IN DU PAGE INDUSTRIAL ANNEX, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1968 AS DOCUMENT R68-54022, IN DU PAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 03-31-101-009

1992 West Jefferson, Naperville, IL

LEGAL: LOT 2 IN GLACIER PARK RESUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1990 AS DOCUMENT NUMBER R90-036578, BEING A RESUBDIVISION OF PART OF LOT 4 IN GLACIER PARK SUBDIVISION, A SUBDIVISION OF PART OF SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLACIER PARK SUBDIVISION RECORDED JANUARY 29, 1990 AS DOCUMENT R90-012326 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 1990 AS DOCUMENT NUMBER R90-020823, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 07-15-305-001

1900 West Golf Road, Rolling Meadows, IL

LEGAL: LOT 1 (EXCEPT THE EAST 17 FEET AS MEASURED AT RIGHTS ANGLES) IN 58-62 VENTURE SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 08-08-407-001

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221 E. Townline, Vernon Hills, IL

LEGAL: LOT 1 IN CONTINENTAL EXECUTIVE PARKE RESUBDIVISION, NO. 10, BEING A RESUBDIVISION IN THE NORTH 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1993 AS DOCUMENT 3341606, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NO 15-04-110-002

170 West North Avenue, Northlake, IL

LEGAL: LOTS 27, 28, 29, 30, 31 AND 32 IN BLOCK 11 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 6. A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NOS.

Affects Lot 28: 12-31-402-027

Affects Lot 32: 12-31-402-023

Affects Lot 31: 12-31-402-024

Affects Lot 30: 12-31-402-025

Affects Lot 29: 12-31-402-026

Affects Lot 27: 12-31-402-028

235 E. North Avenue, Glendale Heights, IL

LEGAL: LOT 2 OF THE SECOND ADDITION TO DEMOS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENDALE HEIGHTS, MILTON TOWNSHIP, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED ON JUNE 16, 1995 AS DOCUMENT NUMBER R95-073177

PERMANENT INDEX NO. 05-03-200-029

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