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Above Space for Recording Purposes

GENERAL POWER OF ATTORNEY FOR PROPERTY

I, Sarah Qualls-Bailey, of Chicago, Illinois, hereby appoint Stanford Bailey (sometimes referred to herein as my "attorney"), a sample of whose signature appears below, my true and lawful agent and attorney, for me and in my name with reference to any interest from time to time owned by me in property, real or personal, wherever located ("property"), or other matters in which I from time to time have a personal or financial interest.

This Power of Attorney shall become effective on April 14, 1998, and shall continue until December 31, 1998, unless revoked by me by written instrument and recorded in the Cook County Recorder's Office.

In addition to having my authorization to execute the documents set forth on Exhibit A, my attorney shall have the power to perform the following:

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

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easements or changes of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

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

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

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

(8) To vote and give proxies to vote securities and approve or oppose mergers, consolidations, fore-closures, liquidations, reorganizations or changes in the financial structure of any organization, and all other matters which may come before the shareholders; and to enter into voting trusts and other agreements restricting the voting, transfer or other use or disposition of interests in any organization.

(9) To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts or other business or property-holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my attorney considers advisable.

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

(11) To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or

foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filings of a return or report, including without limitation federal or state income or gift tax, for any and all taxable years or periods; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports or other papers or documents, compromises or adjustments of any and all claims.

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

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

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

(15) To the extent my attorney thinks I might have done, to make, unconditionally or upon such terms and conditions as my attorney shall think fit, such donations or contributions to

publicly supported charities, private operating foundations and private foundations, all as defined in the Internal Revenue Code or any equivalent statute. My attorney shall have sole discretion in making such donations or contributions, or my attorney may also make subscriptions, for any reason that my attorney determines such donations, contributions or subscriptions shall be made.

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

(17) To substitute and appoint in my attorney's place and stead, on such terms and at such salary or compensation as my attorney shall think fit, one or more attorney or attorneys to exercise for me as my attorney or attorneys any or all of the powers and authorities hereby conferred and to revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such attorney or attorneys, as my attorney shall, from time to time think fit.

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

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

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

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

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

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98328506 Page 7 of 7

EXHIBIT A

All documents necessary to effectuate my personal guarantee, collateralized by a mortgage on my residence at 1529 W. Harrison, Ste. 1, Level 4 of (1) a Chicago, Illinois \$500,000.00 Term Note from Grandstand Auto Bath, L.P., an Illinois limited partnership ("Borrower"), to Transamerica Business Credit Corporation, and (2) a \$1,000,000.00 Note from Grandstand Auto Bath, L.P. to business loan center, Inc., such documents including:

- A. An environmental indemnity between Transamerica Business Credit Corporation, as Lender, Borrower, myself, and my husband, Stanford Bailey.
- B. My personal guarantee to Transamerica Business Credit Corporation of Borrower's obligations to it.
- C. My personal guarantee to Business Loan Center, Inc. of Borrower's obligations to it.
- D. Mortgage to be executed by myself and my husband, Stanford Bailey, to Business Loan Center, Inc. conveying a mortgage lien on my residence at 1529 W. Harrison, Suite #1, Level 4, Chicago, IL 60607 to collateralize my guarantee. Legal Description of such property is as follows:

THE NORTH 21.14 FEET OF LOT 9 IN GARIBALDI SQUARE, A SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.L.N.

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- E. Certification to Business Loan Center, Inc. to be executed by myself and my husband, Stanford Bailey, that we are not in arrears under any administrative order, court order or child support agreement.
- F. Compliance Agreement to be executed by myself and my husband, Stanford Bailey, with regard to the execution of additional financial documents.
- G. Any receipts with regard to notices that are to be delivered to me as a result of the foregoing transactions.