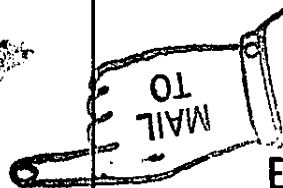


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Cook County Recorder 59.50

This Instrument prepared by and
after recording mail to:
Francis L. Keldermans
McBride Baker & Coles
500 W. Madison Suite 4000
Chicago, Illinois 60661



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE



SECOND AMENDMENT TO MORTGAGES AND ASSIGNMENTS
OF RENTS

This Second Amendment to Mortgages and Assignments of Rents (this "Second Amendment") is made the 7th day of February, 1999, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TO NBD TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST UNDER TRUST AGREEMENT DATED JULY 11, 1988 AND KNOWN AS TRUST NO. 2037-EG ("Trustee" or "Mortgagor"), GIOVANNI GULLO, THE GIOVANNI GULLO and MARIA GULLO FAMILY LIMITED PARTNERSHIP and ROBERT S. CLEMENTI, AS TRUSTEE OF THE GIOVANNI GULLO FAMILY TRUST II DATED AUGUST 10, 1993 and CIB BANK, an Illinois banking corporation, whose address is set forth below, as Mortgagee or Lender.

Article 1

DEFINITIONS

1.1 Definitions

All capitalized terms used in this Second Amendment shall have the following meanings:

- (a) Beneficiary: The owner of the beneficial interests under the Trust of the Trustee (the "Beneficiary").
- (b) Borrower: Giovanni Gullo and Maria Gullo Family Limited Partnership, an Illinois limited partnership.
- (c) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.

(d) Defaulted Interest Rate: The lesser of (i) the interest rate of three percent (3%) per annum over the Applicable Interest Rate (as defined in the Note), or (ii) the highest contract rate allowed by law.

(e) Event(s) of Default: The happenings and occurrences described as events of defaults or defaults the Mortgages, the Loan Agreement or any of the Other Security Documents.

(f) Fixtures: All fixtures located upon or within the Land or Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the Mortgaged Property.

(g) Guarantor: Giovanni Gullo and Robert S. Clementi as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 and each of their successors and assigns.

(h) Guaranty: The guaranties and reaffirmation of guaranties, or collectively the guaranties, of even date executed by Guarantor guaranteeing the Indebtedness and Obligations of the Trustee and Borrower under the Mortgages, this Second Amendment, the Note and any Other Security Documents.

(i) Indebtedness: The principal of and interest on and all other amounts, payments and premiums due under the Note and all other indebtedness or notes made by or from Mortgagor, Beneficiary, or Guarantor to Mortgagee under and/or secured by the Mortgages and/or the Other Security Documents, or any amendments, modifications, renewals and extensions of any of the foregoing, or any other loan documents by and between Mortgagor, Beneficiary, or Guarantor and Mortgagee.

(j) Land: The real estate described in Exhibit A attached hereto.

(k) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

(l) Loan Agreement: The Business Loan Agreement of even date herewith between Borrower and Lender.

(m) Mortgages: The following described Mortgages and Assignments of Rents (the "Mortgages")

1) Mortgage and Assignment of Rents dated January 25, 1996, and recorded March 5, 1996 with the Cook County Recorder of Deeds as document numbers 96165089 and 96165090, respectively, on real property commonly known as: SW Corner of Landmeier & Higgins Roads, Elk Grove, Village, IL

2) Mortgage and Assignment of Rents dated January 25, 1996, and recorded March 4, 1996 with the Du Page County Recorder of Deeds as document numbers R96-034926 and R96-034927, respectively, on real property commonly known as: East side of Wood Dale Road, 272 feet south of Devon, Elk Grove Village, IL

3) Mortgage and Assignment of Rents dated January 25, 1996, and recorded March 5, 1996 with the Cook County Recorder of Deeds as document numbers R96165093 and 96165094, respectively, on real properties commonly known as: NE corner of Lunt Ave. & IL Route 83, Elk Grove Village, IL and Southwest corner of Touhy & Estes Avenues, Elk Grove Village, IL

4) Mortgage and Assignment of Rents dated December 31, 1996, and recorded July 17, 1997 with the Cook County Recorder of Deeds as document numbers 97515634 and 97515635, respectively, on real properties commonly known as: NE corner of Lunt Ave. & IL Rte. 83, the SW corner of Touhy & Estes Aves., & approximately 14.5 acres at SW corner of Landmeier, Touhy & Higgins Roads, all in Elk Grove Village, IL

5) Mortgage and Assignment of Rents dated December 31, 1996, and recorded July 21, 1997 with the Du Page County Recorder of Deeds as document numbers R97-105150 and R97-105151, respectively, on real property commonly known as: East side of Wood Dale Road, 272 feet south of Devon, Wood Dale, IL

6) Mortgage and Assignment of Rents dated December 31, 1996, and recorded June 12, 1997 with the Du Page County Recorder of Deeds as document numbers R97-083738 and R97-083737, respectively, on real property commonly known as: 800 Wood Dale Road, Wood Dale, IL

7) Mortgage and Assignment of Rents dated January 25, 1996, and recorded March 5, 1996 with the Cook County Recorder of Deeds as document numbers 96165091 and 96165092, respectively, on real property commonly known as: NW side of Touhy & Estes, Elk Grove Village, IL

8) Mortgage and Assignment of Rents dated December 31, 1996, and recorded July 17, 1997 with the Cook County Recorder of Deeds as document numbers 97515636 and 97515637, respectively, on real property commonly known as: NW side of Touhy & Estes, Elk Grove Village, IL

9) Mortgage dated February 7, 1997 and recorded December 8, 1997 with the Cook County Recorder as document number 97920452 on real property commonly known as: Lots 1 & 2 in Woodfield Business Center III, SW corner of Commerce Dr. & Plum Grove Road & NW corner of Wiley Farm Court & Plum Grove Road, Schaumburg, IL

10) Mortgage dated June 24, 1998 and recorded _____, 1998 with the Cook County Recorder as document number _____ on real property commonly known as: Lots 3, 7 and 8 in Woodfield Business Center III, and located at the North side of Wiley

Farm Road, the East side of Basswood Road and the Southeast corner of Commerce Drive, respectively.

(n) Mortgaged Property: The Land, the Buildings, the Fixtures, the Leases and the Rents together with:

(i) all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in any way appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Leases and the Rents; and

(iii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards, or payments with respect to casualties.

(o) Mortgagee: CIB Bank, and its successors and assigns and the holders, from time to time, of the Note.

(p) Mortgagee's Address: 900 E. Higgins Road, Elk Grove Village, Illinois 60007.

(q) Mortgagor: The Trustee named as such in the preamble of the Mortgages, its successors and assigns and its successors in interest in and to the Mortgaged Property.

(r) Mortgagor's Address: c/o Gullo International, 1100 Landmeier Road, Elk Grove Village, Illinois 60007.

(s) Note: The Amended and Restated Promissory Note of even date herewith made by the Borrower and the Trustee to the order of Mortgagee, in the principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) together with all extensions, renewals, modifications and amendments thereof, secured, in part, by the Mortgages and this Second Amendment.

(t) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Borrower, the Trustee, the Guarantors or Mortgagor and others to or due to Mortgagee under and/or as set forth in the Note, the Mortgages, this Second Amendment under and/or secured by the Mortgages and/or the Other Security Documents, and any and all extensions, renewals, modifications and amendments of any of the foregoing.

(u) Other Security Documents: The First Amendment Documents, Loan Agreement, the Mortgage, the Loan Agreement and all documents, agreements, certificates, financing statements or security agreements executed by the Borrower, the Trustee, the Guarantors or the Beneficiary which

evidence or secure the Indebtedness or any prior indebtedness of the Trustee or the Borrower to the Lender.

(v) Subordination Agreement: The Subordination Agreement of even date herewith by and among the Borrower, the Lender and Giovanni Gullo as Creditor.

Article 2

RECITALS

2.1 On February 7, 1997 the Borrower executed a promissory note in favor of the Lender in the principal amount of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) (the "\$2,300,000. Note")

2.2 On March 2, 1997 the Borrower executed a promissory note in favor of the Lender in the principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) (the "\$1,200,000. Note").

2.3 On February 7, 1997 Robert S. Clementi, not individually, but as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 executed a promissory note in favor of the Lender in the principal amount of FOUR MILLION FIVE HUNDRED AND NO/100 DOLLARS (\$4,500,000.00) (the "\$4,500,000. Note") (hereinafter the \$2,300,000. Note, the \$1,200,000. Note and the \$4,500,000. Note are collectively referred to as the "Original Notes").

2.4 The Original Notes are secured by the Mortgages.

2.5 The Original Notes are guaranteed by Giovanni Gullo and by Robert S. Clementi, not individually, but as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 (the "Original Guaranty").

2.6 The aggregate principal amount of the Original Notes is EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00).

2.7 On February 7, 1998, the Borrower entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and First Amendment to Mortgage and Assignment of Rents (the "First Amendment Documents") whereby the principal amount of the Original Notes was increased from \$8,000,000.00 to EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00).

2.8 The Borrower has requested an extension of the Maturity Date of the Amended and Restated Promissory Note dated February 7, 1998 to February 7, 2000 (the "Extension").

2.9 Mortgagee has requested that in consideration of Mortgagee's agreement to consent to the Extension that all Guarantors reaffirm their Guaranties and guaranty the Note and all obligations of the Borrower under the Loan Agreement and the Other Security Documents.

2.10 Mortgagee is willing to amend, replace, restate and supersede the Original Notes (which will result in the Extension) only if (i) Borrower executes the Note (ii) the Guarantors reaffirm their obligations to Mortgagee under the Original Guaranty; (iii) Chicago Title Insurance Company ALTA Loan title Policies Numbers 75-93-136, 75-93-058 and 77-14-731 which insure the first lien granted Mortgagee under the Mortgages are all endorsed to show: (a) no new or additional liens or encumbrances on the Mortgaged Property other than shown on such policy on the date of issuance and (b) a "tie-in" endorsement showing that the Mortgages are cross collateralized among the various properties covered by the Title Policies (collectively the "Amendment Documents") and (v) Borrower pays Mortgagee's out-of-pocket closing costs in connection with this transaction, including without limitation, title insurance premiums and fees, escrow fees, recording fees, stamp and documentary taxes, and reasonable attorney's fees and expenses.

Article 3

AMENDMENT

3.1 The foregoing Definitions and Recitals are incorporated in this Article 3 as if set out in full in this Article. All references in any of the Other Security Documents to any Other Security Document(s) shall be deemed to be to such documents as modified by this Second Amendment and the Amendment Documents. Except as modified by this Second Amendment and the Amendment Documents the Mortgages and the Other Security Documents remain unmodified, and, as modified hereby, are hereby affirmed and ratified by the parties hereto.

3.2 The Mortgages are hereby amended to incorporate the provisions of this Second Amendment as set forth herein.

3.3 The Mortgagee hereby consents to the Extension.

3.4 The execution and delivery of this Second Amendment and the Amendment Documents in no way modifies, limits, impairs or releases Guarantors from any of the Guarantors' obligations or liabilities under their respective Guaranty or Reaffirmation of Guaranty. Guarantors hereby ratify and confirm each and every obligation of Guarantors under their respective Guarantees or Reaffirmations of Guarantees and hereby acknowledge that their obligations under their respective Guarantees or Reaffirmation of Guarantees continue in full force and effect and extend to all Indebtedness and Obligations of Borrower arising pursuant to the Note, the Mortgages and the Other Security Documents as amended by this Second Amendment and the Amendment Documents.

3.5 The execution, delivery and performance of this Second Amendment and the Amendment Documents has been duly authorized by the parties hereto by all requisite action, if any (including approvals of all shareholders, partners, members or beneficiaries).

3.6 Mortgagor, Borrower and Guarantors hereby covenant, represent and warrant to Mortgagee that:

(a) except as may be disclosed hereby, no Event of Default now exists under the Mortgages or the Other Security Documents and no event has occurred that would constitute an Event of Default with the mere passage of time of the giving of notice, or both,

(b) the Mortgages and the Other Security Documents, as amended by the Second Amendment and the Amendment Documents, are not subject to any right of rescission, set-off, counterclaim or defense, either at law or in equity, nor will the operation of any of the terms of the Mortgages or the Other Security Documents, as amended by this Second Amendment and the Amendment Documents, render the Mortgages or the Other Security Documents unenforceable, in whole or in part,

(c) Mortgagee, by entering into this Second Amendment and the Amendment Documents, does not waive any existing default or Event of Default under the Mortgages or the Other Security Documents, or any rights or remedies under the Mortgages or the Other Security Documents, except as expressly provided in this Second Amendment or the Amendment Documents; and

(d) Mortgagee has not heretofore waived any default or Event of Default under the Mortgages or the Other Security Documents

3.7 On the date hereof, Mortgagor, Borrower and the Guarantors have complied with all of the covenants set forth in the Mortgages, this Second Amendment and the Other Security Documents. As of the date hereof, all of the representations and warranties set forth in the Mortgages, this Second Amendment and the Other Security Documents, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date.

3.8 Mortgagor, Borrower and the Guarantors acknowledge and agree that every right, power and remedy of the Mortgagee under the Mortgages and the Other Security Documents, including this Second Amendment and the Amendment Documents, is in full force and effect, including, without limitation, such rights, powers and remedies relating to the Mortgages and all of the Other Security Documents as hereby amended, and the payment of the Indebtedness and the performance of the Obligations thereunder. Without limiting the foregoing, Mortgagor, Borrower and the Guarantors intend, by execution and delivery of this Second Amendment and the Amendment Documents do absolutely, irrevocably and unconditionally covenant and warrant to Mortgagee:

(a) The due and punctual payment of the Indebtedness due and payable under the Note, the Mortgages and the Other Security Documents, as amended by the Second Amendment and the Amendment Documents; and

(b) the performance by Mortgagor, Borrower and the Guarantors of all of their respective Obligations under the Mortgages and the Other Security Documents. Mortgagor, Borrower and the Guarantors acknowledge and declare that they have no defenses, claims, charges, pleas or setoffs whatsoever in law or in equity against the Mortgagee, the Mortgages and the Other Security Documents as amended by this Second Amendment and the Amendment Documents. Mortgagor, Borrower and the Guarantors hereby waive and release any and all defenses which might accrue to them by the execution of this Second Amendment and the Amendment Documents.

3.9 This Second Amendment shall inure to the benefit of and shall be binding upon the parties and the respective successors, assigns, legal representatives, heirs, beneficiaries, executors, members and administrators.

3.10 Submission of this Second Amendment for examination shall not bind Mortgagee in any manner, and no obligation of Mortgagee shall arise hereunder until this Second Amendment and all of the Amendment Documents have been executed by Mortgagor, Borrower, the Guarantors and Mortgagee.

3.11 Mortgagor, Borrower and the Guarantors hereby acknowledge and agree that the modifications contained in this Second Amendment and the Amendment Documents shall in no manner affect or impair the liens and security interests of the Mortgagee, which liens and security interests are hereby acknowledged by Mortgagor, Borrower and the Guarantors to be valid and subsisting first and prior mortgage or security liens, and all of the terms and provisions of the Mortgages, Loan Agreement and all of the Other Security Documents, shall be and remain in full force and effect as therein, except as modified by this Second Amendment and the Amendment Documents.

3.12 Pursuant to the requirements of the Illinois Collateral Protection Act, Mortgagor and Borrower are hereby notified as follows:

Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgages, the Loan Agreement or any of the other Loan documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in all of the Mortgaged Property or any other collateral for the Indebtedness or Obligations. This Insurance may, but need not protect Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Indebtedness or Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgages, the Loan Agreement or any of the other Loan Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the indebtedness or obligations, Mortgagor will be responsible for the costs of that insurance, including

interest in any other charges that Mortgagee may lawfully impose in connect with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding indebtedness. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

3.13 Pursuant to the Illinois Financial Institutions Sales Law, the Mortgagor and Borrower are hereby notified as follows: You may obtain insurance required in connection with the Mortgages from any licensed insurance agent, broker or firm that sells such insurance. Your choice of insurance provider will not affect the Mortgagee's credit decision or your credit terms.

3.14 The Mortgages are given, in part, to secure a revolving credit loan and shall secure not only presently existing Indebtedness under the Note and the Other Security Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of the Mortgages, although there may be no advance made at the time of execution of the Mortgages and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of the Mortgages shall be valid as to all indebtedness secured hereby, including future advances, from the time of the filing of this Second Amendment for record in the recorder's offices of the counties in which the Mortgaged Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that the Mortgagee, may, but shall not be obligated to, make under the Mortgages, the Note, this Second Amendment, any of the Other Security Documents or any other document with respect thereto or under any future extensions of credit, renewals, modifications or increases in extensions of credit to the Trustee, the Borrower, the Guarantors or any of them) at any one time outstanding may be substantially less but shall not exceed SEVENTEEN MILLION AND NO/100 DOLLARS (\$17,000,000.00) plus interest thereon plus any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property and interest on such disbursements, and all disbursements by Mortgagee pursuant to 735 ILCS 5/15-1302(b)(5) (all such Indebtedness being hereinafter referred to as the maximum amount secured hereby). The Mortgages shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

3.15 This Second Amendment and the Amendment Documents shall be governed by and construed according to the laws of the State of Illinois.

3.16 This Second Amendment is Executed by the Trustee, not individually, but in its capacity as Trustee under its Trust Agreements, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Second Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Second Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Second Amendment. Notwithstanding the foregoing the Mortgagee shall not be precluded from: (a) recovering any condemnation awards or

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

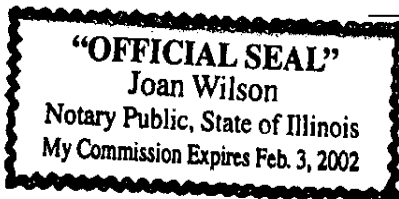
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By Annette N. Brusca
Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid do hereby certify Annette N. Brusca an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this (date) 10th day of March, 1999.

Joan Wilson
NOTARY PUBLIC



insurance proceeds attributable to the Mortgaged Property; Co) recovering any tenant security deposits, advance or pre-paid rents; (c) enforcing the personal liability of Borrower co-maker of the Note, of the payment of the Note and performance of this Second Amendment, the Mortgage or the Other Security Documents; and/or (d) enforcing the personal liability of the Guarantors.

IN WITNESS WHEREOF, intending to be legally bound hereby, Mortgagee, Mortgagor, Borrower and all of the Guarantors have duly executed this Second Amendment, the day and year first above written.

BORROWER:

Giovanni Gullo and Maria Gullo Family Limited Partnership

LENDER:

CIB Bank

By: *[Signature]*
Giovanni Gullo, General Partner

By: *[Signature]* Pres.
~~Nino Pellettieri~~ JOHN T. BEAN
Executive Vice President

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE UNDER TRUST NO. 2637-EG

By: _____
Its: _____
SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

Attest: _____
Its: _____
Attestation not required by American National Bank and Trust Company of Chicago by laws.

GUARANTORS:

[Signature]
Giovanni Gullo

[Signature]
Robert S. Clementi, as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Giovanni Gullo, personally known to me to be the same person whose name is subscribed to the foregoing Second Amendment, appeared before me this day in person and acknowledged that he signed and delivered this Second Amendment as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9 day of March, 1999.

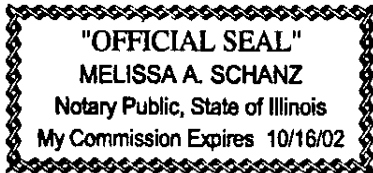


Melissa Schanz
Notary Public
Commission expires: 10.16.02

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Robert S. Clementi, as Trustee of the Giovanni Gullo Family Trust II, appeared before me this day and subscribed his signature as Trustee to the foregoing Second Amendment and acknowledged that he signed and delivered the said Second Amendment as his free and voluntary act, and pursuant to authority granted to him pursuant to the Trust Agreement dated

GIVEN under my hand and official seal this 9 day of March, 1999



Melissa Schanz
Notary Public
Commission expires: 10.16.02

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On March __, 1999 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the _____ and _____, respectively, on behalf of **American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement known as Trust No 2637-EG** the corporation therein named and acknowledged to me that the execution thereof was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for the State of Illinois

My commission expires:

CLERK OF COOK COUNTY CLERK'S OFFICE

EXHIBIT A

LEGAL DESCRIPTIONS

GROUP I

PARCEL 1:

LOTS 39 TO 73 INCLUSIVE (EXCEPT THAT PART OF LOTS 39, 40 AND 41 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 12, 1965 AS DOCUMENT NO. 19461522 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 39, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGGINS ROAD WITH THE SOUTHEASTERLY LINE OF LANDMEIER ROAD, AS THE SAME ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOTS 39, 40 AND 41, BEING ALSO THE SOUTHWESTERLY LINE OF HIGGINS ROAD, A DISTANCE OF 113.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 182.21 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 39, DISTANCE 7.02 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 39, AS MEASURED ALONG THE WESTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET TO A NORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 39, A DISTANCE OF 100.96 FEET TO THE POINT OF BEGINNING) AND EXCEPT THAT PART OF LOTS 39 THROUGH 45 TAKEN IN CASE NO. 91L50348 DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF LOT 45 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE NORTHWESTERLY LINE OF 66 FOOT WIDE RIGHT OF WAY OF LELA STREET SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 227.42 FEET; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF LANDMEIER ROAD AS RECORDED PER DOCUMENT NUMBER 19133687 A DISTANCE OF 55.08 FEET ALONG AN ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 22 SECONDS AND WHOSE CHORD OF 54.77 FEET BEARS SOUTH 50 DEGREES 55 MINUTES 58 SECONDS EAST; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 173.57 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 46 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91L50346 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 46 IN SAID STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF 66.00 FOOT WIDE RIGHT OF WAY OF LELA STREET NORTH 49 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The Southwest Corner of Landmeier and Higgins Road, Elk Grove Village, Illinois

P.I. Nos.:	85-26-405-013-0000	08-26-405-014-0000	08-26-405-015-0000
	85-26-405-016-0000	85-26-405-017-0000	08-26-405-018-0000
	85-26-406-001-0000	85-26-406-002-0000	08-26-406-003-0000
	85-26-406-004-0000	85-26-406-005-0000	85-26-406-006-0000
	08-26-406-007-0000	08-26-406-008-0000	85-26-406-009-0000
	08-26-406-010-0000	08-26-406-011-0000	85-26-406-012-0000
	08-26-406-013-0000	08-26-406-014-0000	08-26-405-012-0000
	08-26-406-015-0000	08-26-406-016-0000	08-26-406-017-0000
	08-26-406-018-0000	08-26-406-019-0000	08-26-406-020-0000
	85-26-406-021-0000	08-26-406-022-0000	08-26-406-023-0000
	08-26-406-024-0000	08-26-406-025-0000	08-26-406-026-0000
	08-26-406-027-0000	08-26-406-028-0000	08-26-403-015-0000
	08-26-405-001-0000	08-26-405-002-0000	08-26-405-003-0000
	08-26-405-004-0000	08-26-405-005-0000	08-26-405-006-0000
	08-26-405-007-0000	08-26-405-008-0000	08-26-405-009-0000
	08-26-405-010-0000	08-26-405-011-0000	

PARCEL 2:
 LOTS 74 TO 84 BOTH INCLUSIVE (EXCEPT THE NORTHWESTERLY 7 FEET OF SAID LOT 84 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 21, 1964 AS DOCUMENT NO. 19133687) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF LOT 6 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER (HEREINAFTER DESCRIBED) LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTREX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOUHY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTREX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND: - THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD: - BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOT LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING).

SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER BEING PART OF SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT ACKNOWLEDGED ON THE 4TH DAY OF DECEMBER, 1916, BY RICHARD LANDMEIER, ALBERT LANDMEIER, OTTO

LANDMEIER AND GUSTAV LANDMEIER AND FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396.

Property of Cook County Clerk's Office

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHERLY 10 FEET OF NORTHERLY 40 FEET OF THAT PART OF LOT 6 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396, LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011609), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD; BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG

SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Commonly known as: The Southwest Corner of Landmeier, Touhy and Higgins Roads, Elk Grove Village, Illinois

P.I. Nos.: 08-26-405-001 through 08-26-405-018, 08-26-406-001 through 08-26-406-028 and 08-26-403-015

GROUP II

PARCEL 2:
LOT 403 IN CENTEX INDUSTRIAL PARK UNIT 250, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The Southwest Corner of Touhy and Estes Avenues, Elk Grove Village, Illinois

P.I. No.: 08-34-100-077

PARCEL 4:
LOT 4 AND THE NORTH 63.05 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF LOT 3 IN EMMA KRUEGER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 3 AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 16, 1948 AS DOCUMENT NUMBER 554217, IN DU PAGE COUNTY, ILLINOIS.

Commonly known as: The East Side of Wood Dale Road 272 Feet South of Devon Avenue Elk Grove Village, Illinois

P.I. No.: 03-03-100-002
03-03-100-003

PARCEL 5:
THE SOUTH 125.62 FEET OF THE NORTH 188.67 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF LOT 3 IN EMMA KRUEGER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 3 AND PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

SEPTEMBER 16, 1948 AS DOCUMENT NUMBER 554217, IN DU PAGE COUNTY, ILLINOIS.

Commonly known as: The East Side of Wood Dale Road
272 Feet South of Devon Avenue
Elk Grove Village, Illinois

P.I. No.: 03-03-100-002
03-03-100-003

GROUP III

LOT 1, 2, 3, 7 AND 8 IN WOODFIELD BUSINESS CENTER III, BEING A RESUBDIVISION OF LOTS 103, 105 AND 106 IN WOODFIELD BUSINESS CENTER TWO-EAST, PHASE I, PER DOCUMENT NUMBER 26501313, ALSO BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED 10 16, 1997 AS DOCUMENT NUMBER 97768945, IN COOK COUNTY, ILLINOIS.

Commonly known as: Lots 1 and 2 - The Northwest Corner of Wiley Farm Court and Plum Grove Road
Schaumburg, Illinois 60173
Lot 3 - The North side of Wiley Farm Road
Lot 7 - The East side of Basswood Road
Lot 8 - The Southeast corner of Commerce Drive

P.I. No.: 07-11-102-006
07-11-102-008
07-11-102-009