

Property of Cook County Clerk
Secretary of Fluid Management, Inc.

[Handwritten Signature]

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of this 31st day of October, 1989.

The undersigned certifies that: (1) he is the duly elected, qualified and acting Secretary of Fluid Management, Inc., a Delaware corporation ("Corporation"), which corporation is the duly appointed Managing General Partner of Bethesda Investors Limited Partnership, a limited partnership organized under the laws of Illinois (the "Partnership"); (2) attached hereto is a true and correct copy of resolutions duly adopted by the director of the Corporation, which authorize any president or any vice president of the Corporation on behalf of the Corporation as managing general partner of the Partnership to execute and deliver to THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") that certain Bethesda Investors Limited Partnership Amended and Restated Credit Agreement dated as of October 31, 1989 between the Partnership and the Lender, that certain Mortgage dated as of October 31, 1988 and certain other documents related to the foregoing or necessary to effect the transactions contemplated thereby; and (3) the attached resolutions have not been rescinded and are in full force and effect as of the date of this Certificate.

SECRETARY'S CERTIFICATE

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RESOLVED FURTHER, that all acts and deeds heretofore done by any officer or officers of the Corporation, for and on behalf of the Partnership, in entering into, executing and delivering any documents, instruments or agreements carrying out the terms and intent of the foregoing resolutions are hereby ratified, approved and confirmed in all respects; and

RESOLVED FURTHER, that the foregoing resolutions are, and each of them hereby is, authorized and directed to be taken any and all such actions as such officers may deem necessary or appropriate to carry out the purpose and intent of these resolutions; and

RESOLVED FURTHER, that any president or any vice president of the Corporation, shall be, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the Partnership, all of the foregoing documents, and such other documents and instruments as the officers of the Corporation execute in carrying out the intent and purpose of these resolutions;

RESOLVED, that the Corporation, for and on behalf of the Partnership (1) shall execute and deliver to the First National Bank of Chicago (the "Lender") the following documents all dated as of October 31, 1989: (a) that certain Bethesda Investors Limited Partnership Amended and Restated Credit Agreement; (b) that certain replacement Note in the aggregate principal amount of \$3,125,000; (c) that certain Mortgage; (d) that certain First Amendment to Mortgage, Leasehold Mortgage and Assignment of Leases and Rents; (e) that certain Environmental Indemnity; (f) that certain Assignment of Leases and Rents; and (g) that certain financing statement; and (2) that certain Realization of Guaranty Contracting the Partnership's guaranty of certain obligations of Bethesda Investors Limited Partnership to the Lender; and (3) shall enter into the transactions contemplated by such documents; and

**FLUID MANAGEMENT, INC.
DIRECTORS' RESOLUTIONS**

UNOFFICIAL COPY

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- 3 -

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Dated as of October 31, 1989

RESOLVED FURTHER, that these resolutions shall constitute the corporation's approval of the foregoing as required by Section 8.2 of the Amended and Restated Agreement of Limited Partnership of the Partnership.

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Patrick M. Hardiman
Hopkins & Butler
Three First National Plaza
Suite 3800
Chicago, Illinois 60602

Done
11/5/89

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING PLEASE RETURN TO:

C. The Lender has previously agreed, subject to the terms and conditions of the Bethesda Credit Agreement to make available a certain credit facility to Bethesda in the maximum aggregate principal amount of TWO MILLION THREE HUNDRED SIXTY-TWO THOUSAND DOLLARS (\$2,362,000) (the "Existing Bethesda Loan"), which amount is evidenced by a promissory note payable to the Lender from Bethesda, dated as of November 17, 1988 (the "Bethesda Note").

B. Fluid Management and the Lender have previously entered into a certain Credit Agreement dated as of November 17, 1988 (the "Fluid Management Credit Agreement"), which has been amended and restated as of the date hereof (the "Amended and Restated Fluid Management Credit Agreement," and collectively with the Amended and Restated Bethesda Credit Agreement, the "Amended and Restated Credit Agreements").

A. Bethesda and the Lender have previously entered into a certain Credit Agreement, dated as of November 17, 1988 (the "Bethesda Credit Agreement"), which has been amended and restated as of the date hereof (the "Amended and Restated Bethesda Credit Agreement").

RECITALS:

THIS FIRST AMENDMENT TO MORTGAGE, LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS (the "Amendment") is entered into as of this 31st day of October, 1989, among BETHESDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership ("Bethesda"), FLUID MANAGEMENT LIMITED PARTNERSHIP, an Illinois limited partnership ("Fluid Management"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association (the "Lender").

599 and 605 Wheeling Road,
Wheeling, Cook County, Illinois
P.I.N. 03-11-300-004
302 South Stewart Avenue and
335-45 Stewart Avenue, Addison,
Du Page County, Illinois
P.I.N. 03-11-300-005
03-11-300-007
302 South Stewart Avenue and
335-45 Stewart Avenue, Addison,
Du Page County, Illinois
P.I.N. 03-29-303-003
03-29-303-008

Cook County Property Address: Du Page County Property Address:

FIRST AMENDMENT TO MORTGAGE, LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

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NOT IDENTIFIED

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to amend various other provisions in the Bethesda Credit amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) and Existing Bethesda Loan so as to provide for additional loans

g. Bethesda and Lender desire to restructure the Existing Bethesda Loan so as to provide for additional loans (the "Bethesda Additional Loan") in an aggregate principal amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) and to amend various other provisions in the Bethesda Credit

(1) a certain mortgage (the "Mortgage," and collectively with the Leasehold Mortgage, the "Existing Mortgages") from Bethesda, filed with the Registrar of Titles of Cook County, Illinois ("Registrar") on November 23, 1988, as document LR3755764, encumbering certain real property located in Cook County, Illinois as more specifically described on Exhibit B hereto; and

(2) a certain leasehold mortgage (the "Leasehold Mortgage") from Fluid Management, recorded with the Du Page County Recorder's Office on November 21, 1988, as document R88-133211, encumbering certain real property located in Du Page County, Illinois, as more specifically described on Exhibit A hereto;

f. The Existing Loans are secured by, among other things, the following documents and instruments, each dated as of November 17, 1988:

(collectively, the "Guarantees"), indemnity from Fluid Management, dated as of November 17, 1988, and a certain Environmental certain guarantees from Bethesda and Fluid Management, each dated as of November 17, 1988 (the "Fluid Management Note").

d. The Lender has previously agreed, subject to the terms and conditions of the Fluid Management Credit Agreement, to make available certain credit facilities to Fluid Management in the maximum aggregate principal amount of THIRTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$13,700,000) (the "Existing Fluid Management Loan," and collectively with Existing Bethesda Loan, the "Existing Loans"), which amount is evidenced by a promissory note payable to the Lender from Fluid Management, dated as of November 17, 1988 (the "Fluid Management Note").

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1. Cross-Collateralization. The amount of indebtedness and obligations secured by the existing security

NOW, THEREFORE, for and in consideration of the Additional Loans and for other good and valuable consideration, the receipt of which is hereby acknowledged, Bethesda, Fluid Management and the Lender agree as follows:

K. As a condition to the Lender's making the Additional Loans available to Bethesda and Fluid Management, Bethesda and Fluid Management have agreed, among other things, to modify the existing security documents as provided hereinbelow.

J. The Lender has agreed to make the Fluid Management Additional Loan to Bethesda and Fluid Management, subject to the terms and conditions of the Amended and Restated Fluid Management Credit Agreement, to be evidenced by a certain promissory note of even date herewith which shall replace and be combined with the Fluid Management Note (the "Fluid Management Replacement Note," and collectively with the Bethesda Replacement Note, the "Replacement Notes"), in the maximum aggregate principal amount of SIXTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$16,700,000).

I. The Lender has agreed to make the Bethesda Additional Loan available to Bethesda, subject to the terms and conditions of the Amended and Restated Bethesda Credit Agreement, to be evidenced by a certain promissory note of even date herewith which shall replace and be combined with the Bethesda Note (the "Bethesda Replacement Note"), in the maximum aggregate principal amount of THREE MILLION ONE HUNDRED TWELVE THOUSAND DOLLARS (\$3,112,000).

H. Fluid Management and Lender desire to restructure the existing Fluid Management Loan so as to provide for additional loans (the "Fluid Management Additional Loan," and collectively with the Bethesda Additional Loan, the "Additional Loans," and collectively with the existing Loans, the "Credit"), in an aggregate principal amount of THREE MILLION DOLLARS (\$3,000,000) and to amend various other provisions in the Fluid Management Credit Agreement as provided in the Amended and Restated Fluid Credit Agreement.

Agreement as provided in the amended and Restated Bethesda Credit Agreement and to add as additional security a mortgage and an assignment of leases and rents on the real property located at 555 Exchange Court, Wheeling, Cook County, Illinois, both from Bethesda and both of even date herewith (collectively, the "Additional Security Documents").

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Documents is hereby increased and expanded such that each of the Existing Security Documents shall secure, in addition to the Existing Loans, repayment of the Additional Loans and any and all interest accruing thereon and other sums relating thereto and the performance and satisfaction of all covenants, agreements and obligations of Bethesda and Fluid Management, or either of them, under the Additional Security Documents and the Amended and Restated Credit Agreements. It is understood and agreed that the Existing Security Documents and the Additional Security Documents are hereby fully cross-collateralized and shall each secure the entire Credit.

2. Cross-Default. The Existing Security Documents are hereby modified such that a Default, an Event of Default or a Mortgage Default under the Replacement Notes, the Additional Security Documents, the Amended and Restated Credit Agreements, or any other document or instrument evidencing, securing or relating to the Additional Loans (collectively, the "Additional Loan Documents") shall constitute a Default, an Event of Default or a Mortgage Default, as the case may be, under the Existing Security Documents and any other document or instrument evidencing, securing or relating to the Existing Loans (collectively, the "Existing Loan Documents"). It is understood and agreed that the Existing Loan Documents and the Additional Loan Documents are hereby fully cross-defaulted. All notice, cure and grace periods under each of the Existing Loan Documents and the Additional Loan Documents, if any, shall run concurrently.

3. Bethesda Credit Agreement/Note References. Reference to the Bethesda Credit Agreement or the Bethesda Note in any of the Existing Loan Documents shall hereinafter mean the Amended and Restated Bethesda Credit Agreement and the Bethesda Replacement Note, respectively.

4. Fluid Management Credit Agreement/Note References. Reference to the Fluid Management Credit Agreement or the Fluid Management Note in any of the Existing Loan Documents shall hereinafter mean the Amended and Restated Fluid Management Credit Agreement and the Fluid Management Replacement Note, respectively.

5. Affirmation. Except as specifically amended hereby, all of the terms of the Existing Security Documents shall remain unchanged and in full force and effect and are hereby fully ratified and affirmed, as amended by this Amendment.

3837972

BY: [Signature]
SENECA VICE President

Attest: [Signature]
BY: [Signature]

BY: FLUID MANAGEMENT, INC.,
its managing general partner

FLUID MANAGEMENT LIMITED PARTNERSHIP,
an Illinois limited partnership
FLUID MANAGEMENT:

BY: [Signature]
SENECA VICE President

Attest: [Signature]
BY: [Signature]

BY: FLUID MANAGEMENT, INC.,
its managing general partner

BETHESDA INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership
BETHESDA:

BY: [Signature]
Its:

THE FIRST NATIONAL BANK OF CHICAGO,
a national banking association

LENDER:

IN WITNESS WHEREOF, Bethesda, Fluid Management and the Lender have caused this Amendment to be duly executed as of the date first written above.

7. Captions. The captions and headings of various Sections of this Amendment are for convenience only and are not to be considered in defining or limiting in any way the scope or intent of the provisions hereof.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

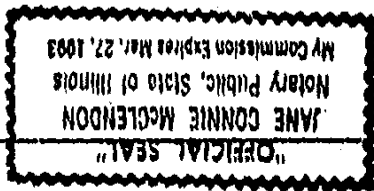
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Property of Cook County Clerk

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My Commission Expires:

Jane Connie McLendon
NOTARY PUBLIC

June, 1989
No. member... Exam

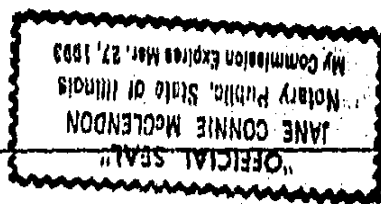
I, Jane Connie McLendon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that East Coast Corporation and Thomas & Company the Secretary and Secretary, respectively, of FLUID MANAGEMENT, INC., the managing general partner of BETHESDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of such managing general partner, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said managing general partner and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of June, 1989

STATE OF Illinois
COUNTY OF Clark
SS

3837972

Property of Cook County Clerk



My Commission Expires:

Jane Connie McLendon
NOTARY PUBLIC

November
June, 1989

GIVEN under my hand and Notarial Seal this 2 day of

I, Jane Connie McLendon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earl D. Zupanic and Thomas E. [unclear] the Secretary of FLUID MANAGEMENT, INC., the managing general partner of FLUID MANAGEMENT LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of such managing general partner, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said managing general partner and limited partnership, for the uses and purposes therein set forth.

STATE OF Illinois
COUNTY OF Cook
SS

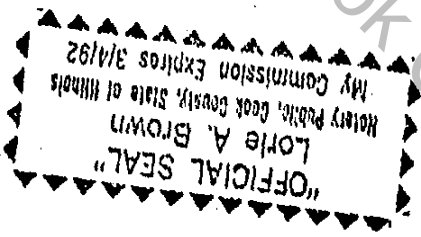
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Property of Cook County Clerk

3837972



My Commission Expires: 3-4-92

NOTARY PUBLIC
Lorie A. Brown

Now, GIVEN under my hand and Notarial Seal this 2nd day of June, 1989.

I, Lorie A. Brown, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randall Taylor, a vice president of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

03-29-300-003
03-29-303-008

P.I.N.:

Property Address: 302 South Stewart Avenue
335-45 Stewart Avenue
Addison, Du Page County, Illinois

LOT 54, LOT 55 AND LOT 56 EXCEPT SOUTH 20 FEET THEREOF IN
ADDISON INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION
29, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17,
1969 AS DOCUMENT R69-49667, IN DU PAGE COUNTY, ILLINOIS.

Legal Description

EXHIBIT A

UNOFFICIAL COPY

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03-11-300-004-000
03-11-300-005-000
03-11-300-007-000

P.I.N.:

605 South Wheeling Road
Wheeling, Illinois

599 South Wheeling Road
Wheeling, Illinois

Property Addresses:

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN
 BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE
 EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, AND APT OF THE WEST 1/2 OF SECTION
 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE
 OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON
 DECEMBER 13, 1955 AS DOCUMENT NUMBER LR 1639763 AND CERTIFICATE
 OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT
 NUMBER LR 1713481 IN COOK COUNTY, ILLINOIS.

LOT 6 (EXCEPT THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF
 HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2
 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11,
 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF
 THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER
 13, 1955 AS DOCUMENT LR1639763.

Legal Description

EXHIBIT B