

AGREEMENT TO PROVIDE INSURANCE

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Grantor: Homewood Chicago Heights Group Venture, LLC
935 W. 175th St.
Homewood, IL 60430

INSURANCE REQUIREMENTS. Grantor, Homewood Chicago Heights Group Venture, LLC ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch ("Borrower") by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: 1722-1744 Ridge Road, Homewood, IL 60430.

Type: Fire and extended coverage.

Amount: Full Insurable Value.

Basis: Replacement value.

Endorsements: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

Comments: Please list Barrington Bank & Trust Company as lender loss payee.

Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE. Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at 1722-1744 Ridge Road, Homewood, IL 60430.

Should the Collateral at any time be deemed to be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of January 22, 2016, or earlier. **UNLESS GRANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GRANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GRANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE COLLATERAL. GRANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION 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 GRANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON GRANTOR'S OWN.**

IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

AGREEMENT TO PROVIDE INSURANCE
(Continued)

Loan No: 570018495-1

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 22, 2016.

GRANTOR:

HOMEWOOD CHICAGO HEIGHTS GROUP VENTURE, LLC

HEROIC INVESTORS LLC, Manager of Homewood Chicago Heights Group Venture, LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: Cathy S. Wloch
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC., Manager of Heroic Investors LLC

By: Ramon M. Navsky
Ramon M. Navsky, Manager of MGD Investments, LLC.

FOR LENDER USE ONLY INSURANCE VERIFICATION		
DATE: _____		PHONE _____
AGENT'S NAME: _____		
AGENCY: _____		
ADDRESS: _____		
INSURANCE COMPANY: _____		
POLICY NUMBER: _____		
EFFECTIVE DATES: _____		
COMMENTS: _____		

APPRAISAL REPORT

REDEVELOPMENT LAND PARCEL
1722-1744 RIDGE ROAD
HOMWOOD, COOK COUNTY, ILLINOIS

PREPARED FOR
WINTRUST FINANCIAL CORPORATION
AND
BARRINGTON BANK AND TRUST
1101 LAKEVIEW PARKWAY
VERNON HILLS, ILLINOIS 60061

SARGEANT
REALTY ADVISORS, INC.

COMMERCIAL REAL ESTATE APPRAISERS, BROKERS AND CONSULTANTS



7720 West Touhy Avenue, Suite A – Chicago, Illinois 60631-4064
773.467.4400 www.sargeantrealty.com

January 15, 2016

Ms. Lisa Peterman
Real Estate Services
Wintrust Financial Corporation
1101 Lakeview Parkway
Vernon Hills, Illinois 60061
Appraisals@wintrust.com

**Re: Redevelopment Land Parcel
1700-1780 Ridge Road
Homewood, Cook County, Illinois**

Dear Ms. Peterman:

We are pleased to submit this appraisal report. As directed, Sargeant Realty Advisors, Inc. conducted an appraisal of the above referenced property, presented in a summary format.

At your direction, an inspection of the subject property was conducted on January 2, 2016. The subject site is a rectangular-shaped interior parcel of land located along the north side of Ridge Road, four blocks east of Dixie Highway in the Village of Homewood, Cook County, Illinois. Per tax parcel maps, the site features approximately 310.00 feet of frontage along the north side of Ridge Road and a maximum depth of 198.40 feet. According to the Cook County Assessor, the total gross site area is approximately 61,379 square feet or 1.41 acres. The subject site is zoned B-1 (CBD) Central Business District and within the Downtown Overlay District by the Village of Homewood.

No access to the subject property was made available to the appraisers. This assignment is based on an exterior property inspection only, viewing those areas of the property visible from the exterior. All information regarding the subject was obtained from public records and an exterior inspection. On the date of inspection, the site was improved with two commercial buildings, one mixed-use retail-residential building and a paved parking lot. The buildings were constructed between 1928 and 1953 and are vacant and reportedly exhibit levels of deferred maintenance. It is the intention of current ownership to raze the structures and hold the property site for future development.

The overwhelming value of the property is in the land and not the improvements. There is a larger buyer pool for the subject as a 1.41 acre commercially zoned parcel of land than as older outdated commercial buildings. Given this fact, we have determined the current improvements to have no contributory value. The highest and best use of the subject is for commercial re-development when financially feasible.

The purpose of this appraisal is to estimate the As Is Market Value of the fee simple estate in the subject property, as of January 2, 2016, the date of inspection. The intended use of this appraisal is for the sole use of Wintrust Financial Corporation and Barrington Bank and Trust, its affiliates and loan participants for purposes of loan underwriting, asset management or asset disposition. The market value estimate reported herein is based on the definition of Market Value as set forth by the Office of the Comptroller of the Currency. No other parties are authorized to rely upon this report without the express written consent of Sargeant Realty Advisors, Inc.

Ms. Lisa Peterman
Wintrust Financial Corporation
January 15, 2016
Page 2

The data considered in this engagement was obtained from what are believed to be reliable sources, including the client, property owner, real estate brokers and appraisers, public records, and published sources. This appraisal report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation. This report is also intended to comply with Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989. This appraisal has been conducted in compliance with the Code of Ethics of the Appraisal Institute.

Your attention is directed to the attached appraisal report in which we have provided the relevant information and analysis relied upon in arriving at our conclusions. This appraisal report is subject to the Assumptions and Limiting Conditions presented in this report.

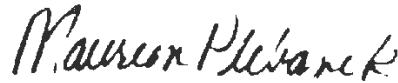
Thank you for this opportunity to be of service.

Respectfully submitted,

SARGEANT REALTY ADVISORS, INC.



George W. Sargeant, MAI, CCIM
Certified General Real Estate Appraiser
Illinois License No. 553.000242
License Expires September 30, 2017



Maureen Plebanek
Certified General Real Estate Appraiser
Illinois License No. 553.001786
License Expires September 30, 2017

GWS/MP/mp/SRA15270



COMMERCIAL REAL ESTATE APPRAISERS, BROKERS AND CONSULTANTS

TABLE OF CONTENTS

SUBJECT PHOTOGRAPHS	1
CERTIFICATION.....	6
SALIENT FACTS AND CONCLUSIONS.....	8
ASSUMPTIONS AND LIMITING CONDITIONS	10
EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS.....	12
APPRAISAL PREFACE.....	13
SUBJECT PROPERTY MAPS.....	17
GENERAL AREA OVERVIEW.....	18
MARKET AREA OVERVIEW	30
TAX PARCEL MAP	35
SITE DESCRIPTION	36
REAL ESTATE TAXES.....	39
HIGHEST AND BEST USE	40
VALUATION METHODOLOGY.....	42
LAND VALUATION	43
FINAL VALUE CONCLUSION.....	51
PROFESSIONAL QUALIFICATIONS	52
ADDENDA	56

SUBJECT PHOTOGRAPHS



Aerial overview



Aerial close-up (Boundaries are illustrative only)

SUBJECT PHOTOGRAPHS



South Elevation of Mixed Use Building



South Elevation of Mixed Use Building and Commercial Building

SUBJECT PHOTOGRAPHS



South and East Elevation of Commercial Building



Parking Lot and Vacant Lot

SUBJECT PHOTOGRAPHS



Parking Lot



View of Subject Property Looking East from Highland Avenue

SUBJECT PHOTOGRAPHS



Ridge Road Eastbound (subject is to the left)



Ridge Road Westbound (subject is to the right)

CERTIFICATION

We certify to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal, such as the approval of a loan or the closing of a sale.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

Maureen Plebanek made a personal inspection of the property that is the subject of this report. George W. Sargeant, MAI did not conduct a personal inspection of the subject property.

No one provided significant real property appraisal assistance to the persons signing this certification.

As of the date of this report, George W. Sargeant, MAI has completed the continuing education program of the Appraisal Institute.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Code of Professional Ethics of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

George W. Sargeant, MAI and Maureen Plebanek have extensive experience in the valuation of similar property types to the subject property and has complied with the Competency Provision of the Uniform Standards of Professional Appraisal Practice.

Based upon our analysis, which is subject to the assumptions and limiting condition contained herein, we estimate the **As Is Market Value** of the **Fee Simple Estate** in the subject property, as of **January 2, 2016**, to be **\$440,000**.

George W. Sargeant

George W. Sargeant, MAI, CCIM
Certified General Real Estate Appraiser
Illinois License No. 553.000242
License Expires September 30, 2017

Maureen Plebanek

Maureen Plebanek
Certified General Real Estate Appraiser
Illinois License No. 553.001786
License Expires September 30, 2017

SALIENT FACTS AND CONCLUSIONS

Subject Property	Redevelopment Land Parcel 1722-1744 Ridge Road Homewood, Cook County, Illinois
Permanent Index No.'s	29-31-406-014, -015, -016, -018, -019, -020 and -024
Highest and Best Use	As Vacant Commercial development. As Improved Demolition and commercial development when financially feasible
Interest Appraised	Fee Simple Estate
Inspection Date	January 2, 2016
Property Summary	The subject site is a rectangular-shaped interior parcel of land located along the north side of Ridge Road, four blocks east of Dixie Highway in the Village of Homewood, Cook County, Illinois. Per tax parcel maps, the site features approximately 310.00 feet of frontage along the north side of Ridge Road and a maximum depth of 198.40 feet. According to the Cook County Assessor, the total gross site area is approximately 61,379 square feet or 1.41 acres. The subject site is zoned B-1 (CBD) Central Business District and within the Downtown Overlay District by the Village of Homewood.

No access to the subject property was made available to the appraisers. This assignment is based on an exterior property inspection only, viewing those areas of the property visible from the exterior. All information regarding the subject was obtained from public records and an exterior inspection. On the date of inspection, the site was improved with two commercial buildings, one mixed-use retail-residential building and a paved parking lot. The buildings were constructed between 1928 and 1953 and are vacant and reportedly exhibit levels of deferred maintenance. It is the intention of current ownership to raze the structures and hold the property site for future development.

The overwhelming value of the property is in the land and not the improvements. There is a larger buyer pool for the subject as a 1.41 acre commercially zoned parcel of land than as older outdated commercial buildings. Given this fact, we have determined the current improvements to have no contributory value. The highest and best use of the subject is for commercial re-development when financially feasible.

VALUATION SUMMARY	
<i>Value Perspective:</i>	<i>As Is Market Value Fee Simple Estate</i>
Effective Date	January 2, 2016
Land Value As Vacant	\$490,000
Cost Approach	Not Applicable
Sales Comparison Approach	\$440,000
Income Capitalization Approach	Not Applicable
Concluded Value	\$440,000

ASSUMPTIONS AND LIMITING CONDITIONS

Unless otherwise stated within this report, it is assumed that title to the property appraised is clear and marketable. We are not aware of any title defects nor have we been advised of any potential defects. The client is urged to retain the services of a professional in this field.

Unless otherwise stated in this report, it is assumed that the existing improvements on the property are structurally sound, and that all mechanical systems are in good working order. We are not engineers, and are not qualified to judge matters of an engineering nature. The client is urged to retain the services of a professional in this field.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present at the property, was not observed by us. We have no knowledge of the existence of such materials at the property. The presence of such substances as asbestos, contaminated soils, or contaminated ground water could cause a material loss in value of the property. The client is urged to retain the services of a professional in this field.

It is assumed that the factual data provided by the client or its agents in connection with this appraisal is accurate and correct unless stated otherwise within this report. Such factual data may include: Assessor's permanent index numbers, site dimensions and land area, building dimensions and gross building area, net rentable area, useable area, rent schedules, leases, other income data, historic operating expenses, budgets, and related data. Any material error in any of the data cited could have a substantial impact on the value of the property.

Any value estimate provided in this report pertains to the entire property, and any pro-ratio or division of the title into fractional interests will invalidate the value estimate, unless such pro-ratio or division of interests has been set forth in this report.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or improvements are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.

It is assumed the property is in full compliance with all applicable federal, state, and local laws and regulations. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government, or private entity or organization, have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.

The property is appraised assuming prudent and competent management and ownership; neither in efficient nor super-efficient.

If a plat of survey or legal description was furnished as part of this assignment, we have relied upon such information as being true and accurate. No survey of the boundaries of the property was undertaken as part of this assignment, and all areas and dimensions furnished are assumed correct.

The maps, plats, sketches, photographs, and other exhibits contained in this report are for illustrative purposes only and are to be utilized only to assist in visualizing matters discussed in this report. None of the exhibits are to be removed, reproduced, or used apart from this report.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific analysis of this property to determine whether it is in conformance with the various details of the ADA.

It is possible a compliance survey could reveal that the property is not in compliance with the ADA. Since we have no specific information relating to this matter, the effect of possible non-compliance with the ADA was not considered in the appraisal of the subject property.

Neither all or part of this report (particularly, the conclusions of value, the identity of the appraiser or firm, or any reference to the Appraisal Institute or its professional designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author(s) of this report.

Unless specifically set forth within this report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property at the value stated. Such decisions involve investment strategy and tax consequences that must specifically be addressed through consultation.

We are not required to give testimony or attendance in court by reason of this appraisal report, with reference to the property in question, unless prior arrangements have been made.

Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions set forth in this report. It is the responsibility of the client, or the client's agent, to read in full, comprehend and thus become aware of the Assumptions and Limiting Conditions. Neither the appraiser, nor Sargeant Realty Advisors, Inc. assume responsibility for any situation arising out of the client's failure to become familiar with and understand the same. The client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/counseling profession, if so desired.

We have been provided with very limited information regarding the physical and financial characteristics of the subject property. The property representative provided PIN numbers for our review. We have relied upon the information furnished as being true and accurate. The estimates of value presented in this report are predicated upon the information provided.

No access to the subject property was made available to the appraisers. This assignment is based on an exterior property inspection only, viewing those areas of the property visible from the exterior. All information regarding the subject was obtained from public records and an exterior inspection.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An Extraordinary Assumption is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary Assumptions presume as fact otherwise certain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

- No Extraordinary Assumptions exist in this appraisal.

A Hypothetical Condition is defined by Uniform Standards of Professional Appraisal Practice (USPAP) as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

- No Hypothetical Conditions exist in this appraisal.

APPRAISAL PREFACE

IDENTIFICATION OF PROPERTY APPRAISED

The property appraised represents a commercial property with a common address of 1722-1744 Ridge Road, Homewood, Illinois. The property is also identified by the following Permanent Index Numbers (PIN's) Cook County, Illinois; 29-31-406-014, -015, -016, -018, -019, -020 and -024.

The subject property is also identified by the legal description that was transcribed by the appraiser from county tax parcel maps. The legal description is as follows:

LOTS 2 AND 3 IN SUB. OF THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF THAT PART LYING NORTH OF THE NORTH LINE OF MAIN STREET IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31-36-14 AND LOTS 16 AND 17 GLADVILLE'S SUB. OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31-36-14, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 36, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The legal description is provided for informational purposes only and should be confirmed and/or verified with a party qualified in such matters prior to relying on the same within any contemplated transaction.

PROPERTY INTEREST APPRAISED

The property interest appraised is the Fee Simple estate.

PURPOSE AND INTENDED USE

The purpose of this appraisal is to estimate the As Is Market Value of the fee simple estate in the subject property, as of January 2, 2016, the date of inspection. The intended use of this appraisal is for the sole use of Wintrust Financial Corporation and Barrington Bank and Trust, its affiliates and loan participants for purposes of loan underwriting, asset management or asset disposition. No other parties are authorized to rely upon this report without the express written consent of Sargeant Realty Advisors, Inc.

DEFINITIONS

Specific terminology utilized in this report is defined below:

Market Value The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)¹

As Is Market Value The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)²

Fee Simple Estate Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

EFFECTIVE DATES

Maureen Plebanek inspected the property on January 2, 2016. The effective As Is Market Value date is January 2, 2016. George W. Sargeant, MAI did not inspect the subject property.

SCOPE OF ENGAGEMENT

The engagement consists of conducting an appraisal in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), documented in a summary report format. This appraisal report is also intended to be in compliance with the Appraisal Standards for Federally Related Transactions as specified in the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. In performing this appraisal, all three traditional approaches to value were considered. These approaches consist of the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

² The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

³ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

The following steps summarize the scope of this engagement:

- Property information was reviewed and a physical inspection conducted to determine the appraisal problem. On January 2, 2016, Maureen Plebanek inspected the exterior of the subject property. The neighborhood and surrounding areas were toured to identify development trends in the immediate area as well as potentially comparable sales.
- Public records, assessor's files, and planning and zoning information were researched to reveal relevant information concerning the subject property as well as any potentially comparable property.
- Our internal files were reviewed and appropriate market surveys, industry databases, and investor surveys were researched for the purpose of developing a perspective of the competitive market.
- Market participants were contacted to obtain relevant information concerning market conditions, current perceptions and expectations, as well as relevant land and building sales data.
- A valuation of the subject property was performed utilizing the property information obtained from the client and our inspection, as well as the data obtained through the course of our research.
- The result of our effort is presented in this summary appraisal report, which identifies the subject property and its environment, presents our Highest and Best Use conclusions, as well as summaries of the relevant approaches to value relied upon in this engagement. The report concludes with our final reconciliation of value.

SUBJECT PROPERTY SALE HISTORY

Standards Rule 1-5 of USPAP requires all pending sales involving the subject be identified and analyzed, as well as any sale that occurred within three years of the valuation date. To the best of our knowledge, research and cooperation with property representatives we are aware of the following:

- It is the intention of current ownership to raze the structures currently on the subject parcel and hold the property site for future development. On the date of inspection, the site was improved with two commercial buildings, one mixed-use retail-residential building and a paved parking lot. The property representative reports the buildings are vacant and current ownership is currently in the process of taking bids for the demolition of the buildings.
- The subject was listed for sale through Co-Star (ID 6621188) beginning in September 2014. The asking price was \$750,000 and the listing identified the subject site as being 2.0 acres. The property representative reports this is an old listing and the property is currently not on the market.

MARKETING PERIOD

The estimate of market value is predicated upon a reasonable time allowed for exposure in the open market. Unlike publicly traded securities such as REIT shares, ownership interests in specific real properties are not as liquid. We have considered the marketing period of the subject property in terms of the scope of this engagement, which involves the valuation of the subject as vacant land.

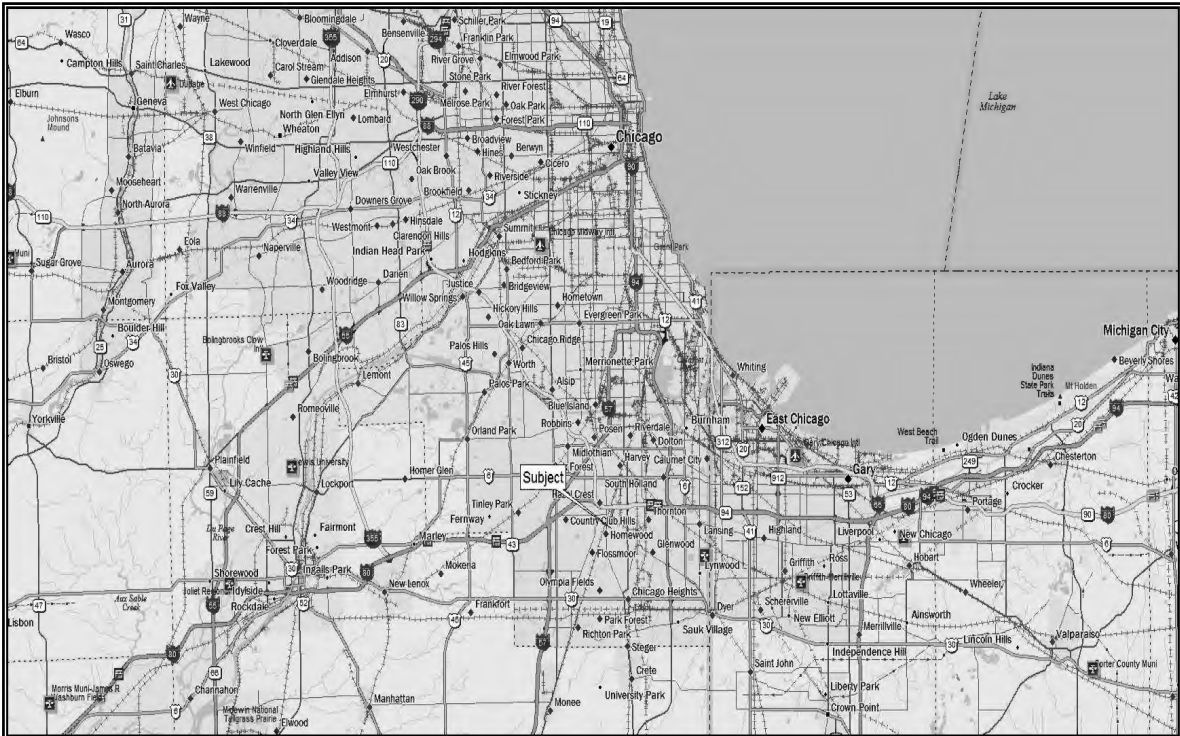
On an “as is” basis the property would be attractive as a speculative investment or commercial developer. Due to its size and capital requirement; the subject property would appeal to a local developer in the market. Assuming the property would be professionally marketed at a price similar to the estimate of As Is Market Value presented in this report, we estimate a marketing period of 12 months.

EXPOSURE TIME

Exposure Time is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) as the “estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

While the estimate of marketing period is prospective in nature, the concept of exposure time is retrospective. That is exposure time addresses the question of how long might it have taken to market the property, if it were to close today. Market conditions have stabilized over the past 24-36 months following a period of deterioration as a result of economic recovery. We have therefore concluded that the exposure time for the subject on an as is basis should be similar to our estimated marketing period on an as is basis, or approximately 12 months.

SUBJECT PROPERTY MAPS



Regional Map



Market Area Map

GENERAL AREA OVERVIEW

The subject property is located in northeastern Illinois, which is the historic dividing point between America's East and West. Chicago was incorporated as a city in 1837, near a portage between the Great Lakes and the Mississippi River watershed, and experienced rapid growth in the mid-nineteenth century. Today, the city is an international hub for finance, commerce, industry, technology, telecommunications, and transportation, with O'Hare International Airport being the busiest airport in the world; it also has the largest number of U.S. highways and railroad freight. In 2012, Chicago was listed as an alpha global city by the Globalization and World Cities Research Network, and ranks seventh in the world in the 2014 Global Cities Index. As of 2014, Chicago had the third largest gross metropolitan product in the United States at \$610.5 billion. As of 2015, Chicago is the 7th most expensive city and has the 10th highest wages in the world according to a report released by global financial services company UBS.

The City of Chicago represents the economic and cultural capital of the Midwest region. Chicago's suburbs, by themselves, would represent the nation's fourth largest population center. Nearby major metropolitan areas includes Milwaukee, Wisconsin (90 miles north), Indianapolis, Indiana (185 miles southeast) and Detroit, Michigan (279 miles east).

The Chicago-Naperville-Joliet, IL-IN-WI MSA is broken down into three Metropolitan Divisions, with one division comprised of the four Indiana counties.



The geographic area that is most influenced by and most contributes to the central City of Chicago has historically consisted of six primary counties in Illinois: Cook, DuPage, Kane, Lake,

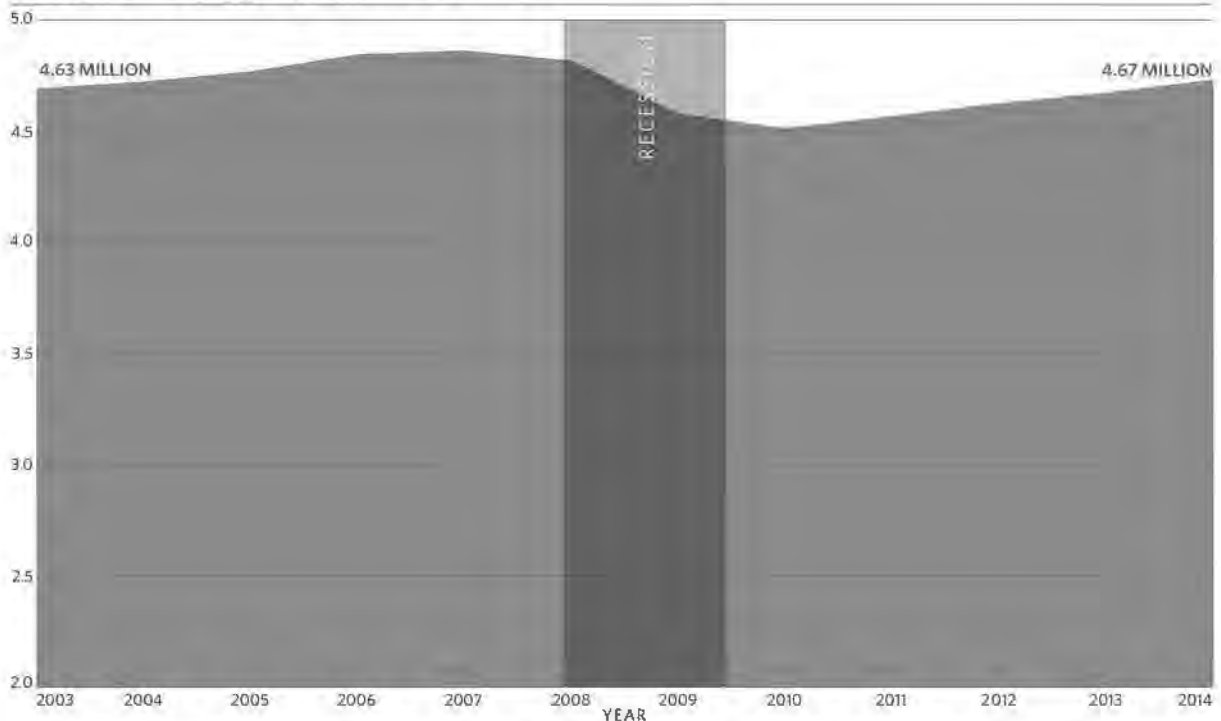
McHenry and Will. Although the outlying counties of Grundy, Kendall and DeKalb are part of the larger metropolitan area, this analysis concentrates on the six primary counties.

The Census 2010 population of the metro area was 9,461,105 (3rd largest in the U.S.) compared 9,537,289 (3rd largest in the U.S.) based on the 2013 estimate.

There are currently an estimated 4.7 million full- and part-time jobs in the region. This total is less than the region's pre-recession jobs peak of 4.8 million in 2007; however, 2014 was the fourth straight year for which the region's total job count has grown. The number of jobs in the Chicago region has closely mirrored national economic trends. Total jobs decreased slightly during the early 2000s recession then experienced moderate growth until 2007 when the region was home to an estimated 4.8 million positions. The most recent recession resulted in a loss of roughly 340,000 jobs in the region with total jobs bottoming out in 2010. The total number of jobs in the region has rebounded since then but has yet to reach pre-recession levels.

While the number of jobs in the region is increasing, the available data do not indicate the quality or average pay of jobs created. Total job counts may increase from newly created part-time, low-wage jobs or the creation of good-paying full-time jobs. Measuring total jobs provides a high-level perspective on the health of employment in the region.

Total jobs in the Chicago region, 2001-14, in millions



Note: For this chart, the Chicago region is defined as the U.S. Census Bureau metropolitan statistical area of Chicago-Joliet-Naperville, IL-IN-WI.
Source: Economic Modeling Specialists International.

Leading economic sectors include financial services, electrical machinery and equipment, insurance, pharmaceuticals, and retailing. The Chicago metropolitan area is home to the corporate

headquarters of 57 Fortune 1000 companies, which includes Boeing, McDonald's, Motorola, Discover Financial Services, United Continental Holdings, Walgreens, and Aon among others, representing a diverse group of industries. The area is a major global financial center, and Chicago is home to the largest futures exchange in the world, the CME Group (Chicago Mercantile Exchange). In August 2008, the Chicago Mercantile Exchange completed its acquisition of NYMEX Holdings Inc, the parent company of the New York Mercantile Exchange and Commodity Exchange.

POPULATION

The population of the Chicago metropolitan area is the third largest in the nation, behind New York and greater Los Angeles. It represents over three percent of the national population and nearly two-thirds of the state of Illinois population. CMAP data below are provided for the City of Chicago, for Suburban Cook County, for the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will and seven-county total. Cook County remains the population leader in the region accounting for 64 percent of total households, 59 percent of family households, and 72 percent of non-family households in the region.

2010 Census demographic profiles

TOTAL HOUSEHOLDS (DPSFTS)	2000 CENSUS	2010 CENSUS	PERCENT CHANGE	PROPORTION OF REGION IN 2010
CHICAGO	1,061,928	1,045,560	-1.5%	33.9%
SUBURBAN COOK	912,253	920,796	+0.9%	29.8%
COOK TOTAL	1,974,181	1,966,356	-0.4%	63.7%
DUPAGE COUNTY	325,601	337,132	+3.5%	10.9%
KANE COUNTY	133,901	170,479	+27.3%	5.5%
KENDALL COUNTY	18,798	38,022	+102.3%	1.2%
LAKE COUNTY	216,297	241,712	+11.8%	7.8%
MCHEMRY COUNTY	89,403	109,199	+22.1%	3.5%
WILL COUNTY	167,542	225,256	+34.4%	7.3%
7-COUNTY TOTAL	2,925,723	3,088,156	+5.6%	100.0%

2010 Census tables in ()
Sources: 2010 and 2000 U.S. Census, Census, 2000 data from Summary File 1

Historical and projected population figures for the six-county area are further summarized below.

CHICAGO AREA POPULATION STATISTICS

County:	2000 Census	% Change 1990-2000	2010 Census	% Change 2000-2010	2014* Census	% Change 2010-2014	2040 Projection	Change 2014-2040	% Change 2014-2040
Cook	5,376,741	5.32%	5,194,675	-3.39%	5,246,456	1.00%	5,960,242	713,786	13.61%
DuPage	904,161	15.67%	916,924	1.41%	932,708	1.72%	1,104,089	171,381	18.37%
Kane	404,119	27.29%	515,269	27.50%	527,306	2.34%	789,295	261,989	49.68%
Lake	644,463	24.79%	703,462	9.15%	705,186	0.25%	896,341	191,155	27.11%
McHenry	260,077	41.93%	308,760	18.72%	307,283	-0.48%	508,918	201,635	65.62%
Will	502,584	40.66%	677,560	34.82%	685,419	1.16%	1,175,218	489,799	71.46%
TOTAL	8,092,145	11.44%	8,316,650	2.77%	8,404,358	1.05%	10,434,103	2,029,745	24.15%

Source: U.S. Census Bureau, Chicago Metropolitan Agency for Planning *2014 estimate as of July 1, 2014 per U.S. Census

Between 1990 and 2000, the population of the six-county region increased 11.44 percent. From 2000 to 2010 population in the region increased 2.77 percent, despite a 3.39 percent decrease in Cook County. As of the 2014 estimate, population in the region increased 1.05 percent, despite a 0.48 percent decrease in McHenry County. According to CMAP forecasts, population in the six-county region can be expected to increase 24.15 percent from 2014 to 2040 which represents a 2,029,745 person increase. Cook County is expected to exhibit the greatest increase in population with an addition of 714,000 persons followed by Will County and Kane County. Percentage-wise Will, McHenry, and Kane counties top the list; however, these represent the counties with fewer residents so the magnitude of change is greater.

The Chicago Metropolitan Agency for Planning *2040 Forecast of Population, Households and Employment* was developed in support of the GO TO 2040 comprehensive regional plan adopted in October 2010. This forecast was developed through the creation of a "reference scenario" based on current population and land use trends. The data in this forecast reflect the CMAP Preferred Regional Scenario, which was developed in part through a series of Invent the Future workshops held throughout the region between May and September 2009. The table below summarizes the expected outcomes of the GO TO 2040 Preferred Scenario in comparison to current (revised October 2014) conditions.

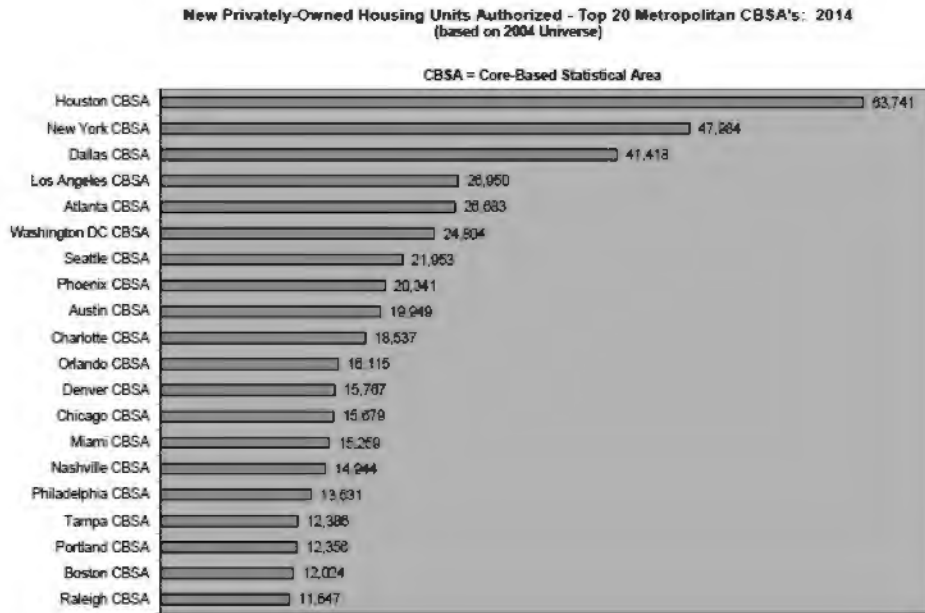
	Population in Households				Households				Employment			
	2010	2040	CHANGE	GROWTH	2010	2040	CHANGE	GROWTH	2010	2040	CHANGE	GROWTH
Cook	5,104,393	5,960,242	855,849	16.8%	1,966,356	2,304,045	337,689	17.2%	2,379,923	2,814,972	435,049	18.3%
DuPage	904,784	1,104,089	199,305	22.0%	337,132	412,100	74,968	22.2%	608,709	768,282	159,573	26.2%
Kane	508,482	789,295	280,813	55.2%	170,479	265,774	95,295	55.9%	186,768	340,509	153,741	82.3%
Kendall	114,528	228,530	114,002	99.5%	38,022	74,382	36,360	95.6%	22,066	71,830	49,764	225.5%
Lake	682,753	896,341	213,588	31.3%	241,712	318,170	76,458	31.6%	314,717	401,748	87,031	27.7%
McHenry	307,113	508,918	201,805	65.7%	109,199	179,215	70,016	64.1%	88,947	153,389	64,442	72.4%
Will	669,013	1,175,218	506,205	75.7%	225,256	393,148	167,892	74.5%	201,854	437,110	235,256	116.5%
REGION	8,291,066	10,662,633	2,371,567	28.6%	3,088,156	3,946,835	858,679	27.8%	3,802,984	4,987,839	1,184,855	31.2%
Chicago*	2,654,078	3,054,654	400,576	15.1%	1,052,891	1,220,388	167,497	15.9%	1,221,758	1,458,527	236,769	19.4%

*Includes O'Hare portion in DuPage Co.

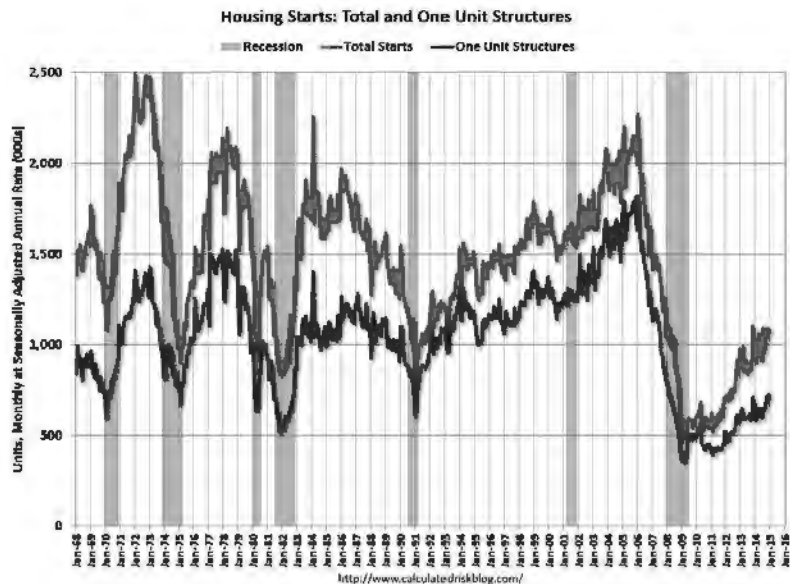
*Sources: U.S. Bureau of the Census (2010 Population & Households); Illinois Department of Employment Security (2010 Employment); CMAP (2040 Projections)

HOUSING STARTS

A leading indicator of Chicago’s overall population and economic growth is in its new home starts. The following chart was created by the U.S. Census Bureau and illustrates the top 20 Core-Based Statistical Areas in the nation based on new privately-owned housing units authorized in 2014. Based on housing permits issued during 2014, the Chicago area ranked 13th in the U.S. in the number of single-family housing permits issued. This represents a decline from 2010 when Chicago ranked 10th in the study. Despite the decline in ranking total housing starts in Chicago more than doubled from 7,267 units in 2010 to 15,679 units in 2014.



The graph below illustrates total and single unit housing starts nationally since 1968. The graph portrays the huge collapse following the housing bubble, and after remaining flat for 2.5 years housing is now recovering--albeit at historically low levels.



TRANSPORTATION

Chicago is one of the primary transportation hubs in the United States. Its extensive transportation facilities give local firms access to national and international markets and suppliers, as well as provide travelers with convenient traveling alternatives.

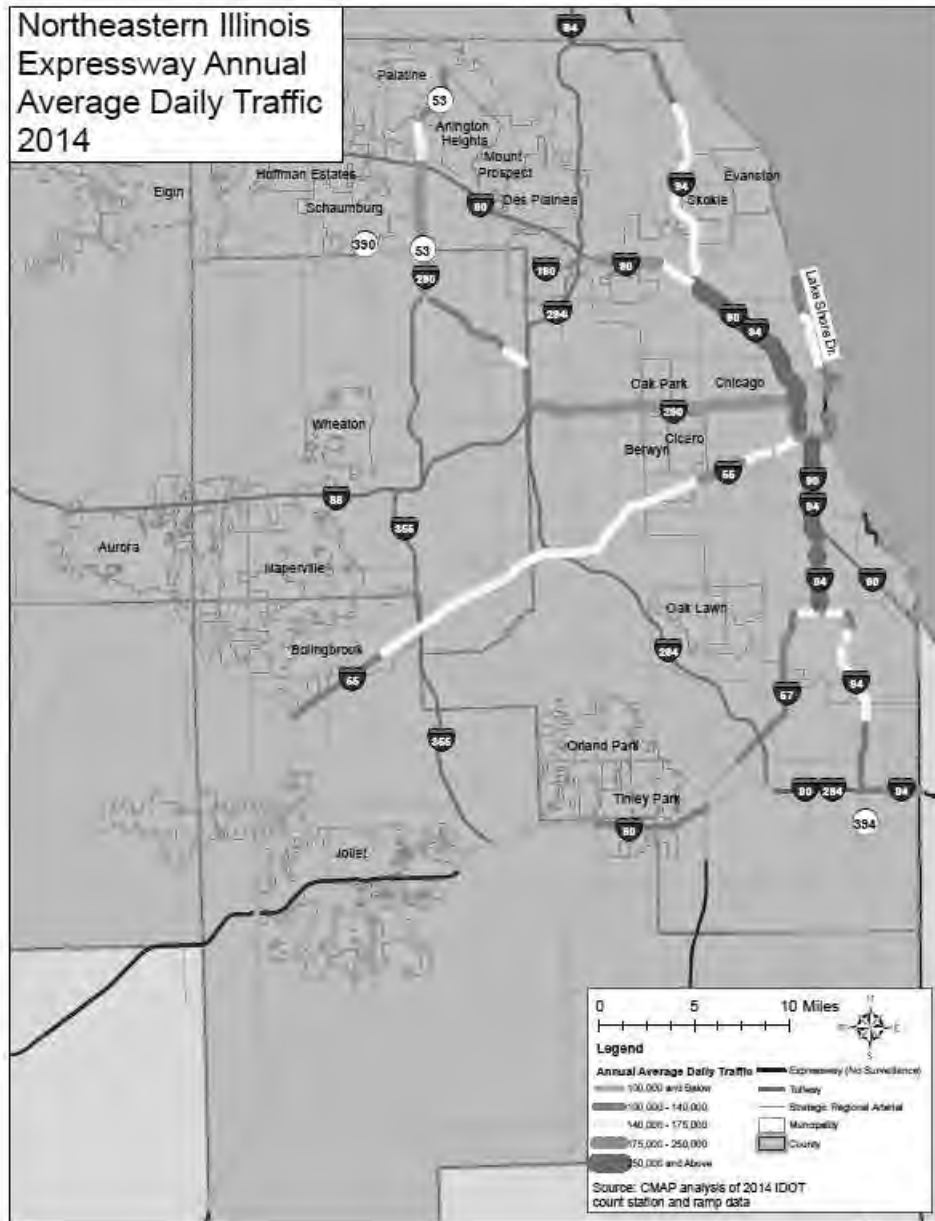
The Chicago area is served by O'Hare International Airport and Midway Airport. O'Hare International Airport was the world's busiest airport in 2014, beating out Hartsfield-Jackson Atlanta International Airport, according to the Federal Aviation Authority. The Atlanta airport took the top spot from O'Hare in 2005. Though O'Hare had more than 881,000 departures and arrivals last year, that number is down from an average of 963,000 from 2004 to 2007. Recent rankings of O'Hare and Midway Airports based on flight operations are shown below.

Rank	Airport	Total flight operations in 2014	Change from 2013	Rank in 2013
1	ORD: O'Hare International Airport	881,933	-0.2%	2
2	ATL: Hartsfield-Jackson Atlanta International Airport	868,359	-4.7%	1
3	DFW: Dallas/Fort Worth International Airport	679,820	+0.3%	3
4	LAX: Los Angeles International Airport	363,706	+3.5%	4
5	DEN: Denver International Airport	575,161	-2%	5
26	MDW: Midway International Airport	249,252	-1.1%	27

Although O'Hare International Airport retook the crown for the world's busiest airport last year, it fell a couple of ranking spots based on the number of passengers that fly in and out, according to data from Airports Council International. Counting passenger and cargo flights, Chicago in 2014 regained the top spot from Hartsfield-Jackson Atlanta International Airport after losing the title a decade ago. However, data show Atlanta remains the top airport when counting only passengers. For passenger traffic, Atlanta was followed by airports in Beijing, London, Tokyo, Los Angeles and Dubai, United Arab Emirates, with Chicago seventh, according to the council. Chicago in 2013 was ranked fifth. Though passenger traffic at O'Hare grew 4.6 percent in 2014, it grew about 6 percent at Los Angeles and Dubai, allowing the big airports in those cities to pass O'Hare. All three airports last year hosted about the same number of passengers. Chicago had 70 million, Dubai 70.5 million and Los Angeles 70.7 million. Atlanta was far ahead with 96.2 million passengers.

The Chicago area is also a leader in the rail and trucking industry aided by a thorough rail network and excellent highway accessibility. Illinois is the center of the nation's rail network and Chicago is the largest rail gateway in the U.S. Chicago also lies at the heart of the interstate highway system with two coast-to-coast interstates (I-80 and I-90) passing through the area, as well as two major north-south interstates (I-55 and I-57) which are further complimented by a network of bypass and regional interstate highways (I-39, I-88, I-94, I-290, I-294, and I-355).

Average daily traffic flow on the interstate highway system in Chicago is illustrated on the following map.



Further, Chicago serves as an important inland port, with accessibility to the Gulf of Mexico via the Mississippi River, and the Atlantic Ocean via the Great Lakes and the St. Lawrence Seaway. The Port of Chicago offers terminals that handle ocean and lake vessels, as well as barges. Owned by the Illinois Port District, the Lake Michigan port is served by seven railroads and has direct interstate access to I-90 and I-94.

Chicago's network of roads and railroads, and its location at the confluence of major waterways have made it a major cargo and passenger hub since the days of shipping cattle and grain to eastern US markets. Today Chicago remains the largest cargo transfer point in the US. In 2000 the Chicago region handled approximately 11 million Twenty Foot Equivalent units (TEUs). Such volume places Chicago third globally behind Hong Kong and Singapore. The Chicago region is also the largest volume handler in North America as of 2000—with a volume greater than Los Angeles and Long Beach combined.

percent. The 83.4 million passenger trips reported in 2014 is the second highest ridership in Metra's 30-year history. Since beginning with a low of 56.5 million passenger trips in 1983 on the services that would become Metra in 1984, Metra ridership has increased by 48 percent, averaging 1.5 percent growth per year.

ECONOMIC BASE

The Chicago metropolitan area has a large and well-diversified economic base that has allowed Chicago to remain a strong economic center in the nation. Due to its economic diversification, the Chicago metropolitan area tends to be subject to fewer seasonal and cyclical peaks and valleys than many "one-industry" areas. The Illinois Department of Employment Security (IDES) reports employment by industry for the Illinois counties in the Chicago Metropolitan Division, as summarized in the table below. As previously mentioned, there are eight Illinois counties currently included in this Division: Cook, DuPage, Kane, McHenry, Will, Grundy, Kendall and DeKalb.

CHICAGO METRO DIVISION (IL COUNTIES) NON-AGRICULTURAL EMPLOYMENT BY INDUSTRY										
Industry Group	2010		2011		2012		2013		2014	
	Persons	%	Persons	%	Persons	%	Persons	%	Persons	%
Mining	1,000	0.03%	1,000	0.03%	1,000	0.03%	1,000	0.03%	1,000	0.03%
Construction	107,700	3.19%	107,100	3.13%	105,700	3.05%	109,400	3.10%	115,400	3.22%
Manufacturing	283,500	8.41%	286,900	8.40%	286,600	8.26%	281,900	7.99%	279,800	7.82%
TTU ¹	674,800	20.01%	688,500	20.15%	699,900	20.18%	709,500	20.12%	717,800	20.06%
IFP ²	897,700	26.62%	911,900	26.69%	934,500	26.94%	964,600	27.35%	985,800	27.55%
EHS ³	513,000	15.21%	528,000	15.45%	539,600	15.56%	550,200	15.60%	560,600	15.66%
LH ⁴	306,700	9.10%	314,700	9.21%	325,600	9.39%	333,300	9.45%	340,600	9.52%
Other Services	155,100	4.60%	155,900	4.56%	155,800	4.49%	157,000	4.45%	158,900	4.44%
Government	432,200	12.82%	423,100	12.38%	420,100	12.11%	419,700	11.90%	418,800	11.70%
TOTAL	3,371,700	100.00%	3,417,100	100.00%	3,468,800	100.00%	3,526,600	100.00%	3,578,700	100.00%

¹Trade, Transportation & Utilities

²Information, Financial Activities, Professional and Business Services

³Educational & Health Services

⁴Leisure & Hospitality

Source: Illinois Department of Employment Security

The exhibit illustrates Information, Financial Activities and Professional Business Services industry as the largest in terms of employment, followed by Trade, Transportation and Utilities. The high proportion of employment in the IFP sector can be attributed to the technology field and the internet and e-commerce start-up companies. These trends are generally evident throughout the nation and can be attributed, at least in part, to the increasing education and skill level of the labor force. Of significance is the decreasing trend in the manufacturing industry. Although manufacturing was at one time a significant component of the local economy, it has declined in recent years despite increases in all non-government sectors.

Since the recession, total employment for the Chicago area has displayed an increasing trend, adding 207,000 jobs from 2010 through 2014, indicating an average annual growth rate of approximately 1.5 percent.

A diversified labor pool of skilled workers helps to maintain a relatively strong level of employment in the Chicago area. However, as in most other major metropolitan areas, Chicago's central county of Cook has historically reported higher levels of unemployment than the outlying suburban areas. Unemployment rates by county are summarized below.

AVERAGE ANNUAL UNEMPLOYMENT RATES									
Year	Cook County	DuPage County	Kane County	Lake County	McHenry County	Will County	Chicago MSA*	State of Illinois	U.S.
2014	7.40%	5.60%	7.00%	6.50%	6.40%	7.40%	7.10%	7.10%	6.20%
2013	9.60%	7.50%	8.90%	8.70%	8.30%	9.40%	9.20%	9.10%	7.40%
2012	8.90%	6.90%	9.00%	8.70%	8.20%	8.70%	8.60%	8.90%	7.80%
2011	10.40%	8.00%	9.90%	9.40%	9.40%	10.10%	9.80%	9.70%	8.50%
2010	10.80%	8.50%	10.50%	10.50%	10.00%	10.70%	10.40%	10.40%	9.60%
2009	10.40%	8.40%	6.20%	9.70%	9.70%	10.20%	10.10%	10.00%	9.30%
2008	6.40%	5.00%	4.80%	6.60%	5.80%	6.10%	6.20%	6.40%	5.80%
2007	5.50%	3.80%	4.30%	5.10%	4.30%	4.70%	4.90%	5.10%	4.60%
2006	4.80%	3.40%	5.80%	4.50%	3.80%	4.20%	4.50%	4.60%	4.60%
2005	6.40%	4.70%	6.10%	4.80%	5.10%	5.80%	5.90%	5.80%	5.10%
2004	6.70%	5.00%	6.70%	5.40%	5.20%	6.20%	6.20%	6.20%	5.50%
2003	7.40%	5.50%	6.50%	5.80%	5.90%	6.60%	6.80%	6.70%	6.00%
2002	7.40%	5.50%	6.50%	5.50%	5.60%	6.30%	6.70%	6.50%	5.80%
2001	6.00%	4.40%	5.40%	4.40%	4.70%	5.00%	5.50%	5.40%	4.80%
2000	4.80%	3.30%	4.30%	3.70%	3.60%	4.10%	4.30%	4.50%	4.00%

* Prior to 2004 data are for 9 counties, including DeKalb, Kendall, and Grundy; since 2004 data reflects the 8 county definition, excluding Lake County.

Source: Illinois Department of Employment Security

As shown above, the Illinois and Chicago metropolitan area unemployment rates began trending upwards in 2007 to historical highs in 2010. Similarly, the national unemployment rate rose to 9.6 percent, up from 9.3 percent in 2010. The 2009 levels represented the largest calendar year increase which is attributable to the economic recession. Nearly 2.6 million jobs were lost during 2008, which represented the highest yearly total since 1945, according to CNN. The employment picture has since improved as recovery from the last recession continues to occur.

According to seasonally adjusted figures through 2014, the Chicago MSA exhibited a declining trend in unemployment levels, which is consistent with state and National trends; however, Chicago and Illinois has started to trend at a rate above the national unemployment rate. The 2014 national

unemployment rate was 90 basis points (bp) lower than the rate exhibited for the Chicago MSA and the state of Illinois.

Most recently Illinois' unemployment rate dropped to 5.8 percent in July 2015 as the state added 1,900 non-farm jobs, but its job growth continues to lag other states. Officials estimate Illinois' recovery is nearly 2 1/2 years behind the nations. The July 2015 unemployment rate is an improvement from the 6.7 percent in July 2014 and from the 5.9 percent reported in June, though still above the national rate of 5.3 percent, according to data released by the Illinois Department of Employment Security.

Illinois has gained only a quarter of the job growth seen by the rest of the country since the beginning of the year. Illinois counted 373,600 people as unemployed, defined as being out of work and seeking employment. People who exhaust or are ineligible for benefits are still reflected in the number if they actively seek work, but those who have given up are not. The industries posting the greatest job gains in July were government, leisure and hospitality and construction, while those with the largest declines were professional and business services, education and health services, and manufacturing.

Historically, the Chicago area has realized stability of the overall unemployment rates in the area due, in part, to the 27 Fortune 500 corporate headquarters that are present in the Chicago area. The large presence of such firms is indicative of the strength of the local support network and generally positive business climate. The Chicago area's largest employers are as follows.

CHICAGO AREA'S LARGEST EMPLOYERS			
Rank	Company	City	Employees
1	U.S. Government	Chicago	49,860
2	Chicago Public Schools	Chicago	39,094
3	City of Chicago	Chicago	30,340
4	Cook County	Chicago	21,482
5	Advocate Health Care	Downers Grove	18,512
6	JP Morgan Chase	Chicago	16,045
7	University of Chicago	Chicago	15,452
8	State of Illinois	Chicago	14,731
9	United Continental Holdings	Chicago	14,000
10	AT&T	Chicago	14,000
11	Walgreens Co.	Deerfield	13,657
12	Abbott Laboratories	North Chicago	12,000
13	Presence Health	Chicago	11,959
14	Chicago Transit Authority	Chicago	11,100
15	Univ. of Ill. At Chicago	Chicago	9,900

Source: Crain's Chicago Business, December 31, 2013

In addition to being the center of commerce in the Midwest, Chicago is also a world leader in the trading of commodities, stock options, and currency and interest rate futures. The city has several major exchanges, which are the Chicago Board of Trade, the Chicago Mercantile Exchange, the Chicago Board Options Exchange, the Mid-America Commodity Exchange and the Chicago

Stock Exchange. Also adding strength to the financial market is the Federal Reserve Bank and the region's domestic and foreign banks. Chicago's financial services and products are exported nationally and internationally. Therefore, the area's financial infrastructure is not wholly dependent upon activity in Chicago.

FUTURE OUTLOOK

The Economist conducted a study to determine the top 25 global cities in 2025. Entitled Hot Spots 2025: Benchmarking the Future Competitiveness of Cities. The Economist Intelligence Unit defines a city's competitiveness as its ability to attract capital, businesses, talent and visitors. The 2025 City Competitiveness Index benchmarks the competitiveness of 120 cities across the world. The study examined 32 indicators for each city. Indicators are grouped into eight distinct, thematic categories: economic strength, physical capital, financial maturity, institutional character, human capital, global appeal, social and cultural character, and environment and natural hazards. The Index includes a total of 27 qualitative and five quantitative indicators. A city's overall ranking in the benchmark Index is a weighted score of the individual categories. The top ten global cities and their scores are summarized below.

Rank 2025	Change from 2012	City	Score/100	Change from 2012
1	+1	New York	75.7	+7.1
2	+4	London	73.1	+5.3
3	-2	Singapore	71.2	+0.6
4	-1	Hong Kong	68.1	+0.1
5	-2	Tokyo	68.0	-0.1
6	+2	Sydney	67.3	+4.5
7	-2	Paris	67.0	-0.9
8	+5	Stockholm	65.7	+5.7
9	+3	Chicago	65.6	+4.6
10	-	Toronto	64.7	+2.6

Chicago ranks ninth in the overall Index and is America's second most competitive city after New York. As America's second most important financial hub, Chicago ranks 20th in the category of financial maturity. It ranks above any other US city on its environmental governance and ability of dealing with environmental challenges. The city's economy is projected to grow by an average of 3 percent per year, roughly on par with San Francisco and Washington DC. The city has a long history of attracting immigrants and ranks 15th globally on social and cultural character. Other components that underpin its competitiveness are projected improvements in government effectiveness, the quality of healthcare, and airline flight connectivity, the study noted.

MARKET AREA OVERVIEW

The subject of this report is located in the Village of Homewood, Cook County, Illinois. It is more specifically 25.9 driving miles south from the center of the Loop. The Village of Homewood is surrounded by the communities of Hazel Crest to the north, Flossmoor to the south, Thornton to the east, and Country Club Hills to the west.

POPULATION & HOUSING

Demographics were obtained for a one, three and five-mile radii around the subject property, as well as for Cook County and the Chicago-Naperville-Elgin Core Statistical Area (CSA). Officially specified by the Office of Management and Budgets, a CSA combines adjacent Core Based Statistical Areas which have a moderate degree of social and economic ties. The Chicago-Naperville-Elgin CSA combines the metropolitan areas of Chicago, Michigan City, Indiana, and Kankakee, Illinois. This area represents the extent of the labor market pool for the entire region. This data is summarized in the table below.

POPULATION DEMOGRAPHIC SUMMARY

	1-mile Radius	3-mile Radius	5-mile Radius	Cook County	Chicago- Naperville- Elgin CSA
Population					
2000 Total Population	10,961	79,299	215,109	5,376,848	9,098,316
2010 Total Population	10,717	76,704	208,316	5,194,675	9,461,105
2015 Total Population	10,676	76,274	205,808	5,244,841	9,557,057
2020 Total Population	10,719	76,395	205,374	5,304,785	9,693,830
2000-2010 % Change	-2.2%	-3.3%	-3.2%	-3.4%	4.0%
2010-2015 % Change	-0.4%	-0.6%	-1.2%	1.0%	1.0%
2015-2020 % Change	0.4%	0.2%	-0.2%	1.1%	1.4%
2010 Population by age					
0 - 24 years	31.6%	35.7%	36.8%	33.6%	34.6%
25 - 54 years	41.2%	37.9%	38.6%	43.5%	43.0%
55+ years	27.2%	26.3%	24.6%	22.9%	22.5%
Median Age (Years)	41.0	38.3	36.6	35.3	35.8
2015 Population by age					
0 - 24 years	30.3%	33.9%	35.0%	32.5%	33.4%
25 - 54 years	38.5%	36.3%	37.2%	42.1%	41.2%
55+ years	31.3%	29.8%	27.8%	25.4%	27.5%
Median Age (Years)	42.1	39.4	37.6	36.1	36.6
2020 Population by age					
0 - 24 years	27.3%	31.0%	32.4%	30.9%	31.7%
25 - 54 years	38.5%	37.1%	37.7%	42.0%	40.8%
55+ years	34.1%	31.9%	30.1%	27.2%	27.5%
Median Age (Years)	42.4	39.9	38.5	37.1	37.5

Source: U. S. Census Bureau; Esri Forecasts for 2015 and 2020

The percentage rate of change for the population within the one, three and five-mile radius ranges from -0.4 to -1.2 percent, compared to the county and CSA which are both at 1.0 percent. Within the subject's one, three and five-mile radius, the population is expected to increase from -0.2 to 0.4 percent from 2015 to 2020. The percentage change for the county is 1.1 percent and for the CSA is 1.4 percent. It is also noted that within the subject area, the current median age ranges from 42.1 in the one-mile ring to 37.6 in the five-mile ring, which is higher than the county figure of 36.1 years or the Chicago CSA which is 36.6 years.

HOUSING DEMOGRAPHIC SUMMARY					
	1-mile Radius	3-mile Radius	5-mile Radius	Cook County	Chicago- Naperville- Elgin CSA
Households (HH)					
2000 Households	4,322	28,003	72,753	1,974,217	3,280,055
2010 Households	4,299	27,489	71,193	1,966,356	3,475,726
2015 Households	4,326	27,560	70,746	1,999,964	3,530,229
2020 Households	4,361	27,711	70,813	2,031,653	3,590,819
2000-2010 % Change	-0.5%	-1.8%	-2.1%	-0.4%	6.0%
2010-2015 % Change	0.6%	0.3%	-0.6%	1.7%	1.6%
2015-2020 % Change	0.8%	0.5%	0.1%	1.6%	1.7%
2015 Average HH Size	2.44	2.74	2.87	2.58	2.66
2015 Housing Units (HU)					
Total Number	4,564	29,830	78,732	2,214,208	3,858,180
Owner-Occupied	74.3%	71.9%	65.1%	50.1%	58.3%
Renter-Occupied	20.5%	20.5%	24.7%	40.2%	33.2%
Vacant	5.2%	7.6%	10.1%	9.7%	8.5%
Median Home Value					
Year 2015	\$174,475	\$161,368	\$157,532	\$249,422	\$239,638
Year 2020	\$196,085	\$189,457	\$183,332	\$290,447	\$274,426
2015 Owner Occupied Home Value					
Less than \$199,999	66.4%	68.5%	71.3%	34.9%	37.5%
\$200,000 to \$299,999	26.7%	20.0%	19.5%	27.8%	28.4%
\$300,000 to \$499,999	5.9%	8.8%	7.4%	24.6%	23.3%
Over \$500,000	0.9%	0.9%	1.8%	12.7%	10.8%
Average Home Value	\$186,988	\$190,651	\$179,694	\$311,521	\$296,402
2020 Owner Occupied Home Value					
Less than \$199,999	52.5%	55.5%	59.1%	24.7%	27.3%
\$200,000 to \$299,999	33.6%	24.1%	24.2%	29.4%	29.4%
\$300,000 to \$499,999	11.4%	14.0%	12.0%	27.9%	26.5%
Over \$500,000	2.4%	6.5%	4.8%	19.6%	16.7%
Average Home Value	\$220,810	\$234,492	\$218,092	\$290,061	\$346,399

Source: U. S. Census Bureau; Esri Forecasts for 2015 and 2020

The majority of housing located in the subject area is owner-occupied, which is also the case in the county and CSA. Housing vacancy in the subject area ranges from 5.2 to 10.1 percent, as compared to 9.7 percent for the county and 8.5 percent for the CSA. The 2015 median home value in the subject area ranges from \$157,532 to \$174,475 which is below the median home value in the county at \$249,422.

EDUCATION AND EMPLOYMENT

Educational attainment and employment by industry for the market area population is summarized below.

EDUCATION AND EMPLOYMENT DEMOGRAPHIC SUMMARY					
	1-mile Radius	3-mile Radius	5-mile Radius	Cook County	Chicago- Naperville- Elgin CSA
2015 Population Age 25+	7,448	50,370	133,715	3,537,261	6,359,950
Less than 9th Grade	2.0%	2.9%	4.8%	7.4%	6.1%
9th - 12th Grade, No Diploma	2.5%	5.6%	7.3%	7.0%	6.3%
High School Graduate	18.6%	21.6%	24.9%	21.2%	21.7%
GED/Alternative Credential	2.2%	3.0%	3.5%	2.8%	3.0%
Some College, No Degree	22.2%	26.0%	26.0%	19.1%	20.1%
Associate Degree	8.4%	8.3%	8.1%	6.4%	7.0%
Bachelor's Degree	27.0%	19.1%	15.8%	21.4%	21.8%
Graduate/Professional Degree	17.2%	13.3%	9.6%	14.6%	14.0%
2015 Civilian Employment Age 16+	5,563	34,511	89,368	2,573,888	4,748,427
Civilian Employed	92.7%	90.7%	90.2%	93.0%	93.7%
Civilian Unemployed	7.3%	9.3%	9.8%	7.0%	6.3%
2015 Employment by Industry					
Agriculture/Mining	0.2%	0.1%	0.1%	0.2%	0.3%
Construction	5.8%	4.6%	5.2%	4.7%	5.3%
Manufacturing	9.1%	7.7%	8.4%	11.2%	13.0%
Wholesale Trade	2.3%	2.2%	1.8%	2.5%	2.9%
Retail Trade	9.9%	9.0%	9.9%	9.8%	10.6%
Transportation/Utilities	7.0%	9.1%	9.7%	6.4%	6.1%
Information	1.7%	1.9%	2.0%	2.1%	2.0%
Finance/Insurance/Real Estate	7.3%	7.6%	7.1%	8.2%	7.7%
Services	53.7%	53.1%	51.2%	51.2%	48.7%
Public Administration	3.1%	4.7%	4.6%	3.7%	3.4%

Source: U. S. Census Bureau; Esri Forecasts for 2015 and 2020

As shown above, the proportion of the population aged 25 years or more that earned a bachelor's degree or higher, is highest in the one-mile ring at 44.2 percent followed by and CSA at 36.0 and 35.8 percent respectively. The three and five-mile rings are lower at 32.4 and 25.4 percent. The unemployment level within the one, three and five-mile rings ranges from 7.3 to 9.8 percent compared to the county and CSA unemployment levels of 7.0 and 6.3 percent. Employment by industry illustrates that most people in the subject area, are employed in the Services sector, followed by Transportation/Utilities or Retail Trade and then Manufacturing. In the county and CSA most people are employed in the Services sector followed by Manufacturing and then Retail Trade.

INCOME

Income characteristics for the subject market area are summarized below.

ECONOMIC DEMOGRAPHIC SUMMARY					
	1-mile Radius	3-mile Radius	5-mile Radius	Cook County	Chicago- Naperville- Elgin CSA
2015 Income Estimates					
Avg. HH Income	\$76,923	\$78,817	\$68,642	\$77,729	\$85,147
Med. HH Income	\$65,318	\$59,266	\$53,242	\$53,234	\$60,085
Per Capita Income	\$31,431	\$28,485	\$23,902	\$29,878	\$31,676
2020 Income Estimates					
Avg. HH Income	\$86,801	\$88,736	\$77,179	\$88,320	\$96,469
Med. HH Income	\$76,033	\$67,413	\$59,591	\$60,807	\$70,618
Per Capita Income	\$35,593	\$32,182	\$26,941	\$34,066	\$35,960
2015-2020 Income Annual Growth					
Avg. HH Income	2.4%	2.4%	2.4%	2.6%	2.5%
Med. HH Income	3.1%	2.6%	2.3%	2.7%	3.3%
Per Capita Income	2.5%	2.5%	2.4%	2.7%	2.6%
2015 Households by Income					
Household Income Base	4,326	27,560	70,746	1,999,961	3,530,212
<\$15,000	6.5%	9.4%	12.9%	14.1%	11.4%
\$15,000 - \$24,999	8.5%	8.6%	9.4%	9.6%	8.4%
\$25,000 - \$34,999	10.2%	9.5%	10.3%	10.0%	9.1%
\$35,000 - \$49,999	8.5%	12.6%	13.8%	13.3%	12.5%
\$50,000 - \$74,999	23.2%	20.9%	19.4%	17.3%	17.3%
\$75,000 - \$99,999	14.0%	12.7%	12.9%	11.5%	12.6%
\$100,000 - \$149,999	22.3%	15.7%	14.0%	12.7%	15.1%
\$150,000 - \$199,999	4.6%	5.7%	4.2%	5.5%	6.5%
\$200,000+	2.2%	4.8%	3.0%	6.2%	7.0%

Source: U. S. Census Bureau; Esri Forecasts for 2015 and 2020

Similar to the remainder of the metropolitan area, the economy in subject's immediate area is tied to that of greater Chicago. Within the subject area the average household income ranges from \$68,642 to \$78,817. In the county the average household income is \$77,729 and in the CSA it is \$85,147. Within the subject area the median household income ranges from \$53,242 to \$65,318 compared to the county figure of \$53,234 and the CSA figure of \$60,085. Within the subject area as well as the county and CSA, the greatest concentration of households' exhibits an income level of between \$50,000 and \$79,999. From 2015 through 2020 average household income growth is projected to be 2.4 percent in the subject market area, which is slightly lower than the county at 2.6 percent and the CSA at 2.5 percent.

TAPESTRY SEGMENTATION

Tapestry segmentation developed by Esri, Inc. provides an accurate, detailed description of America's neighborhoods—U.S. residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition—then further classifies the segments into LifeMode and Urbanization Groups. LifeMode groups represent markets that share a common experience—born in the same generation or immigration from another country—or a significant demographic trait, like affluence. Tapestry Segments are classified into 14 LifeMode groups. The top tapestry segments in the subject market area are identified below.

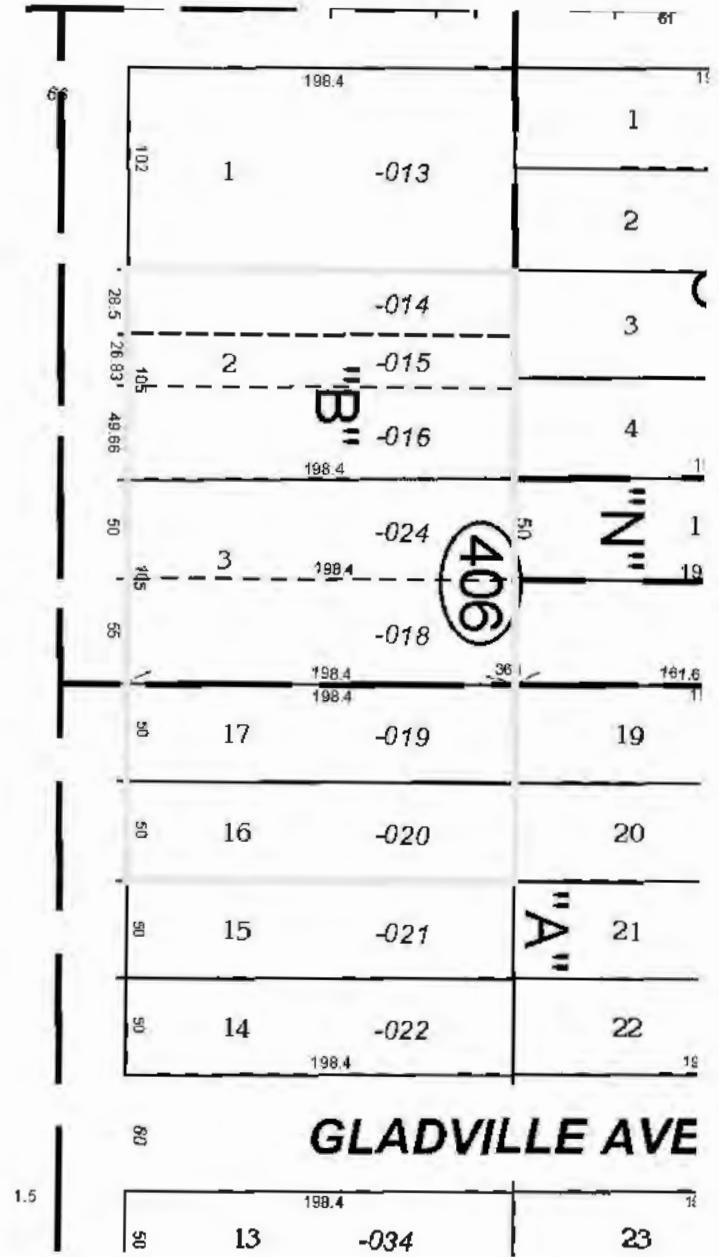
TOP 3 LIFEMODE TAPESTRY SEGMENTS

1-mile Radius	3-mile Radius	5-mile Radius
Pleasantville (2B)	Family Foundations (12A)	Family Foundations (12A)
Parks and Rec (5C)	Pleasantville (2B)	Pleasantville (2B)
Home Improvement (4B)	Rustbelt Traditions (5D)	Comfortable Empty Nesters (5A)

Source: U. S. Census Bureau; Esri Forecasts for 2015 and 2020

CONCLUSION

The subject property is in an established, diverse community with significant commercial, industrial and residential sectors. Its population, housing, and income growth are all stable. Its commercial, business, and industrial sectors all contribute significantly to the local and macro economy, and the community's educational, recreational, and social bases remain strong. Based upon our research and analysis of the immediate and general area, we have concluded the subject area to be a good location for commercial uses, which are in demand by the area residents and businesses.



TAX PARCEL MAP

SITE DESCRIPTION

Location	The subject site is a rectangular-shaped interior parcel of land located along the north side of Ridge Road, four blocks east of Dixie Highway in the Village of Homewood, Cook County, Illinois.
Size and Shape	Per tax parcel maps, the site features approximately 310.00 feet of frontage along the north side of Ridge Road and a maximum depth of 198.40 feet. According to the Cook County Assessor, the total gross site area is approximately 61,379 square feet or 1.41 acres.
Topography	The subject site displays a level topography that is generally level relative to adjoining land uses.
Utilities	The subject site is served by all public and private utilities in the area. The utility providers are as follows: Village of Homewood – sewer and water; ComEd – electricity; NiCor Gas – natural gas; AT&T– telephone.
Zoning and Land Use Control	<p>The subject site is zoned B-1 (CBD) Central Business District and within the Downtown Overlay District by the Village of Homewood. The purpose of the B-1 district is to allow commercial uses that provide goods and services to the Village as a whole. This district provides for a mix of commercial, residential and entertainment uses. The standards are designed to maintain the pedestrian-oriented environment while accommodating larger scale uses. The Downtown Overlay District supplements the B-1 zoning district and allows greater flexibility to promote a transit-oriented downtown by allowing increased densities, adjusted parking regulations and stricter design controls for new developments of appropriate scale in the Central Business District. Regulations within the district are as follows:</p> <ul style="list-style-type: none"> Minimum lot area of 25,000 sf Residential dwellings (per unit) of 1,100 sf No minimum front, side or rear yards for interior lots Maximum building height of 4 stories <p>We have assumed the existing buildings are a legally conforming use of the site; however, this should be verified with legal counsel prior to any transaction.</p>

Soils Analysis	We have not been provided with any soil tests reports that may have been conducted on the subject site. However, we observe that the existing improvements on the site, as well as all adjacent structures to the site, appear stable. Consequently, we have assumed the existing soil conditions are suitable to support the existing use.
Flood Plain Analysis	The subject property lies within a Zone X area (areas of determined to be outside of 500-year floodplain) as indicated on Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 17031C0741J, dated August 19, 2008.
Accessibility	Access to the subject site is limited to Ridge Road from the south. Ridge Road, at this location represents a two-lane, two-way roadway improved with asphalt paving, concrete curbs, gutters, and sidewalks, as well as parallel curbside parking and overhead illumination.
Environmental	We have not been provided with any Phase I environmental site assessment report that may or may not have been conducted on the site. These studies are frequently conducted to determine the likelihood and/or existence of hazardous materials. For the purpose of this report, we have assumed the subject property is not be adversely affected by any substance of an environmentally hazardous nature.
Site Improvements	No access to the subject property was made available to the appraisers. This assignment is based on an exterior property inspection only, viewing those areas of the property visible from the exterior. All information regarding the subject was obtained from public records and an exterior inspection. On the date of inspection, the site was improved with two commercial buildings, one mixed-use retail-residential building and a paved parking lot. The buildings were constructed between 1928 and 1953 and are vacant and reportedly exhibit levels of deferred maintenance. It is the intention of current ownership to raze the structures and hold the property site for future development.

Surrounding Uses

Land uses immediately surrounding the subject site include a vacant site directly to the west of the subject parcel, a Dairy Queen fast food restaurant directly to the east and residential uses to the north and south. The subject is located in the eastern portion of the downtown district of Homewood and less than one half mile east of the Homewood Metra train station.

REAL ESTATE TAXES

Historic Subject Property Taxes

The subject property is identified by the Assessor as Permanent Index No.'s (PIN's) 29-31-406-014, -015, -016, -018, -019, -020 and -024 in Thornton Township, Cook County. Historic assessment and tax levels are summarized below.

SUBJECT PROPERTY REAL ESTATE TAXES					
<u>PIN</u>	<u>2015 Assessment</u>	<u>2014 Assessment</u>	<u>2014 Taxes Payable 2015</u>	<u>2013 Assessment</u>	<u>2013 Taxes Payable 2014</u>
29-31-406-014	\$2,821	\$2,821	\$1,361	\$2,821	\$1,250
29-31-406-015	\$20,145	\$20,145	\$9,721	\$22,936	\$10,164
29-31-406-016	\$35,245	\$6,825	\$3,294	\$7,113	\$3,152
29-31-406-018	\$3,484	\$3,484	\$1,681	\$6,534	\$2,895
29-31-406-019	\$3,168	\$3,168	\$1,529	\$5,940	\$2,632
29-31-406-020	\$35,021	\$35,021	\$16,900	\$18,290	\$8,105
29-31-406-024	\$3,168	\$3,168	\$1,529	\$5,940	\$2,632
Totals	\$103,052	\$74,632	\$36,015	\$69,574	\$30,831

Conclusion

Based on the historical data, the trend has generally been for relatively stable taxes. Recognizing the assessed level for 2015 has increased from the prior year, one would assume taxes payable in 2016 may increase to the same degree.

HIGHEST AND BEST USE

The market value of real estate is based on a property's Highest and Best Use. The concept of *Highest and Best Use* is defined as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property-specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value.⁴

The concept of highest and best use (HBU) is applicable to vacant land as well as improved property.

HIGHEST AND BEST USE AS IF VACANT

In determining the HBU of the site as though vacant, we have considered the defined criteria in formulating our opinion. According to the Village of Homewood, the subject site is zoned B-1 (CBD) Central Business District and within the Downtown Overlay District. The purpose of the B-1 district is to allow commercial uses that provide goods and services to the Village as a whole. The Downtown Overlay District supplements the B-1 zoning district and allows greater flexibility to promote a transit-oriented downtown by allowing increased densities, adjusted parking regulations and stricter design controls for new developments of appropriate scale in the Central Business District.

The subject site contains 61,379 square feet or 1.41 acres and is of sufficient size to accommodate a moderate scale development. Based on surrounding and existing uses, soils conditions appear favorable to support a commercial use development that takes into consideration, the subject's allowable densities. Such a use would be compatible with the surrounding neighborhood, and based on market conditions, represents the maximally productive use of the site. Therefore, the highest and best use as vacant would be for commercial development when financially feasible.

HIGHEST AND BEST USE AS IMPROVED

In determining the HBU of the subject property as presently improved, we have considered the defined criteria in formulating our opinion. The current building improvements represent an underutilization of the site. The improvements are presently vacant and reportedly exhibit levels of deferred maintenance. We have concluded the building improvements contribute no material value to the underlying site. In fact, the existing improvements represent a detriment to value when demolition costs are considered. We have concluded that the maximally productive use of the

⁴ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

property as improved would be for demolition of the existing buildings and redevelopment when feasible.

HIGHEST AND BEST USE CONCLUSION

We have considered the HBU of the subject from both perspectives. In the final analysis, we have concluded the HBU of the site is for redevelopment to commercial use when financially feasible.

VALUATION METHODOLOGY

The three traditional valuation methodologies are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. These methods are defined below.

Cost Approach A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.⁵

Sales Comparison Approach The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.⁶

Income Capitalization Approach A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.⁷

The method which best applies to a property depends on the nature of the property and whether or not it is improved. In the case of the subject property, all three approaches to value were considered. Recognizing the subject represents a re-development parcel, the Sales Comparison Approach to value was deemed most relevant and was relied upon exclusively.

⁵ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

⁶ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

⁷ The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010)

LAND VALUATION

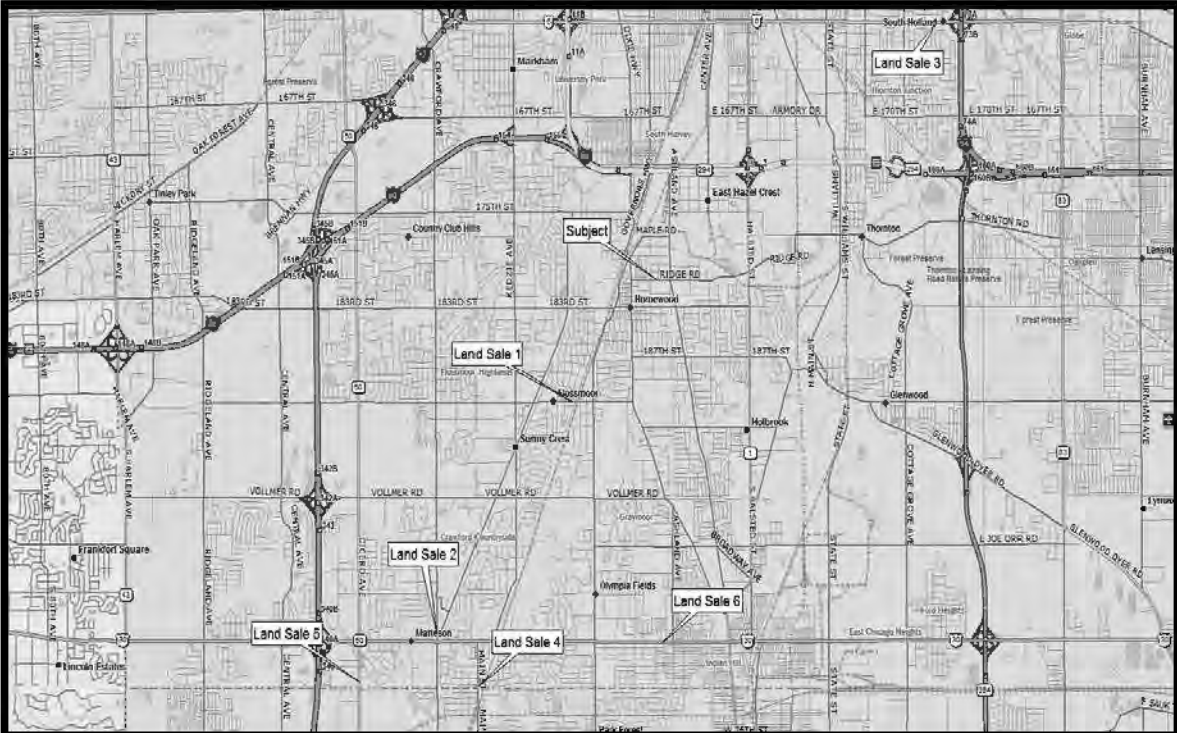
We have utilized the sales comparison approach method in estimating the value of the subject site as vacant. The principle of substitution represents the underlying rationale of the Sales Comparison Approach. This approach is generally considered a credible method for estimating the value of real property when the market is active and a significant number of recent sales exist. The most frequently employed unit of comparison for vacant land such as the subject property is the price paid per square foot.

We have researched recent land sale transactions in the subject market area and concluded the following sales to be most comparable to the subject property. A map and sale photographs are presented on the pages that follow the summary below.

COMPARABLE LAND SALES SUMMARY

	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Subject
Location	2611-2633 Flossmoor Road, Flossmoor, IL	21012 Crawford Ave., Matteson, IL	1111 162nd Street, South Holland, IL	21471 Main Street, Matteson, IL	21447 S Cicero Ave., Matteson, IL	362 W. Lincoln Highway, Chicago Heights, IL	1722-1744 Ridge Road, Homewood, IL
Sale Date	Current Offering	June-15	April-15	February-15	January-15	June-14	---
Sale Price	\$450,000	\$650,000	\$500,000	\$355,000	\$315,000	\$210,000	---
Size (Acres)	0.86	0.92	2.22	1.12	1.29	0.93	1.41
Size (SF)	37,501 SF	40,001 SF	96,829 SF	48,874 SF	56,271 SF	40,441 SF	61,379 SF
Price PSF	\$12.00	\$16.25	\$5.16	\$7.26	\$5.60	\$5.19	---
Configuration	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
Zoning	B-5, Flossmoor	C-4, Matteson	GB, South Holland	C-1, Matteson	MXD, Matteson	B2, Chicago Heights	B-1, Homewood
Traffic Count	4,350 on Flossmoor Road	19,700 on Crawford Ave.	32,400 on 162nd Street	2,350 on Main Street	20,800 on Cicero Ave.	25,900 on Lincoln Hwy.	9,100 on Ridge Road
Demolition	No	No	No	No	No	No	As if Vacant
Intended Use	Hold for development	Proposed car wash	Hold for development	Parking Lot	Proposed Sherwin Williams Store	Proposed Dollar General	Hold for Development
Grantor	Marketed for sale by Millennium Properties	M&S Consent, Inc.	Mkd Enterprises, LLC	Tracy Paul	Tf-Lincoln Mall, LLC	Amir Nikpourri	---
Grantee	563 DOM	SV Matteson, LLC	GW Fidelity S Holland, LLC	Mfh Investment Trust	Mgoblue, LLC	DG Chicago Heights Illinois Route 30 and Scott Ave/Millco Investments	---
Doc. No.	Co-Star ID 6480816	Recorded Doc 15-17522033	Recorded Doc 15-12135015	Recorded Doc 15-07042003	Recorded Doc 15-03015038	Recorded Doc 14-16404101	---

COMPARABLE LAND SALE EXHIBITS



Comparable Land Sale Map



Land Sale No. 1

COMPARABLE LAND SALE EXHIBITS



Land Sale No. 2



Land Sale No. 3

COMPARABLE LAND SALE EXHIBITS



Land Sale No. 4



Land Sale No. 5

COMPARABLE LAND SALE EXHIBITS



As displayed, there were a few sales involving parcels of land that we have considered in this analysis. The unadjusted unit prices displayed by the sales data ranges from \$5.16 to \$16.25 psf of site area, with a mean and median of \$8.58 psf and \$6.43 psf, respectively.

In analyzing the sale data, we have considered property rights transferred, financing terms, conditions (motivation) of sale, market conditions, location, physical characteristics, available utilities, and zoning.

Each sale involved the transfer of fee simple title, similar to the rights assumed for the subject site, and adjustments for this factor were not necessary. Each sale price is expressed in terms of cash or a cash equivalent and no further adjustments are required for financing terms. With regard to conditions of sale, the parties to each of the closed transaction were identified as acting in what they considered their best interest, with no party necessarily compelled to sell. Land Sale 1 is a current offering and was adjusted downward to reflect typical buyer/seller negotiations that occur. The sales occurred between June 2014 and June 2015. Market conditions have stabilized over the recent years and no adjustment for market conditions is warranted.

In terms of location, the subject property and each of the comparable sales are located in collar communities in the south Cook County. Furthermore, the subject is located in the downtown district in the Village of Homewood and four blocks from the Homewood Metra Train Station. Land Sale 1 is similar in being located in the downtown district of Flossmoor and Land Sale 4 is

located in the downtown district of Matteson. Both these sales are located proximate to their respective Metra Train Station and offer a highly similar locational appeal as the subject. Land Sale 6 is considered inferior to the subject's location with regards to demographics and home values and requires an upward adjustment.

The sales were adjusted for differences in site area size. Land Sales 1, 2 and 6 are smaller than the subject and a downward adjustment was required to reflect the economies of scale as compared with the subject site size. Conversely, Land Sale 3 is larger in site size and requires an upward adjustment.

Land Sales 1 and 4 offer an inferior traffic count as compared to the subject and required upward adjustments. Conversely, Land Sales 2, 3, 5 and 6 offer superior traffic counts and were adjusted downward. Each of the Land Sales are vacant lots with similar zoning and no adjustments were required for demolition or zoning. Land Sale 4 is a parking lot located across the street from the Metra Station with paid parking spaces and required a downward adjustment for other factors for superior economic characteristics.

The following grid provides insight relative to the magnitude of the adjustments employed in the analysis

LAND SALE ADJUSTMENT GRID						
Sale No.	1	2	3	4	5	6
Price/SF	\$12.00	\$16.25	\$5.16	\$7.26	\$5.60	\$5.19
Property Rights	↔	↔	↔	↔	↔	↔
Financing	↔	↔	↔	↔	↔	↔
Condition of Sale	↓↓	↔	↔	↔	↔	↔
Market Conditions	↔	↔	↔	↔	↔	↔
<u>Other:</u>						
Location	↔	↔	↔	↔	↔	↑↑
Size	↓	↓	↑	↔	↔	↓
Exposure/Visibility	↔	↔	↔	↔	↔	↔
Traffic Count	↑	↓	↓	↑	↓	↓
Zoning	↔	↔	↔	↔	↔	↔
Demolition	↔	↔	↔	↔	↔	↔
Other Factors	↔	↔	↔	↓	↔	↔
Net Adjustments	↓↓	↓↓	↔	↔	↓	↔

We have considered the foregoing data as it represents the most comparable sales data in the market. Emphasis was placed on Land Sales 1 and 4 due to their highly similar location within their respective downtown districts, however Land Sale 1 is a current offering and one would expect a lower value per square foot after close due to typical negotiations. Based on the foregoing analysis, we have concluded that the market value as vacant of the fee simple estate as of the date of inspection is best reflected at approximately \$8.00 per square foot of site area.

Therefore, the estimated land value, as if vacant is calculated as follows.

ESTIMATED LAND VALUE - AS IF VACANT			
Site Size		Estimated Value / SF	Land Value
61,379 SF	x	\$8.00	= \$491,032
Rounded			\$490,000

In order to estimate the land value, as currently improved with the existing buildings, we need to consider demolition costs as well as a contingency factor. In estimating demolition costs for the subject improvements, we have relied upon Marshall Valuation Service (MVS) by Marshall & Swift, LP, which is commonly accepted as a reliable source for construction cost data within the real estate industry.

Per MVS building demolition costs Class C buildings such as the subject range from \$4.06 to \$6.05 per square foot of building area. It is the intention of current ownership to raze the buildings on the site, and the property representative reports they are currently working on taking demolition bids from outside contractors but no formal bid has been accepted. Without an actual demolition quote, it is difficult to develop a demolition estimate with a high level of confidence. We have therefore, estimated demolition costs at the low end of the MVS range together with a 10 percent contingency factor. We have therefore, estimated demolition costs at \$4.00 per square foot of GBA (12,000 sf).

Therefore, the estimated land value, as currently improved is calculated as follows:

ESTIMATED LAND VALUE - AS IMPROVED			
Site Size		Estimated Value /SF	Land Value
61,379 SF	x	\$8.00	= \$491,032
Less Demolition Costs (\$4.00 x 12,000 GBA)			(\$48,000)
Less 10% Contingency Factor			(\$4,800)
			\$438,232

**AS IS MARKET VALUE OF THE FEE
SIMPLE ESTATE IN THE SUBJECT AS
OF JANUARY 2, 2016**

Rounded \$440,000



FINAL VALUE CONCLUSION

We have conducted an appraisal of the subject property as outlined in the scope of engagement section of this report. The results of our valuation are summarized below.

VALUATION SUMMARY	
<i>Value Perspective:</i>	<i>As Is Market Value Fee Simple Estate</i>
Effective Date	January 2, 2016
Land Value As Vacant	\$490,000
Cost Approach	Not Applicable
Sales Comparison Approach	\$440,000
Income Capitalization Approach	Not Applicable

The valuation method which best applies to a property depends on the nature of the property and whether or not it is improved. In the case of the subject property, all three methods of valuation were considered, although the cost and income capitalization approaches were not considered applicable based on the nature of the property.

In the Sales Comparison Approach, we considered a variety of sales that were considered sufficiently comparable to the subject property. The sales were useful in supporting an overall value conclusion for the subject property. We have emphasized the Sales Comparison Approach in the final analysis since this methodology directly reflects the interaction of buyers and sellers in the marketplace.

Based on our analysis, which is subject to the assumptions and limiting conditions contained herein, we estimate the **As Is Market Value** of the Fee Simple Estate in the subject property, as of January 2, 2016, to be:

FOUR HUNDRED FORTY THOUSAND DOLLARS

\$440,000

PROFESSIONAL QUALIFICATIONS

GEORGE W. SARGEANT, MAI, CCIM

EXPERIENCE

Mr. Sargeant has been involved in the area of real estate appraisal for over 28 years and has appraised property in 20 states. Over this period Mr. Sargeant has been exposed to many types of commercial properties, including: CBD and suburban office buildings; numerous hotels; retail properties ranging from big box single tenant to super regional malls; various residential developments ranging from proposed single family new construction to condominium conversions of loft buildings; urban and suburban apartment complexes; various industrial facilities ranging from inner-city loft buildings to state-of-the-art regional distribution facilities; mobile home parks; master planned mixed use developments; as well as several special use properties such as a 200 mile right-of-way, and a land fill facility. Engagements have consisted of performing real estate appraisals, portfolio valuations, partial interest valuations, expert witness testimony, site evaluation studies, appraisal reviews, highest and best use studies, market supply and demand analyses, and acquisition due diligence.

AFFILIATIONS

MAI Member of the Appraisal Institute

CCIM Member of the Commercial Investment Real Estate Institute

Member of the Chicago Association of Realtors

LICENSES

Illinois Certified General Real Estate Appraiser

Other State Appraiser Licenses Are Maintained As Needed

Illinois Licensed Real Estate Managing Broker

EDUCATION

MBA, Real Estate Finance, DePaul University

BS, Finance, Southern Illinois University

EMPLOYMENT

1998 to Present Sargeant Realty Advisors, Inc.

1994 to 1998 Joseph A. Renzi & Associates, Inc.

1990 to 1994 Landauer Associates, Inc.

1989 to 1990 Laventhol & Horwath

1986 to 1989 Pannell Kerr Forster

PROFESSIONAL QUALIFICATIONS

MAUREEN PLEBANEK*EXPERIENCE*

Ms. Plebanek has performed appraisals of various property types throughout Illinois.

Appraisal experience includes proposed and existing office, retail and industrial developments that are either single or multi tenant in design. She is also familiar with the valuation of vacant commercial, industrial and residential land, including subdivision analysis, and single and multi family residential properties.

Ms. Plebanek has appraised various interests including fee simple and leased fee. The purposes of these appraisals have been for a variety of uses including internal asset management, estate planning and financing.

LICENSES

Illinois General Certified Real Estate Appraiser

EDUCATION

Bachelor of Arts, Columbia College, Chicago

EMPLOYMENT

2011 to Present	Sargeant Realty Advisors, Inc
2003 to 2010	Kunkel & Associates, Inc.
2003	Spiegel Catalogue, Inc.
1999 to 2001	Oilily, USA
1994 to 1999	Sears, Roebuck & Co.

PARTIAL LIST OF CLIENTS SERVED

Commercial Lending Institutions

Associated Bank
Compass Bank
Bank of the West
Citizens Financial Group, Inc.
Cole Taylor Bank
Cosmopolitan Bank
Fifth Third Bank N.A.
First Bank and Trust Company
First Midwest Bank
Fremont Investment and Loan
IndyMac Bank
Key Bank N.A.
LaSalle Bank N.A.
National City Bank
New Century Bank
Old Second National Bank
Pullman Bank
Regency Savings Bank
South Central Bank
Standard Federal Bank N.A.
Wells Fargo Bank

Mortgage Lenders

Baird & Warner Capital
Barclays Capital Real Estate, Inc.
Cohen Financial
Column Financial
Credit Suisse First Boston
GE Mortgage Capital
GMAC Commercial Mortgage Corp.
Heller Financial
ING Investment Management
J.P. Morgan Mortgage Capital
Midland Loan Services
Prudential Mortgage Capital Co.

Legal Community

Buyer & Rubin
Fuchs & Roselli
Kalcheim, Schatz & Berger
Piper Marbury Rudnick & Wolfe
Quarles & Brady
Sarnoff & Baccash
Schatz & Berger
State's Attorney Office of Cook County

A PARTIAL LIST OF PROPERTIES APPRAISED

Condominium and Townhome Developments

The Montgomery, Chicago, IL
 The Domain, Chicago, IL
 1500 W. Monroe, Chicago, IL
 The Venetian, Chicago, IL
 Shadow Creek at Gregg's Landing, Vernon Hills, IL
 Par Venu Condominiums, Chicago, IL
 Berwyn Manor, Berwyn, IL
 Brown Street Station, Forest Park, IL
 Churchill Row, Chicago, IL
 Old Town Square II, Chicago, IL
 Via Como I and II, Chicago, IL
 Town of Fort Sheridan, Highwood, IL
 Bryn Mawr Place, Chicago, IL
 Numerous smaller development and conversion projects

Commercial Office Buildings

Northwest O'Hare Office Plaza, Des Plaines, IL
 AON Building, Glenview, IL
 Accenture HQ, Northbrook, IL
 Blue Cross Blue Shield HQ, Chicago, IL
 11 S. LaSalle Street, Chicago, IL
 Bank One Tower, Indianapolis, IN
 Buhl Building, Detroit, MI
 Bank One Building, Peoria, IL
 Bixby & Kruthers Building, Chicago, IL
 Brewery Park, Detroit, MI
 Crain's Building, Chicago, IL
 Nextel Building, Elmhurst, IL
 6 W. Hubbard, Chicago, IL
 Cantera Portfolio, Warrenville, IL
 IDS Centre, Minneapolis, MN
 Numerous smaller office buildings

Hotels

Radisson O'Hare, Rosemont, IL
 Sybaris Club, Northbrook, IL
 Sybaris Club, Frankfort, IL
 Doubletree Club, Palatine, IL
 Hawthorne Suites Ltd., Kenosha, WI
 Radisson Hotel, Chicago, IL
 Marquette Hotel, Minneapolis, MN
 Days Inn Lincoln Park, Chicago, IL

Subdivisions and Vacant Land

10 Property Palumbo Portfolio, Metro Chicago, IL
 Bartlett Town Center Site, Bartlett, IL
 3 Large Parcels, Kenosha, WI
 Townhome Site, Inverness, IL
 Protective Parking Sites, Chicago, IL
 Courts of Liberty Grove, Libertyville, IL
 2500 W. Bradley St., Chicago, IL
 Numerous smaller sites

Industrial Buildings

Roman Industries, 800 Rohlwing Rd., Addison, IL
 Birmingham Steel Mill, Joliet, IL
 6855 W. 65th Street, Bedford park, IL
 800 Bierman Court, Mount Prospect, IL
 1051 Douglas Street, Batavia, IL
 515 N. Enterprise Street, Aurora, IL
 3150 W. 36th Place, Chicago, IL
 300 S. Hicks Road, Palatine, IL
 90 E. Marquardt Drive, Wheeling, IL
 Numerous smaller industrial buildings

Apartment Communities

Polk Street Station, Chicago, IL
 The Glen Town Center, Glenview, IL
 2 E. Eighth Street, Chicago, IL
 The Fisher Building, Chicago, IL
 Colonial Court, Davenport, IA
 Four Towers, Chicago, IL
 Fox Pointe, East Moline, IL
 Dunlap Oaks, Peoria, IL
 Times Square, Chicago, IL
 Surrey Park, Ann Arbor, MI
 1212 S. Michigan, Chicago, IL
 Village Park, Carol Stream, IL
 Numerous courtyard apartment buildings

Regional Malls and Shopping Centers

Woodfield Mall, Schaumburg, IL
 The Glen Town Center, Glenview, IL
 Briarwood Mall, Ann Arbor, MI
 Bloomington Factory Outlet Center, Bloomington, IL
 Main Street Commons, Evanston, IL
 Sportmart Center, Chicago, IL
 Twin Ponds Marketplace, Crystal Lake, IL
 Gateway Center, Hinsdale, IL
 West Shore Mall, Holland, MI
 Eden Prairie Center, Eden Prairie, MN
 Kmart Center, Joliet, IL
 Weed Street District, Chicago, IL
 Gateway Center, Champaign, IL
 Numerous smaller retail centers

Net Leased Investments

26 Net Leased Burger Kings, Metro Chicago, IL
 35 White Hen Pantry Funeral Homes, Metro Chicago, IL
 Arby's QSR, Hobart, IN
 5 Net Leased Murray's Auto Parts Stores, Metro Chicago, IL
 3 Net Leased Tutor Time Day Care Facilities, Metro Chicago, IL
 Blockbuster Video, Chicago, IL
 Blockbuster Video, Waukegan, IL
 Blockbuster Video, Harvard, IL
 Blockbuster Video, Berwyn, IL
 Sur La Table, Chicago, IL
 7-11 Store, Skokie, IL
 Duron Paint & Wallpaper, Joliet, IL
 Murray's Auto Parts Store - North, Hammond, IN
 Frank's Nursery & Crafts, Orland Park, IL
 Osco Pharmacy, Chicago, IL

Special Use Properties

Kemper Lakes GC Land, Hawthorne Woods, IL
 Mancari Chrysler, Des Plaines, IL
 InnerNet Center, Chicago, IL
 Bally's Total Fitness, Chicago, IL
 House of Blues Entertainment Venue, Chicago, IL
 St. John Ice Arena and Fitness Center, St. John, IN
 Royal George Theatre, Chicago, IL
 Spot Not Carwash, Alsip, IL
 Woodfield Lexus, Schaumburg, IL
 Sunset Ridge Mobile Home Park, Glenview, IL
 B'nai Emunah Temple, Skokie, IL

Master Planned Developments

Harbor Park, Kenosha, WI
 Sierra Ridge, Country Club Hills, IL
 Maple Point Bus. Park, Woodridge, IL

ADDENDA

WINTRUST FINANCIAL CORPORATION™

December 18, 2015

Appraisal Engagement Letter

George Sargeant
Sargeant Realty Advisors, Inc.
7720 W Touhy, Suite A
Chicago, IL 60631

Dear George:

This Engagement Letter ("Agreement") is the written agreement between Wintrust Financial Corporation and George Sargeant ("Appraiser") of Sargeant Realty Advisors, Inc. ("Appraisal Firm") for appraisal services. Upon execution of this Agreement, you are authorized to perform appraisal services for the transaction described, according to the terms and conditions specified.

PROPERTY INFORMATION				
Borrower / Project Name	Homewood – Chicago Heights Group Venture, LLC			
Property Contact:	Mona Navitsky, 312-543-1250			
Property Address:	1700-1780 Ridge Rd, Homewood, IL 60430			
Property Description:	Commercial Property. Total of Lot Size: 2.33 acres. Pin(s): 29-31-406-013 thru -016, -018 thru -022 & 024. Buildings onsite, but value is believed to be in underlying land.			
Scope of Work Considerations				
Interests Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leased Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (see instructions)	Property Type <input type="checkbox"/> Vacant Land <input type="checkbox"/> Land Development <input type="checkbox"/> Existing Structure(s) <input checked="" type="checkbox"/> Other- Underlying Land value	Valuation Date <input checked="" type="checkbox"/> Current <input type="checkbox"/> Future Date <input type="checkbox"/> Other (see instructions)	Value Premise <input checked="" type="checkbox"/> As-Is <input checked="" type="checkbox"/> As-If Conditions Met (see assumptions/ conditions) <input type="checkbox"/> As-Stabilized <input type="checkbox"/> Other (see instructions)	Valuation <input checked="" type="checkbox"/> Market Value <input type="checkbox"/> Bulk Value <input type="checkbox"/> Gross/Net Retail Sales <input type="checkbox"/> Liquidation Value <input type="checkbox"/> Other (see instructions)
Brief Scope of Work Requirements: For all owner-occupied / fee simple properties: If during the highest and best use analysis, it is determined that the most likely purchaser of the subject property would ultimately be an investor who would in turn look to lease the property, the appraisal should include both the estimated market value as an income producing property (with all applicable lease-up costs considered), as well as the estimated market value based on the continued owner-occupied use of the subject (even if it is concluded not to be the highest and best use).				
Other valuations requested: Please include a value of the land of the subject property, less costs to raze current improvements.				
Other Instructions: Please prepare appraisal report for WINTRUST FINANCIAL CORPORATION and BARRINGTON BANK AND TRUST				
Client Contacts	Real Estate Services			
Name	Lisa Peterman			
Address	1101 Lakeview Parkway, Vernon Hills, IL 60061			
Contact info:	appraisals@wintrust.com or 877-590-4026 (fax)			
Questions regarding the scope of this particular assignment or questions regarding the bank's appraisal policies and appraisal standards should be directed to the individual signing this letter for the bank on behalf of Wintrust Financial Corporation.				
*For any commercial multi-tenant appraisals, if copies of leases and operating expenses are not made available at the time of engagement, Wintrust Financial Corporation's expectation is that the appraiser will request these items from the property contact provided. If actual leases and operating expenses are not made available by either the bank or the property contact then the expectation is that WTFC will be contacted prior to completing the final report. If leases are presented to the appraiser we ask that each individual lease be analyzed and read carefully.				
*If we are requesting an ARGUS DCF analysis we require that the individual schedules also be provided in a pdf format along with the final copy of the appraisal report to assist in our review.				
*All property inspections under appraisement for Wintrust Financial Corporation must be completed by a certified general appraiser. If a trainee or residential appraiser is conducting the property inspection they must be accompanied by a certified general appraiser to comply with Wintrust Financial Corporation standards and expectations or receive approval prior to inspection for a trainee only inspection.				
*Wintrust Financial Corporation asks that the appraisal firm establish contact the property contact provided within 5 business days of the official engagement letter being received to coordinate the property inspection and request any additional supporting items needed to complete the assignment.				

Fee and Delivery					
Appraisal Fee	\$1,600	Delivery Date	January 15, 2015	Copies	One (1) PDF Copy for all assignments, hard copies only upon request
Other	Please include a fully executed copy of this Engagement Letter in the Addendum of the Final Report.				
Please deliver one (1) PDF version of the appraisal via email and if hard copies are needed we will request at the time of engagement.					

Standards

- Client, Users & Use:** The report will state that "the client is Wintrust Financial Corporation" and the report should also include the specific bank named in the engagement; that "the intended Users are "Wintrust Financial Corporation" and the report should also include the specific bank named in the engagement, its affiliates, and loan participants"; and that the intended use is "for purposes of loan underwriting, asset management or asset disposition".
- Compliance:** The report will comply with the standards of the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) as well the standards of all governing entities overseeing Wintrust Financial Corporation chartered banks. This includes but is not limited to the appraisal policies and procedures of Wintrust Financial Corporation, the Federal Reserve Bank and the regulations of the Office of the Comptroller of the Currency (OCC), and federal law, including but not limited to the Financial Institutions Reform, Recovery and Rehabilitation Act (FIRREA), as amended. References to federal banking regulation will be made to publication of the OCC.
- Minimum standard of an Appraisal Report:** The report will contain that degree of narrative, supported by pertinent documentation, that reflects the complexity of the appraisal assignment and informs the reader of the logic, reasoning, judgment, and analysis applied by the Appraiser in reaching the value conclusions.
- Property Inspection:** The property will be inspected by the Appraiser, or by qualified personnel from the Appraiser's Firm.
- For any Restricted Appraisal that is engaged the final reports are required to fully comply with the USPAP standards for such an appraisal as defined by the content outlined in the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice.

Contents of Appraisal Reports

- Scope of Work:** The report will contain a thorough narrative description of the type and extent of research and analyses deemed by the Appraiser to be necessary to complete the assignment. The Scope of Work will be discussed in sufficient detail with the Client prior to acceptance of this assignment. If during the course of the assignment the Appraiser determines that the appropriate Scope of Work varies from that discussed with the Client, that change must be discussed with and approved by the undersigned officer of Wintrust Financial Corporation.
- Certification:** The report will contain the signed Certification of the Appraiser, certifying, among other things, that:
 - The Appraisal Report has been prepared in compliance with USPAP, FIRREA and other relevant laws and regulations, including those of the OCC, and the policies and procedures of Wintrust Financial Corporation.
 - The name of the individual(s) who inspected the subject property (see Property Inspection requirements above).
 - The Appraiser has personally performed, and/or has supervised and approved any material appraisal services performed by others;
 - The Appraiser accepts full professional responsibility and liability for the appraisal services and report;
 - If the Appraiser accepts an assignment with a lack of knowledge and/or experience the Appraiser is then required per USPAP to describe the lack of knowledge and/or experience and the steps taken to complete the assignment competently in the report.
 - The Appraiser is a Certified General Appraiser lawfully permitted to appraise property in the state where the property is located;
 - The Appraiser is an independent contractor and is not an employee, partner, principal or agent of Wintrust Financial Corporation;
 - The Appraiser performed the appraisal services independently, and has no interest, financial or otherwise, direct or indirect, in the subject property or contemplated transaction, beyond the delivery of these appraisal services in consideration of the Appraisal Fee;
- Table of Contents:**
- As relevant to effectively describe the property and improvements, improvement sketches or plan reductions, with measurements and other detail sufficiently legible that calculations made by the Appraiser may be independently verified;
- Description of the rationale and adjustments made to sales and rental comparables **including adjustment grids** within the report;
- Legal description of the subject property, in addition to the property identification required by USPAP;
- Photographs of the subject property and if available, or possible, all improved sales;
- If applicable, the estimate of the effective age and remaining economic life of any appraised property improvements;
- If applicable, a fully executed copy of this Agreement in the addenda of the report;
- The license or certification number and expiration date of the Appraiser;

Value Definitions: The Appraiser will rely on the definitions in USPAP and his or her professional judgment to develop the market valuations requested. To the extent these are not defined in USPAP and/or real estate industry participants may have different definitions, the Appraiser should consider Wintrust Financial Corporation's general definitions in developing the value(s):

- Gross Retail Value:** Generally, the aggregate sales value of units within a development, without adjustment or discount for profit, holding period costs, marketing expenses, leasing or sales commissions, tenant improvements or repairs, or other expenses.
- Net Retail Value:** The Gross Retail Value, net of adjustments and discounts for profit, holding period costs, marketing expenses, leasing and sales commissions, tenant improvements or repairs, and other expenses, including adjustment for the time value of money.
- Bulk Value** is the value of the appraised property, as-if sold in an orderly market transaction to a single investor who would then complete the project. Bulk Value should reflect the adjustments and discounts that a market investor would consider in its analysis.
- Liquidation Value** is the value of the appraised property as if sold in a default situation to a market investor, net of the adjustments and discounts such an investor might make in its investment analysis.

Payment Wintrust, or the affiliated bank, will pay the Appraiser directly, upon receipt of a proper invoice and acceptance of the Appraisal Report.

Ownership Wintrust Financial Corporation will own the Appraisal Report, and its supporting documentation, analysis, data or other information used to support its facts, assumptions, conditions and conclusions. To the extent that Appraiser holds this information at its office, Appraiser agrees to timely deliver the information to Wintrust Financial Corporation upon its request. Wintrust Financial Corporation may share the Appraisal Report and/or supporting information with other parties of its choice without restriction and without further notice to, or approval of, Appraiser or his or her firm.

Failure to Deliver by the Delivery Date If the Appraisal Report will not be delivered by the Delivery Date, the Appraiser will notify the undersigned immediately. Wintrust Financial Corporation may, at its discretion, assess a penalty of up to 10% of the Appraisal Fee for each day the report is past due.

Termination Wintrust Financial Corporation, at its option, for any reason, with or without cause, may terminate this agreement by giving written notice to Appraiser. If terminated, payment for services will be limited to the lesser of i) the Appraisal Fee, net of any penalty assessed for a past due report, or ii) actual vendor time and out-of-pocket costs incurred in connection with the performance of this agreement, supported by documentation acceptable to Wintrust Financial Corporation, to the date of termination.

Review and Acceptance Wintrust Financial Corporation reserves the right to review the Appraisal Report, and may require modifications, corrections, additional work or additional information before accepting the same. You agree to work in good faith with Wintrust Financial Corporation to resolve any objections to the Appraisal Report, within the restrictions of USPAP, federal law and regulation, and standards of professional conduct. Wintrust Financial Corporation will not be responsible for any expenses incurred in the completion of this assignment, beyond the Appraisal Fee.

Confidentiality Wintrust Financial Corporation is subject to numerous laws and regulations regarding the privacy of information. Appraiser acknowledges that it is familiar with and will abide by these laws and regulations in every regard, and will hold in confidence all information furnished by any party in connection with this assignment, including but not limited to Wintrust Financial Corporation, the borrower, property owner, and attorneys, and will not discuss or disclose this information to any party outside of Wintrust Financial Corporation. If the Appraiser is served with a legal notice for discovery of any information, the Appraiser will notify Wintrust Financial Corporation immediately.

Professional Liability Appraiser and the Appraiser's Firm, if any, accepts full professional liability for the contents of the Appraisal Report. Any statement in the Appraisal Report that would limit or disclaim that liability will not be valid, even if the report is accepted by the Client. Appraiser certifies that professional liability insurance in an amount not less than \$100,000 is currently maintained by the Appraiser, or is maintained by the Appraiser's Firm and extends to cover the Appraiser. A copy of the liability insurance declaration will be furnished to Wintrust Financial Corporation upon its request.

Entire Agreement This Engagement Letter constitutes the entire agreement between the Bank and the Appraiser. Any changes in this Engagement Letter must be authorized in writing by the undersigned, and both parties agree that they will not accept any oral modification of this agreement.

Thank you for accepting this appraisal assignment.

Sincerely,



Lisa H Peterman
Real Estate Services
Wintrust Financial Corporation

Signed and agreed:

George W.

Appraiser's Signature:

Sargeant, MAI

Digitally signed by George W. Sargeant, MAI
DN: cn=George W. Sargeant, MAI,
o=SARGEANT Realty Advisors, Inc.,
ou=Certified General Appraiser,
email=george@sargeantrealty.com, c=US
Date: 2015.12.18.16:21:33 -06'00'
Expiration Date:

Appraiser Certification #:

SARGEANT
REALTY ADVISORS, INC.

7720 West Touhy Avenue, Suite A – Chicago, Illinois 60631-4064
773.467.4400 – www.sargeantrealty.com



SARGEANT
REALTY ADVISORS, INC.

7720 West Touhy Avenue, Suite A – Chicago, Illinois 60631-4064
773.467.4400 – www.sargeantrealty.com





Business Summary

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

Data for all businesses in area	1 mile	3 miles	5 miles
Total Businesses:	627	3,232	7,695
Total Employees:	4,971	37,037	89,813
Total Residential Population:	10,676	76,274	205,808
Employee/Residential Population Ratio:	0.47:1	0.49:1	0.44:1

by SIC Codes	Employees				Employees				Employees			
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture & Mining	7	1.1%	30	0.6%	52	1.6%	270	0.7%	124	1.6%	712	0.8%
Construction	48	7.7%	333	6.7%	226	7.0%	2,195	5.9%	507	6.6%	4,128	4.6%
Manufacturing	6	1.0%	71	1.4%	102	3.2%	3,610	9.7%	247	3.2%	8,760	9.8%
Transportation	11	1.8%	121	2.4%	124	3.8%	2,270	6.1%	311	4.0%	4,482	5.0%
Communication	7	1.1%	55	1.1%	31	1.0%	370	1.0%	83	1.1%	588	0.7%
Utility	1	0.2%	35	0.7%	11	0.3%	226	0.6%	28	0.4%	374	0.4%
Wholesale Trade	27	4.3%	146	2.9%	145	4.5%	1,679	4.5%	330	4.3%	3,631	4.0%
Retail Trade Summary	109	17.4%	1,103	22.2%	559	17.3%	5,914	16.0%	1,411	18.3%	14,824	16.5%
Home Improvement	8	1.3%	49	1.0%	30	0.9%	469	1.3%	76	1.0%	1,036	1.2%
General Merchandise Stores	2	0.3%	44	0.9%	20	0.6%	692	1.9%	47	0.6%	1,490	1.7%
Food Stores	9	1.4%	172	3.5%	62	1.9%	917	2.5%	147	1.9%	2,563	2.9%
Auto Dealers, Gas Stations, Auto Aftermarket	5	0.8%	28	0.6%	60	1.9%	437	1.2%	212	2.8%	1,564	1.7%
Apparel & Accessory Stores	7	1.1%	25	0.5%	35	1.1%	159	0.4%	83	1.1%	352	0.4%
Furniture & Home Furnishings	12	1.9%	75	1.5%	59	1.8%	383	1.0%	120	1.6%	643	0.7%
Eating & Drinking Places	32	5.1%	541	10.9%	158	4.9%	2,102	5.7%	428	5.6%	5,236	5.8%
Miscellaneous Retail	35	5.6%	169	3.4%	135	4.2%	756	2.0%	298	3.9%	1,940	2.2%
Finance, Insurance, Real Estate Summary	89	14.2%	366	7.4%	379	11.7%	1,857	5.0%	916	11.9%	4,086	4.5%
Banks, Savings & Lending Institutions	26	4.1%	112	2.3%	136	4.2%	613	1.7%	366	4.8%	1,350	1.5%
Securities Brokers	14	2.2%	58	1.2%	46	1.4%	190	0.5%	86	1.1%	344	0.4%
Insurance Carriers & Agents	22	3.5%	75	1.5%	84	2.6%	440	1.2%	180	2.3%	986	1.1%
Real Estate, Holding, Other Investment Offices	26	4.1%	121	2.4%	113	3.5%	614	1.7%	284	3.7%	1,406	1.6%
Services Summary	295	47.0%	2,556	51.4%	1,431	44.3%	17,168	46.4%	3,321	43.2%	43,405	48.3%
Hotels & Lodging	0	0.0%	3	0.1%	14	0.4%	123	0.3%	29	0.4%	275	0.3%
Automotive Services	8	1.3%	28	0.6%	104	3.2%	497	1.3%	321	4.2%	1,462	1.6%
Motion Pictures & Amusements	16	2.6%	278	5.6%	68	2.1%	1,071	2.9%	161	2.1%	2,054	2.3%
Health Services	47	7.5%	558	11.2%	220	6.8%	4,987	13.5%	467	6.1%	13,323	14.8%
Legal Services	27	4.3%	94	1.9%	62	1.9%	239	0.6%	94	1.2%	363	0.4%
Education Institutions & Libraries	13	2.1%	310	6.2%	101	3.1%	3,647	9.8%	264	3.4%	12,503	13.9%
Other Services	183	29.2%	1,285	25.8%	862	26.7%	6,604	17.8%	1,986	25.8%	13,426	14.9%
Government	11	1.8%	123	2.5%	80	2.5%	1,347	3.6%	186	2.4%	4,462	5.0%
Unclassified Establishments	16	2.6%	32	0.6%	92	2.8%	130	0.4%	232	3.0%	361	0.4%
Totals	627	100.0%	4,971	100.0%	3,232	100.0%	37,037	100.0%	7,695	100.0%	89,813	100.0%

Source: Copyright 2015 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2015.



Business Summary

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

by NAICS Codes	Businesses		Employees		Businesses		Employees		Businesses		Employees	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	1	0.2%	7	0.1%	3	0.1%	14	0.0%	6	0.1%	46	0.1%
Mining	0	0.0%	0	0.0%	1	0.0%	3	0.0%	2	0.0%	15	0.0%
Utilities	0	0.0%	0	0.0%	0	0.0%	4	0.0%	9	0.1%	68	0.1%
Construction	49	7.8%	343	6.9%	249	7.7%	2,351	6.3%	550	7.1%	4,377	4.9%
Manufacturing	8	1.3%	82	1.6%	104	3.2%	3,694	10.0%	263	3.4%	8,905	9.9%
Wholesale Trade	27	4.3%	146	2.9%	137	4.2%	1,637	4.4%	309	4.0%	3,510	3.9%
Retail Trade	74	11.8%	537	10.8%	389	12.0%	3,728	10.1%	945	12.3%	9,278	10.3%
Motor Vehicle & Parts Dealers	3	0.5%	20	0.4%	42	1.3%	365	1.0%	139	1.8%	1,293	1.4%
Furniture & Home Furnishings Stores	4	0.6%	21	0.4%	22	0.7%	134	0.4%	40	0.5%	192	0.2%
Electronics & Appliance Stores	7	1.1%	45	0.9%	32	1.0%	225	0.6%	63	0.8%	358	0.4%
Bldg Material & Garden Equipment & Supplies Dealers	8	1.3%	49	1.0%	30	0.9%	469	1.3%	75	1.0%	1,025	1.1%
Food & Beverage Stores	5	0.8%	154	3.1%	56	1.7%	857	2.3%	139	1.8%	2,382	2.7%
Health & Personal Care Stores	9	1.4%	30	0.6%	44	1.4%	314	0.8%	96	1.2%	763	0.8%
Gasoline Stations	2	0.3%	8	0.2%	19	0.6%	71	0.2%	73	0.9%	272	0.3%
Clothing & Clothing Accessories Stores	8	1.3%	33	0.7%	40	1.2%	177	0.5%	97	1.3%	424	0.5%
Sport Goods, Hobby, Book, & Music Stores	8	1.3%	33	0.7%	23	0.7%	93	0.3%	43	0.6%	232	0.3%
General Merchandise Stores	2	0.3%	44	0.9%	20	0.6%	692	1.9%	47	0.6%	1,490	1.7%
Miscellaneous Store Retailers	17	2.7%	98	2.0%	54	1.7%	311	0.8%	103	1.3%	658	0.7%
Nonstore Retailers	1	0.2%	2	0.0%	8	0.2%	19	0.1%	30	0.4%	190	0.2%
Transportation & Warehousing	9	1.4%	106	2.1%	111	3.4%	2,230	6.0%	288	3.7%	4,422	4.9%
Information	14	2.2%	119	2.4%	69	2.1%	1,213	3.3%	162	2.1%	3,034	3.4%
Finance & Insurance	63	10.0%	245	4.9%	269	8.3%	1,251	3.4%	644	8.4%	2,737	3.0%
Central Bank/Credit Intermediation & Related Activities	26	4.1%	109	2.2%	133	4.1%	597	1.6%	363	4.7%	1,331	1.5%
Securities, Commodity Contracts & Other Financial	15	2.4%	61	1.2%	52	1.6%	214	0.6%	102	1.3%	420	0.5%
Insurance Carriers & Related Activities; Funds, Trusts &	22	3.5%	75	1.5%	84	2.6%	440	1.2%	180	2.3%	986	1.1%
Real Estate, Rental & Leasing	32	5.1%	147	3.0%	157	4.9%	835	2.3%	392	5.1%	1,835	2.0%
Professional, Scientific & Tech Services	91	14.5%	552	11.1%	317	9.8%	2,504	6.8%	595	7.7%	4,322	4.8%
Legal Services	28	4.5%	98	2.0%	67	2.1%	257	0.7%	103	1.3%	390	0.4%
Management of Companies & Enterprises	0	0.0%	0	0.0%	0	0.0%	0	0.0%	3	0.0%	7	0.0%
Administrative & Support & Waste Management & Remediation	29	4.6%	180	3.6%	145	4.5%	978	2.6%	337	4.4%	2,186	2.4%
Educational Services	18	2.9%	297	6.0%	103	3.2%	2,988	8.1%	260	3.4%	10,511	11.7%
Health Care & Social Assistance	64	10.2%	745	15.0%	339	10.5%	6,394	17.3%	753	9.8%	16,341	18.2%
Arts, Entertainment & Recreation	7	1.1%	228	4.6%	48	1.5%	1,006	2.7%	121	1.6%	1,865	2.1%
Accommodation & Food Services	33	5.3%	556	11.2%	177	5.5%	2,272	6.1%	474	6.2%	5,698	6.3%
Accommodation	0	0.0%	3	0.1%	14	0.4%	123	0.3%	29	0.4%	275	0.3%
Food Services & Drinking Places	33	5.3%	553	11.1%	162	5.0%	2,149	5.8%	445	5.8%	5,423	6.0%
Other Services (except Public Administration)	83	13.2%	527	10.6%	438	13.6%	2,386	6.4%	1,160	15.1%	5,707	6.4%
Automotive Repair & Maintenance	5	0.8%	22	0.4%	73	2.3%	340	0.9%	233	3.0%	1,069	1.2%
Public Administration	11	1.8%	123	2.5%	81	2.5%	1,392	3.8%	187	2.4%	4,507	5.0%
Unclassified Establishments	16	2.6%	32	0.6%	94	2.9%	157	0.4%	237	3.1%	441	0.5%
Total	627	100.0%	4,971	100.0%	3,232	100.0%	37,037	100.0%	7,695	100.0%	89,813	100.0%

Source: Copyright 2015 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2015.



Executive Summary

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
Population			
2000 Population	10,961	79,299	215,109
2010 Population	10,717	76,704	208,316
2015 Population	10,676	76,274	205,808
2020 Population	10,719	76,395	205,374
2000-2010 Annual Rate	-0.22%	-0.33%	-0.32%
2010-2015 Annual Rate	-0.07%	-0.11%	-0.23%
2015-2020 Annual Rate	0.08%	0.03%	-0.04%
2015 Male Population	46.9%	46.7%	47.3%
2015 Female Population	53.1%	53.3%	52.7%
2015 Median Age	42.1	39.4	37.6

In the identified area, the current year population is 205,808. In 2010, the Census count in the area was 208,316. The rate of change since 2010 was -0.23% annually. The five-year projection for the population in the area is 205,374 representing a change of -0.04% annually from 2015 to 2020. Currently, the population is 47.3% male and 52.7% female.

Median Age

The median age in this area is 42.1, compared to U.S. median age of 37.9.

Race and Ethnicity

2015 White Alone	70.7%	36.7%	30.3%
2015 Black Alone	21.9%	54.7%	58.6%
2015 American Indian/Alaska Native Alone	0.1%	0.2%	0.3%
2015 Asian Alone	1.5%	1.2%	1.1%
2015 Pacific Islander Alone	0.0%	0.0%	0.0%
2015 Other Race	2.7%	4.6%	7.1%
2015 Two or More Races	3.1%	2.6%	2.6%
2015 Hispanic Origin (Any Race)	7.8%	9.5%	14.5%

Persons of Hispanic origin represent 14.5% of the population in the identified area compared to 17.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 67.3 in the identified area, compared to 63.0 for the U.S. as a whole.

Households

2000 Households	4,322	28,003	72,753
2010 Households	4,299	27,489	71,193
2015 Total Households	4,326	27,560	70,746
2020 Total Households	4,361	27,711	70,813
2000-2010 Annual Rate	-0.05%	-0.19%	-0.22%
2010-2015 Annual Rate	0.12%	0.05%	-0.12%
2015-2020 Annual Rate	0.16%	0.11%	0.02%
2015 Average Household Size	2.44	2.74	2.87

The household count in this area has changed from 71,193 in 2010 to 70,746 in the current year, a change of -0.12% annually. The five-year projection of households is 70,813, a change of 0.02% annually from the current year total. Average household size is currently 2.87, compared to 2.89 in the year 2010. The number of families in the current year is 51,283 in the specified area.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Executive Summary

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
Median Household Income			
2015 Median Household Income	\$65,318	\$59,266	\$53,242
2020 Median Household Income	\$76,033	\$67,413	\$59,591
2015-2020 Annual Rate	3.08%	2.61%	2.28%
Average Household Income			
2015 Average Household Income	\$76,923	\$78,817	\$68,642
2020 Average Household Income	\$86,801	\$88,736	\$77,179
2015-2020 Annual Rate	2.45%	2.40%	2.37%
Per Capita Income			
2015 Per Capita Income	\$31,431	\$28,485	\$23,902
2020 Per Capita Income	\$35,593	\$32,182	\$26,941
2015-2020 Annual Rate	2.52%	2.47%	2.42%

Households by Income

Current median household income is \$53,242 in the area, compared to \$53,217 for all U.S. households. Median household income is projected to be \$59,591 in five years, compared to \$60,683 for all U.S. households

Current average household income is \$68,642 in this area, compared to \$74,699 for all U.S. households. Average household income is projected to be \$77,179 in five years, compared to \$84,910 for all U.S. households

Current per capita income is \$23,902 in the area, compared to the U.S. per capita income of \$28,597. The per capita income is projected to be \$26,941 in five years, compared to \$32,501 for all U.S. households

Housing

2000 Total Housing Units	4,498	29,142	76,688
2000 Owner Occupied Housing Units	3,541	23,733	57,229
2000 Renter Occupied Housing Units	781	4,270	15,524
2000 Vacant Housing Units	176	1,139	3,935
2010 Total Housing Units	4,547	29,609	78,393
2010 Owner Occupied Housing Units	3,456	21,906	53,050
2010 Renter Occupied Housing Units	843	5,583	18,143
2010 Vacant Housing Units	248	2,120	7,200
2015 Total Housing Units	4,564	29,830	78,732
2015 Owner Occupied Housing Units	3,390	21,440	51,283
2015 Renter Occupied Housing Units	936	6,120	19,463
2015 Vacant Housing Units	238	2,270	7,986
2020 Total Housing Units	4,591	30,126	79,287
2020 Owner Occupied Housing Units	3,426	21,584	51,421
2020 Renter Occupied Housing Units	935	6,127	19,392
2020 Vacant Housing Units	230	2,415	8,474

Currently, 65.1% of the 78,732 housing units in the area are owner occupied; 24.7%, renter occupied; and 10.1% are vacant. Currently, in the U.S., 55.7% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.6% are vacant. In 2010, there were 78,393 housing units in the area - 67.7% owner occupied, 23.1% renter occupied, and 9.2% vacant. The annual rate of change in housing units since 2010 is 0.19%. Median home value in the area is \$157,532, compared to a median home value of \$200,006 for the U.S. In five years, median value is projected to change by 3.08% annually to \$183,332.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	10,961	79,299	215,109
2010 Total Population	10,717	76,704	208,316
2015 Total Population	10,676	76,274	205,808
2015 Group Quarters	101	788	2,770
2020 Total Population	10,719	76,395	205,374
2015-2020 Annual Rate	0.08%	0.03%	-0.04%
Household Summary			
2000 Households	4,322	28,003	72,753
2000 Average Household Size	2.51	2.81	2.92
2010 Households	4,299	27,489	71,193
2010 Average Household Size	2.47	2.76	2.89
2015 Households	4,326	27,560	70,746
2015 Average Household Size	2.44	2.74	2.87
2020 Households	4,361	27,711	70,813
2020 Average Household Size	2.43	2.73	2.86
2015-2020 Annual Rate	0.16%	0.11%	0.02%
2010 Families	2,816	19,966	51,941
2010 Average Family Size	3.10	3.29	3.41
2015 Families	2,811	19,891	51,283
2015 Average Family Size	3.08	3.27	3.41
2020 Families	2,820	19,925	51,143
2020 Average Family Size	3.08	3.27	3.40
2015-2020 Annual Rate	0.06%	0.03%	-0.05%
Housing Unit Summary			
2000 Housing Units	4,498	29,142	76,688
Owner Occupied Housing Units	78.7%	81.4%	74.6%
Renter Occupied Housing Units	17.4%	14.7%	20.2%
Vacant Housing Units	3.9%	3.9%	5.1%
2010 Housing Units	4,547	29,609	78,393
Owner Occupied Housing Units	76.0%	74.0%	67.7%
Renter Occupied Housing Units	18.5%	18.9%	23.1%
Vacant Housing Units	5.5%	7.2%	9.2%
2015 Housing Units	4,564	29,830	78,732
Owner Occupied Housing Units	74.3%	71.9%	65.1%
Renter Occupied Housing Units	20.5%	20.5%	24.7%
Vacant Housing Units	5.2%	7.6%	10.1%
2020 Housing Units	4,591	30,126	79,287
Owner Occupied Housing Units	74.6%	71.6%	64.9%
Renter Occupied Housing Units	20.4%	20.3%	24.5%
Vacant Housing Units	5.0%	8.0%	10.7%
Median Household Income			
2015	\$65,318	\$59,266	\$53,242
2020	\$76,033	\$67,413	\$59,591
Median Home Value			
2015	\$174,475	\$161,368	\$157,532
2020	\$196,085	\$189,457	\$183,332
Per Capita Income			
2015	\$31,431	\$28,485	\$23,902
2020	\$35,593	\$32,182	\$26,941
Median Age			
2010	41.0	38.3	36.6
2015	42.1	39.4	37.6
2020	42.4	39.9	38.5

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
2015 Households by Income			
Household Income Base	4,326	27,560	70,746
<\$15,000	6.5%	9.4%	12.9%
\$15,000 - \$24,999	8.5%	8.6%	9.4%
\$25,000 - \$34,999	10.2%	9.5%	10.3%
\$35,000 - \$49,999	8.5%	12.6%	13.8%
\$50,000 - \$74,999	23.2%	20.9%	19.4%
\$75,000 - \$99,999	14.0%	12.7%	12.9%
\$100,000 - \$149,999	22.3%	15.7%	14.0%
\$150,000 - \$199,999	4.6%	5.7%	4.2%
\$200,000+	2.2%	4.8%	3.0%
Average Household Income	\$76,923	\$78,817	\$68,642
2020 Households by Income			
Household Income Base	4,361	27,711	70,813
<\$15,000	5.8%	8.6%	12.1%
\$15,000 - \$24,999	6.1%	6.4%	7.2%
\$25,000 - \$34,999	8.1%	7.8%	8.7%
\$35,000 - \$49,999	7.8%	11.7%	13.0%
\$50,000 - \$74,999	21.3%	20.1%	18.7%
\$75,000 - \$99,999	16.3%	14.7%	15.3%
\$100,000 - \$149,999	26.2%	18.7%	16.5%
\$150,000 - \$199,999	5.9%	6.8%	5.2%
\$200,000+	2.5%	5.3%	3.3%
Average Household Income	\$86,801	\$88,736	\$77,179
2015 Owner Occupied Housing Units by Value			
Total	3,390	21,440	51,283
<\$50,000	1.5%	2.1%	3.1%
\$50,000 - \$99,999	10.6%	14.0%	15.4%
\$100,000 - \$149,999	22.0%	28.5%	27.8%
\$150,000 - \$199,999	32.3%	23.9%	25.0%
\$200,000 - \$249,999	18.7%	13.2%	13.0%
\$250,000 - \$299,999	8.0%	6.8%	6.5%
\$300,000 - \$399,999	4.7%	6.4%	5.5%
\$400,000 - \$499,999	1.2%	2.4%	1.9%
\$500,000 - \$749,999	0.4%	1.9%	1.3%
\$750,000 - \$999,999	0.0%	0.3%	0.2%
\$1,000,000 +	0.5%	0.5%	0.3%
Average Home Value	\$186,988	\$190,651	\$179,694
2020 Owner Occupied Housing Units by Value			
Total	3,426	21,584	51,421
<\$50,000	1.0%	1.6%	2.4%
\$50,000 - \$99,999	7.4%	10.7%	11.7%
\$100,000 - \$149,999	12.2%	17.8%	17.8%
\$150,000 - \$199,999	31.9%	25.4%	27.2%
\$200,000 - \$249,999	23.1%	15.9%	16.0%
\$250,000 - \$299,999	10.5%	8.2%	8.2%
\$300,000 - \$399,999	8.0%	9.0%	8.0%
\$400,000 - \$499,999	3.4%	5.0%	4.0%
\$500,000 - \$749,999	1.5%	4.8%	3.5%
\$750,000 - \$999,999	0.4%	1.1%	0.9%
\$1,000,000 +	0.5%	0.6%	0.4%
Average Home Value	\$220,810	\$234,492	\$218,092

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
2010 Population by Age			
Total	10,718	76,704	208,312
0 - 4	5.3%	5.8%	6.4%
5 - 9	6.1%	6.9%	7.3%
10 - 14	7.4%	8.4%	8.3%
15 - 24	12.8%	14.6%	14.8%
25 - 34	11.0%	10.4%	11.3%
35 - 44	13.0%	12.2%	12.7%
45 - 54	17.2%	15.3%	14.6%
55 - 64	13.4%	12.6%	11.8%
65 - 74	6.1%	7.1%	6.9%
75 - 84	5.1%	4.6%	4.1%
85 +	2.6%	2.0%	1.8%
18 +	75.8%	73.0%	72.4%
2015 Population by Age			
Total	10,675	76,275	205,804
0 - 4	5.0%	5.7%	6.2%
5 - 9	5.5%	6.1%	6.6%
10 - 14	6.3%	7.3%	7.4%
15 - 24	13.5%	14.8%	14.8%
25 - 34	11.2%	11.2%	12.0%
35 - 44	12.1%	11.4%	11.8%
45 - 54	15.2%	13.7%	13.4%
55 - 64	15.8%	14.2%	13.1%
65 - 74	8.3%	8.9%	8.5%
75 - 84	4.4%	4.5%	4.2%
85 +	2.8%	2.2%	2.0%
18 +	79.2%	76.2%	75.2%
2020 Population by Age			
Total	10,719	76,397	205,372
0 - 4	5.0%	5.7%	6.2%
5 - 9	5.1%	5.9%	6.3%
10 - 14	5.7%	6.6%	6.9%
15 - 24	11.5%	12.8%	13.0%
25 - 34	13.7%	13.3%	13.5%
35 - 44	12.1%	11.5%	11.8%
45 - 54	12.7%	12.3%	12.4%
55 - 64	15.8%	14.1%	13.3%
65 - 74	11.3%	10.7%	9.9%
75 - 84	4.5%	5.0%	4.9%
85 +	2.5%	2.1%	2.0%
18 +	80.5%	77.6%	76.3%
2010 Population by Sex			
Males	4,998	35,741	98,348
Females	5,719	40,963	109,968
2015 Population by Sex			
Males	5,004	35,651	97,259
Females	5,672	40,624	108,549
2020 Population by Sex			
Males	5,077	35,936	97,331
Females	5,641	40,460	108,043

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
2010 Population by Race/Ethnicity			
Total	10,717	76,703	208,316
White Alone	70.4%	35.8%	29.4%
Black Alone	23.0%	56.6%	60.7%
American Indian Alone	0.1%	0.2%	0.3%
Asian Alone	1.3%	1.0%	0.9%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	2.4%	4.1%	6.4%
Two or More Races	2.7%	2.3%	2.3%
Hispanic Origin	6.8%	8.4%	13.0%
Diversity Index	52.1	62.1	64.8
2015 Population by Race/Ethnicity			
Total	10,676	76,274	205,808
White Alone	70.7%	36.7%	30.3%
Black Alone	21.9%	54.7%	58.6%
American Indian Alone	0.1%	0.2%	0.3%
Asian Alone	1.5%	1.2%	1.1%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	2.7%	4.6%	7.1%
Two or More Races	3.1%	2.6%	2.6%
Hispanic Origin	7.8%	9.5%	14.5%
Diversity Index	53.1	64.1	67.3
2020 Population by Race/Ethnicity			
Total	10,719	76,395	205,374
White Alone	71.0%	37.6%	31.1%
Black Alone	20.5%	52.6%	56.4%
American Indian Alone	0.1%	0.2%	0.3%
Asian Alone	1.7%	1.4%	1.3%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	3.1%	5.2%	7.8%
Two or More Races	3.5%	3.0%	3.0%
Hispanic Origin	8.9%	10.8%	16.1%
Diversity Index	54.1	66.2	69.7
2010 Population by Relationship and Household Type			
Total	10,717	76,703	208,316
In Households	99.1%	99.0%	98.7%
In Family Households	83.0%	87.7%	87.7%
Householder	26.4%	25.9%	25.0%
Spouse	18.7%	16.1%	14.8%
Child	33.9%	38.7%	39.4%
Other relative	2.6%	4.9%	5.9%
Nonrelative	1.4%	2.1%	2.5%
In Nonfamily Households	16.1%	11.3%	11.0%
In Group Quarters	0.9%	1.0%	1.3%
Institutionalized Population	0.8%	0.6%	0.9%
Noninstitutionalized Population	0.1%	0.4%	0.4%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
2015 Population 25+ by Educational Attainment			
Total	7,448	50,370	133,715
Less than 9th Grade	2.0%	2.9%	4.8%
9th - 12th Grade, No Diploma	2.5%	5.6%	7.3%
High School Graduate	18.6%	21.6%	24.9%
GED/Alternative Credential	2.2%	3.0%	3.5%
Some College, No Degree	22.2%	26.0%	26.0%
Associate Degree	8.4%	8.3%	8.1%
Bachelor's Degree	27.0%	19.1%	15.8%
Graduate/Professional Degree	17.2%	13.3%	9.6%
2015 Population 15+ by Marital Status			
Total	8,889	61,685	164,212
Never Married	33.1%	37.8%	40.2%
Married	49.4%	43.4%	41.7%
Widowed	6.5%	7.7%	7.3%
Divorced	11.0%	11.1%	10.7%
2015 Civilian Population 16+ in Labor Force			
Civilian Employed	92.7%	90.7%	90.2%
Civilian Unemployed	7.3%	9.3%	9.8%
2015 Employed Population 16+ by Industry			
Total	5,563	34,511	89,368
Agriculture/Mining	0.2%	0.1%	0.1%
Construction	5.8%	4.6%	5.2%
Manufacturing	9.1%	7.7%	8.4%
Wholesale Trade	2.3%	2.2%	1.8%
Retail Trade	9.9%	9.0%	9.9%
Transportation/Utilities	7.0%	9.1%	9.7%
Information	1.7%	1.9%	2.0%
Finance/Insurance/Real Estate	7.3%	7.6%	7.1%
Services	53.7%	53.1%	51.2%
Public Administration	3.1%	4.7%	4.6%
2015 Employed Population 16+ by Occupation			
Total	5,564	34,512	89,369
White Collar	67.3%	63.1%	59.3%
Management/Business/Financial	15.7%	13.6%	11.5%
Professional	25.2%	24.0%	21.0%
Sales	9.9%	10.0%	10.0%
Administrative Support	16.6%	15.4%	16.9%
Services	12.7%	17.7%	19.0%
Blue Collar	19.9%	19.2%	21.7%
Farming/Forestry/Fishing	0.0%	0.1%	0.1%
Construction/Extraction	5.2%	3.4%	4.8%
Installation/Maintenance/Repair	3.9%	3.1%	3.1%
Production	5.4%	4.6%	5.3%
Transportation/Material Moving	5.5%	8.0%	8.3%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
2010 Households by Type			
Total	4,299	27,488	71,193
Households with 1 Person	30.3%	24.1%	23.4%
Households with 2+ People	69.7%	75.9%	76.6%
Family Households	65.5%	72.6%	73.0%
Husband-wife Families	46.3%	45.1%	43.1%
With Related Children	22.2%	20.9%	20.7%
Other Family (No Spouse Present)	19.2%	27.6%	29.8%
Other Family with Male Householder	3.6%	5.3%	6.2%
With Related Children	1.6%	2.6%	3.3%
Other Family with Female Householder	15.6%	22.3%	23.7%
With Related Children	9.0%	14.2%	15.3%
Nonfamily Households	4.2%	3.3%	3.6%
All Households with Children	33.1%	38.1%	39.6%
Multigenerational Households	2.7%	7.2%	8.4%
Unmarried Partner Households	4.8%	4.9%	5.9%
Male-female	4.4%	4.4%	5.3%
Same-sex	0.3%	0.5%	0.6%
2010 Households by Size			
Total	4,299	27,489	71,193
1 Person Household	30.3%	24.1%	23.4%
2 Person Household	30.1%	29.1%	28.1%
3 Person Household	16.9%	18.1%	17.7%
4 Person Household	13.7%	14.4%	14.5%
5 Person Household	5.7%	8.0%	8.6%
6 Person Household	2.4%	3.5%	4.2%
7 + Person Household	0.9%	2.8%	3.6%
2010 Households by Tenure and Mortgage Status			
Total	4,299	27,489	71,193
Owner Occupied	80.4%	79.7%	74.5%
Owned with a Mortgage/Loan	59.3%	60.9%	57.4%
Owned Free and Clear	21.1%	18.8%	17.1%
Renter Occupied	19.6%	20.3%	25.5%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.



Market Profile

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859

	1 mile	3 miles	5 miles
--	--------	---------	---------

Top 3 Tapestry Segments

1.	Pleasantville (2B)	Family Foundations (12A)	Family Foundations (12A)
2.	Parks and Rec (5C)	Pleasantville (2B)	Pleasantville (2B)
3.	Home Improvement (4B)	Rustbelt Traditions (5D)	Comfortable Empty Nesters

2015 Consumer Spending

Apparel & Services: Total \$	\$9,993,181	\$65,530,075	\$148,468,418
Average Spent	\$2,310.03	\$2,377.72	\$2,098.61
Spending Potential Index	100	103	91
Computers & Accessories: Total \$	\$1,147,044	\$7,431,448	\$16,624,033
Average Spent	\$265.15	\$269.65	\$234.98
Spending Potential Index	102	103	90
Education: Total \$	\$7,167,487	\$45,504,084	\$97,585,291
Average Spent	\$1,656.84	\$1,651.09	\$1,379.38
Spending Potential Index	109	108	91
Entertainment/Recreation: Total \$	\$14,699,316	\$95,615,010	\$212,839,559
Average Spent	\$3,397.90	\$3,469.34	\$3,008.50
Spending Potential Index	103	105	91
Food at Home: Total \$	\$22,358,811	\$146,974,035	\$334,860,757
Average Spent	\$5,168.47	\$5,332.88	\$4,733.28
Spending Potential Index	99	102	91
Food Away from Home: Total \$	\$14,289,390	\$93,226,020	\$210,359,080
Average Spent	\$3,303.14	\$3,382.66	\$2,973.44
Spending Potential Index	101	103	90
Health Care: Total \$	\$21,289,354	\$140,546,359	\$314,823,524
Average Spent	\$4,921.26	\$5,099.65	\$4,450.05
Spending Potential Index	104	108	94
HH Furnishings & Equipment: Total \$	\$8,057,990	\$52,974,557	\$119,396,512
Average Spent	\$1,862.69	\$1,922.15	\$1,687.68
Spending Potential Index	101	104	92
Investments: Total \$	\$10,562,573	\$62,359,184	\$129,338,121
Average Spent	\$2,441.65	\$2,262.67	\$1,828.20
Spending Potential Index	89	82	66
Retail Goods: Total \$	\$110,840,263	\$727,558,400	\$1,640,313,422
Average Spent	\$25,621.88	\$26,399.07	\$23,185.95
Spending Potential Index	100	104	91
Shelter: Total \$	\$74,488,707	\$482,458,358	\$1,078,121,709
Average Spent	\$17,218.84	\$17,505.75	\$15,239.33
Spending Potential Index	105	106	93
TV/Video/Audio: Total \$	\$5,703,254	\$37,885,560	\$86,592,433
Average Spent	\$1,318.37	\$1,374.66	\$1,223.99
Spending Potential Index	101	105	94
Travel: Total \$	\$9,030,915	\$58,038,327	\$126,188,145
Average Spent	\$2,087.59	\$2,105.89	\$1,783.68
Spending Potential Index	107	108	91
Vehicle Maintenance & Repairs: Total \$	\$4,933,056	\$32,195,585	\$72,332,265
Average Spent	\$1,140.33	\$1,168.20	\$1,022.42
Spending Potential Index	102	105	92

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2011 and 2012 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

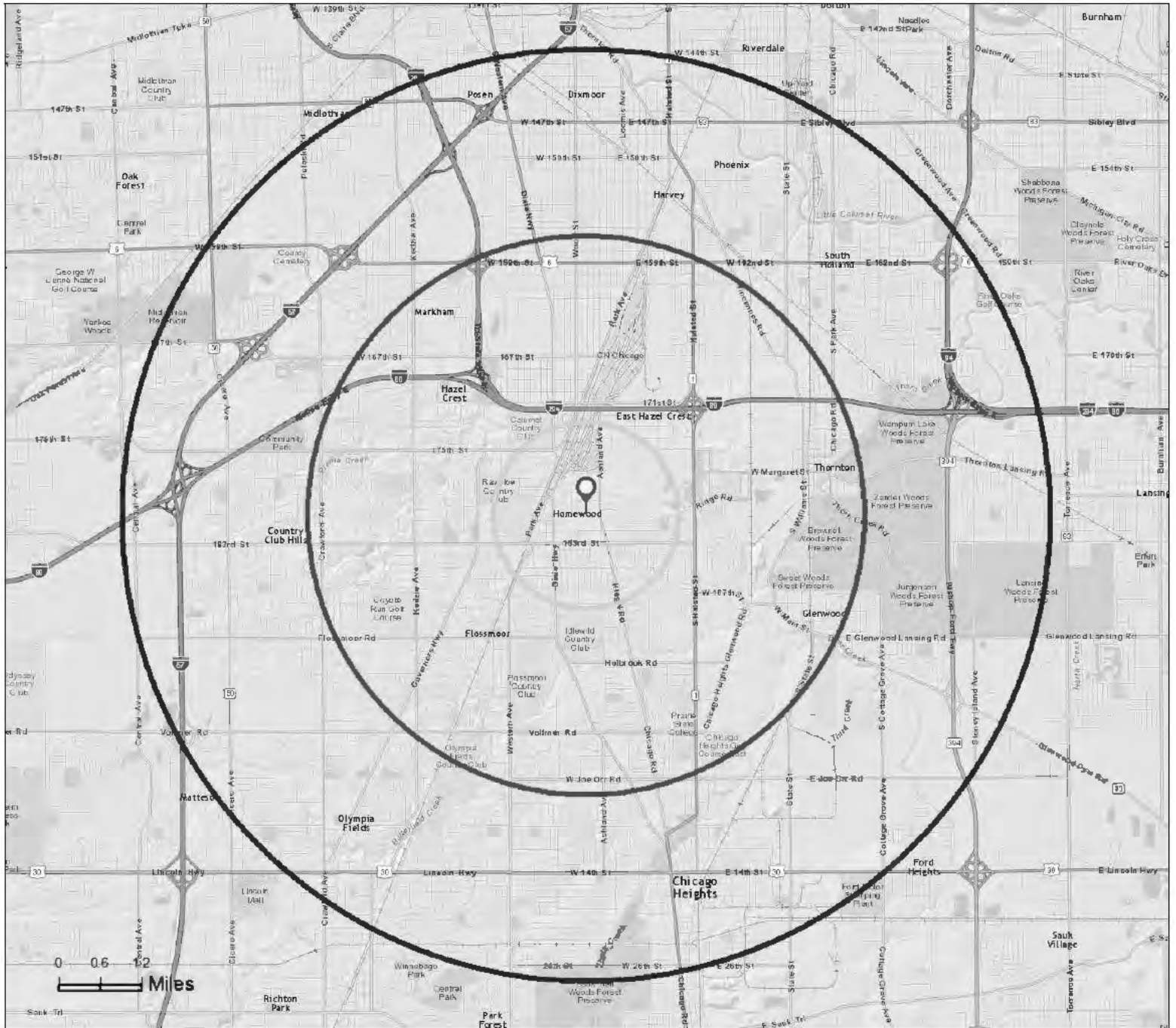
December 23, 2015



Site Details Map

1700 Ridge Rd, Homewood, Illinois, 60430
Rings: 1, 3, 5 mile radii

Prepared by George W Sargeant
Latitude: 41.56145
Longitude: -87.65859



This site is located in:

- City:** Homewood village
- County:** Cook County
- State:** Illinois
- ZIP Code:** 60430
- Census Tract:** 17031828401
- Census Block Group:** 170318284014
- CBSA:** Chicago-Naperville-Elgin, IL-IN-WI Metropolitan Statistical Area

Home ▾ FEMA's National Flood Hazard Layer (Official)

Details |

Basemap |

Share

Print |

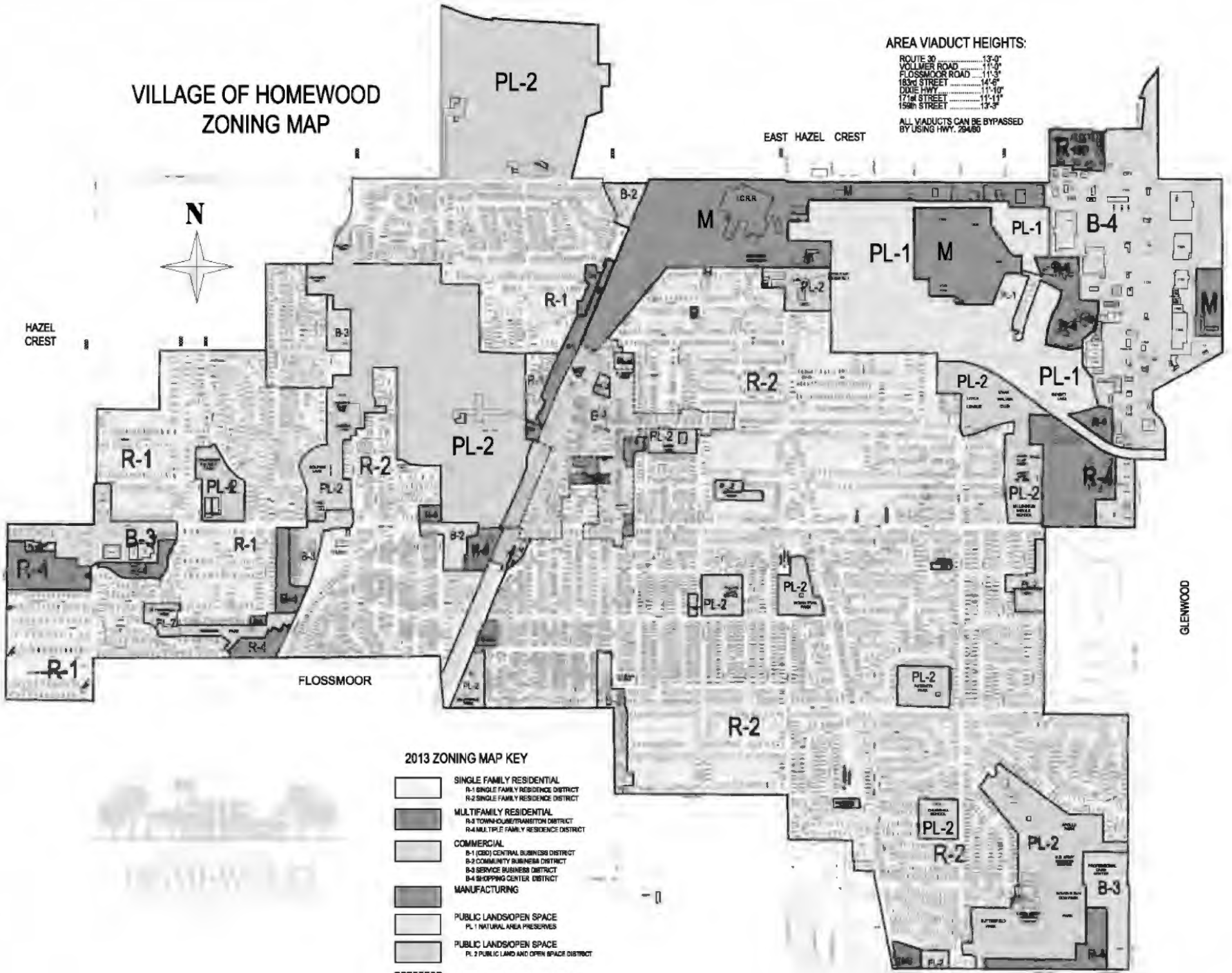


VILLAGE OF HOMEWOOD ZONING MAP

AREA VIADUCT HEIGHTS:

ROUTE 30	13'-0"
VOLLMER ROAD	11'-3"
FLOSSMOOR ROAD	11'-3"
163rd STREET	14'-6"
DIXIE HWY	11'-10"
17th STREET	11'-11"
15th STREET	13'-3"

ALL VIADUCTS CAN BE BYPASSED
BY USING HWY. 294/60



2013 ZONING MAP KEY

- SINGLE FAMILY RESIDENTIAL
 - R-1 SINGLE FAMILY RESIDENCE DISTRICT
 - R-2 SINGLE FAMILY RESIDENCE DISTRICT
- MULTIFAMILY RESIDENTIAL
 - R-3 TOWN-HOUSE/TRANSITION DISTRICT
 - R-4 MULTIPLE FAMILY RESIDENCE DISTRICT
- COMMERCIAL
 - B-1 (CBD) CENTRAL BUSINESS DISTRICT
 - B-2 COMMUNITY BUSINESS DISTRICT
 - B-3 SERVICE BUSINESS DISTRICT
 - B-4 SHOPPING CENTER DISTRICT
- MANUFACTURING
- PUBLIC LAND/OPEN SPACE
 - PL-1 NATURAL AREA PRESERVES
- PUBLIC LAND/OPEN SPACE
 - PL-2 PUBLIC LAND AND OPEN SPACE DISTRICT
- DOWNTOWN OVERLAY DISTRICT

CHICAGO HEIGHTS

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky
 15 Forest Ln
 South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
 201 S. HOUGH STREET
 BARRINGTON, IL 60010
 (847) 842-4500

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to two Individuals and a Limited Liability Company for \$300,000.00 due on September 22, 2018.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$300,000.00, together with funds contributed of \$500.00, as follows:

Amount paid to others on Borrower's behalf: \$500.00 to Loan Fee	\$500.00
Other Disbursements: \$300,000.00 Undisbursed Funds	\$300,000.00
Amount Contributed by Borrower: \$500.00 Funds Contributed By Borrower	(\$500.00)
	<hr/>
Note Principal:	\$300,000.00

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Demand Deposit - Checking account, numbered 550049444, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 22, 2014.

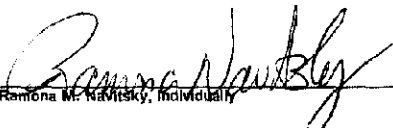
BORROWER:

HEROIC INVESTORS LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
 Cathy Wloch, Manager of Catwilmat, LLC

X 
 Brien P. Wloch, Individually

X 
 Ramona M. Navitsky, Individually



DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to two Individuals and a Limited Liability Company for \$300,000.00 due on January 22, 2017. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

Personal, Family, or Household Purposes or Personal Investment.

Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: RENEWAL.

REAL ESTATE DOCUMENTS. If any party to this transaction is granting a security interest in any real property to Lender and Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch is not also a party to the real estate document or documents (the "Real Estate Documents") granting such security interest, Borrower agrees to perform and comply with the Real Estate Documents just as if Borrower has signed as a direct and original party to the Real Estate Documents. This means Borrower agrees to all the representations and warranties made in the Real Estate Documents. In addition, Borrower agrees to perform and comply strictly with all the terms, obligations and covenants to be performed by either Borrower or any Grantor or Trustor, or both, as those words are defined in the Real Estate Documents. Lender need not tell Borrower about any action or inaction Lender takes in connection with the Real Estate Documents. Borrower assumes the responsibility for being and keeping informed about the property. Borrower also waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the property, or any delay by Lender in realizing upon the property.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$300,000.00 as follows:

Other Disbursements:	\$300,000.00
\$300,000.00 Outstanding Principal	

Note Principal:	\$300,000.00
-----------------	--------------

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Demand Deposit - Checking account, numbered 550049444, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 22, 2016.

BORROWER:

HEROIC INVESTORS LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: Cathy S. Wloch
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC., Manager of Heroic Investors LLC

By: Ramona M. Navitsky
Ramona M. Navitsky, Manager of MGD Investments, LLC.

X Ramona M. Navitsky
Ramona M. Navitsky, Individually

X Brien P. Wloch
Brien P. Wloch, Individually

BUSINESS LOAN AGREEMENT

Borrower: Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky
15 Forest Ln
South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

THIS BUSINESS LOAN AGREEMENT dated September 22, 2014, is made and executed between Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky ("Borrower") and BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of September 22, 2014, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

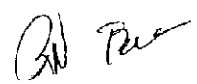
REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Heroic Investors LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Heroic Investors LLC is duly authorized to transact business in all other states in which Heroic Investors LLC is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Heroic Investors LLC is doing business. Specifically, Heroic Investors LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Heroic Investors LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Heroic Investors LLC maintains an office at 15 Forest Ln, South Barrington, IL 60010-6173. Unless Heroic Investors LLC has designated otherwise in writing, the principal office is the office at which Heroic Investors LLC keeps its books and records including its records concerning the Collateral. Heroic Investors LLC will notify Lender prior to any change in the location of Heroic Investors LLC's state of organization or any change in Heroic Investors LLC's name. Heroic Investors LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Heroic Investors LLC and Heroic Investors LLC's business activities.

Brien P. Wloch maintains an office at 15 Forest Ln, South Barrington, IL 60010-6173. Unless Brien P. Wloch has designated otherwise in writing, the principal office is the office at which Brien P. Wloch keeps its books and records including its records concerning the Collateral. Brien P. Wloch will notify Lender prior to any change in the location of Brien P. Wloch's principal office address or any change in Brien P. Wloch's name. Brien P. Wloch shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Brien P. Wloch and Brien P. Wloch's business activities.

Ramona M. Navitsky maintains an office at 27 Forest Ln, South Barrington, IL 60010-6173. Unless Ramona M. Navitsky has designated otherwise in writing, the principal office is the office at which Ramona M. Navitsky keeps its books and records including its records concerning the Collateral. Ramona M. Navitsky will notify Lender prior to any change in the location of Ramona M. Navitsky's principal office address or any change in Ramona M. Navitsky's name. Ramona M. Navitsky shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Ramona M. Navitsky and Ramona M. Navitsky's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excepting the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.



**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495

Page 2

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570016495

Page 3

Information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor. In addition, Borrower shall provide Lender with written notice of the occurrence of any Event of Default, the occurrence of any Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements. Annual Federal Tax Return, as soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Heric Investors, LLC's Federal and other governmental tax returns, prepared by certified public accountant satisfactory to Lender.

Quarterly Statements. As soon as available, but in no event later than One hundred-twenty (120) days after the end of each fiscal year, Heric Fitness LLC's balance sheet and income statement for the year ended, satisfactory to Lender.

Annual Statements. As soon as available, but in no event later than One hundred-twenty (120) days after the end of each fiscal year, Brian P. Wloch and Ramona M. Navitsky's balance sheet and income statement for the year ended, satisfactory to Lender.

Annual Federal Tax Return, as soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Brian P. Wloch and Ramona M. Navitsky's Federal and other governmental tax returns, satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for the following specific purposes: Unsecured.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495

Page 4

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.


Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower builds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.



**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495

Page 5

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Articles of Organization and Company Resolutions. Heroic Investors LLC has provided or will provide Lender with a certified copy of Heroic Investors LLC's Articles of Organization, together with a certified copy of resolutions properly adopted by the members of the company, under which the members authorized one or more designated members or employees to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Heroic Investors LLC as provided in this Agreement, to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Brian P. Wloch as provided in this Agreement, to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Ramona M. Navitsky as provided in this Agreement.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, and this Agreement constitute valid and binding obligations on Borrower's part that are



**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495

Page 6

enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) such other matters as may have been requested by Lender or by Lender's counsel.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collateral to this Agreement and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495

Page 7

dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Heric Investors LLC, Brian P. Witch and Ramona M. Navitsky and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical,

BAE

BUSINESS LOAN AGREEMENT
(Continued)

Loan No: 570018495

Page 8

chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BARRINGTON BANK & TRUST COMPANY, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means the Note dated September 22, 2014 and executed by Heroic Investors LLC, Brian P. Wloch and Ramona M. Navitsky in the principal amount of \$300,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property secured or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 22, 2014.

BORROWER:

HEROIC INVESTORS LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: Cathy Wloch
Cathy Wloch, Manager of Catwilmat, LLC

x Brian P. Wloch
Brian P. Wloch, Individually

x Ramona M. Navitsky
Ramona M. Navitsky, Individually

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

By: [Signature]
Authorized Signer

[Handwritten initials]

BUSINESS LOAN AGREEMENT

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

THIS BUSINESS LOAN AGREEMENT dated January 22, 2016, is made and executed between Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch ("Borrower") and BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of January 22, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Heroic Investors LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Heroic Investors LLC is duly authorized to transact business in all other states in which Heroic Investors LLC is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Heroic Investors LLC is doing business. Specifically, Heroic Investors LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Heroic Investors LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Heroic Investors LLC maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Heroic Investors LLC has designated otherwise in writing, the principal office is the office at which Heroic Investors LLC keeps its books and records including its records concerning the Collateral. Heroic Investors LLC will notify Lender prior to any change in the location of Heroic Investors LLC's state of organization or any change in Heroic Investors LLC's name. Heroic Investors LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Heroic Investors LLC and Heroic Investors LLC's business activities.

Ramona M. Navitsky maintains an office at 27 Forest Lane, South Barrington, IL 60010. Unless Ramona M. Navitsky has designated otherwise in writing, the principal office is the office at which Ramona M. Navitsky keeps its books and records including its records concerning the Collateral. Ramona M. Navitsky will notify Lender prior to any change in the location of Ramona M. Navitsky's principal office address or any change in Ramona M. Navitsky's name. Ramona M. Navitsky shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Ramona M. Navitsky and Ramona M. Navitsky's business activities.

Brien P. Wloch maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Brien P. Wloch has designated otherwise in writing, the principal office is the office at which Brien P. Wloch keeps its books and records including its records concerning the Collateral. Brien P. Wloch will notify Lender prior to any change in the location of Brien P. Wloch's principal office address or any change in Brien P. Wloch's name. Brien P. Wloch shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Brien P. Wloch and Brien P. Wloch's business activities.

**BUSINESS LOAN AGREEMENT
(Continued)**

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor. In addition, Borrower shall provide Lender with written notice of the occurrence of any Event of Default, the occurrence of any Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements. Annual Federal Tax Return, as soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Heroic Investors, LLC's Federal and other governmental tax returns, prepared by certified public accountant satisfactory to Lender.

Annual Statements. As soon as available, but in no event later than One hundred-twenty (120) days after the end of each fiscal year, Brian P. Wloch and Ramona M. Navitsky's balance sheet and income statement for the year ended, satisfactory to Lender.

Annual Federal Tax Return, as soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Brian P. Wloch and Ramona M. Navitsky's Federal and other governmental tax returns, satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for the following specific purposes: **Unsecured.**

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 4

writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 5

and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Articles of Organization and Company Resolutions. Heroic Investors LLC has provided or will provide Lender with a certified copy of Heroic Investors LLC's Articles of Organization, together with a certified copy of resolutions properly adopted by the members of the company, under which the members authorized one or more designated members or employees to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Heroic Investors LLC as provided in this Agreement and in any Security Agreements to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Ramona M. Navitsky as provided in this Agreement and in any Security Agreements to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 6

consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Brien P. Wloch as provided in this Agreement and in any Security Agreements.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, any Security Agreements and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) such other matters as may have been requested by Lender or by Lender's counsel.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 8

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BARRINGTON BANK & TRUST COMPANY, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means Promissory Note dated September 22, 2014, as amended from time to time, in the original principal amount of \$300,000.00 from borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for promissory note or agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JANUARY 22, 2016.

BORROWER:


HEROIC INVESTORS LLC

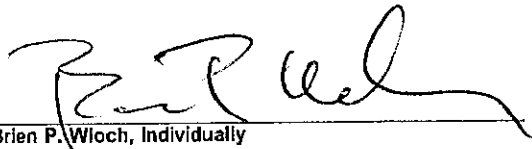
CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Cathy S. Wloch, Manager of Catwilmatt, LLC

MGD INVESTMENTS, LLC., Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC.

X 
Ramona M. Navitsky, Individually

X 
Brian P. Wloch, Individually

**BUSINESS LOAN AGREEMENT
(Continued)**

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

By:  _____
Authorized Signer

BUSINESS LOAN AGREEMENT

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: Barrington Bank and Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

THIS BUSINESS LOAN AGREEMENT dated July 22, 2018, is made and executed between Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch ("Borrower") and Barrington Bank and Trust Company, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of July 22, 2018, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decline not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Heroic Investors LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Heroic Investors LLC is duly authorized to transact business in all other states in which Heroic Investors LLC is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Heroic Investors LLC is doing business. Specifically, Heroic Investors LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Heroic Investors LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Heroic Investors LLC maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Heroic Investors LLC has designated otherwise in writing, the principal office is the office at which Heroic Investors LLC keeps its books and records including its records concerning the Collateral. Heroic Investors LLC will notify Lender prior to any change in the location of Heroic Investors LLC's state of organization or any change in Heroic Investors LLC's name. Heroic Investors LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Heroic Investors LLC and Heroic Investors LLC's business activities.

Ramona M. Navitsky maintains an office at 27 Forest Lane, South Barrington, IL 60010. Unless Ramona M. Navitsky has designated otherwise in writing, the principal office is the office at which Ramona M. Navitsky keeps its books and records including its records concerning the Collateral. Ramona M. Navitsky will notify Lender prior to any change in the location of Ramona M. Navitsky's principal office address or any change in Ramona M. Navitsky's name. Ramona M. Navitsky shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Ramona M. Navitsky and Ramona M. Navitsky's business activities.

Brien P. Wloch maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Brien P. Wloch has designated otherwise in writing, the principal office is the office at which Brien P. Wloch keeps its books and records including its records concerning the Collateral. Brien P. Wloch will notify Lender prior to any change in the location of Brien P. Wloch's principal office address or any change in Brien P. Wloch's name. Brien P. Wloch shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Brien P. Wloch and Brien P. Wloch's business activities.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 2

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 3

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

Replacement and Restatement. Borrower acknowledges that this Business Loan Agreement restates and replaces that certain Business Loan Agreement dated January 22, 2018 between Borrower and Lender.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor. In addition, Borrower shall provide Lender with written notice of the occurrence of any Event of Default, the occurrence of any Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements.

Personal Financial Statements: As soon as available, but in no event later than sixty (60) days after the year of last receipt, individual Borrower's Personal Financial Statement, prepared by Borrower.

Personal Tax Returns: As soon as available, but in no event later than fifteen (15) days after the applicable filing date for the tax reporting period ended, individual Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations. In form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 4

Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation, as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 5

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Articles of Organization and Company Resolutions. Heroic Investors LLC has provided or will provide Lender with a certified copy of Heroic Investors LLC's Articles of Organization, together with a certified copy of resolutions properly adopted by the members of the company, under which the members authorized one or more designated members or employees to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Heroic Investors LLC as provided in this Agreement to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Ramona M. Navitsky as provided in this Agreement to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Brian P. Wloch as provided in this Agreement.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, and this Agreement constitute valid and binding obligations on Borrower's part that are

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 6

enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) such other matters as may have been requested by Lender or by Lender's counsel.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of

dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical,

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 8

chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Berrington Bank and Trust Company, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means the Note dated July 22, 2018 and executed by Heroic Investors LLC, Ramona M. Navitsky and Brian P. Wloch in the principal amount of \$300,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JULY 22, 2018.

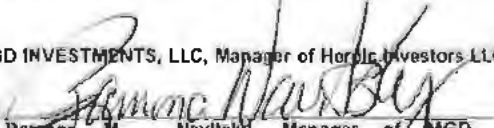
BORROWER:

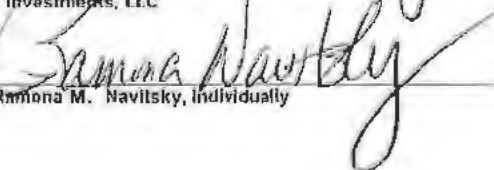
HEROIC INVESTORS LLC


CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Brian P. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC, Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC

x 
Ramona M. Navitsky, Individually

x 
Brian P. Wloch, Individually

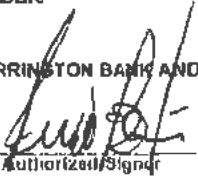
**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 9

LENDER:

BARRINGTON BANK AND TRUST COMPANY, N.A.

By:  _____
Authorized Signer

BUSINESS LOAN AGREEMENT

Borrower: Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky
15 Forest Lane
South Barrington, IL 60010

Lender: Barrington Bank & Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

THIS BUSINESS LOAN AGREEMENT dated July 22, 2019, is made and executed between Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky ("Borrower") and Barrington Bank & Trust Company, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of July 22, 2019, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Heroic Investors LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Heroic Investors LLC is duly authorized to transact business in all other states in which Heroic Investors LLC is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Heroic Investors LLC is doing business. Specifically, Heroic Investors LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Heroic Investors LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Heroic Investors LLC maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Heroic Investors LLC has designated otherwise in writing, the principal office is the office at which Heroic Investors LLC keeps its books and records including its records concerning the Collateral. Heroic Investors LLC will notify Lender prior to any change in the location of Heroic Investors LLC's state of organization or any change in Heroic Investors LLC's name. Heroic Investors LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Heroic Investors LLC and Heroic Investors LLC's business activities.

Brien P. Wloch maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless Brien P. Wloch has designated otherwise in writing, the principal office is the office at which Brien P. Wloch keeps its books and records including its records concerning the Collateral. Brien P. Wloch will notify Lender prior to any change in the location of Brien P. Wloch's principal office address or any change in Brien P. Wloch's name. Brien P. Wloch shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Brien P. Wloch and Brien P. Wloch's business activities.

Ramona M. Navitsky maintains an office at 27 Forest Lane, South Barrington, IL 60010. Unless Ramona M. Navitsky has designated otherwise in writing, the principal office is the office at which Ramona M. Navitsky keeps its books and records including its records concerning the Collateral. Ramona M. Navitsky will notify Lender prior to any change in the location of Ramona M. Navitsky's principal office address or any change in Ramona M. Navitsky's name. Ramona M. Navitsky shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Ramona M. Navitsky and Ramona M. Navitsky's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

Replacement and Restatement. Borrower acknowledges that this Business Loan Agreement restates and replaces that certain Business Loan Agreement dated July 22, 2018 between Borrower and Lender.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions effecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements.

Tax Returns: As soon as available, but in no event later than thirty (30) days after Lender's request, Borrower's Federal and other governmental tax returns prepared by a tax professional satisfactory to Lender.

Annual Statements: As soon as available, but in no event later than thirty (30) days after Lender's request, Brian P. Wloch's balance sheet and income statement for the year ended, prepared by Brian P. Wloch.

Annual Statements: As soon as available, but in no event later than thirty (30) days after Lender's request, Ramona M. Navitsky's balance sheet and income statement for the year ended, prepared by Ramona N. Navitsky.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 4

writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 5

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Articles of Organization and Company Resolutions. Heroic Investors LLC has provided or will provide Lender with a certified copy of Heroic Investors LLC's Articles of Organization, together with a certified copy of resolutions properly adopted by the members of the company, under which the members authorized one or more designated members or employees to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Heroic Investors LLC as provided in this Agreement, to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Brian P. Wloch as provided in this Agreement, to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Ramona M. Navitsky as provided in this Agreement.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) such other matters as

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 6

may have been requested by Lender or by Lender's counsel.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 7

Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Heroic Investors LLC, Brian P. Wloch and Ramona M. Navitsky and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 8

improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Barrington Bank & Trust Company, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means a Promissory Note dated July 22, 2018, as amended from time to time, in the original principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JULY 22, 2019.

BORROWER:

HEROIC INVESTORS LLC

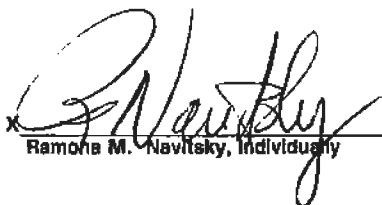
CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Brian P. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC, Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC

x 
Brian P. Wloch, Individually


Ramona M. Navitsky, Individually

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 570018495-1

Page 9

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

By: 
Authorized Signer

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption



Doc#: 1607113016 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/11/2016 09:18 AM Pg: 1 of 16

**Report Mortgage Fraud
800-532-8785**

The property identified as: PIN: 29-31-406-014-0000

Address:

Street: 1722-1744 Ridge Rd.

Street line 2:

City: Homewood

State: IL

ZIP Code: 60430

Lender: Barrington Bank & Trust Company NA

Borrower: Homewood Chicago Heights Group Venture, LLC

Loan / Mortgage Amount: \$300,000.00

16070-51
BOX 162

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

Certificate number: 14D22303-2E62-446D-A3B2-002CDE07CAFE

Execution date: 1/22/2016

116

WHEN RECORDED MAIL TO:
BARRINGTON BANK & TRUST
COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

FOR RECORDER'S USE ONLY

This Mortgage prepared by:
BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$600,000.00.

THIS MORTGAGE dated January 22, 2016, is made and executed between Homewood Chicago Heights Group Venture, LLC, an Illinois limited liability company (referred to below as "Grantor") and BARRINGTON BANK & TRUST COMPANY, N.A., whose address is 201 S. HOUGH STREET, BARRINGTON, IL 60010 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cool County, State of Illinois:

See EXHIBIT " A ", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1722-1744 Ridge Road, Homewood, IL 60430. The Real Property tax identification number is 29-31-406-014, 015, 016, 018, 019, 020, 024.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**MORTGAGE
(Continued)**

Page 2

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage

**MORTGAGE
(Continued)**

Page 3

and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized.

**MORTGAGE
(Continued)**

Page 4

If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**MORTGAGE
(Continued)**

Page 5

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default as described below.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property

**MORTGAGE
(Continued)**

Page 6

description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**MORTGAGE
(Continued)**

Page 7

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be,

**MORTGAGE
(Continued)**

Page 8

notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or

**MORTGAGE
(Continued)**

Page 9

accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be

**MORTGAGE
(Continued)**

Page 10

entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be

**MORTGAGE
(Continued)**

Page 11

used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**MORTGAGE
(Continued)**

Page 12

Borrower. The word "Borrower" means Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Homewood Chicago Heights Group Venture, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means BARRINGTON BANK & TRUST COMPANY, N.A., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means Promissory Note dated September 22, 2014, as amended from time to time, in the original principal amount of \$300,000.00 from borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described

**MORTGAGE
(Continued)**

Page 13

in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HOMEWOOD CHICAGO HEIGHTS GROUP VENTURE, LLC

**HEROIC INVESTORS LLC, Manager of Homewood Chicago Heights Group
Venture, LLC**

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: Cathy S. Wloch
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC., Manager of Heroic Investors LLC

By: Ramona M. Navitsky
Ramona M. Navitsky, Manager of MGD Investments, LLC.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)

On this 22nd day of January, 2016 before me, the undersigned Notary Public, personally appeared Cathy S. Wloch, Manager of Catwilmat, LLC, Manager of Heroic Investors LLC, Manager of Homewood Chicago Heights Group Venture, LLC and Ramona M. Navitsky, Manager of MGD Investments, LLC., Manager of Heroic Investors LLC, Manager of Homewood Chicago Heights Group Venture, LLC, and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By Susan C. Igyarto Residing at Barrington

Notary Public in and for the State of Illinois

My commission expires 12.17.16



EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 1: THE WEST 26 FEET 10 INCHES OF THE EAST 76 FEET 6 INCHES OF THE SOUTH 198.4 FEET OF LOT 2 AND THE WEST 28 FEET 6 INCHES OF THE SOUTH 198.4 FEET OF LOT 2 IN A SUBDIVISION OF THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF THAT PART LYING NORTH OF THE NORTH LINE OF MAIN STREET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 49.66 FEET OF THE SOUTH 198.4 FEET OF LOT 2 IN THE SUBDIVISION OF THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF THAT PART LYING NORTH OF THE NORTH LINE OF MAIN STREET IN THE VILLAGE OF HOMEWOOD OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 198.4 FEET OF THE EAST 55 FEET OF LOT 3 IN THE SUBDIVISION OF THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF THAT PART LYING NORTH OF THE NORTH LINE OF MAIN STREET IN THE VILLAGE OF HOMEWOOD OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 16 AND LOT 17 IN GLADVILLE'S SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MAIN STREET (EXCEPT THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE SOUTH 198.4 FEET OF THE WEST 50 FEET OF LOT 3 IN THE SUBDIVISION OF THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF THAT PART LYING NORTH OF THE NORTH LINE OF MAIN STREET IN THE VILLAGE OF HOMEWOOD OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Barrington Bank & Trust Company, N.A.
9801 W. Higgins Rd, Suite 400
Rosemont, IL 60018

Heroic Investors Llc
Brien P Wloch & Ramona M Navitsky
15 Forest Ln
South Barrington, IL 60010-6173

12/25/20

RE: Loan #00570018495-00001

The above loan has been paid in full. Enclosed are your cancelled loan document(s) for your record. Please store these in a safe place for reference if needed.

If we may be of any assistance in the future, please don't hesitate to give us a call.

Thank you,

Barrington Bank & Trust Company, N.A.
Centralized Loan Operations Department

PROMISSORY NOTE

Borrower: Herold Investors LLC, Brian P. Wloch and Ramona M. Navitsky
15 Forest Ln
South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

PAID

Principal Amount: \$300,000.00

Date of Note: September 22, 2014

PROMISE TO PAY. Herold Investors LLC, Brian P. Wloch and Ramona M. Navitsky ("Borrower") jointly and severally promise to pay to BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00), together with interest on the unpaid principal balance from September 22, 2014, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 47 monthly consecutive interest payments, beginning October 22, 2014, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.800%; 35 monthly consecutive principal payments of \$8,333.33 each, beginning October 22, 2015, during which interest continues to accrue on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500%; and one principal and interest payment of \$8,365.74 on September 22, 2018, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Notwithstanding the foregoing, the rate of interest accrual described for the principal only payment stream applies only to the extent that no other interest rate for any other payment stream applies. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 305/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BARRINGTON BANK & TRUST COMPANY, N.A.; 201 S. HOUGH STREET; BARRINGTON, IL 60010.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 6.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

PROMISSORY NOTE
(Continued)

Loan No: 570018495

Page 2

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a straight line of credit for 12 months from the Note date. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's account, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BARRINGTON BANK & TRUST COMPANY P.O. Box 1790 Barrington, IL 60011-1790.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower: (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs,

AN [Signature]

PROMISSORY NOTE
(Continued)

Loan No: 570018495

Page 3

guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

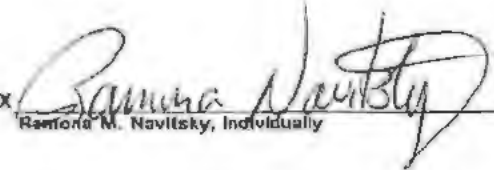
BORROWER:

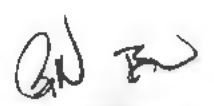
HEROIC INVESTORS LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Cathy Wloch, Manager of Catwilmat, LLC

X 
Brian P. Wloch, Individually

X 
Ramona M. Navitsky, Individually



Moryl, Lukasz

From: Howard, Nick
Sent: Tuesday, December 29, 2020 11:50 AM
To: Moryl, Lukasz
Subject: RE: Heroic Investors LLC

Release was done. Only need to cancel the note.

Nick Howard, SVP
Wintrust Commercial Real Estate
201 S. Hough St., Barrington, IL 60010
Phone: (847) 842-2645
Email: nhoward@wintrust.com

From: Moryl, Lukasz <lmoryl@wintrust.com>
Sent: Tuesday, December 29, 2020 11:48 AM
To: Howard, Nick <nhoward@wintrust.com>
Subject: Heroic Investors LLC

Loan and Borrower Information

Borrower's Name	Heroic Investors LLC
Loan Number	570018495-1
Paid Date	12/24/20
Collateral Description	MG

Hello,

Please provide your approval to release the following items for the paid loan referenced above:

- NOTE INFO (ex: Promissory Note dated 09/22/2014 i/a/o \$300,000.00)
- MORTGAGE INFO (Recording #1607113016 and Address 1722-1744 Ridge Rd Homewood IL)

If these items cannot be released due to cross-collateralization with another loan, please provide the cross-collateralized loan's name and number for reference.

Lukasz Moryl
AVP Collateral Releasing Manager
Loan Operations – Community/Business Banking
Wintrust Financial Corporation
9801 West Higgins Road, 4th floor | Rosemont, IL 60018

lmoryl@wintrust.com

Heroic Investors LLC

570018495-1 Note - 2 Month 683 CL Other

Overview

Note:	1	Commitment:	
Principal:	0.00	Commitment type:	
Interest accrual:	0.0000000	Escrow:	0.00
Daily accrual:	0.0000000	Escrow reserve:	0.00
Month accrual:	0.0000000		
Package/tier:			
Product:	2 Month 683 CL Other	Issued:	09/22/2014
Category:	C - Commercial	Maturity:	12/22/2020
Note type:	683 - CL Other	Term in months:	2
Loan status:	A - Accruing	Last change:	12/09/2020
Paid status:	P - Paid off		
Rate structure:	Variable rate	Accrual basis:	0 - Actual/360
Bank rate:	4.250000%	Interest type:	S - Simple, in arrears
Customer rate:	4.250000%	Earn/rebate method:	1 - Accruing (simple interest)
APR:	0.000000 %	Dealer calc rate:	0.000000 %
Interest paid to:	12/23/2020	Original principal:	272,500.00
Int paid YTD-total:	11,608.05	Fees paid YTD:	0.00
Int paid last year:	17,579.25	Total note fees due:	0.00
Start interest accrual:	00/00/0000	Extensions:	0
Primary officer:	132 - Nick Howard	Management class:	
Branch:	1 - Barrington B&T	Secured:	U - Unsecured
Collateral desc:	Unsecured		
Escrow:	No	Transactions allowed:	- All transactions
Active Escrow:	No	Note Pad memos:	Yes
Dealer reserves:	No	Payoff quote status:	N - Not blocked
Insurance reserves:	No	Repayment:	N - No
Billing/Payment Information			
Bill type:	B - Bill-cycled (with bill segments)	Last transaction:	650 - Loan payoff
Scheduled payment:	0.00	Date:	12/23/2020
Payment type:		Amount:	238,369.77
Frequency:		First payment:	10/22/2015
Next bill:	12/22/2020	First interest payment:	10/22/2014
Next payment due:	12/22/2020		
Payment method:	Paper bills	Send statement to:	A - Customer
Bill lead days override:	No	Deficit commit:	0
Bill lead days:	0		
Delinquency Information			
Rolling times late:	15 days	Times late:	15 days: 8
	30 days		30 days: 5
	60 days		60 days: 0
	90 days		90 days: 0
Retention months:			

A Note Pad memo(s) exists for this note.

Close Message Area

Transaction Summary

Effective:	12/23/2020	Description:	650 - Loan payoff
Posted:	12/24/2020	Amount:	238,369.77
Sequence:	001		

Balances After This Transaction

Principal:	0.00	Unpaid fees:	0.00
Escrow:	0.00	Unapplied:	0.00
Escrow reserve:	0.00	Buydown:	0.00

Distribution/Allocation

Principal:	237,500.00
Interest:	869.77

Additional Information

Description:	~wire received~
Interest accrual adjustment:	-28.0381944

Source & Control Information

Source:	530 - CRT	Terminal ID:	69456
Control:	L082/0809	Identifier number:	
Group ID:			



ACCT	SHORT NAME	NOTE/PART	ISSUE DATE	DUE DATE	OFFICER	LC	BS=0	BTYP	ORIGINAL BALANCE	AMOUNT PAID
---	LOAN BALANCE RES--	ACH	-----	INTEREST-----	-----	RESERVES-----	DEALER	-----	SHORT/OVER-----	
--	REGULAR ESCROW BAL--		RES/REB	TY	E/R		NO CTG	E/R	PPD	
--	RESERVE ESCROW BAL--			AC	MTH		CHARGE	BACK	ADJ	
----	BUYDOWN BAL-----									
----	UNAPPLIED FUNDS---									

TITLE NOTE BRANCH: 0000001 LOAN CATEGORY: C

00570018495	HEROIC INVESTORS LLC	00001C	09-22-14	12-22-20	NH	U0	Y	B	272,500.00	238,369.77
	0.00		0.00	S 1						0.00
				A						

ACCT TYPE: 100 NOTE TYPE: 683 NOTE TRACK CD: 12 PAYOFF TC CODE: 650 CONTRACT TYPE: AGE: 3
 NOTE USER CD: 1- 2- 3- 4- 5- PLAN NO: 00 POOL GROUP NO: 00 COST CENTER: 0008113 MCOLL: Y

PRINCIPAL PAID: 237,500.00
 INTEREST PAID: 869.77

FEE PLAN: C1 FEE NUMBER: 001 REBATE: 0.00 RESIDUAL: 0.00
 ZS 001 0.00 0.00

PROMISSORY NOTE

Borrower: Heroic Investors LLC, Brian P. Wloch and Ramona M. Navitsky
18 Forest Ln
South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Principal Amount: \$300,000.00

Date of Note: September 22, 2014

PROMISE TO PAY. Heroic Investors LLC, Brian P. Wloch and Ramona M. Navitsky ("Borrower") jointly and severally promise to pay to BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00), together with interest on the unpaid principal balance from September 22, 2014, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 47 monthly consecutive interest payments, beginning October 22, 2014, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500%; 35 monthly consecutive principal payments of \$8,333.33 each, beginning October 22, 2015, during which interest continues to accrue on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500%; and one principal and interest payment of \$8,365.74 on September 22, 2018, with interest calculated on the unpaid principal balances using an interest rate based on the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Notwithstanding the foregoing, the rate of interest accrual described for the principal only payment stream applies only to the extent that no other interest rate for any other payment stream applies. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BARRINGTON BANK & TRUST COMPANY, N.A.; 201 S. HOUGH STREET; BARRINGTON, IL 60010.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default.** Borrower fails to make any payment when due under this Note.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

PROMISSORY NOTE
(Continued)

Loan No: 570018495

Page 2

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

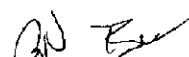
RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a straight line of credit for 12 months from the Note date. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's account, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BARRINGTON BANK & TRUST COMPANY P.O. Box 1790 Barrington, IL 60011-1790.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower: (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs,



PROMISSORY NOTE

Borrower: Herolic Investors LLC, Ramona M. Navitsky and
Brlen P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Principal Amount: \$300,000.00

Date of Note: January 22, 2016

PROMISE TO PAY. Herolic Investors LLC, Ramona M. Navitsky and Brlen P. Wloch ("Borrower") jointly and severally promise to pay to BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 22, 2017. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 22, 2016, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The index currently is 3.500% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the index, rounded to the nearest 0.001 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.500%. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BARRINGTON BANK & TRUST COMPANY, N.A.; 201 S. HOUGH STREET; BARRINGTON, IL 60010.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**PROMISSORY NOTE
(Continued)**

Loan No: 570018495-1

Page 2

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

PRIOR NOTE. This Note restates and replaces a certain Promissory Note dated September 22, 2014, as amended from time to time, in the original principal amount of \$300,000.00 (the "Prior Note") and is not a repayment or novation of the Prior Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BARRINGTON BANK & TRUST COMPANY P.O. Box 1790 Barrington, IL 60011-1790.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

ILLINOIS INSURANCE NOTICE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the

PROMISSORY NOTE
(Continued)

Loan No: 570018495-1

Page 3

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 Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

HEROIC INVESTORS LLC

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: Cathy S. Wloch
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC, Manager of Heroic Investors LLC

By: Ramona M. Navitsky
Ramona M. Navitsky, Manager of MGD Investments, LLC.

x Ramona M. Navitsky
Ramona M. Navitsky, Individually

x Brien P. Wloch
Brien P. Wloch, Individually

Vertical text or markings along the right edge of the page, possibly bleed-through or a scanning artifact.

PROMISSORY NOTE

Borrower: Herold Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: Barrington Bank and Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

Principal Amount: \$300,000.00

Date of Note: July 22, 2018

PROMISE TO PAY. Herold Investors LLC, Ramona M. Navitsky and Brien P. Wloch ("Borrower") jointly and severally promise to pay to Barrington Bank and Trust Company, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00), together with interest on the unpaid principal balance from July 22, 2018, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 11 principal payments of \$2,500.00 each and one final principal and interest payment of \$273,862.50. Borrower's first principal payment is due August 22, 2018, and all subsequent principal payments are due on the same day of each month after that. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 22, 2018, with all subsequent interest payments to be due on the same day of each month after that. Borrower's final payment due July 22, 2019, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Money Rates section of The Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, rounded to the nearest 0.001 percent. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Barrington Bank and Trust Company, N.A., 201 S. Hough Street Barrington, IL 60010.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 6.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**PROMISSORY NOTE
(Continued)**

Loan No: 570018495-1

Page 2

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

PRIOR NOTE. This Note restates and replaces a certain Promissory Note dated January 22, 2016, as amended from time to time, between Borrower and Lender in the original amount of \$300,000.00 (the "Prior Note") and is not a repayment or novation of the Prior Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Barrington Bank & Trust Company, N.A. P.O. Box 1790 Barrington, IL 60011-1790.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not effect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PROMISSORY NOTE
(Continued)

Loan No: 570018495-1

Page 3

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

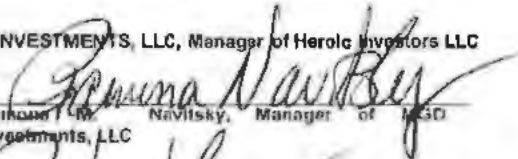
BORROWER:


HEROIC INVESTORS LLC

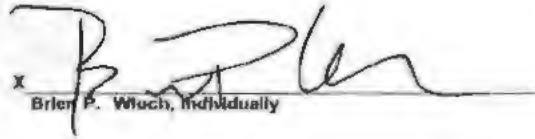
CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Brian P. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC, Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC

x 
Ramona M. Navitsky, Individually

x 
Brian P. Wloch, Individually

RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: Barrington Bank and Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

Company: Catwllmat, LLC
15 Forest Lane
South Barrington, IL 60010

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:


ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP. The Company is a Member in Heroic Investors LLC. Heroic Investors LLC has, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Heroic Investors LLC.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Heroic Investors LLC, whose office is at 15 Forest Lane, South Barrington, IL 60010.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named person is a manager of Catwllmat, LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Brien P. Wloch	Manager	Y	X 

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Heroic Investors LLC, to execute and deliver to Lender the form of _____ and other loan documents submitted by Lender, confirming the nature and existence of Heroic Investors LLC, including the Company's participation in Heroic Investors LLC as a Member, and evidencing the terms of the loan from Lender to Heroic Investors LLC.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Member in Heroic Investors LLC.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in Heroic Investors LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated July 22, 2018.

CERTIFIED TO AND ATTESTED BY:

x 

Brian P. Wloch, Manager of Catwillmat, LLC

RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Herolic Investors LLC, Ramona M. Navitsky and
Brian P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: Barrington Bank and Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010

Company: MGD Investments, LLC
27 Forest Lane
South Barrington, IL 60010

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

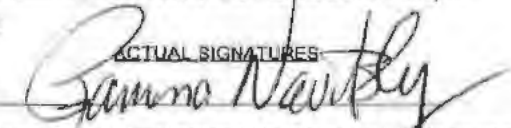
ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware. The Company is duly authorized to transact business in the State of Illinois and all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 27 Forest Lane, South Barrington, IL 60010. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP. The Company is a Member in Herolic Investors LLC. Herolic Investors LLC has, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Herolic Investors LLC.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Herolic Investors LLC, whose office is at 15 Forest Lane, South Barrington, IL 60010.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named person is a manager of MGD Investments, LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Ramona M. Navitsky	Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and these agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Herolic Investors LLC, to execute and deliver to Lender the form of and other loan documents submitted by Lender, confirming the nature and existence of Herolic Investors LLC, including the Company's participation in Herolic Investors LLC as a Member, and evidencing the terms of the loan from Lender to Herolic Investors LLC.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Member in Herolic Investors LLC.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signor(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in Herolic Investors LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated July 22, 2016.

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Erien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

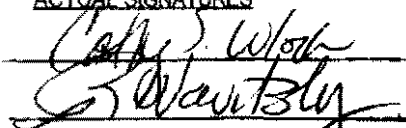

Company: Heroic Investors LLC
15 Forest Lane
South Barrington, IL 60010

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

LIMITED LIABILITY COMPANY'S EXISTENCE. The complete and correct name of the Company is Heroic Investors LLC ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGERS. The following named entities are managers of Heroic Investors LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Gatwilmat, LLC	Manager	Y	
MGD Investments, LLC.	Manager	Y	

ACTIONS AUTHORIZED. Any two (2) of the authorized entities listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, any two (2) of such authorized entities are authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Confession of Judgment. The Company hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against the Company for the unpaid amount of this Resolution as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Resolution, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. The Company waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Resolution have been paid in full. The Company hereby waives and releases any and all claims or causes of action which the Company might have against any attorney acting under the terms of authority which the Company has granted herein arising out of or connected with the confession of judgment hereunder.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the managers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: **None.**

MULTIPLE BORROWERS. The Company may enter into transactions in which there are multiple borrowers on obligations to Lender and the Company understands and agrees that, with or without notice to the Company, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction.

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW
(Continued)

Loan No: 570018495-1

Page 2

without the loss to Lender of any of its rights against the Company; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The managers named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

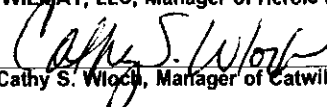
CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow is dated January 22, 2016.

CERTIFIED TO AND ATTESTED BY:

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC., Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC.

NOTE: If the managers signing this Resolution are designated by the foregoing document as one of the managers authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized manager of the Company.

RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
 Brien P. Wloch
 15 Forest Lane
 South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
 201 S. HOUGH STREET
 BARRINGTON, IL 60010
 (847) 842-4500

Company: MGD Investments, LLC.
 27 Forest Lane
 South Barrington, IL 60060

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:


ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 27 Forest Lane, South Barrington, IL 60060. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP. The Company is a Member in Heroic Investors LLC. Heroic Investors LLC is a Member in Homewood Chicago Heights Group Venture, LLC. Homewood Chicago Heights Group Venture, LLC has, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Homewood Chicago Heights Group Venture, LLC.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Heroic Investors LLC, whose office is at 15 Forest Lane, South Barrington, IL 60010.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named person is a manager of MGD Investments, LLC.:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Ramona M. Navitsky	Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Heroic Investors LLC, to execute and deliver to Lender the form of Limited Liability Company Resolution and other loan documents submitted by Lender, confirming the nature and existence of Heroic Investors LLC, including the Company's participation in Heroic Investors LLC as a Member, and evidencing the terms of the loan from Lender to Heroic Investors LLC.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Member in Heroic Investors LLC.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in Heroic Investors LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated January 22, 2016.

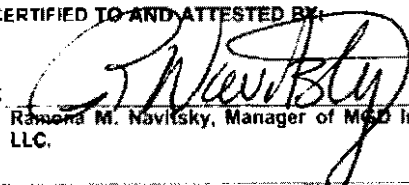
RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER
(Continued)

Loan No: 570018495-1

Page 2

CERTIFIED TO AND ATTESTED BY:

X



Raymond M. Navitsky, Manager of M&D Investments,
LLC.

RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Company: Catwilmatt, LLC
15 Forest Lane
South Barrington, IL 60010

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

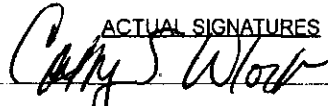
ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP. The Company is a Member in Heroic Investors LLC. Heroic Investors LLC is a Member in Homewood Chicago Heights Group Venture, LLC. Homewood Chicago Heights Group Venture, LLC has, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Homewood Chicago Heights Group Venture, LLC.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Heroic Investors LLC, whose office is at 15 Forest Lane, South Barrington, IL 60010.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named person is a manager of Catwilmatt, LLC:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Cathy S. Wloch	Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Heroic Investors LLC, to execute and deliver to Lender the form of Limited Liability Company Resolution and other loan documents submitted by Lender, confirming the nature and existence of Heroic Investors LLC, including the Company's participation in Heroic Investors LLC as a Member, and evidencing the terms of the loan from Lender to Heroic Investors LLC.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Member in Heroic Investors LLC.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in Heroic Investors LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated January 22, 2016.

**RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER
(Continued)**

Loan No: 570018495-1

Page 2

CERTIFIED TO AND ATTESTED BY:

x 
Cathy S. Wipch, Manager of Catwimat, LLC

RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Heroic Investors LLC, Ramona M. Navitsky and
Brien P. Wloch
15 Forest Lane
South Barrington, IL 60010

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Company: Heroic Investors LLC
15 Forest Lane
South Barrington, IL 60010

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:



ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Lane, South Barrington, IL 60010. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP. The Company is a Member in Homewood Chicago Heights Group Venture, LLC. Homewood Chicago Heights Group Venture, LLC has, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Homewood Chicago Heights Group Venture, LLC.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Homewood Chicago Heights Group Venture, LLC, whose office is at 935 W. 175th St., Homewood, IL 60430.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGERS. The following named entities are managers of Heroic Investors LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Catwllmat, LLC	Manager	Y	
MGD Investments, LLC.	Manager	Y	

ACTIONS AUTHORIZED. Any two (2) of the authorized entities listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, any two (2) of such authorized entities are authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Homewood Chicago Heights Group Venture, LLC, to execute and deliver to Lender the form of Agreement To Provide Insurance and other loan documents submitted by Lender, confirming the nature and existence of Homewood Chicago Heights Group Venture, LLC, including the Company's participation in Homewood Chicago Heights Group Venture, LLC as a Member, and evidencing the terms on which Homewood Chicago Heights Group Venture, LLC will encumber property now or hereafter belonging to Homewood Chicago Heights Group Venture, LLC as collateral for financial accommodations from Lender to Heroic Investors LLC, Ramona M. Navitsky and Brien P. Wloch.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in their stead or as their successors on behalf of the Company as Member in Homewood Chicago Heights Group Venture, LLC.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the managers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in Homewood Chicago Heights Group Venture, LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The managers named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

**RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER
(Continued)**

Loan No: 570018495-1

Page 2

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated January 22, 2016.

CERTIFIED TO AND ATTESTED BY:

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Cathy S. Wloch, Manager of Catwilmat, LLC

MGD INVESTMENTS, LLC, Manager of Heroic Investors LLC

By: 
Ramona M. Navitsky, Manager of MGD Investments, LLC.

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW

Borrower: Heroic Investors LLC, Brien P. Wloch and Ramona M. Navitsky
15 Forest Ln
South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010
(847) 842-4500

Company: Heroic Investors LLC
15 Forest Ln
South Barrington, IL 60010-6173

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is Heroic Investors LLC ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Ln, South Barrington, IL 60010-6173. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named entity is a manager of Heroic Investors LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Catwilmat, LLC	Manager	Y	

ACTIONS AUTHORIZED. The authorized entity listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized entity is authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in its judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Confession of Judgment. The Company hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against the Company for the unpaid amount of this Resolution as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Resolution, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. The Company waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Resolution have been paid in full. The Company hereby waives and releases any and all claims or causes of action which the Company might have against any attorney acting under the terms of authority which the Company has granted herein arising out of or connected with the confession of judgment hereunder.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in its discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

MULTIPLE BORROWERS. The Company may enter into transactions in which there are multiple borrowers on obligations to Lender and the Company understands and agrees that, with or without notice to the Company, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction, without the loss to Lender of any of its rights against the Company; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as

AW BW

**LIMITED LIABILITY COMPANY RESOLUTION TO BORROW
(Continued)**

Loan No: 570018495

Page 2

Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite its respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.


CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is its genuine signature.

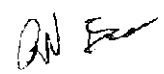
I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow is dated September 22, 2014.

CERTIFIED TO AND ATTESTED BY:

CATWILMAT, LLC, Manager of Heroic Investors LLC

By: 
Cathy Woolch, Manager of Catwilmat, LLC

NOTE: If the manager signing this Resolution is designated by the foregoing document as one of the managers authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized manager of the Company.



RESOLUTION OF LIMITED LIABILITY COMPANY MEMBER

Borrower: Heroic Investors LLC, Brian P. Wloch and Ramona M. Navitsky
 15 Forest Ln
 South Barrington, IL 60010-6173

Lender: BARRINGTON BANK & TRUST COMPANY, N.A.
 201 S. HOUGH STREET
 BARRINGTON, IL 60010
 (847) 842-4500

Company: Catwimat, LLC
 15 Forest Ln
 South Barrington, IL 60010-6173

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

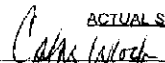
ORGANIZATION. The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 15 Forest Ln, South Barrington, IL 60010-6173. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RELATIONSHIP TO BORROWER. The Company is a Member in Heroic Investors LLC. Heroic Investors LLC has applied or will be applying to BARRINGTON BANK & TRUST COMPANY, N.A. ("Lender") for a loan or loans and other financial accommodations from Lender to Heroic Investors LLC, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of Heroic Investors LLC obtaining the financial accommodations described above.

AUTHORIZATION TO BE A MEMBER. The Company is authorized to be and become a Member in the Limited Liability Company named Heroic Investors LLC, whose office is at 15 Forest Ln, South Barrington, IL 60010-6173.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGER. The following named person is a manager of Catwimat, LLC:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Cathy Wloch	Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Execute Documents. As Member of Heroic Investors LLC, to execute and deliver to Lender the form of Limited Liability Company Resolution and other loan documents submitted by Lender, confirming the nature and existence of Heroic Investors LLC, including the Company's participation in Heroic Investors LLC as a Member, and evidencing the terms of the loan from Lender to Heroic Investors LLC.

Authorize Managers. To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Member in Heroic Investors LLC.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Company, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

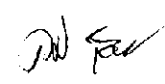
PARTICIPATION AUTHORIZED. The Company's participation in Heroic Investors LLC as a Member and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Member is dated September 22, 2014.



Articles of Organization

FILE # 04509455

Secretary of State Jesse White
 Department of Business Services
 Limited Liability Division
 www.cyberdriveillinois.com

Filing Fee: \$500
 Expedited Fee: \$100
 Approved By: REH

FILED
 SEP 24 2013
 Jesse White
 Secretary of State

1. Limited Liability Company Name: HEROIC INVESTORS LLC
2. Address of Principal Place of Business where records of the company will be kept:
15 FOREST LANE
SOUTH BARRINGTON, IL 60010
3. Articles of Organization effective on the filing date.
4. Registered Agent's Name and Registered Office Address:
 BRIEN WLOCH
 15 FOREST LN
 SOUTH BARRINGTON, IL 60010-6173
 COOK
5. Purpose for which the Limited Liability Company is organized:
 "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. The Limited Liability Company is managed by the manager(s).
 CATWILMAT LLC
 15 FOREST LANE
 SOUTH BARRINGTON, IL 60010
 MGD INVESTMENTS LLC
 27 FOREST LANE
 SOUTH BARRINGTON, IL 60010
8. **Name and Address of Organizer**
 I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 24, 2013

BRIEN WLOCH
 15 FOREST LANE
 SOUTH BARRINGTON, IL 60010

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MGD INVESTMENTS, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF AUGUST, A.D. 2013, AT 1:05 O'CLOCK P.M.



5383541 8100

130988733

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0666090

DATE: 08-14-13



State of Delaware

SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 P.O. BOX 888
 DOVER, DELAWARE 19903

130988733

9695016
 QUARLES & BRADY LLP
 300 N. LASALLE ST.
 SUITE 4000
 CHICAGO IL 60654
 ATTN: DEBRA MILLINOWISCH

08-14-2013

DESCRIPTION	AMOUNT
MGD INVESTMENTS, LLC 5383541 0102Y Register L.L.C.	
Certification Fee	50.00
Formation Fee	70.00
Court Municipality Fee, Grgetown	20.00
Expedite Fee, 24 Hour	50.00
FILING TOTAL	190.00
TOTAL PAYMENTS	190.00
SERVICE REQUEST BALANCE	.00

Form **LLC-50.1**

Illinois
Limited Liability Company Act
Annual Report

FILE # 04509455

Due prior to: 09/01/2017

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Filing Fee: 250.00
Series Fee, if required:
Penalty: 0.00
Total: 250.00

Filed Electronically
September 17, 2017
Jesse White
Secretary of State

1. Limited Liability Company Name: HEROIC INVESTORS LLC

Registered Agent: BRIEN WLOCH

15 FOREST LN

SOUTH BARRINGTON, IL 60010-6173

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 09/24/2013

3. Address of Principal Place of Business:
15 FOREST LANE SOUTH BARRINGTON, IL 60010

4. Name and business address of all managers and any member having the authority of manager:

CATWILMAT LLC SOUTH BARRINGTON, IL 60010
15 FOREST LANE

MGD INVESTMENTS LLC
27 FOREST LANE SOUTH BARRINGTON, IL 60010

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

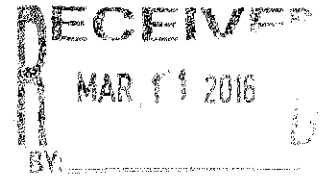
Dated: September 17, 2017
Month/Day Year

RAMONA NAVITSKY
Name

MANAGER
Title

MGD INVESTMENTS LLC MANAGER

If applicant is a company or other entity, state Name of Company



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0249326-8

03/04/2016

RUSSEL G ROBINSON
2800 W HIGGINS ROAD, STE 160
HOFFMAN ESTATES, IL 60169-0000



RE CATWILMAT, LLC

DEAR SIR OR MADAM:

ARTICLES OF AMENDMENT HAVE BEEN PLACED ON FILE, AND THE LIMITED LIABILITY COMPANY CREDITED WITH THE REQUIRED FILING FEE.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-5.25**
May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Amendment

FILE # 02493268

This space for use by Secretary of State.

SUBMIT IN DUPLICATE

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: 

FILED

FEB 23 2016

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: CATWILMAT, LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the file date) _____

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new member (give name and address below)*

b) Admission of a new manager (give name and address below)*

c) Withdrawal of a member (give name below)*

d) Withdrawal of a manager (give name below)*

e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)

f) Change of registered agent and/or registered agent's office (give new name and/or address below, Address change to P.O. box alone or c/o is unacceptable.)

g) Change in the Limited Liability Company's name (give new name below)

h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization

i) Other (give information in space below)

j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

b) Brien P. Wloch, 15 Forest Lane, South Barrington, Illinois 60010

d) Cathy S. Wloch, 15 Forest Lane, South Barrington, Illinois 60010

New Name of LLC (as changed): _____

The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: December 30, 2015
Month/Day Year

Cathy S. Wloch
Signature (Must comply with Section 5-45 of ILLCA.)

Cathy S. Wloch, Manager
Name and Title (type or print)

If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

*** The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.



0811455065

Form **LLC-5.5**

April 2007

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check,
cashier's check, Illinois attorney's check,
C.P.A.'s check or money order payable to
Secretary of State.

Doc#: 0811455065 Fee: \$38.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/23/2008 02:09 PM Pg: 1 of 2

Filing Fee: \$500
Approved: *[Signature]*

FILE # **0249-3268**

This space for use by Secretary of State.

FILED

APR 0 8 2008

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: CATWILMAT, LLC 1899, 001

The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership or L.P.

2. Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.) 15 Forest Lane, South Barrington, IL 60010

3. Articles of Organization effective on: (check one)
 the filing date
 a later date (not to exceed 60 days after the filing date): _____
Month, Day, Year

4. Registered Agent's Name and Registered Office Address:
Registered Agent: Russel G. Robinson
First Name Middle Initial Last Name
Registered Office: 2800 W. Higgins Road Suite 160
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Hoffman Estates 60169 Cook
City ZIP Code County

5. Purpose(s) for which the Limited Liability Company is organized: (If more space is needed, attach additional sheets of this size.)
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. Latest date, if any, upon which the company is to dissolve: _____
(Leave blank if duration is perpetual.) Month, Day, Year

Form **LLC-35.40/45.65** April 2010

Illinois
Limited Liability Company Act

FILE # 0249 3268
This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-624-8008
www.cyberdriveillinois.com

**Application for Reinstatement Following
Administrative Dissolution or Revocation**

SUBMIT IN DUPLICATE
Type or print clearly.

FILED
APR 06 2011
JESSE WHITE
SECRETARY OF STATE

This space for use by Secretary of State.

Date: 4/6/2011

Filing Fee: \$500

Approved: [Signature]

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order payable to Secretary of State.

1. Limited Liability Company Name as of the date of issuance of Notice of Dissolution or Revocation:

CATWILMAT, LLC

If applicable, New Name of Limited Liability Company (Form LLC 5.25 or LLC 45.25 must accompany this application):

2. State of Organization: ILLINOIS

3. Date Notice of Dissolution or Revocation issued: 10/08/2010

4. Registered Agent: RUSSEL G ROBINSON
First Name Middle Initial Last Name

Registered Office: 2800 W HIGGINS ROAD, STE 160
Number Street Suite #

(P.O. Box and c/o are unacceptable) HOFFMAN ESTATES IL 60169
City ZIP Code

Note: If the Registered Agent and/or Office Address has changed since dissolution or revocation, the filing of form LLC 1.36/1.37 is required.

This application is accompanied by all amendments necessary to change, add or remove an existing provision, by all delinquent reports, information requirements and registrations due and therefore becoming due, together with all fees and penalties required.

I affirm under penalties of perjury, having authority to sign hereto, that this application for reinstatement is to the best of my knowledge and belief, true, correct and complete.

Dated: 3/24 2011
Month/Day Year

[Signature]
Signature

BRIEN P WLOCH, MANAGER
Name and Title (type or print)

If applicant is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

12:36 PM

09/23/15

Accrual Basis

Heroic Fitness
Balance Sheet
As of June 30, 2015

	<u>Jun 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
Heroic Fitness, LLC	14,188.12
Total Checking/Savings	<u>14,188.12</u>
Total Current Assets	14,188.12
Fixed Assets	
Furniture and Equipment	25,681.85
Total Fixed Assets	<u>25,681.85</u>
TOTAL ASSETS	<u>39,869.97</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	-4,167.52
Total Other Current Liabilities	<u>-4,167.52</u>
Total Current Liabilities	<u>-4,167.52</u>
Total Liabilities	-4,167.52
Equity	
Member 1 Draws	-67,500.00
Member 1 Equity	582,500.00
Member 2 Draws	-173,325.00
Opening Balance Equity	1,580.77
Retained Earnings	-286,606.67
Net Income	-12,591.61
Total Equity	<u>44,037.49</u>
TOTAL LIABILITIES & EQUITY	<u>39,869.97</u>

Heroic Fitness
Profit & Loss Budget Performance
June 2015

	<u>Jun 15</u>	<u>Budget</u>	<u>Proposed Budget</u>	<u>Jan - Jun 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense						
Income						
Appeal	88.40	350.00	350.00	0.00	2,100.00	4,200.00
Equipment Sales	332.00	0.00	360.00	120.00	1,095.00	1,785.00
Juice Bar	732.50	300.00	650.00	127.00	1,800.00	3,600.00
Reimbursements	0.00			28.00		
Supplements	737.00	300.00	600.00	360.25	1,800.00	3,600.00
Training	38,603.71	69,412.00	41,000.00	229,617.83	433,954.00	850,426.00
Vending	0.00			1.50		
Total Income	<u>40,493.61</u>	<u>70,362.00</u>	<u>42,960.00</u>	<u>230,254.58</u>	<u>440,749.00</u>	<u>863,611.00</u>
Expense						
Advertising and Promotion						
Printed Materials	795.18	500.00	500.00	3,427.52	3,500.00	7,000.00
Promotional	0.00			329.70		
Publications	514.00	514.00	514.00	3,084.00	3,084.00	6,168.00
Video	250.00	0.00	0.00	250.00	500.00	1,000.00
Website	2,091.43	2,000.00	2,000.00	11,939.53	12,000.00	24,000.00
Total Advertising and Promotion	<u>3,650.61</u>	<u>3,014.00</u>	<u>3,014.00</u>	<u>19,030.75</u>	<u>19,084.00</u>	<u>38,168.00</u>
Bank Service Charges	15.00			90.90		
Construction						
Materials	0.00			250.00		
Misc Exp	0.00	0.00	0.00	2,111.00	2,000.00	2,000.00
Total Construction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,361.00</u>	<u>2,000.00</u>	<u>2,000.00</u>
Equipment Expense						
Equipment Lease	941.19	1,000.00	1,000.00	5,643.10	6,000.00	12,000.00
InBody - Fat Analyzer	0.00			156.75		
MyZone	590.00	0.00	370.00	1,500.00	560.00	560.00
Purchases	0.00	0.00	200.00	1,771.09	1,000.00	2,000.00
Equipment Expense - Other	0.00			293.09		
Total Equipment Expense	<u>1,531.19</u>	<u>1,000.00</u>	<u>1,570.00</u>	<u>9,364.03</u>	<u>7,560.00</u>	<u>14,560.00</u>
Events	100.00	0.00	550.00	1,030.37	1,000.00	2,000.00

Heroic Fitness
Profit & Loss Budget Performance
June 2015

	<u>Jun 15</u>	<u>Budget</u>	<u>Proposed Budget</u>	<u>Jan - Jun 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Insurance Expense	360.84	365.00	365.00	2,459.04	2,190.00	4,140.00
Meals and Entertainment	0.00			629.97		
Misc Supplies	1,942.84	750.00	750.00	7,010.60	4,500.00	9,000.00
Misc. Expenses	68.63	250.00	250.00	3,596.39	1,500.00	2,750.00
Office Supplies	222.65	500.00	500.00	1,265.51	3,000.00	6,000.00
Payroll Expenses						
Federal Withholding	6,161.95			3,758.09		
IL - Withholding	226.48			226.48		
Salaries	10,040.00	32,500.00	28,000.00	60,040.00	195,000.00	390,000.00
Social Security	0.00			1,574.74		
Payroll Expenses - Other	12,981.66			80,433.74		
Total Payroll Expenses	<u>29,410.09</u>	<u>32,500.00</u>	<u>28,000.00</u>	<u>146,033.05</u>	<u>195,000.00</u>	<u>390,000.00</u>
Product Expenses						
Appearl Costs	0.00	0.00	400.00	1,480.74	1,500.00	3,000.00
Food Journals	0.00			655.50		
Supplement Costs	763.15	800.00	1,600.00	9,598.15	4,800.00	9,600.00
Vending Costs	77.76	500.00	250.00	782.92	3,000.00	6,000.00
Product Expenses - Other	0.00			105.29		
Total Product Expenses	<u>840.91</u>	<u>1,300.00</u>	<u>2,250.00</u>	<u>12,622.60</u>	<u>9,300.00</u>	<u>18,600.00</u>
Professional Fees						
Consulting	8.95			400.60		
Legal	0.00			1,302.93		
Licensing	0.00	25.00	0.00	265.00	525.00	1,175.00
Total Professional Fees	<u>8.95</u>	<u>25.00</u>	<u>0.00</u>	<u>1,968.53</u>	<u>525.00</u>	<u>1,175.00</u>
Reimbursable Exp	0.00			345.76		
Rent Expense						
CAM	937.00	937.00	937.00	5,622.00	5,622.00	11,244.00
Insurance Reimb.	55.00	55.00	55.00	330.00	330.00	660.00
RE Taxes	2,724.00	2,724.00	2,724.00	16,344.00	16,344.00	32,688.00
Rent	7,619.33	7,619.33	7,619.33	45,715.98	45,715.98	91,431.96
Total Rent Expense	<u>11,335.33</u>	<u>11,335.33</u>	<u>11,335.33</u>	<u>68,011.98</u>	<u>68,011.98</u>	<u>136,023.96</u>

Heroic Fitness
Profit & Loss Budget Performance
June 2015

	<u>Jun 15</u>	<u>Budget</u>	<u>Proposed Budget</u>	<u>Jan - Jun 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Repairs and Maintenance						
Cleaning	503.00	750.00	800.00	5,288.66	4,500.00	9,000.00
Cleaning/Supplies	0.00	50.00		93.48	300.00	600.00
HVAC	406.25	250.00	400.00	1,606.25	500.00	750.00
Rentals	0.00	100.00	100.00	835.83	900.00	1,600.00
Total Repairs and Maintenance	<u>909.25</u>	<u>1,150.00</u>	<u>1,300.00</u>	<u>7,824.22</u>	<u>6,200.00</u>	<u>11,950.00</u>
Software	1,565.26	1,100.00	1,100.00	9,465.24	6,600.00	13,200.00
Taxes						
Sales Taxes	570.61	0.00	0.00	2,298.33		
Total Taxes	<u>570.61</u>	<u>0.00</u>	<u>0.00</u>	<u>2,298.33</u>		
Training Expenses						
Group Training	35.00	0.00	0.00	235.00		
Total Training Expenses	<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>235.00</u>		
Utilities						
Cable / Telephone	356.86	300.00	300.00	2,165.88	1,800.00	3,600.00
Electric	472.85	550.00	550.00	2,906.86	2,500.00	5,200.00
Gas	120.78	200.00	200.00	1,165.76	1,400.00	2,700.00
Security	40.21	52.00	52.00	376.71	312.00	624.00
Water	122.82	45.00	45.00	373.82	270.00	540.00
XM Radio	29.99	30.00	30.00	179.94	180.00	360.00
Total Utilities	<u>1,143.51</u>	<u>1,177.00</u>	<u>1,177.00</u>	<u>7,168.97</u>	<u>6,462.00</u>	<u>13,024.00</u>
Total Expense	<u>53,710.67</u>	<u>54,466.33</u>	<u>52,161.33</u>	<u>302,812.24</u>	<u>332,932.98</u>	<u>662,590.96</u>
Net Ordinary Income	<u>(13,217.06)</u>	<u>15,895.67</u>	<u>(9,201.33)</u>	<u>(72,557.66)</u>	<u>107,816.02</u>	<u>201,020.04</u>
Net Income	<u>(13,217.06)</u>	<u>15,895.67</u>	<u>(9,201.33)</u>	<u>(72,557.66)</u>	<u>107,816.02</u>	<u>201,020.04</u>

Heroic Fitness
Profit & Loss Budget Performance
August 2015

	<u>Aug 15</u>	<u>Budget</u>	<u>Budget</u>	<u>Jan - Aug 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense						
Income						
Appearl	50.00	350.00	150.00	0.00	2,800.00	4,200.00
Equipment Sales	233.00	0.00	250.00	120.00	1,440.00	1,785.00
Juice Bar	655.75	300.00	750.00	217.45	2,400.00	3,600.00
Reimbursements	0.00			28.00		
Supplements	784.00	300.00	650.00	360.25	2,400.00	3,600.00
Training	38,876.84	69,412.00	40,325.00	310,208.63	572,778.00	850,426.00
Vending	0.00			1.50		
Total Income	<u>40,599.59</u>	<u>70,362.00</u>	<u>42,125.00</u>	<u>310,935.83</u>	<u>581,818.00</u>	<u>863,611.00</u>
Expense						
Advertising and Promotion						
Printed Materials	112.90	1,000.00	500.00	3,706.37	5,000.00	7,000.00
Promotional	0.00			329.70		
Publications	514.00	514.00	514.00	4,112.00	4,112.00	6,168.00
Video	0.00	0.00	0.00	350.00	500.00	1,000.00
Website	2,723.23	2,000.00	2,000.00	16,171.99	16,000.00	24,000.00
Total Advertising and Promotion	<u>3,350.13</u>	<u>3,514.00</u>	<u>3,014.00</u>	<u>24,670.06</u>	<u>25,612.00</u>	<u>38,168.00</u>
Bank Service Charges	19.50			125.40		
Construction						
Materials	0.00			250.00		
Misc Exp	0.00	0.00	0.00	2,111.00	2,000.00	2,000.00
Total Construction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,361.00</u>	<u>2,000.00</u>	<u>2,000.00</u>
Equipment Expense						
Equipment Lease	0.00	1,000.00	500.00	6,143.10	8,000.00	12,000.00
InBody - Fat Analyzer	0.00			156.75		
MyZone	250.00	0.00	250.00	2,000.00	560.00	560.00
Purchases	0.00	500.00	0.00	1,806.28	1,500.00	2,000.00
Equipment Expense - Other	0.00			293.09		
Total Equipment Expense	<u>250.00</u>	<u>1,500.00</u>	<u>750.00</u>	<u>10,399.22</u>	<u>10,060.00</u>	<u>14,560.00</u>
Events	0.00	0.00	0.00	1,674.43	1,000.00	2,000.00

Heroic Fitness Profit & Loss Budget Performance August 2015

	<u>Aug 15</u>	<u>Budget</u>	<u>Budget</u>	<u>Jan - Aug 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Insurance Expense	126.00	0.00	126.00	2,711.04	2,190.00	4,140.00
Meals and Entertainment	96.89			910.33		
Misc Supplies	1,121.45	750.00	750.00	9,297.14	6,000.00	9,000.00
Misc. Expenses	6.74	250.00	250.00	4,112.25	2,000.00	2,750.00
Office Supplies	347.21	500.00	250.00	1,999.18	4,000.00	6,000.00
Payroll Expenses						
Child Support	1,979.73			1,979.73		
Federal Withholding	4,621.41		4,650.00	12,801.74		
IL - Withholding	463.04			1,328.05		
Salaries	6,200.00	32,500.00	12,000.00	40.00	260,000.00	390,000.00
Social Security	757.02		750.00	2,331.76		
Payroll Expenses - Other	6,387.72			101,442.32		
Total Payroll Expenses	<u>20,408.92</u>	<u>32,500.00</u>	<u>17,400.00</u>	<u>119,923.60</u>	<u>260,000.00</u>	<u>390,000.00</u>
Product Expenses						
Appearal Costs	0.00	0.00	0.00	1,480.74	2,000.00	3,000.00
Food Journals	0.00			655.50		
Supplement Costs	1,575.45	800.00	800.00	13,040.71	6,400.00	9,600.00
Vending Costs	295.32	500.00	0.00	1,266.52	4,000.00	6,000.00
Product Expenses - Other	0.00			105.29		
Total Product Expenses	<u>1,870.77</u>	<u>1,300.00</u>	<u>800.00</u>	<u>16,548.76</u>	<u>12,400.00</u>	<u>18,600.00</u>
Professional Fees						
Consulting	298.95			699.55		
Legal	0.00			1,302.93		
Licensing	0.00	25.00	25.00	265.00	700.00	1,175.00
LLC Fees	0.00			250.00		
Total Professional Fees	<u>298.95</u>	<u>25.00</u>	<u>25.00</u>	<u>2,517.48</u>	<u>700.00</u>	<u>1,175.00</u>
Reconciliation Discrepancies	0.00			33.95		
Reimbursable Exp	0.00			345.76		
Rent Expense						
CAM	937.00	937.00	937.00	7,496.00	7,496.00	11,244.00
Insurance Reimb.	55.00	55.00	55.00	440.00	440.00	660.00
RE Taxes	2,724.00	2,724.00	2,724.00	21,792.00	21,792.00	32,688.00

Heroic Fitness
Profit & Loss Budget Performance
August 2015

	<u>Aug 15</u>	<u>Budget</u>	<u>Budget</u>	<u>Jan - Aug 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Rent	5,541.33	7,619.33	5,541.33	56,798.64	60,954.64	91,431.96
Total Rent Expense	<u>9,257.33</u>	<u>11,335.33</u>	<u>9,257.33</u>	<u>86,526.64</u>	<u>90,682.64</u>	<u>136,023.96</u>
Repairs and Maintenance						
Cleaning	872.00	750.00	750.00	7,518.66	6,000.00	9,000.00
Cleaning/Supplies	0.00	50.00	50.00	93.48	400.00	600.00
HVAC	406.25	0.00	406.25	2,418.75	500.00	750.00
Rentals	102.44	100.00	100.00	1,273.75	1,100.00	1,600.00
Total Repairs and Maintenance	<u>1,380.69</u>	<u>900.00</u>	<u>1,306.25</u>	<u>11,304.64</u>	<u>8,000.00</u>	<u>11,950.00</u>
Software	1,589.41	1,100.00	1,100.00	12,503.16	8,800.00	13,200.00
Taxes						
Sales Taxes	0.00			2,298.33		
Total Taxes	<u>0.00</u>			<u>2,298.33</u>		
Training Expenses						
Group Training	0.00			235.00		
Total Training Expenses	<u>0.00</u>			<u>235.00</u>		
Utilities						
Cable / Telephone	364.50	300.00	300.00	2,894.87	2,400.00	3,600.00
Electric	545.67	550.00	550.00	3,903.72	3,600.00	5,200.00
Gas	55.54	200.00	200.00	1,265.17	1,800.00	2,700.00
Security	51.99	52.00	52.00	480.69	416.00	624.00
Water	69.80	45.00	45.00	523.31	360.00	540.00
XM Radio	29.99	30.00	30.00	239.92	240.00	360.00
Total Utilities	<u>1,117.49</u>	<u>1,177.00</u>	<u>1,177.00</u>	<u>9,307.68</u>	<u>8,816.00</u>	<u>13,024.00</u>
Total Expense	<u>41,241.48</u>	<u>54,851.33</u>	<u>36,205.58</u>	<u>319,805.05</u>	<u>442,260.64</u>	<u>662,590.96</u>
Net Ordinary Income	<u>(641.89)</u>	<u>15,510.67</u>	<u>5,919.42</u>	<u>(8,869.22)</u>	<u>139,557.36</u>	<u>201,020.04</u>
Net Income	<u>(641.89)</u>	<u>15,510.67</u>	<u>5,919.42</u>	<u>(8,869.22)</u>	<u>139,557.36</u>	<u>201,020.04</u>

11:50 AM
02/27/15
Accrual Basis

Heroic Fitness
Profit & Loss
January 1 through February 27, 2015

	<u>Jan 1 - Feb 27, 15</u>
Ordinary Income/Expense	
Income	
Juice Bar	113.00
Reimbursements	28.00
Supplements	360.25
Training	71,923.00
	<hr/>
Total Income	72,424.25
Expense	
Advertising and Promotion	
Printed Materials	640.50
Promotional Publications	329.70
Website	1,028.00
	<hr/>
Total Advertising and Promotion	6,299.56
Bank Service Charges	23.00
Construction	
Materials	250.00
Misc Exp	500.00
	<hr/>
Total Construction	750.00
Equipment Expense	
Equipment Lease	2,216.13
Purchases	500.00
Equipment Expense - Other	293.09
	<hr/>
Total Equipment Expense	3,009.22
Events	71.55
Insurance Expense	721.68
Meals and Entertainment	263.37
Misc Supplies	1,451.42
Misc. Expenses	797.38
Office Supplies	377.16
Payroll Expenses	29,229.98
Product Expenses	
Supplement Costs	2,619.98
	<hr/>
Total Product Expenses	2,619.98
Professional Fees	
Consulting	300.00
Legal	1,302.93
Licensing	150.00
	<hr/>
Total Professional Fees	1,752.93
Reimbursable Exp	146.76

11:50 AM
02/27/15
Accrual Basis

Heroic Fitness
Profit & Loss
January 1 through February 27, 2015

	<u>Jan 1 - Feb 27, 15</u>
Rent Expense	
CAM	1,874.00
Insurance Reimb.	110.00
RE Taxes	5,448.00
Rent	15,238.66
Total Rent Expense	<u>22,670.66</u>
Repairs and Maintenance	
Cleaning	1,455.66
Cleaning/Supplies	93.48
HVAC	350.00
Rentals	195.51
Total Repairs and Maintenance	<u>2,094.65</u>
Software	3,214.53
Training Expenses	
Group Training	35.00
Total Training Expenses	<u>35.00</u>
Utilities	
Cable / Telephone	667.12
Electric	722.31
Gas	388.46
Security	104.98
Water	150.96
XM Radio	59.98
Total Utilities	<u>2,093.81</u>
Total Expense	<u>77,822.64</u>
Net Ordinary Income	<u>-5,198.39</u>
Net Income	<u><u>-5,198.39</u></u>

11:49 AM
02/27/15
Accrual Basis

Heroic Fitness
Balance Sheet
As of December 31, 2014

	<u>Dec 31, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
Heroic Fitness, LLC	12,426.24
Total Checking/Savings	<u>12,426.24</u>
Total Current Assets	12,426.24
Fixed Assets	
Furniture and Equipment	25,439.74
Total Fixed Assets	<u>25,439.74</u>
TOTAL ASSETS	<u><u>37,865.98</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	16,156.88
Total Other Current Liabilities	<u>16,156.88</u>
Total Current Liabilities	<u>16,156.88</u>
Total Liabilities	16,156.88
Equity	
Member 1 Draws	-62,500.00
Member 1 Equity	485,500.00
Member 2 Draws	-116,245.00
Opening Balance Equity	1,560.77
Retained Earnings	-69,395.67
Net Income	-187,211.00
Total Equity	<u>21,709.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>37,865.98</u></u>

Heroic Fitness
Profit & Loss Budget vs. Actual
January through December 2014

	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	TOTAL Jan - Dec 14
Ordinary Income/Expense													
Income													
Appearl	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	0.00	36.00
Bank Advance	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Equipment Sales	0.00	0.00	225.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	365.00
Juice Bar	0.00	0.00	0.00	0.00	18.00	97.25	17.00	14.00	20.25	514.17	10.25	5.75	696.67
Misc Income	0.00	0.00	87.00	92,730.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,817.47
Nutrition Consults	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	435.00	633.00	0.00	50.00	355.00	0.00	1,473.00
Supplements	0.00	0.00	0.00	0.00	90.25	126.17	203.50	0.00	0.00	0.00	0.00	0.00	419.92
Training	1,659.92	1,040.00	8,787.29	16,580.28	19,178.94	31,042.70	28,149.32	28,772.61	31,184.95	34,342.48	28,358.06	34,003.80	284,100.35
Vending	0.00	0.00	2.50	4.00	8.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00
Total Income	1,959.92	1,040.00	9,101.79	109,454.75	19,293.69	31,267.12	28,804.82	30,419.61	31,205.20	34,908.65	28,759.31	34,009.55	360,222.41
Expense													
Advance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-800.00	-800.00
Advertising and Promotion													
Printed Materials	0.00	131.25	218.75	432.67	0.00	103.12	1,544.56	0.00	748.00	437.50	537.50	0.00	4,153.35
Promotional	0.00	10.00	0.00	0.00	0.00	0.00	500.00	0.00	2,500.00	2,500.00	0.00	0.00	5,510.00
Publications	0.00	0.00	613.00	514.00	514.00	514.00	514.00	514.00	514.00	514.00	514.00	514.00	5,239.00
Signage	0.00	0.00	405.00	0.00	440.00	0.00	320.00	0.00	0.00	0.00	0.00	0.00	1,165.00
Video	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	515.01	0.00	0.00	3,015.01
Website	1,699.00	2,449.00	720.88	2,227.88	2,360.68	4,037.78	4,835.52	4,069.05	5,562.62	3,582.03	6,477.51	1,091.00	38,912.95
Advertising and Promotion - Other	0.00	0.00	0.00	47.81	41.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.78
Total Advertising and Promotion	1,699.00	4,590.25	1,957.63	3,222.36	3,356.65	4,654.90	7,514.08	4,583.05	9,824.62	7,548.54	7,529.01	1,605.00	58,085.09
Bank Service Charges	0.00	103.00	128.06	180.49	110.00	649.77	1,034.48	2,413.20	1,049.31	955.10	1,235.63	1,043.84	8,902.88
Charitable Giving	0.00	0.00	0.00	750.00	240.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	1,490.00
Construction													
Contractor	1,000.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00
Electrician	7,550.00	4,593.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,143.00
Materials	31,571.23	11,682.38	278.31	0.00	0.00	125.00	150.00	150.00	150.00	250.00	0.00	200.00	44,556.92
Misc Exp	752.96	1,418.60	2,302.25	0.00	728.00	878.00	878.00	195.73	150.00	325.14	240.00	1,000.00	8,868.68
Permits	57.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57.50
Plumbing	5,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,320.00
Roofing	0.00	459.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	459.00

Heroic Fitness
Profit & Loss Budget vs. Actual
January through December 2014

	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	TOTAL Jan - Dec 14
Signage	375.00	4,220.00	0.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	0.00	0.00	5,030.00
Total Construction	46,020.69	25,872.98	2,590.56	0.00	728.00	1,003.00	1,028.00	345.73	735.00	575.14	240.00	1,200.00	80,935.10
Equipment Expense													
Equipment Lease	0.00	0.00	1,057.44	0.00	595.44	772.44	1,057.44	611.44	1,036.44	0.00	1,089.44	1,293.44	7,513.52
InBody - Fat Analyzer	0.00	0.00	0.00	1,283.23	1,233.34	1,233.34	0.00	0.00	0.00	0.00	0.00	0.00	3,749.91
MyZone	0.00	3,424.75	0.00	0.00	0.00	0.00	0.00	672.00	1,120.00	0.00	0.00	0.00	5,216.75
Purchases	0.00	2,161.73	915.31	1,196.26	3,355.85	122.63	555.84	202.65	0.00	27.24	1,950.26	420.54	10,908.31
Equipment Expense - Other	0.00	0.00	84.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.95
Total Equipment Expense	0.00	5,586.48	2,057.70	2,479.49	5,184.63	2,128.41	1,613.28	1,486.09	2,156.44	27.24	3,039.70	1,713.98	27,473.44
Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	438.35	790.00	50.00	1,278.35
Insurance Expense	234.77	469.61	81.19	234.84	263.86	366.80	234.84	234.84	0.00	1,239.44	360.84	360.84	4,081.87
Interest Expense	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Meals and Entertainment	80.00	0.00	27.62	9.75	7.40	0.00	48.00	0.00	40.15	0.00	0.00	0.00	212.92
Misc Supplies	31.84	712.24	1,592.67	2,042.14	2,637.10	928.27	838.92	1,356.08	2,018.15	2,569.02	1,465.28	1,881.46	18,053.17
Misc. Expenses													
Construction	1,500.00	380.00	7,447.44	2,788.08	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,365.52
Misc. Expenses - Other	424.00	85.99	-16.26	194.96	466.06	326.23	-674.60	39.41	-251.86	-289.65	-2,266.73	-177.02	-2,139.47
Total Misc. Expenses	1,924.00	465.99	7,431.18	2,983.04	716.06	326.23	-674.60	39.41	-251.86	-289.65	-2,266.73	-177.02	10,226.05
Office Supplies	56.67	311.69	276.57	420.94	240.29	902.77	1,119.41	812.80	572.07	613.53	395.09	857.01	6,578.84
Other Income	0.00	0.00	-38.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-38.14
Payroll Expenses													
Salaries	0.00	0.00	1,651.17	1,856.82	0.00	30.00	1,405.00	0.00	0.00	0.00	0.00	0.00	4,942.99
Payroll Expenses - Other	0.00	0.00	0.00	11,312.22	16,745.55	18,600.09	17,009.86	17,256.30	16,770.49	23,838.37	20,749.67	16,742.20	159,024.75
Total Payroll Expenses	0.00	0.00	1,651.17	13,169.04	16,745.55	18,630.09	18,414.86	17,256.30	16,770.49	23,838.37	20,749.67	16,742.20	163,967.74
Product Expenses													
Apparel Costs	0.00	2,590.67	0.00	195.00	1,475.97	481.95	754.32	804.30	-87.48	0.00	370.90	332.00	6,917.63
Food Journals	0.00	0.00	0.00	392.75	0.00	559.50	0.00	0.00	327.75	0.00	0.00	0.00	1,280.00
Supplement Costs	0.00	0.00	0.00	1,783.01	1,144.45	2,631.19	2,186.82	1,048.49	1,536.24	2,003.26	1,144.26	967.41	14,445.13
Vending Costs	0.00	253.05	873.68	85.00	269.77	726.75	0.00	731.89	414.84	70.50	284.56	498.34	4,208.18
Product Expenses - Other	0.00	0.00	0.00	0.00	206.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.66
Total Product Expenses	0.00	2,843.72	873.68	2,455.76	3,096.85	4,399.39	2,941.14	2,584.68	2,191.15	2,073.76	1,799.72	1,797.75	27,057.80
Professional Fees													

Heroic Fitness
Profit & Loss Budget vs. Actual
January through December 2014

	TOTAL												
	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan - Dec 14
Consulting	0.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00	412.50	60.50	0.00	212.90	860.90
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	29.81	0.00	0.00	0.00	179.81
Licensing	0.00	138.25	50.00	115.00	25.00	25.00	50.00	0.00	25.00	50.00	0.00	650.00	1,128.25
LLC Fees	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	250.00
Professional Fees - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.50	117.50	0.00	0.00	235.00
Total Professional Fees	0.00	138.25	225.00	115.00	25.00	25.00	300.00	150.00	584.81	228.00	0.00	862.90	2,653.96
Reimbursable Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.84	499.90	1,036.49	596.37	2,191.40
Rent Expense													
CAM	0.00	0.00	0.00	7,114.82	3,675.73	3,675.73	1,737.88	0.00	868.84	868.84	868.84	868.84	19,679.32
Insurance Reimb.	0.00	0.00	0.00	0.00	0.00	0.00	209.82	0.00	104.91	104.91	104.91	104.91	629.46
RE Taxes	0.00	0.00	0.00	0.00	0.00	0.00	5,403.96	0.00	2,701.98	2,701.98	2,701.98	2,701.98	16,211.88
Rent	0.00	0.00	0.00	7,619.33	7,619.33	7,619.33	15,238.88	0.00	7,619.33	7,619.33	7,619.33	7,619.33	68,574.57
Rent Expense - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Rent Expense	0.00	0.00	0.00	14,734.15	11,295.06	11,295.06	22,590.12	0.00	11,295.06	11,295.08	11,295.06	11,295.66	105,095.23
Repairs and Maintenance													
Cleaning	0.00	0.00	60.00	1,151.97	0.00	899.00	827.00	1,274.00	891.00	634.38	545.00	782.50	6,944.85
Cleaning/Supplies	0.00	0.00	42.02	20.00	0.00	0.00	0.00	0.00	32.00	0.00	0.00	0.00	94.02
HVAC	0.00	0.00	0.00	0.00	371.25	0.00	321.00	0.00	550.00	524.00	216.00	249.00	2,231.25
Rentals	0.00	0.00	0.00	103.57	105.00	52.50	178.50	0.00	0.00	0.00	38.50	218.74	696.81
Total Repairs and Maintenance	0.00	0.00	102.02	1,275.54	476.25	1,051.50	1,326.50	1,274.00	1,273.00	1,158.38	799.50	1,230.24	9,986.93
Software	0.00	95.00	642.00	105.00	541.47	105.00	105.00	105.00	105.00	105.00	136.66	152.50	2,197.63
Taxes													
Sales Taxes	0.00	0.00	0.00	0.00	0.00	0.00	281.00	11.42	0.00	0.00	0.00	0.00	292.42
Total Taxes	0.00	0.00	0.00	0.00	0.00	0.00	281.00	11.42	0.00	0.00	0.00	0.00	292.42
Training Expenses													
Group Training	0.00	0.00	2,037.50	1,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,087.50
Individual Training	0.00	0.00	225.00	675.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
Training Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	126.00
Total Training Expenses	0.00	0.00	2,262.50	1,725.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	4,113.50
Utilities													
Cable / Telephone	0.00	0.00	1,043.76	409.44	394.12	368.48	70.61	846.91	377.62	627.78	371.33	756.02	5,264.07
Electric	292.94	292.66	227.56	518.94	340.23	587.08	0.00	1,148.01	0.00	813.16	896.11	598.01	5,714.70

11:29 AM
01/06/15
Accrual Basis

Heroic Fitness
Profit & Loss Budget vs. Actual
January through December 2014

	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>	<u>Jun 14</u>	<u>Jul 14</u>	<u>Aug 14</u>	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>	<u>Dec 14</u>	<u>TOTAL</u> <u>Jan - Dec 14</u>
Gas	354.92	0.00	198.93	395.31	196.21	0.00	278.52	672.06	39.54	54.88	0.00	311.33	2,501.70
Security	0.00	0.00	0.00	403.98	0.00	51.99	51.99	51.99	51.99	51.99	51.99	51.99	767.91
Water	0.00	0.00	0.00	13.03	9.98	0.00	195.90	13.83	0.00	26.56	60.68	0.00	319.98
XM Radio	0.00	0.00	221.67	29.99	29.99	29.99	29.99	29.99	29.99	29.99	29.99	29.99	491.58
Utilities - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Utilities	647.86	292.66	1,691.92	1,770.69	970.53	1,035.54	627.01	2,762.79	499.14	1,604.36	1,410.10	1,747.34	15,059.94
Vehicle Expense	0.00	0.00	40.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.21
Total Expense	51,300.83	41,481.87	23,583.54	47,773.23	46,634.70	47,501.73	58,842.04	35,415.39	40,921.17	54,479.54	50,016.02	42,466.07	549,416.13
Net Ordinary Income	-49,340.91	-40,441.87	-14,481.75	61,681.52	-27,341.01	-16,234.61	-31,037.22	-4,985.78	-17,715.97	-19,572.89	-21,256.71	-8,456.52	-189,193.72
Net Income	-49,340.91	-40,441.87	-14,481.75	61,681.52	-27,341.01	-16,234.61	-31,037.22	-4,995.78	-17,715.97	-19,572.89	-21,256.71	-8,456.52	-189,193.72

U.S. Return of Partnership Income

For calendar year 2017, or tax year beginning _____, ending _____

2017

▶ Go to www.irs.gov/Form1065 for instructions and the latest information.

A Principal business activity	Type or Print	Name of partnership HEROIC INVESTORS LLC	D Employer identification number 80-0951272
INVESTMENT		Number, street, and room or suite no. If a P.O. box, see the instructions. 15 FOREST LANE	E Date business started 09/24/2013
B Principal product or service FINANCE		City or town, state or province, country, and ZIP or foreign postal code SOUTH BARRINGTON IL 60010	F Total assets (see the instructions) \$ 607,111
C Business code number 525990			

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination - also check (1) or (2)

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2**

J Check if Schedules C and M-3 are attached

Caution. Include *only* trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a	Gross receipts or sales	1a	
	b	Returns and allowances	1b	
	c	Balance. Subtract line 1b from line 1a	1c	
	2	Cost of goods sold (attach Form 1125-A)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement) SEE STATEMENT 1	4	-202,635
	5	Net farm profit (loss) (attach Schedule F (Form 1040))	5	
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	
7	Other income (loss) (attach statement)	7		
8	Total income (loss). Combine lines 3 through 7	8	-202,635	
Deductions (see the instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)	9	
	10	Guaranteed payments to partners	10	
	11	Repairs and maintenance	11	
	12	Bad debts	12	
	13	Rent	13	
	14	Taxes and licenses	14	250
	15	Interest SEE STATEMENT 2	15	14,771
	16a	Depreciation (if required, attach Form 4562)	16a	
	b	Less depreciation reported on Form 1125-A and elsewhere on return	16b	
	16c		16c	
	17	Depletion (Do not deduct oil and gas depletion.)	17	
18	Retirement plans, etc.	18		
19	Employee benefit programs	19		
20	Other deductions (attach statement) SEE STATEMENT 3	20	465	
21	Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21	15,486	
22	Ordinary business income (loss). Subtract line 21 from line 8	22	-218,121	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

▶ _____ Signature of partner or limited liability company member

▶ _____ Date

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name DONALD FIOREK, EA	Preparer's signature <i>Donald Fiorek</i>	Date 09/06/18	Check <input type="checkbox"/> if self-employed	PTIN P00038612
	Firm's name ▶ ACCOUNTAX BUSINESS SERVICES, INC.	Firm's EIN ▶ 36-4341830			
	Firm's address ▶ 125 E LAKE ST, STE 201 BLOOMINGDALE, IL 60108	Phone no. 630-351-0500			

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:	Yes	No
a <input type="checkbox"/> Domestic general partnership		
b <input type="checkbox"/> Domestic limited partnership		
c <input checked="" type="checkbox"/> Domestic limited liability company		
d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership		
f <input type="checkbox"/> Other ▶		

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?		X
---	--	----------

3 At the end of the tax year:		
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	X	
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership		X

4 At the end of the tax year, did the partnership:		
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X
--	--	----------

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
---	--	----------

6 Does the partnership satisfy all four of the following conditions?		
a The partnership's total receipts for the tax year were less than \$250,000.		
b The partnership's total assets at the end of the tax year were less than \$1 million.		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d The partnership is not filing and is not required to file Schedule M-3	X	
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
---	--	----------

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
---	--	----------

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
---	--	----------

10 At any time during calendar year 2017, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶		X
--	--	----------

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2017 that would require you to file Form(s) 1099? See instructions		X
b If "Yes," did you or will you file required Form(s) 1099?		
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶ 0		
20 Enter the number of partners that are foreign governments under section 892. ▶ 0		
21 During the partnership's tax year, did the partnership make any payments that would require it to file Form 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
22 Was the partnership a specified domestic entity required to file Form 8938 for the tax year (See the Instructions for Form 8938)?		X

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	▶ CATWILMAT LLC	Identifying number of TMP	▶ 26-2902902
If the TMP is an entity, name of TMP representative	▶ MONA NAVITSKY	Phone number of TMP	▶ 312-543-1250
Address of designated TMP	▶ 15 FOREST LANE SOUTH BARRINGTON IL 60010		

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-218,121
	2 Net rental real estate income (loss) (attach Form 8825)	2	-14,692
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
	b Collectibles (28%) gain (loss)	9b	
	c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10	-164,768	
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)	
	d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a	-15,486
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	178,391
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category ▶ e General category ▶ f Other ▶	16f	
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶ h Other ▶	16h	
	Deductions allocated and apportioned at partnership level to foreign source income		
i Passive category ▶ j General category ▶ k Other ▶	16k		
l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l		
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) items	17a Post-1986 depreciation adjustment	17a	
	b Adjusted gain or loss	17b	
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties - gross income	17d	
	e Oil, gas, and geothermal properties - deductions	17e	
	f Other AMT items (attach statement)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	
	19a Distributions of cash and marketable securities	19a	
	b Distributions of other property	19b	
	20a Investment income	20a	
b Investment expenses	20b		
c Other items and amounts (attach statement)			

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i	1	-397,581
2	Analysis by partner type:		
	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)
	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners		-397,581
b	Limited partners		

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		21,977		6,088
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement) SEE STMT 4		246,341		335,303
9a	Buildings and other depreciable assets	148,596		148,596	
b	Less accumulated depreciation	2,223	146,373	2,223	146,373
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		71,567		119,347
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets		486,258		607,111
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more		250,000		300,000
20	Other liabilities (attach statement)				
21	Partners' capital accounts		236,258		307,111
22	Total liabilities and capital		486,258		607,111

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	-397,581	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16i, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize):		a	Depreciation \$	
a	Depreciation \$				
b	Travel and entertainment \$		8	Add lines 6 and 7	
5	Add lines 1 through 4	-397,581	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-397,581

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	236,258	6	Distributions: a Cash	
2	Capital contributed: a Cash	468,434	b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	-397,581	8	Add lines 6 and 7	
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	307,111
5	Add lines 1 through 4	307,111			

**Rental Real Estate Income and Expenses of a
 Partnership or an S Corporation**

OMB No. 1545-0123

▶ Attach to Form 1065, Form 1065-B, or Form 1120S.
 ▶ Go to www.irs.gov/Form8825 for the latest information.

Name **HEROIC INVESTORS LLC** Employer identification number **80-0951272**

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	CHICAGO HEIGHTS GROUP 1722-1748 RIDGE ROAD HOMEWOOD IL 60430	4 COMMERCIAL	365	
B				
C				
D				

		Properties					
		A	B	C	D		
Rental Real Estate Income							
2	Gross rents	8,101					
Rental Real Estate Expenses							
3	Advertising						
4	Auto and travel						
5	Cleaning and maintenance						
6	Commissions						
7	Insurance	797					
8	Legal and other professional fees						
9	Interest						
10	Repairs						
11	Taxes	21,952					
12	Utilities	44					
13	Wages and salaries						
14	Depreciation (see instructions)						
15	Other (list) ▶						
16	Total expenses for each property. Add lines 3 through 15	22,793					
17	Income or (loss) from each property. Subtract line 16 from line 2	-14,692					
18a	Total gross rents. Add gross rents from line 2, columns A through H					18a	8,101
b	Total expenses. Add total expenses from line 16, columns A through H					18b	22,793
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities					19	
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)					20a	
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed.						
	(1) Name			(2) Employer identification number			
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2; or • Form 1065-B: Part I, line 4					21	-14,692

**SCHEDULE B-1
(Form 1065)**

**Information on Partners Owning 50% or
More of the Partnership**

OMB No. 1545-0123

(Rev. September 2017)

▶ Attach to Form 1065.

Department of the Treasury
Internal Revenue Service

▶ Go to www.irs.gov/Form1065 for the latest information.

Name of partnership

HEROIC INVESTORS LLC

Employer identification number (EIN)

80-0951272

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(i) Employer Identification Number (if any)	(ii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CATWILMAT LLC	26-2902902	PARTNERSHIP	UNITED STATES	50.000000
MGD INVESTMENTS LLC	46-3458454	PARTNERSHIP	UNITED STATES	50.000000

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 9-2017)

Schedule K-1 (Form 1065)

2017

Department of the Treasury Internal Revenue Service

For calendar year 2017, or tax year

beginning [] ending []

Partner's Share of Income, Deductions, Credits, etc.

See back of form and separate instructions.

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
	-89,061		
2	Net rental real estate income (loss)		
*	-7,346		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
	-82,384		
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction		
13	Other deductions		
		20	Other information
14	Self-employment earnings (loss)		
A	-7,743		
C	89,196		

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

A Partnership's employer identification number
80-0951272

B Partnership's name, address, city, state, and ZIP code
HEROIC INVESTORS LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

C IRS Center where partnership filed return
KANSAS CITY, MO 64999-0011

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
26-2902902

F Partner's name, address, city, state, and ZIP code
CATWILMAT LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **PARTNERSHIP**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	50.000000 %	50.000000 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ **150,000**

L Partner's capital account analysis:

Beginning capital account	\$ 118,131
Capital contributed during the year	\$ 234,217
Current year increase (decrease)	\$ -178,791
Withdrawals & distributions	\$ _____
Ending capital account	\$ 173,557

Tax basis GAAP Section 704(b) book

Other (explain)

M Did the partner contribute property with a built-in gain or loss?

Yes No

If "Yes," attach statement (see instructions)

Schedule K-1 (Form 1065)

2017

Department of the Treasury Internal Revenue Service

For calendar year 2017, or tax year

beginning [] ending []

Partner's Share of Income, Deductions, Credits, etc.

See back of form and separate instructions.

Final K-1 Amended K-1

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 4 columns: Line number, Description, Amount, and Other information. Rows include Ordinary business income (loss) -129,060, Net rental real estate income (loss) -7,346, Other net rental income (loss), Guaranteed payments, Interest income, Ordinary dividends, Qualified dividends, Royalties, Net short-term capital gain (loss), Net long-term capital gain (loss), Collectibles (28%) gain (loss), Unrecaptured section 1250 gain, Net section 1231 gain (loss) -82,384, Other income (loss), Section 179 deduction, Other deductions, Self-employment earnings (loss) -7,743, and Total 89,195.

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

Part I Information About the Partnership. A Partnership's employer identification number 80-0951272. B Partnership's name, address, city, state, and ZIP code HEROIC INVESTORS LLC, 15 FOREST LANE, SOUTH BARRINGTON IL 60010. C IRS Center where partnership filed return KANSAS CITY, MO 64999-0011. D Check if this is a publicly traded partnership (PTP) []

Part II Information About the Partner

Part II Information About the Partner. E Partner's identifying number 46-3458454. F Partner's name, address, city, state, and ZIP code MGD INVESTMENTS LLC, 27 FOREST LANE, SOUTH BARRINGTON IL 60010. G [X] General partner or LLC member-manager. H [X] Domestic partner. I What type of entity is this partner? PARTNERSHIP. J Partner's share of profit, loss, and capital (see instructions): Beginning Ending Profit 50.000000% 50.000000% Loss 50.000000% 50.000000% Capital 50.000000% 50.000000%. K Partner's share of liabilities at year end: Recourse \$ 150,000. L Partner's capital account analysis: Beginning capital account \$ 118,127; Capital contributed during the year \$ 234,217; Current year increase (decrease) \$ -218,790; Ending capital account \$ 133,554. M Did the partner contribute property with a built-in gain or loss? [X] No.

Sales of Business Property
 (Also Involuntary Conversions and Recapture Amounts
 Under Sections 179 and 280F(b)(2))

Department of the Treasury
 Internal Revenue Service

▶ Attach to your tax return.

▶ Go to www.irs.gov/Form4797 for instructions and the latest information.

Attachment Sequence No. **27**

Name(s) shown on return HEROIC INVESTORS LLC	Identifying number 80-0951272
--	---

1 Enter the gross proceeds from sales or exchanges reported to you for 2017 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20. See instructions. 1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft—Most Property Held More Than 1 Year (see instructions)

2	(a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
	PASS THROUGH ENTITY (SCH K-1)						-164,768

3 Gain, if any, from Form 4684, line 39	3	
4 Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6 Gain, if any, from line 32, from other than casualty or theft	6	
7 Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows: Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below. Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you didn't have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.	7	-164,768
8 Nonrecaptured net section 1231 losses from prior years. See instructions	8	
9 Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return. See instructions	9	

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

--	--	--	--	--	--	--	--

11 Loss, if any, from line 7	11	
12 Gain, if any, from line 7 or amount from line 8, if applicable	12	
13 Gain, if any, from line 31	13	
14 Net gain or (loss) from Form 4684, lines 31 and 38a	14	
15 Ordinary gain from installment sales from Form 6252, line 25 or 36	15	
16 Ordinary gain or (loss) from like-kind exchanges from Form 8824	16	
17 Combine lines 10 through 16	17	
18 For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:		
a If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions	18a	
b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18b	

For Paperwork Reduction Act Notice, see separate instructions. Form **4797** (2017)

THERE ARE NO AMOUNTS FOR PAGE 2

Statement 1 - Form 1065, Page 1, Line 4 - Ordinary Income (Loss) from Other Entities

<u>Name of Entity</u>	<u>Activity</u>	<u>EIN</u>	<u>Amount</u>
HEROIC FITNESS LLC 15 FOREST LANE SOUTH BARRINGTON, IL 60010		46-3401358	\$ -202,635
TOTAL			\$ <u>-202,635</u>

Federal Statements

Statement 2 - Form 1065, Page 1, Line 15 - Interest

<u>Description</u>	<u>Amount</u>
BARRINGTON BANK AND TRUST	\$ 14,771
TOTAL	\$ <u>14,771</u>

Statement 3 - Form 1065, Page 1, Line 20 - Other Deductions

<u>Description</u>	<u>Amount</u>
BANK SERVICE CHARGES	\$ 35
PROFESSIONAL FEES	430
TOTAL	\$ <u>465</u>

Statement 4 - Form 1065, Schedule L, Line 8 - Other Investments

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
CREEKSIDE VENTURE INVESTORS L	\$ 147,000	\$ 147,000
OAK PARK VENTURE	50,000	50,000
CHICAGO HGT GROUP	34,100	123,303
HEROIC FITNESS LLC	15,241	
HARRISON STREET VENTURES		15,000
TOTAL	\$ <u>246,341</u>	\$ <u>335,303</u>

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No 1545-0233

▶ **File a separate application for each return.**

▶ **Go to www.irs.gov/Form7004 for instructions and the latest information.**

**Print
or
Type**

Name HEROIC INVESTORS LLC	Identifying number 80-0951272
<small>Number, street, and room or suite no. (If P. O. box, see instructions.)</small> 15 FOREST LANE	
<small>City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).</small> SOUTH BARRINGTON IL 60010	

Note: File request for extension by the due date of the return. See instructions before completing this form.

Part I Automatic Extension for Certain Business Income Tax, Information, and Other Returns. See instructions.

1 Enter the form code for the return listed below that this application is for 09

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND	19
Form 706-GS(T)	02	Form 1120-ND (section 4951 taxes)	20
Form 1041 (bankruptcy estate only)	03	Form 1120-PC	21
Form 1041 (estate other than a bankruptcy estate)	04	Form 1120-POL	22
Form 1041 (trust)	05	Form 1120-REIT	23
Form 1041-N	06	Form 1120-RIC	24
Form 1041-QFT	07	Form 1120S	25
Form 1042	08	Form 1120-SF	26
Form 1065	09	Form 3520-A	27
Form 1065-B	10	Form 8512	28
Form 1066	11	Form 8513	29
Form 1120	12	Form 8725	30
Form 1120-C	34	Form 8804	31
Form 1120-F	15	Form 8831	32
Form 1120-FSC	16	Form 8876	33
Form 1120-H	17	Form 8924	35
Form 1120-L	18	Form 8928	36

Part II All Filers Must Complete This Part

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ▶
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ▶
If checked, attach a statement listing the name, address, and employer identification number (EIN) for each member covered by this application.
- 4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ▶

5a The application is for calendar year **2017**, or tax year beginning _____, and ending _____

b **Short tax year.** If this tax year is less than 12 months, check the reason: Initial return Final return
 Change in accounting period Consolidated return to be filed Other (see instructions—attach explanation)

6 Tentative total tax	6	0
7 Total payments and credits (see instructions)	7	
8 Balance due. Subtract line 7 from line 6 (see instructions)	8	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

U.S. Return of Partnership Income

For calendar year 2016, or tax year beginning _____, ending _____

OMB No. 1545-0123

2016

Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity INVESTMENT	Type or Print	Name of partnership HEROIC INVESTORS LLC	D Employer identification number 80-0951272
		Number, street, and room or suite no. If a P.O. box, see the instructions. 15 FOREST LANE	E Date business started 09/24/2013
		City or town, state or province, country, and ZIP or foreign postal code SOUTH BARRINGTON IL 60010	F Total assets (see the instructions) \$ 486,258
B Principal product or service FINANCE			
C Business code number 525990			

- G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination - also check (1) or (2)
- H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) _____
- I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year **2**
- J Check if Schedules C and M-3 are attached

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Gross receipts or sales	1a		
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a			1c
	2 Cost of goods sold (attach Form 1125-A)			2
	3 Gross profit. Subtract line 2 from line 1c			3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		SEE STATEMENT 1	4 -15,179
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6
7 Other income (loss) (attach statement)			7	
8 Total income (loss). Combine lines 3 through 7			8 -15,179	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9
	10 Guaranteed payments to partners			10
	11 Repairs and maintenance			11
	12 Bad debts			12
	13 Rent			13
	14 Taxes and licenses			14 250
	15 Interest		SEE STATEMENT 2	15 12,313
	16a Depreciation (if required, attach Form 4562)	16a	794	
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b	794	16c 0
	17 Depletion (Do not deduct oil and gas depletion.)			17
	18 Retirement plans, etc.			18
	19 Employee benefit programs			19
	20 Other deductions (attach statement)		SEE STATEMENT 3	20 3,171
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			21 15,734
22 Ordinary business income (loss). Subtract line 21 from line 8			22 -30,913	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager: *D. Piorek* Date: 9/13/17

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name DONALD PIOREK, EA	Preparer's signature <i>D. Piorek</i>	Date 09/08/17	Check <input type="checkbox"/> if self-employed	PTIN P00038612
	Firm's name ACCOUNTAX BUSINESS SERVICES, INC.	Firm's EIN 36-4341830	Firm's address 125 E LAKE ST, STE 201 BLOOMINGDALE, IL 60108	Phone no. 630-351-0500	

For Paperwork Reduction Act Notice, see separate instructions.

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:	Yes	No
a <input type="checkbox"/> Domestic general partnership		
b <input type="checkbox"/> Domestic limited partnership		
c <input checked="" type="checkbox"/> Domestic limited liability company		
d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership		
f <input type="checkbox"/> Other ▶		

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?		X
---	--	----------

3 At the end of the tax year:		
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership	X	
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership		X

4 At the end of the tax year, did the partnership:		
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X
--	--	----------

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
SEE STATEMENT 4				

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
---	--	----------

6 Does the partnership satisfy all four of the following conditions?		
a The partnership's total receipts for the tax year were less than \$250,000.		
b The partnership's total assets at the end of the tax year were less than \$1 million.		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d The partnership is not filing and is not required to file Schedule M-3		X
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
---	--	----------

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
---	--	----------

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
---	--	----------

10 At any time during calendar year 2016, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶		X
--	--	----------

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2016 that would require you to file Form(s) 1099? See instructions		X
b If "Yes," did you or will you file required Form(s) 1099?		
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶ 0		
20 Enter the number of partners that are foreign governments under section 892. ▶ 0		
21 During the partnership's tax year, did the partnership make any payments that would require it to file Form 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		
22 Was the partnership a specified domestic entity required to file Form 8938 for the tax year (See the Instructions for Form 8938)?		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	▶ CATWILMAT LLC	Identifying number of TMP	▶ 26-2902902
If the TMP is an entity, name of TMP representative	▶ MONA NAVITSKY	Phone number of TMP	▶ 312-543-1250
Address of designated TMP	▶ 15 FOREST LANE SOUTH BARRINGTON IL 60010		

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-30,913
	2 Net rental real estate income (loss) (attach Form 8825)	2	-6,818
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	50,000	
b Collectibles (28%) gain (loss)	9b		
c Unrecaptured section 1250 gain (attach statement)	9c		
10 Net section 1231 gain (loss) (attach Form 4797)	10		
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)	
d Other deductions (see instructions) Type ▶	13d		
Self-Employment	14a Net earnings (loss) from self-employment	14a	-30,913
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	225,908
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level Foreign gross income sourced at partnership level	16c	
	d Passive category ▶ e General category ▶ f Other ▶ Deductions allocated and apportioned at partner level	16f	
	g Interest expense ▶ h Other ▶ Deductions allocated and apportioned at partnership level to foreign source income	16h	
	i Passive category ▶ j General category ▶ k Other ▶	16k	
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
	m Reduction in taxes available for credit (attach statement)	16m	
	n Other foreign tax information (attach statement)		
	Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
b Adjusted gain or loss		17b	
c Depletion (other than oil and gas)		17c	
d Oil, gas, and geothermal properties – gross income		17d	
e Oil, gas, and geothermal properties – deductions		17e	
f Other AMT items (attach statement)		17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	
	19a Distributions of cash and marketable securities	19a	
	b Distributions of other property	19b	
	20a Investment income	20a	
b Investment expenses	20b		
c Other items and amounts (attach statement)			

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l	1	12,269
2	Analysis by partner type:		
	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)
	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners		12,269
b	Limited partners		

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		5,418		21,977
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement) SEE STMT 5		4,288		
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement) SEE STMT 6		330,000		246,341
9a	Buildings and other depreciable assets	148,596		148,596	
b	Less accumulated depreciation	1,429	147,167	2,223	146,373
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		37,116		71,567
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets		523,989		486,258
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more		300,000		250,000
20	Other liabilities (attach statement)				
21	Partners' capital accounts		223,989		236,258
22	Total liabilities and capital		523,989		486,258

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	12,269	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedules K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation \$	
a	Depreciation \$		8	Add lines 6 and 7	
b	Travel and entertainment \$		9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	12,269
5	Add lines 1 through 4	12,269			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	223,989	6	Distributions: a Cash	
2	Capital contributed: a Cash		b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	12,269	8	Add lines 6 and 7	
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	236,258
5	Add lines 1 through 4	236,258			

**Rental Real Estate Income and Expenses of a
 Partnership or an S Corporation**

OMB No. 1545-1185

▶ See instructions on back.
 ▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name **HEROIC INVESTORS LLC** Employer identification number **80-0951272**

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	CHICAGO HEIGHTS GROUP 1722-1748 RIDGE ROAD HOMEWOOD IL 60430	4 COMMERCIAL	365	
B				
C				
D				

		Properties			
		A	B	C	D
2	Rental Real Estate Income				
2	Gross rents				
Rental Real Estate Expenses					
3	Advertising				
4	Auto and travel				
5	Cleaning and maintenance	300			
6	Commissions				
7	Insurance	1,437			
8	Legal and other professional fees	1,031			
9	Interest				
10	Repairs				
11	Taxes	250			
12	Utilities	2,928			
13	Wages and salaries				
14	Depreciation (see instructions)	794			
15	Other (list) ▶ SEE STATEMENT 7	78			
16	Total expenses for each property. Add lines 3 through 15	6,818			
17	Income or (Loss) from each property. Subtract line 16 from line 2	-6,818			

18a	Total gross rents. Add gross rents from line 2, columns A through H	18a	
b	Total expenses. Add total expenses from line 16, columns A through H	18b	6,818
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19	
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a	
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:		
	(1) Name	(2) Employer identification number	
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4	21	-6,818

**SCHEDULE B-1
(Form 1065)**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

HEROIC INVESTORS LLC

Employer identification number (EIN)

80-0951272

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CATWILMAT LLC	26-2902902	PARTNERSHIP	UNITED STATES	50.000000
MGD INVESTMENTS LLC	46-3458454	PARTNERSHIP	UNITED STATES	50.000000

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

**SCHEDULE D
(Form 1065)**

Capital Gains and Losses

OMB No. 1545-0123

2016

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1065 or Form 8865.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.
▶ Information about Schedule D (Form 1065) and its separate instructions is at www.irs.gov/form1065.

Name of partnership

Employer identification number

HEROIC INVESTORS LLC

80-0951272

Part I Short-Term Capital Gains and Losses — Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term capital gain from installment sales from Form 6252, line 26 or 37				4
5 Short-term capital gain or (loss) from like-kind exchanges from Form 8824				5
6 Partnership's share of net short-term capital gain (loss), including specially allocated short-term capital gains (losses), from other partnerships, estates, and trusts				6
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). Enter here and on Form 1065, Schedule K, line 8 or 11; or Form 8865, Schedule K, line 8 or 11				7

Part II Long-Term Capital Gains and Losses — Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go line 8b	400,000	350,000		50,000
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Long-term capital gain from installment sales from Form 6252, line 26 or 37				11
12 Long-term capital gain or (loss) from like-kind exchanges from Form 8824				12
13 Partnership's share of net long-term capital gain (loss), including specially allocated long-term capital gains (losses), from other partnerships, estates, and trusts				13
14 Capital gain distributions (see instructions)				14
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Enter here and on Form 1065, Schedule K, line 9a or 11; or Form 8865, Schedule K, line 9a or 11				15 50,000

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule D (Form 1065) 2016

PARTNER# 1

651113

OMB No. 1545-0123

Schedule K-1 (Form 1065)

2016

Final K-1 Amended K-1

Department of the Treasury Internal Revenue Service

For calendar year 2016, or tax year beginning ending

Partner's Share of Income, Deductions, Credits, etc. See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number 80-0951272
B Partnership's name, address, city, state, and ZIP code HEROIC INVESTORS LLC 15 FOREST LANE SOUTH BARRINGTON IL 60010
C IRS Center where partnership filed return CINCINNATI, OH 45999-0011
D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number 26-2902902
F Partner's name, address, city, state, and ZIP code CATWILMAT LLC 15 FOREST LANE SOUTH BARRINGTON IL 60010
G General partner or LLC member-manager Limited partner or other LLC member
H Domestic partner Foreign partner
I1 What type of entity is this partner? PARTNERSHIP
I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here
J Partner's share of profit, loss, and capital (see instructions):
Beginning Ending
Profit 50.000000% 50.000000%
Loss 50.000000% 50.000000%
Capital 50.000000% 50.000000%
K Partner's share of liabilities at year end:
Nonrecourse
Qualified nonrecourse financing
Recourse 126,231

L Partner's capital account analysis:
Beginning capital account 111,996
Capital contributed during the year
Current year increase (decrease) 6,135
Withdrawals & distributions
Ending capital account 118,131
Tax basis GAAP Section 704(b) book Other (explain)
M Did the partner contribute property with a built-in gain or loss? Yes No

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 4 columns: Line number, Description, Amount, and Other information. Rows include Ordinary business income (loss) -15,456, Net rental real estate income (loss) -3,409, Net long-term capital gain (loss) 25,000, Self-employment earnings (loss) -15,456, and Total 112,954.

*See attached statement for additional information. For IRS Use Only

Schedule K-1 (Form 1065)

2016

Final K-1 Amended K-1

OMB No. 1545-0123

Department of the Treasury Internal Revenue Service

For calendar year 2016, or tax year beginning ending

Partner's Share of Income, Deductions, Credits, etc. See back of form and separate instructions.

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 4 columns: Line number, Description, Amount, and Other information. Includes rows for Ordinary business income, Net rental real estate income, Other net rental income, Guaranteed payments, Interest income, Net long-term capital gain, Net section 1231 gain, Other income, Section 179 deduction, Other deductions, Self-employment earnings, and Total (C).

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

Form section for Part I: Partnership's employer identification number (80-0951272), name (HEROIC INVESTORS LLC), address (15 FOREST LANE, SOUTH BARRINGTON, IL 60010), and IRS Center (CINCINNATI, OH 45999-0011).

Part II Information About the Partner

Form section for Part II: Partner's identifying number (46-3458454), name (MGD INVESTMENTS LLC), and address (27 FOREST LANE, SOUTH BARRINGTON, IL 60010).

Form section for G and H: General partner or LLC member-manager (checked), Domestic partner (checked).

Form section for I1: What type of entity is this partner? PARTNERSHIP

Form section for I2: If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

Table for J: Partner's share of profit, loss, and capital. Shows beginning and ending percentages for Profit, Loss, and Capital.

Form section for K: Partner's share of liabilities at year end. Shows Nonrecourse, Qualified nonrecourse financing, and Recourse amounts.

Form section for L: Partner's capital account analysis. Shows Beginning capital account, Capital contributed, Current year increase, Withdrawals & distributions, and Ending capital account.

Form section for tax basis: Tax basis (checked), GAAP, Section 704(b) book, Other (explain).

Form section for M: Did the partner contribute property with a built-in gain or loss? No (checked).

Statement 1 - Form 1065, Page 1, Line 4 - Ordinary Income (Loss) from Other Entities

<u>Name of Entity</u>	<u>Activity</u>	<u>EIN</u>	<u>Amount</u>
HEROIC FITNESS LLC 2626 N SUTTON ROAD HOFFMAN ESTATES, IL 60192		46-3401358	\$ -15,179
TOTAL			<u>\$ -15,179</u>

Federal Statements**Statement 2 - Form 1065, Page 1, Line 15 - Interest**

<u>Description</u>	<u>Amount</u>
BARRINGTON BANK AND TRUST	\$ <u>12,313</u>
TOTAL	\$ <u>12,313</u>

Statement 3 - Form 1065, Page 1, Line 20 - Other Deductions

<u>Description</u>	<u>Amount</u>
BANK SERVICE CHARGES	\$ 11
PROFESSIONAL FEES	1,997
INSURANCE	<u>1,163</u>
TOTAL	\$ <u>3,171</u>

Federal Statements

Statement 4 - Form 1065, Schedule B, Line 4b - Ownership of Partnerships or Trusts

<u>Name of Entity</u>	<u>Identification Number</u>	<u>Type of Entity</u>	<u>Country of Organization</u>	<u>Maximum Percent Owned</u>
GUN LAKE VENTURE LLC	47-3925585	PARTNERSHIP	UNITED STATES	25.000000

Federal Statements

Statement 5 - Form 1065, Schedule L, Line 6 - Other Current Assets

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
HOMWOOD ESCROW	\$ 4,288	\$
TOTAL	<u>\$ 4,288</u>	<u>\$ 0</u>

Statement 6 - Form 1065, Schedule L, Line 8 - Other Investments

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
TRAPP INVESTMENTS	\$ 5,000	\$
GUN LAKE VENTURE LLC	175,000	
CREEKSIDE VENTURE INVESTORS L	150,000	147,000
OAK PARK VENTURE		50,000
CHICAGO HGT GROUP		34,100
HEROIC FITNESS LLC		15,241
TOTAL	<u>\$ 330,000</u>	<u>\$ 246,341</u>

Statement 7 - CHICAGO HEIGHTS GROUP - Form 8825, Line 15 - Other

<u>Description</u>	<u>Amount</u>
DISPOSAL	\$ 78
TOTAL	<u>\$ 78</u>

U.S. Return of Partnership Income

For calendar year 2015, or tax year beginning

ending

2015

Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity	Type or Print	Name of partnership HEROIC INVESTORS LLC	D Employer identification number 80-0951272
INVESTMENT		Number, street, and room or suite no. If a P.O. box, see the instructions 15 FOREST LANE	E Date business started 09/24/2013
B Principal product or service FINANCE		City or town, state or province, country, and ZIP or foreign postal code SOUTH BARRINGTON IL 60010	F Total assets (see the instructions) \$ 373,989
C Business code number 525990			

- G** Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination - also check (1) or (2)
- H** Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶
- I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2**
- J** Check if Schedules C and M-3 are attached

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a	Gross receipts or sales		
	1b	Returns and allowances		
		1c	Balance. Subtract line 1b from line 1a	
	2	Cost of goods sold (attach Form 1125-A)		
	3	Gross profit. Subtract line 2 from line 1c		
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	SEE STATEMENT 1	-113,185
	5	Net farm profit (loss) (attach Schedule F (Form 1040))		
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		
7	Other income (loss) (attach statement)			
8	Total income (loss). Combine lines 3 through 7		-113,185	
Deductions <small>(see the instructions for limitations)</small>	9	Salaries and wages (other than to partners) (less employment credits)		
	10	Guaranteed payments to partners		
	11	Repairs and maintenance		
	12	Bad debts		
	13	Rent		
	14	Taxes and licenses		
	15	Interest	SEE STATEMENT 2	7,369
	16a	Depreciation (if required, attach Form 4562)	1,429	
	16b	Less depreciation reported on Form 1125-A and elsewhere on return	1,429	
	16c			0
	17	Depletion (Do not deduct oil and gas depletion.)		
	18	Retirement plans, etc.		
	19	Employee benefit programs		
	20	Other deductions (attach statement)	SEE STATEMENT 3	833
	21	Total deductions. Add the amounts shown in the far right column for lines 9 through 20		8,202
22	Ordinary business income (loss). Subtract line 21 from line 8		-121,387	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager _____ Date _____

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid	Print/Type preparer's name DONALD PIOREK, EA	Preparer's signature <i>Donald Piorek</i>	Date 08/31/16	Check <input type="checkbox"/> if self-employed	PTIN P00038612
Preparer Use Only	Firm's name ▶ ACCOUNTAX BUSINESS SERVICES, INC.	Firm's EIN ▶ 36-4341830			
	Firm's address ▶ 125 E LAKE ST, STE 201 BLOOMINGDALE, IL 60108	Phone no. 630-351-0500			

For Paperwork Reduction Act Notice, see separate instructions.

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:		Yes	No	
a <input type="checkbox"/> Domestic general partnership	b <input type="checkbox"/> Domestic limited partnership			
c <input checked="" type="checkbox"/> Domestic limited liability company	d <input type="checkbox"/> Domestic limited liability partnership			
e <input type="checkbox"/> Foreign partnership	f <input type="checkbox"/> Other ▶			
2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?			X	
3 At the end of the tax year:				
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership		X		
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership			X	
4 At the end of the tax year, did the partnership:				
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below			X	
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock	
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X		
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
SEE STATEMENT 4				
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details			X	
6 Does the partnership satisfy all four of the following conditions?				
a The partnership's total receipts for the tax year were less than \$250,000.				
b The partnership's total assets at the end of the tax year were less than \$1 million.				
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.				
d The partnership is not filing and is not required to file Schedule M-3		X		
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.				
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?			X	
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?			X	
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?			X	
10 At any time during calendar year 2015, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶			X	

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-121,387
	2 Net rental real estate income (loss) (attach Form 8825)	2	3,829
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
	b Collectibles (28%) gain (loss)	9b	
	c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10		
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)	
	d Other deductions (see instructions) Type ▶	13d	
Self-Employment	14a Net earnings (loss) from self-employment	14a	-20,030
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category ▶ e General category ▶ f Other ▶	16f	
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶ h Other ▶	16h	
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive category ▶ j General category ▶ k Other ▶	16k	
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a	
	b Adjusted gain or loss	17b	
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties – gross income	17d	
	e Oil, gas, and geothermal properties – deductions	17e	
	f Other AMT items (attach statement)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	
	19a Distributions of cash and marketable securities	19a	
	b Distributions of other property	19b	
	20a Investment income	20a	
	b Investment expenses	20b	
c Other items and amounts (attach statement)			

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i	1	-117,558				
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners				-117,558		
b	Limited partners						

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash				5,418
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement) SEE STMT 6				4,288
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement) SEE STMT 7				180,000
9a	Buildings and other depreciable assets			148,596	
b	Less accumulated depreciation			1,429	147,167
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				37,116
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets				373,989
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)		90,754		
b	Mortgages, notes, bonds payable in 1 year or more				300,000
20	Other liabilities (attach statement)				
21	Partners' capital accounts		-90,754		73,989
22	Total liabilities and capital		0		373,989

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	-117,558	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16i, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize):		a	Depreciation \$	
a	Depreciation \$		8	Add lines 6 and 7	
b	Travel and entertainment \$		9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-117,558
5	Add lines 1 through 4	-117,558			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	-90,754	6	Distributions: a Cash	
2	Capital contributed: a Cash	282,301	b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	-117,558	8	Add lines 6 and 7	
4	Other increases (itemize)		9	Balance at end of year. Subtract line 8 from line 5	73,989
5	Add lines 1 through 4	73,989			

**Rental Real Estate Income and Expenses of a
Partnership or an S Corporation**

OMB No 1545-1186

▶ See instructions on back.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name **HEROIC INVESTORS LLC** Employer identification number **80-0951272**

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	CHICAGO HEIGHTS GROUP 1722-1748 RIDGE ROAD HOMewood IL 60430	4 COMMERCIAL	365	
B				
C				
D				

	Properties			
	A	B	C	D
2 Rental Real Estate Income				
2 Gross rents	8,100			
3 Rental Real Estate Expenses				
3 Advertising				
4 Auto and travel				
5 Cleaning and maintenance				
6 Commissions				
7 Insurance				
8 Legal and other professional fees	4,125			
9 Interest				
10 Repairs				
11 Taxes				
12 Utilities	301			
13 Wages and salaries				
14 Depreciation (see instructions)	1,429			
15 Other (list) ▶ SEE STATEMENT 9	501			
16 Total expenses for each property. Add lines 3 through 15	6,356			
17 Income or (Loss) from each property. Subtract line 16 from line 2	1,744			

18a Total gross rents. Add gross rents from line 2, columns A through H	18a	8,100
b Total expenses. Add total expenses from line 16, columns A through H	18b	6,356
19 Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19	
20a Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a	2,085
b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed: (1) Name GUN LAKE VENTURE LLC (2) Employer identification number 47-3925585		
21 Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4	21	3,829

**SCHEDULE B-1
(Form 1065)**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

HEROIC INVESTORS LLC

Employer identification number (EIN)

80-0951272

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CATWILMAT LLC	26-2902902	PARTNERSHIP	UNITED STATES	50.000000
MGD INVESTMENTS LLC	46-3458454	PARTNERSHIP	UNITED STATES	50.000000

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

PARTNER# 1
Schedule K-1
(Form 1065)

2015

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.** See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
80-0951272

B Partnership's name, address, city, state and ZIP code
HEROIC INVESTORS LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

C IRS Center where partnership filed return
CINCINNATI, OH 45999-0011

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
26-2902902

F Partner's name, address, city, state, and ZIP code
CATWILMAT LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **PARTNERSHIP**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions)

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	50.000000 %	50.000000 %

K Partner's share of liabilities at year end

Nonrecourse	\$ _____
Qualified nonrecourse financing	\$ _____
Recourse	\$ 150,000

L Partner's capital account analysis

Beginning capital account	\$ -45,376
Capital contributed during the year	\$ 141,151
Current year increase (decrease)	\$ -58,778
Withdrawals & distributions	\$ { _____ }
Ending capital account	\$ 36,997

Tax basis GAAP Section 704(b) book
 Other (explain)

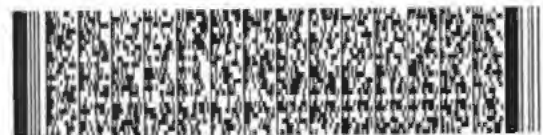
M Did the partner contribute property with a built-in gain or loss?
 Yes No
 If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) -60,693	15	Credits
2	Net rental real estate income (loss) 1,915		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction		
13	Other deductions		
		20	Other information
		Z*	STMT
14	Self-employment earnings (loss) A -10,015		

*See attached statement for additional information.

For IRS Use Only



PARTNER# 2
Schedule K-1
(Form 1065)

2015

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

651113
 OMB No. 1545-0123

**Partner's Share of Income, Deductions,
 Credits, etc.** See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
80-0951272

B Partnership's name, address, city, state, and ZIP code
HEROIC INVESTORS LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

C IRS Center where partnership filed return
CINCINNATI, OH 45999-0011

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
46-3458454

F Partner's name, address, city, state, and ZIP code
MGD INVESTMENTS LLC
27 FOREST LANE
SOUTH BARRINGTON IL 60010

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? **PARTNERSHIP**

J If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	50.000000 %	50.000000 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____
 Qualified nonrecourse financing \$ _____
 Recourse \$ **150,000**

L Partner's capital account analysis:

Beginning capital account	\$	-45,378
Capital contributed during the year	\$	141,150
Current year increase (decrease)	\$	-58,780
Withdrawals & distributions	\$	_____
Ending capital account	\$	36,992

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
 If "Yes," attach statement (see instructions)

Final K-1 Amended K-1

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-60,694		
2	Net rental real estate income (loss)		
*	1,914		
3	Other net rental income (loss)	18	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction		
13	Other deductions		
14	Self-employment earnings (loss)		
A	-10,015		
		19	Distributions
		20	Other information
		Z*	STMT

*See attached statement for additional information.

For IRS Use Only



Depreciation and Amortization
(Including Information on Listed Property)

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.
▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Name(s) shown on return

HEROIC INVESTORS LLC

Identifying number

80-0951272

Business or activity to which this form relates

CHICAGO HEIGHTS GROUP

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2014 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2016. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2015	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2015 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property	08/21/15	148,596	39 yrs.	MM	S/L	1,429
				MM	S/L	

Section C—Assets Placed in Service During 2015 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	1,429
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

PARTNER# 1

Partner's Schedule K-1 Activity Worksheet

Schedule K-1

2015

For calendar year 2015, or tax year beginning, and ending

Partnership Name HEROIC INVESTORS LLC Employer Identification Number 80-0951272

Partner's Name CATWILMAT LLC Taxpayer Identification Number 26-2902902

Table with columns: Activity Description, Activity Disposed, Schedule K-1 Passthrough (EIN, Entity Type, PTP). Row C: HEROIC FITNESS LLC, 46-3401358, PARTNERSHIP.

Table with columns: Schedule K-1 Box Code, Description, A, B, C. Rows 1: ORDINARY BUSINESS INCOME (LOSS) -4,101 -56,592; 2: NET RENTAL REAL ESTATE INCOME (LOSS) 872; 14 A: NET EARNINGS (LOSS) FROM SELF-EMPLOYMENT -5,914.

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

PARTNER# 1

Partner's Schedule K-1 Activity Worksheet

Schedule K-1

2015

For calendar year 2015, or tax year beginning and ending

Partnership Name HEROIC INVESTORS LLC Employer Identification Number 80-0951272

Partner's Name CATWILMAT LLC Taxpayer Identification Number 26-2902902

Table with columns: Activity Description, Activity Disposed, Schedule K-1 Passthrough (EIN, Entity Type, PTP). Rows include GUN LAKE VENTURE LLC and MISC AMOUNTS.

Table with columns: Schedule K-1 Box Code, Description, A, B, C. Rows include RECOURSE LIABILITIES - AT RISK, ORDINARY BUSINESS INCOME (LOSS), NET RENTAL REAL ESTATE INCOME (LOSS), and NET EARNINGS (LOSS) FROM SELF-EMPLOYMENT.

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

Partner's Schedule K-1 Activity Worksheet

Schedule **K-1**

2015

For calendar year 2015, or tax year beginning , and ending

Partnership Name HEROIC INVESTORS LLC	Employer Identification Number 80-0951272
Partner's Name MGD INVESTMENTS LLC	Taxpayer Identification Number 46-3458454

Activity Description	Activity Disposed	Schedule K-1 Passthrough		
		EIN	Entity Type	PTP
A PAGE 1 AMOUNTS				
B CHICAGO HEIGHTS GROUP				
C HEROIC FITNESS LLC		46-3401358	PARTNERSHIP	

Schedule K-1		A	B	C
Box Code	Description			
K	RECOURSE LIABILITIES - AT RISK			
1	ORDINARY BUSINESS INCOME (LOSS)	-4,101		-56,593
2	NET RENTAL REAL ESTATE INCOME (LOSS)		872	
14 A	NET EARNINGS (LOSS) FROM SELF-EMPLOYMENT			-5,914

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

Partner's Schedule K-1 Activity Worksheet

Schedule **K-1**

2015

For calendar year 2015, or tax year beginning , and ending

Partnership Name
HEROIC INVESTORS LLC Employer Identification Number
80-0951272

Partner's Name
MGD INVESTMENTS LLC Taxpayer Identification Number
46-3458454

Activity Description	Activity Disposed	Schedule K-1 Passthrough		
		EIN	Entity Type	PTP
A GUN LAKE VENTURE LLC		47-3925585	PARTNERSHIP	
B MISC AMOUNTS				
C				

Schedule K-1 Box Code	Description	A	B	C
K	RECOURSE LIABILITIES - AT RISK		150,000	
1	ORDINARY BUSINESS INCOME (LOSS)			
2	NET RENTAL REAL ESTATE INCOME (LOSS)	1,042		
14 A	NET EARNINGS (LOSS) FROM SELF-EMPLOYMENT		-4,101	

Federal Statements

Statement 1 - Form 1065, Page 1, Line 4 - Ordinary Income (Loss) from Other Entities

<u>Name of Entity</u>	<u>Activity</u>	<u>EIN</u>	<u>Amount</u>
HEROIC FITNESS LLC 2626 N SUTTON ROAD HOFFMAN ESTATES, IL 60192		46-3401358	\$ -113,185
TOTAL			\$ <u>-113,185</u>

Federal Statements

Statement 2 - Form 1065, Page 1, Line 15 - Interest

<u>Description</u>	<u>Amount</u>
BARRINGTON BANK AND TRUST	\$ 7,369
TOTAL	\$ 7,369

Statement 3 - Form 1065, Page 1, Line 20 - Other Deductions

<u>Description</u>	<u>Amount</u>
BANK SERVICE CHARGES	\$ 417
PROFESSIONAL FEES	416
TOTAL	\$ 833

Federal Statements**Statement 4 - Form 1065, Schedule B, Line 4b - Ownership of Partnerships or Trusts**

<u>Name of Entity</u>	<u>Identification Number</u>	<u>Type of Entity</u>	<u>Country of Organization</u>	<u>Maximum Percent Owned</u>
HEROIC FITNESS LLC	46-3401358	PARTNERSHIP	UNITED STATES	60.000000
GUN LAKE VENTURE LLC	47-3925585	PARTNERSHIP	UNITED STATES	25.000000

Federal Statements

Description

Amount

\$

\$

Statement 6 - Form 1065, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
HOMEWOOD ESCROW	\$	\$ 4,288
TOTAL	\$ 0	\$ 4,288

Statement 7 - Form 1065, Schedule L, Line 8 - Other Investments

Description	Beginning of Year	End of Year
TRAPP INVESTMENTS	\$	\$ 5,000
GUN LAKE VENTURE LLC		175,000
TOTAL	\$ 0	\$ 180,000

Description

Amount

\$

\$

Statement 9 - CHICAGO HEIGHTS GROUP - Form 8825, Line 15 - Other

<u>Description</u>	<u>Amount</u>
DISPOSAL	\$ 501
TOTAL	\$ 501

80-0951272

Federal Statements

CATWILMAT LLC

26-2902902

Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)

<u>Description</u>	<u>Type</u>	<u>Amount</u>	<u>Disposed</u>
11985 MARSH RD, SHELBYVILLE, MI	5 - LAND	\$ 1,043	
CHICAGO HEIGHTS GROUP	COMMERCIAL	872	

Schedule K-1, Line 20Z - Additional Supplemental Information

<u>Description</u>	
ADDITIONAL ALTERNATIVE MINIMUM TAX INFORMATION:	
AMT TOTAL DEPRECIATION	715
ACE POST-1993 PROPERTY DEPRECIATION	715

80-0951272

Federal Statements
MGD INVESTMENTS LLC
46-3458454

Schedule K-1, Line 2 - Net Rental Real Estate Income (Loss)

<u>Description</u>	<u>Type</u>	<u>Amount</u>	<u>Disposed</u>
11985 MARSH RD, SHELBYVILLE, MI CHICAGO HEIGHTS GROUP	5 - LAND COMMERCIAL	\$ 1,042 872	

Schedule K-1, Line 20Z - Additional Supplemental Information

<u>Description</u>	
ADDITIONAL ALTERNATIVE MINIMUM TAX INFORMATION:	
AMT TOTAL DEPRECIATION	714
ACE POST-1993 PROPERTY DEPRECIATION	714

Form **1065**

U.S. Return of Partnership Income

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax year beginning _____, ending _____

2015

► Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity	Type or Print	Name of partnership HEROIC FITNESS LLC	D Employer identification number 46-3401358
SERVICE		Number, street, and room or suite no. If a P.O. box, see the instructions 2626 N SUTTON ROAD	E Date business started 08/12/2013
B Principal product or service FITNESS CENT		City or town, state or province, country, and ZIP or foreign postal code HOFFMAN ESTATES IL 60192	F Total assets (see the instructions) \$ 190,199
C Business code number 812990			

- G** Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination - also check (1) or (2)
- H** Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ►
- I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ► **2**
- J** Check if Schedules C and M-3 are attached

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a	Gross receipts or sales	465,013	
	1b	Returns and allowances		
	1c	Balance. Subtract line 1b from line 1a		465,013
	2	Cost of goods sold (attach Form 1125-A)		24,277
	3	Gross profit. Subtract line 2 from line 1c		440,736
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		
	5	Net farm profit (loss) (attach Schedule F (Form 1040))		
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		
7	Other income (loss) (attach statement)			
8	Total income (loss). Combine lines 3 through 7			440,736
Deductions (see the instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)		167,862
	10	Guaranteed payments to partners		
	11	Repairs and maintenance		7,362
	12	Bad debts		
	13	Rent		123,556
	14	Taxes and licenses		17,220
	15	Interest		
	16a	Depreciation (if required, attach Form 4562)	14,913	
	16b	Less depreciation reported on Form 1125-A and elsewhere on return		14,913
	17	Depletion (Do not deduct oil and gas depletion.)		
	18	Retirement plans, etc.		
19	Employee benefit programs			
20	Other deductions (attach statement) SEE STATEMENT 1		223,638	
21	Total deductions. Add the amounts shown in the far right column for lines 9 through 20		554,551	
22	Ordinary business income (loss). Subtract line 21 from line 8		-113,815	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager: _____ Date: _____

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid	Print/Type preparer's name DONALD PIOREK, EA	Preparer's signature <i>Donald Piorek, EA</i>	Date 08/31/16	Check <input type="checkbox"/> if self-employed	PTIN P00038612
Preparer Use Only	Firm's name ► ACCOUNTAX BUSINESS SERVICES, INC.	Firm's EIN ► 36-4341830			
	Firm's address ► 125 E LAKE ST, STE 201 BLOOMINGDALE, IL 60108	Phone no 630-351-0500			

For Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2015)

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:		Yes	No
a <input type="checkbox"/> Domestic general partnership	b <input type="checkbox"/> Domestic limited partnership		
c <input checked="" type="checkbox"/> Domestic limited liability company	d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership	f <input type="checkbox"/> Other ▶		

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?	Yes	No
		X

3 At the end of the tax year:		Yes	No
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership		X	
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership			X

4 At the end of the tax year, did the partnership:		Yes	No
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below			X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		Yes	No
			X

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		Yes	No
			X

6 Does the partnership satisfy all four of the following conditions?		Yes	No
a The partnership's total receipts for the tax year were less than \$250,000.			
b The partnership's total assets at the end of the tax year were less than \$1 million.			
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.			
d The partnership is not filing and is not required to file Schedule M-3. If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		X	

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?	Yes	No
		X

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?	Yes	No
		X

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?	Yes	No
		X

10 At any time during calendar year 2015, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. ▶		Yes	No
			X

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(d) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ▶ <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return ▶		
18a Did you make any payments in 2015 that would require you to file Form(s) 1099? See instructions	X	
b If "Yes," did you or will you file required Form(s) 1099?	X	
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶ 0		
20 Enter the number of partners that are foreign governments under section 892 ▶ 0		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	▶ TRAPP INVESTMENTS, LLC	Identifying number of TMP	▶ 46-4671277
If the TMP is an entity, name of TMP representative	▶ MARK TRAPP	Phone number of TMP	▶
Address of designated TMP	▶ 1419 YELLOWSTONE DRIVE STREAMWOOD IL 60107		

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-113,815
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	b Collectibles (28%) gain (loss)	9b	
	c Unrecaptured section 1250 gain (attach statement)	9c	
	10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	0
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures:		
	(1) Type ▶ (2) Amount ▶	13c(2)	
d Other deductions (see instructions) Type ▶	13d		
Self-Employment	14a Net earnings (loss) from self-employment	14a	-113,815
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	440,736
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category ▶ e General category ▶ f Other ▶	16f	
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶ h Other ▶	16h	
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive category ▶ j General category ▶ k Other ▶	16k	
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) items	17a Post-1986 depreciation adjustment	17a	
	b Adjusted gain or loss	17b	
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties – gross income	17d	
	e Oil, gas, and geothermal properties – deductions	17e	
	f Other AMT items (attach statement)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	455
	19a Distributions of cash and marketable securities	19a	45,000
	b Distributions of other property	19b	
	20a Investment income	20a	
b Investment expenses	20b		
c Other items and amounts (attach statement)			

SEE STATEMENT 2

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l	1	-113,815				
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners				-113,815		
b	Limited partners						

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		12,426		7,696
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets	226,825		233,590	
b	Less accumulated depreciation	38,274	188,551	53,187	180,403
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)	3,938		3,938	
b	Less accumulated amortization	1,050	2,888	1,838	2,100
13	Other assets (attach statement)				
14	Total assets		203,865		190,199
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement) SEE STMT 3		16,157		261
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts		187,708		189,938
22	Total liabilities and capital		203,865		190,199

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	-114,270	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize)		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation \$	
a	Depreciation \$				
b	Travel and entertainment \$	455	8	Add lines 6 and 7	
5	Add lines 1 through 4	-113,815	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-113,815

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	187,708	6	Distributions: a Cash	45,000
2	Capital contributed: a Cash	161,500	b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	-114,270	8	Add lines 6 and 7	45,000
4	Other increases (itemize)		9	Balance at end of year. Subtract line 8 from line 5	189,938
5	Add lines 1 through 4	234,938			

Cost of Goods Sold

(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, 1065, or 1065-B.
▶ Information about Form 1125-A and its instructions is at www.irs.gov/form1125a.

OMB No 1545-2225

Name
HEROIC FITNESS LLC

Employer identification number
46-3401358

1	Inventory at beginning of year
2	Purchases
3	Cost of labor
4	Additional section 263A costs (attach schedule)
5	Other costs (attach schedule)
6	Total. Add lines 1 through 5
7	Inventory at end of year
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)

1	
2	24,277
3	
4	
5	
6	24,277
7	
8	24,277

- 9a Check all methods used for valuing closing inventory:
- (i) Cost
 - (ii) Lower of cost or market
 - (iii) Other (Specify method used and attach explanation.) ▶

- b Check if there was a writedown of subnormal goods ▶
- c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶
- d If the LIFO inventory method was used for this tax year, enter the amount of closing inventory computed under LIFO

9d	
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No

- e If property is produced or acquired for resale, do the rules of section 263A apply to the entity (see instructions)?
- f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation

**SCHEDULE B-1
(Form 1065)**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

HEROIC FITNESS LLC

Employer identification number (EIN)

46-3401358

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
HEROIC INVESTORS, LLC	80-0951272	PARTNERSHIP	UNITED STATES	100.00000

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

PARTNER# 1
Schedule K-1
(Form 1065)

2015

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

651113
 OMB No 1545-C123

Partner's Share of Income, Deductions, Credits, etc. See back of form and separate instructions.

Part I Information About the Partnership																
A Partnership's employer identification number	46-3401358															
B Partnership's name, address, city, state, and ZIP code	HEROIC FITNESS LLC 2626 N SUTTON ROAD HOFFMAN ESTATES IL 60192															
C IRS Center where partnership filed return	CINCINNATI, OH 45999-0011															
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)																
Part II Information About the Partner																
E Partner's identifying number	46-4671277															
F Partner's name, address, city, state, and ZIP code	TRAPP INVESTMENTS, LLC 1419 YELLOWSTONE DRIVE STREAMWOOD IL 60107															
G <input checked="" type="checkbox"/> General partner or LLC member-manager <input type="checkbox"/> Limited partner or other LLC member																
H <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner																
I What type of entity is this partner?	PARTNERSHIP															
J If this partner is a retirement plan (IRA/SEP/Keogh/etc), check here <input type="checkbox"/>																
J Partner's share of profit, loss, and capital (see instructions)	<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>40.000000 %</td> <td>40.000000 %</td> </tr> <tr> <td>Loss</td> <td>0.000000 %</td> <td>0.000000 %</td> </tr> <tr> <td>Capital</td> <td>0.000000 %</td> <td>0.000000 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	40.000000 %	40.000000 %	Loss	0.000000 %	0.000000 %	Capital	0.000000 %	0.000000 %			
	Beginning	Ending														
Profit	40.000000 %	40.000000 %														
Loss	0.000000 %	0.000000 %														
Capital	0.000000 %	0.000000 %														
K Partner's share of liabilities at year end	<table border="1"> <tbody> <tr> <td>Nonrecourse</td> <td>\$ _____</td> </tr> <tr> <td>Qualified nonrecourse financing</td> <td>\$ _____</td> </tr> <tr> <td>Recourse</td> <td>\$ _____</td> </tr> </tbody> </table>	Nonrecourse	\$ _____	Qualified nonrecourse financing	\$ _____	Recourse	\$ _____									
Nonrecourse	\$ _____															
Qualified nonrecourse financing	\$ _____															
Recourse	\$ _____															
L Partner's capital account analysis	<table border="1"> <tbody> <tr> <td>Beginning capital account</td> <td>\$ _____</td> <td>-101</td> </tr> <tr> <td>Capital contributed during the year</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Current year increase (decrease)</td> <td>\$ _____</td> <td>-182</td> </tr> <tr> <td>Withdrawals & distributions</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Ending capital account</td> <td>\$ _____</td> <td>-283</td> </tr> </tbody> </table>	Beginning capital account	\$ _____	-101	Capital contributed during the year	\$ _____		Current year increase (decrease)	\$ _____	-182	Withdrawals & distributions	\$ _____		Ending capital account	\$ _____	-283
Beginning capital account	\$ _____	-101														
Capital contributed during the year	\$ _____															
Current year increase (decrease)	\$ _____	-182														
Withdrawals & distributions	\$ _____															
Ending capital account	\$ _____	-283														
<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain)																
M Did the partner contribute property with a built-in gain or loss?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach statement (see instructions)															

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	16	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1201 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C*	182
12	Section 179 deduction		
13	Other deductions		
14	Self-employment earnings (loss)	C	176,294
19	Distributions		
20	Other information	Z*	STMT

*See attached statement for additional information.



For IRS Use Only

PARTNER# 2
Schedule K-1
(Form 1065)

2015

651113
 OMB No 1545-0123

Department of the Treasury
 Internal Revenue Service

For calendar year 2015, or tax
 year beginning _____
 ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.** ▶ See back of form and separate instructions.


Final K-1 Amended K-1

**Part III Partner's Share of Current Year Income,
 Deductions, Credits, and Other Items**

1	Ordinary business income (loss) -113,815	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C*	273
12	Section 179 deduction	A	45,000
13	Other deductions		
		Z*	STMT
14	Self-employment earnings (loss) A -113,815		
C	264,442		

*See attached statement for additional information.

For IRS Use Only



Part I Information About the Partnership

A Partnership's employer identification number
46-3401358

B Partnership's name, address, city, state, and ZIP code
HEROIC FITNESS LLC
2626 N SUTTON ROAD
HOFFMAN ESTATES IL 60192

C IRS Center where partnership filed return
CINCINNATI, OH 45999-0011

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
80-0951272

F Partner's name, address, city, state, and ZIP code
HEROIC INVESTORS, LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **PARTNERSHIP**

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	60.000000 %	60.000000 %
Loss	100.000000 %	100.000000 %
Capital	100.000000 %	100.000000 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ **261**

L Partner's capital account analysis:

Beginning capital account	\$	187,809
Capital contributed during the year	\$	161,500
Current year increase (decrease)	\$	-114,088
Withdrawals & distributions	\$	45,000
Ending capital account	\$	190,221

Tax basis GAAP Section 704(b) book
 Other (explain) _____

M Did the partner contribute property with a built-in gain or loss?
 Yes No
 If "Yes," attach statement (see instructions)

Depreciation and Amortization
(Including Information on Listed Property)

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.
▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Name(s) shown on return

HEROIC FITNESS LLC

Identifying number

46-3401358

Business or activity to which this form relates

REGULAR DEPRECIATION

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2014 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2016. Add lines 9 and 10, less line 12	▶ 13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	3,383
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2015	17	11,040
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	▶ <input type="checkbox"/>	

Section B—Assets Placed in Service During 2015 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property	136	5.0	HY	200DB	27
c	7-year property	3,246	7.0	HY	200DB	463
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property		25 yrs.		S/L	
h	Residential rental property		27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i	Nonresidential real property		39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2015 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	14,913
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?				Yes	No	24b If "Yes," is the evidence written?				Yes	No
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost			
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)								25			
26 Property used more than 50% in a qualified business use:											
		%									
		%									
27 Property used 50% or less in a qualified business use:											
		%				S/L-					
		%				S/L-					
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1								28			
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1									29		

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person, if you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year	
42 Amortization of costs that begins during your 2015 tax year (see instructions):						
43 Amortization of costs that began before your 2015 tax year					43	788
44 Total. Add amounts in column (f). See the instructions for where to report					44	788

PARTNER# 1

Partner's Schedule K-1 Activity Worksheet

Schedule **K-1**

2015

For calendar year 2015, or tax year beginning , and ending

Partnership Name
HEROIC FITNESS LLC

Employer Identification Number
46-3401358

Partner's Name
TRAPP INVESTMENTS, LLC

Taxpayer Identification Number
46-4671277

Activity Description	Activity Disposed	Schedule K-1 Passthrough		
		EIN	Entity Type	PTP
A MISC AMOUNTS				
B				
C				

Schedule K-1		Description	A	B	C
Box	Code				
14	C	GROSS NONFARM INCOME	176,294		
18	C	NONDEDUCTIBLE EXPENSES	182		

Partner's Schedule K-1 Activity Worksheet

Schedule **K-1**

2015

For calendar year 2015, or tax year beginning _____, and ending _____

Partnership Name
HEROIC FITNESS LLC

Employer Identification Number
46-3401358

Partner's Name
HEROIC INVESTORS, LLC

Taxpayer Identification Number
80-0951272

Activity Description	Activity Disposed	Schedule K-1 Passthrough		
		EIN	Entity Type	PTP
A PAGE 1 AMOUNTS				
B MISC AMOUNTS				
C				

Schedule K-1 Box Code	Description	A	B	C
K	RECOURSE LIABILITIES - AT RISK		261	
1	ORDINARY BUSINESS INCOME (LOSS)	-113,815		
14 A	NET EARNINGS (LOSS) FROM SELF-EMPLOYMENT		-113,815	
14 C	GROSS NONFARM INCOME		264,442	
18 C	NONDEDUCTIBLE EXPENSES		273	

Note: The amounts included on this worksheet are already included on Schedule K-1 and are provided for informational purposes only.

Federal Statements

Statement 1 - Form 1065, Page 1, Line 20 - Other Deductions

<u>Description</u>	<u>Amount</u>
ADVERTISING	\$ 37,049
BANK SERVICE CHARGES	235
CLEANING SERVICE	10,905
INSURANCE	5,099
LEASED EQUIPMENT	8,143
OFFICE SUPPLIES	3,386
OUTSIDE SERVICES	99,325
PROFESSIONAL FEES	2,173
PROMOTIONAL EVENTS	1,851
SOFTWARE USER FEES	18,708
STUDIO SUPPLIES	21,360
TRAINING EXPENSE	685
UTILITIES	13,476
MEALS AND ENTERTAIN (50%)	455
AMORTIZATION	788
TOTAL	\$ <u>223,638</u>

Statement 2 - Form 1065, Schedule K, Line 18c - Nondeductible Expenses

<u>Description</u>	<u>Amount</u>
NONDEDUCTIBLE MEALS AND ENTERTAINMENT	\$ 455
TOTAL	\$ <u>455</u>

Statement 3 - Form 1065, Schedule L, Line 17 - Other Current Liabilities

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
PAYROLL LIABILITIES	\$ 16,157	\$ 261
TOTAL	\$ <u>16,157</u>	\$ <u>261</u>

46-3401358

Federal Statements
TRAPP INVESTMENTS, LLC
46-4671277

Schedule K-1, Line 18 - Tax-Exempt Income and Nondeductible Expenses

<u>Code</u>	<u>Description</u>	<u>Amount</u>
C	NONDEDUCTIBLE MEALS AND ENTERTAINMENT	\$ 182

Schedule K-1, Line 20Z - Additional Supplemental Information

<u>Description</u>	
ADDITIONAL ALTERNATIVE MINIMUM TAX INFORMATION:	
AMT TOTAL DEPRECIATION	5,965
ACE POST-1993 PROPERTY DEPRECIATION	5,965

46-3401358

Federal Statements
HEROIC INVESTORS, LLC
80-0951272

Schedule K-1, Line 18 - Tax-Exempt Income and Nondeductible Expenses

<u>Code</u>	<u>Description</u>	<u>Amount</u>
C	NONDEDUCTIBLE MEALS AND ENTERTAINMENT	\$ 273

Schedule K-1, Line 20Z - Additional Supplemental Information

<u>Description</u>	
ADDITIONAL ALTERNATIVE MINIMUM TAX INFORMATION:	
AMT TOTAL DEPRECIATION	8,948
ACE POST-1993 PROPERTY DEPRECIATION	8,948

Form **7004**

(Rev. December 2012)

Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

◆ **File a separate application for each return.**

◆ **Information about Form 7004 and its separate instructions is at www.irs.gov/form7004.**

OMB No 1545-0233

Print
or
Type

Name	Identifying number
HEROIC INVESTORS LLC	80-0951272
Number, street, and room or suite no. (If P.O. box, see instructions.)	
15 FOREST LANE	
City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code))	
SOUTH BARRINGTON IL 60010	

Note. File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.

Part I Automatic 5-Month Extension

1a Enter the form code for the return that this application is for (see below) **09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension

b Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(F)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here

3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here

If checked, attach a statement, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here

5a The application is for calendar year 20 **15**, or tax year beginning _____, and ending _____

b Short tax year. If this tax year is less than 12 months, check the reason: Initial return Final return
 Change in accounting period Consolidated return to be filed Other (see instructions—attach explanation)

6 Tentative total tax 6 0

7 Total payments and credits (see instructions) 7

8 Balance due. Subtract line 7 from line 6 (see instructions) 8

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **7004** (Rev. 12-2012)

Form **7004**

(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0233

◆ File a separate application for each return.

◆ Information about Form 7004 and its separate instructions is at www.irs.gov/form7004.

Print
or
Type

Name	HEROIC FITNESS LLC	Identifying number	46-3401358
Number, street, and room or suite no. (if P.O. box, see instructions)	2626 N SUTTON ROAD		
City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code))	HOFFMAN ESTATES IL 60192		

Note. File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.

Part I Automatic 5-Month Extension

1a Enter the form code for the return that this application is for (see below) 09

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension

b Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here
If checked, attach a statement, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here

5a The application is for calendar year 20 **15**, or tax year beginning and ending

b Short tax year. If this tax year is less than 12 months, check the reason:
 Change in accounting period Consolidated return to be filed Initial return Final return Other (see instructions-attach explanation)

6 Tentative total tax	6	0
7 Total payments and credits (see instructions)	7	
8 Balance due. Subtract line 7 from line 6 (see instructions)	8	

For Privacy Act and Paperwork Reduction Act Notice, see separate Instructions.

Form **7004** (Rev. 12-2012)

Filing Instructions

HEROIC INVESTORS LLC

Form 1065 - U.S. Return of Partnership Income

Taxable Year Ended December 31, 2014

Date Due: September 15, 2015

Remittance: None is required.

Mail To: Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999-0011

Signature: The return should be signed and dated on page 1 by a limited liability company member.

Form **1065**

U.S. Return of Partnership Income

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or tax year beginning _____, ending _____

2014

Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity INVESTMENT	Type or Print	Name of partnership HEROIC INVESTORS LLC	D Employer identification number 80-0951272
B Principal product or service FINANCE		Number, street, and room or suite no. If a P.O. box, see the instructions. 15 FOREST LANE	E Date business started 09/24/2013
C Business code number 525990		City or town, state or province, country, and ZIP or foreign postal code SOUTH BARRINGTON IL 60010	F Total assets (see the instructions) \$

- G** Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination - also check (1) or (2)
- H** Check accounting method: (1) Cash (2) Accrual (3) Other (specify) _____
- I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year **2**
- J** Check if Schedules C and M-3 are attached

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Gross receipts or sales	1a		
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a			1c
	2 Cost of goods sold (attach Form 1125-A)			2
	3 Gross profit. Subtract line 2 from line 1c			3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	SEE STATEMENT 1		4 -190,889
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6
7 Other income (loss) (attach statement)			7	
8 Total income (loss). Combine lines 3 through 7			8 -190,889	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9
	10 Guaranteed payments to partners			10
	11 Repairs and maintenance			11
	12 Bad debts			12
	13 Rent			13
	14 Taxes and licenses			14
	15 Interest			15
	16a Depreciation (if required, attach Form 4562)	16a		
	b Less depreciation reported on Form 1125-A and elsewhere on return	16b		16c
	17 Depletion (Do not deduct oil and gas depletion.)			17
	18 Retirement plans, etc.			18
	19 Employee benefit programs			19
	20 Other deductions (attach statement)			20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			21
22 Ordinary business income (loss). Subtract line 21 from line 8			22 -190,889	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager _____ Date _____

May the RS discuss this return with the preparer shown below (see instructions)? Yes No

Paid	Print/Type preparer's name DONALD PIOREK, EA	Preparer's signature	Date 04/15/15	Check <input type="checkbox"/> if self-employed	PTIN P00038612
Preparer Use Only	Firm's name ACCOUNTAX BUSINESS SERVICES, INC.			Firm's EIN 36-4341830	
	Firm's address 125 E LAKE ST, STE 201 BLOOMINGDALE, IL 60108			Phone no. 630-351-0500	

For Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2014)

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:				Yes	No
a	<input type="checkbox"/>	Domestic general partnership	b	<input type="checkbox"/>	Domestic limited partnership
c	<input checked="" type="checkbox"/>	Domestic limited liability company	d	<input type="checkbox"/>	Domestic limited liability partnership
e	<input type="checkbox"/>	Foreign partnership	f	<input type="checkbox"/>	Other

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person? **X**

3 At the end of the tax year:
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership **X**

b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership **X**

4 At the end of the tax year, did the partnership:
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below **X**

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below **X**

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details **X**

6 Does the partnership satisfy all four of the following conditions?
a The partnership's total receipts for the tax year were less than \$250,000.
b The partnership's total assets at the end of the tax year were less than \$1 million.
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.
d The partnership is not filing and is not required to file Schedule M-3 **X**
 If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)? **X**

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? **X**

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? **X**

10 At any time during calendar year 2014, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country. **X**

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) ▶ <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership.		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return.		
18a Did you make any payments in 2014 that would require you to file Form(s) 1099? See instructions		X
b If "Yes," did you or will you file required Form(s) 1099?		
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. 0		
20 Enter the number of partners that are foreign governments under section 892. 0		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	Identifying number of TMP
If the TMP is an entity, name of TMP representative	Phone number of TMP
Address of designated TMP	

Schedule K Partners' Distributive Share Items		Total amount		
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-190,889	
	2 Net rental real estate income (loss) (attach Form 8825)	2		
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach statement)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a	3c		
	4 Guaranteed payments	4		
	5 Interest income	5		
	6 Dividends: a Ordinary dividends	6a		
	b Qualified dividends	6b		
	7 Royalties	7		
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8		
Deductions	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
	b Collectibles (28%) gain (loss)	9b		
	c Unrecaptured section 1250 gain (attach statement)	9c		
	10 Net section 1231 gain (loss) (attach Form 4797)	10		
	11 Other income (loss) (see instructions) Type	11		
	12 Section 179 deduction (attach Form 4562)	12		
	13a Contributions	SEE STATEMENT 2	1,490	
	b Investment interest expense	13b		
	c Section 59(e)(2) expenditures:			
	(1) Type	(2) Amount	13c(2)	
	d Other deductions (see instructions) Type	13d		
Self-Employment	14a Net earnings (loss) from self-employment	14a	-190,889	
	b Gross farming or fishing income	14b		
	c Gross nonfarm income	14c	133,261	
Credits	15a Low-income housing credit (section 42(j)(5))	15a		
	b Low-income housing credit (other)	15b		
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c		
	d Other rental real estate credits (see instructions) Type	15d		
	e Other rental credits (see instructions) Type	15e		
	f Other credits (see instructions) Type	15f		
Foreign Transactions	16a Name of country or U.S. possession			
	b Gross income from all sources	16b		
	c Gross income sourced at partner level	16c		
	Foreign gross income sourced at partnership level			
	d Passive category	e General category	f Other	16f
	Deductions allocated and apportioned at partner level			
	g Interest expense	h Other		16h
	Deductions allocated and apportioned at partnership level to foreign source income			
	i Passive category	j General category	k Other	16k
	l Total foreign taxes (check one): Paid <input type="checkbox"/> Accrued <input type="checkbox"/>			16l
m Reduction in taxes available for credit (attach statement)			16m	
n Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a		
	b Adjusted gain or loss	17b		
	c Depletion (other than oil and gas)	17c		
	d Oil, gas, and geothermal properties – gross income	17d		
	e Oil, gas, and geothermal properties – deductions	17e		
	f Other AMT items (attach statement)	17f		
Other Information	18a Tax-exempt interest income	18a		
	b Other tax-exempt income	18b		
	c Nondeductible expenses	SEE STATEMENT 3	42	
	19a Distributions of cash and marketable securities	19a		
	b Distributions of other property	19b		
	20a Investment income	20a		
b Investment expenses	20b			
c Other items and amounts (attach statement)				

Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l					1	-192,379
2	Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners				-192,379		
b	Limited partners						

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash				
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets				
b	Less accumulated depreciation				
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement)				
14	Total assets				
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach statement)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts				
22	Total liabilities and capital				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books		6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation \$	
a	Depreciation \$		8	Add lines 6 and 7	
b	Travel and entertainment \$		9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	
5	Add lines 1 through 4				

Schedule M-2 Analysis of Partners' Capital Accounts			
1	Balance at beginning of year	6	Distributions: a Cash
2	Capital contributed: a Cash	b	Property
	b Property	7	Other decreases (itemize):
3	Net income (loss) per books	8	Add lines 6 and 7
4	Other increases (itemize):	9	Balance at end of year. Subtract line 8 from line 5
5	Add lines 1 through 4		

**SCHEDULE B-1
(Form 1065)**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Information on Partners Owning 50% or
More of the Partnership**

Attach to Form 1065. See instructions on back.

OMB No. 1545-0099

Name of partnership

HEROIC INVESTORS LLC

Employer identification number (EIN)

80-0951272

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
CATWILMAT LLC	26-2902902	PARTNERSHIP	UNITED STATES	50.000000
MGD INVESTMENTS LLC	46-3458454	PARTNERSHIP	UNITED STATES	50.000000

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 12-2011)

PARTNER# 1
Schedule K-1
(Form 1065)

2014

Department of the Treasury
 Internal Revenue Service

For calendar year 2014, or tax
 year beginning _____
 ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.** See back of form and separate Instructions.

Final K-1 Amended K-1

651113
 OMB No. 1545-0123

Part I Information About the Partnership													
A	Partnership's employer identification number 80-0951272												
B	Partnership's name, address, city, state, and ZIP code HEROIC INVESTORS LLC 15 FOREST LANE SOUTH BARRINGTON IL 60010												
C	RS Center where partnership filed return CINCINNATI, OH 45999-0011												
D	<input type="checkbox"/> Check if this is a publicly traded partnership (PTP)												
Part II Information About the Partner													
E	Partner's identifying number 26-2902902												
F	Partner's name, address, city, state, and ZIP code CATWILMAT LLC 15 FOREST LANE SOUTH BARRINGTON IL 60010												
G	<input checked="" type="checkbox"/> General partner or LLC member-manager <input type="checkbox"/> Limited partner or other LLC member												
H	<input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner												
I1	What type of entity is this partner? PARTNERSHIP												
I2	If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here <input type="checkbox"/>												
J	Partner's share of profit, loss, and capital (see instructions):												
	<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Loss</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> <tr> <td>Capital</td> <td>50.000000 %</td> <td>50.000000 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	50.000000 %	50.000000 %	Loss	50.000000 %	50.000000 %	Capital	50.000000 %	50.000000 %
	Beginning	Ending											
Profit	50.000000 %	50.000000 %											
Loss	50.000000 %	50.000000 %											
Capital	50.000000 %	50.000000 %											
K	Partner's share of liabilities at year end:												
	<table border="1"> <tbody> <tr> <td>Nonrecourse</td> <td>\$ _____</td> </tr> <tr> <td>Qualified nonrecourse financing</td> <td>\$ _____</td> </tr> <tr> <td>Recourse</td> <td>\$ 8,079</td> </tr> </tbody> </table>	Nonrecourse	\$ _____	Qualified nonrecourse financing	\$ _____	Recourse	\$ 8,079						
Nonrecourse	\$ _____												
Qualified nonrecourse financing	\$ _____												
Recourse	\$ 8,079												
L	Partner's capital account analysis:												
	<table border="1"> <tbody> <tr> <td>Beginning capital account</td> <td>\$ 50,834</td> </tr> <tr> <td>Capital contributed during the year</td> <td>\$ _____</td> </tr> <tr> <td>Current year increase (decrease)</td> <td>\$ -96,210</td> </tr> <tr> <td>Withdrawals & distributions</td> <td>\$ (_____)</td> </tr> <tr> <td>Ending capital account</td> <td>\$ -45,376</td> </tr> </tbody> </table>	Beginning capital account	\$ 50,834	Capital contributed during the year	\$ _____	Current year increase (decrease)	\$ -96,210	Withdrawals & distributions	\$ (_____)	Ending capital account	\$ -45,376		
Beginning capital account	\$ 50,834												
Capital contributed during the year	\$ _____												
Current year increase (decrease)	\$ -96,210												
Withdrawals & distributions	\$ (_____)												
Ending capital account	\$ -45,376												
	<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain) _____												
M	Did the partner contribute property with a built-in gain or loss? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach statement (see instructions)												

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) -95,444	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C*	21
		19	Distributions
12	Section 179 deduction		
13	Other deductions A 745		
		20	Other information
14	Self-employment earnings (loss) A -95,444		
	C 66,631		

*See attached statement for additional information.

For IRS Use Only



PARTNER# 2
Schedule K-1
(Form 1065)

2014

Department of the Treasury
 Internal Revenue Service

For calendar year 2014, or tax
 year beginning _____
 ending _____

**Partner's Share of Income, Deductions,
 Credits, etc.** See back of form and separate Instructions.

**Part III Partner's Share of Current Year Income,
 Deductions, Credits, and Other Items**

1	Ordinary business income (loss) -95,445	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C*	21
		19	Distributions
12	Section 179 deduction		
13	Other deductions A 745	20	Other information
14	Self-employment earnings (loss) A -95,445		
C	66,630		

*See attached statement for additional information.

For IRS Use Only



Part I Information About the Partnership

A Partnership's employer identification number
80-0951272

B Partnership's name, address, city, state, and ZIP code
HEROIC INVESTORS LLC
15 FOREST LANE
SOUTH BARRINGTON IL 60010

C RS Center where partnership filed return
CINCINNATI, OH 45999-0011

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
46-3458454

F Partner's name, address, city, state, and ZIP code
MGD INVESTMENTS LLC
27 FOREST LANE
SOUTH BARRINGTON IL 60010

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? **PARTNERSHIP**

I2 If this partner is a retirement plan (R/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.000000 %	50.000000 %
Loss	50.000000 %	50.000000 %
Capital	50.000000 %	50.000000 %

K Partner's share of liabilities at year end:

Nonrecourse	\$ _____
Qualified nonrecourse financing	\$ _____
Recourse	\$ 8,078

L Partner's capital account analysis:

Beginning capital account	\$ 50,833
Capital contributed during the year	\$ _____
Current year increase (decrease)	\$ -96,211
Withdrawals & distributions	\$ (_____)
Ending capital account	\$ -45,378

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
 If "Yes," attach statement (see instructions)

Statement 1 - Form 1065. Page 1. Line 4 - Ordinary Income (Loss) from Other Entities

<u>Name of Entity</u>	<u>EIN</u>	<u>Amount</u>
HEROIC FITNESS LLC 2626 N SUTTON ROAD HOFFMAN ESTATES, IL 60192	46-3401358	\$ -190,889
TOTAL		\$ <u>-190,889</u>

Federal Statements

Statement 2 - Form 1065, Schedule K, Line 13a - Contributions

<u>Description</u>	<u>100%</u>	<u>50%</u>	<u>30%</u>	<u>20%</u>	<u>Total</u>
K1 P/T CASH CONTRIB-50%	\$ <u> </u>	\$ <u> 1,490</u>	\$ <u> </u>	\$ <u> </u>	\$ <u> 1,490</u>
TOTAL	\$ <u> 0</u>	\$ <u> 1,490</u>	\$ <u> 0</u>	\$ <u> 0</u>	\$ <u> 1,490</u>

Statement 3 - Form 1065. Schedule K. Line 18c - Nondeductible Expenses

Description	Amount
NONDEDUCTIBLE MEALS AND ENTER	\$ 42
TOTAL	\$ 42

Schedules L, M-1, & M-2 Worksheet

Form **1065**

For calendar year 2014, or tax year beginning _____, and ending _____

2014

Partnership Name

Employer Identification Number

HEROIC INVESTORS LLC

80-0951272

Schedule L

Balance Sheets per Books

Beginning of tax year

End of tax year

	Assets		Liabilities and Capital	
	(a)	(b)	(c)	(d)
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets				
7a Loans to partners (or persons related to partners)				
b Mortgage and real estate loans				
8 Other investments		101,667		
9a Buildings and other depreciable assets				
b Less accumulated depreciation				
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)				
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets				
14 Total assets		101,667		
15 Accounts payable				
16 Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities				
18 All nonrecourse loans				
19a Loans from partners (or persons related to partners)				
b Mortgages, notes, bonds payable in 1 year or more				
20 Other liabilities				
21 Partners' capital accounts		101,667		-90,754
22 Total liabilities and capital		101,667		-90,754

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

1 Net income (loss) per books	-192,421	6 Income recorded on books this year not included on Schedule K, lines 1 through 11:	
2 Income included on Sch. K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year:		a Tax-exempt interest \$	
3 Guaranteed payments (other than health insurance)		b Other \$	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13e, 16(1), and 16(2):		7 Deductions included on Schedule K, lines 1 through 13e, 16(1), and 16(2), not charged against book income this year:	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$		b Other \$	
c Other \$ 42	42	8 Add lines 6 and 7	
5 Add lines 1 through 4	-192,379	9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-192,379

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	101,667	6 Distributions:	
2 Capital contributed:		a Cash	
a Cash		b Property	
b Property		7 Other decreases:	
3 Net income (loss) per books	-192,421	8 Add lines 6 and 7	
4 Other increases:		9 Balance at end of year. Subtract line 8 from line 5	-90,754
5 Add lines 1 through 4	-90,754		

Filing Instructions

HEROIC INVESTORS LLC

Form IL-1065 - Partnership Replacement Tax Return

Taxable Year Ended December 31, 2014

Date Due: April 15, 2015

Remittance: None is required. No amount is due or overpaid.

Mail To: Illinois Department of Revenue
P.O. Box 19031
Springfield, IL 62794-9031

Signature: The return should be signed and dated on page 3 by a limited liability company member.

Illinois Department of Revenue
2014 Form IL-1065
Partnership Replacement Tax Return



Due on or before the 15th day of the 4th month following the close of the tax year.

If this return is not for calendar year 2014, enter your fiscal tax year here. Tax year beginning _____, ending _____ <small>month day year month day year</small> For tax years ending on or after December 31, 2014. For prior years, use the form for that year.	Enter the amount you are paying. \$ _____
--	--

Step 1: Identify your partnership

- A** Enter your complete legal business name.
 If you have a name change, check this box.
 Name: **HEROIC INVESTORS LLC**
- B** Enter your mailing address.
 If you have an address change or this is a first return, check this box.
 C/O: _____
 Mailing address: **15 FOREST LANE**
SOUTH BARRINGTON IL 60010
 City: _____ State: _____ ZIP: _____
- C** Check the applicable box if one of the following applies.
 First return Final return (If final, enter the date: _____)
mm dd yyyy
- D** If this is a final return because you sold this business, enter the date sold
 (mm dd yy) _____, and the new owner's FEIN. _____
- E Special Apportionment Formulas.** If you use a special apportionment formula, check the appropriate box and see Special Apportionment Formula instructions.
 Financial organizations Transportation companies
 Federally regulated exchanges
- F** Check this box if you are:
 classified as an investment partnership
 classified as a publicly traded partnership
- G** Check this box if you made an IRC § 761 election.

- H** Enter your federal employer identification no. (FEIN).
80-0951272
- I** Check this box if you are a member of a unitary business group, and enter the FEIN of the member filing the Schedule UB, Combined Apportionment for Unitary Business Group. _____
- J** Enter your North American Industry Classification System (NAICS) Code. See instructions.
525990
- K** Enter the city, state, and zip code where your accounting records are kept. (Use the two-letter postal abbreviation, e.g., IL, GA, etc.)
SOUTH BARRINGTON IL 60010
 City State Zip
- L** If you are making the business income election to treat all nonbusiness income as business income, check this box and enter "0" on Lines 36 and 44.
- M** If you have completed the following federal forms, check the box and attach them to this return.
 Federal Form 8886 Federal Sch. M-3
- N** Check this box if you attached Form IL-4562.
- O** Check this box if you attached Illinois Schedule M (for businesses).
- P** Check this box if you attached Schedule 80/20.
- O** Check this box if you attached Schedule 1299-A.

Step 2: Figure your ordinary income or loss

1 Ordinary income or less, or equivalent from federal Schedule K.	1	-190,889.00
2 Net income or loss from all rental real estate activities.	2	.00
3 Net income or loss from other rental activities.	3	.00
4 Portfolio income or loss.	4	.00
5 Net IRC Section 1231 gain or loss.	5	.00
6 All other items of income or loss that were not included in the computation of income or loss on Page 1 or U.S. Form 1065 or 1065-B. See instructions. Identity: _____	6	.00
7 Add Lines 1 through 6. This is your ordinary income or loss.	7	-190,889.00

Step 3: Figure your unmodified base income or loss

8 Charitable contributions.	8	1,490.00
9 Expense deduction under IRC Section 179.	9	.00
10 Interest on investment indebtedness.	10	.00
11 All other items of expense that were not included in the computation of ordinary income or loss on Page 1 or U.S. Form 1065 or 1065-B. See instructions. Identity: _____	11	.00
12 Add Lines 8 through 11.	12	1,490.00
13 Subtract Line 12 from Line 7. This amount is your total unmodified base income or loss.	13	-192,379.00

Attach your payment and Form IL-1065-V here.

Step 4: Figure your income or loss

14	Enter your unmodified base income or loss from Line 13.	14	<u>-192,379</u>	<u>.00</u>
15	State, municipal, and other interest income excluded from Line 14.	15		<u>.00</u>
16	Illinois replacement tax deducted in arriving at Line 14.	16		<u>.00</u>
17	Illinois Special Depreciation addition. Attach Form IL-4562.	17		<u>.00</u>
18	Related-party expenses addition. Attach Schedule 80/20.	18		<u>.00</u>
19	Distributive share of additions. Attach Schedule(s) K-1-P or K-1-T.	19		<u>.00</u>
20	Guaranteed payments to partners from U.S. Form 1065 or 1065-B.	20		<u>.00</u>
21	The amount of loss distributable to a partner subject to replacement tax. Attach Schedule B.	21	<u>192,379</u>	<u>.00</u>
22	Other additions. Attach Illinois Schedule M (for businesses).	22		<u>.00</u>
23	Add Lines 14 through 22. This amount is your income or loss.	23		<u>.00</u>

Step 5: Figure your base income or loss

24	Interest income from U.S. Treasury obligations or other exempt federal obligations.	24		<u>.00</u>
25	August 1, 1969, valuation limitation amount. Attach Schedule F.	25		<u>.00</u>
26	Personal service income or reasonable allowance for compensation of partners.	26		<u>.00</u>
27	Share of income distributable to a partner subject to replacement tax. Attach Schedule B.	27		<u>.00</u>
28	River Edge Redevelopment Zone Dividend subtraction. Attach Schedule 1299-A.	28		<u>.00</u>
29	High Impact Business Dividend subtraction. Attach Schedule 1299-A.	29		<u>.00</u>
30	Illinois Special Depreciation subtraction. Attach Form IL-4562.	30		<u>.00</u>
31	Related-party expenses subtraction. Attach Schedule 80/20.	31		<u>.00</u>
32	Distributive share of subtractions. Attach Schedule(s) K-1-P or K-1-T.	32		<u>.00</u>
33	Other subtractions. Attach Schedule M (for businesses).	33		<u>.00</u>
34	Total subtractions. Add Lines 24 through 33.	34		<u>.00</u>
35	Base income or loss. Subtract Line 34 from Line 23.	35		<u>.00</u>

STOP	A If the amount on Line 35 is derived inside Illinois only, check this box and enter the amount from Step 5, Line 35 on Step 7, Line 47. You may not complete Step 6. (You must leave Step 6, Lines 36 through 46 blank.)	<input checked="" type="checkbox"/>
	B If any portion of the amount on Line 35 is derived outside Illinois, check this box and complete <u>all lines</u> of Step 6. See instructions. (If you are a unitary filer, you must complete Lines 40 through 42.)	<input type="checkbox"/>

Step 6: Figure your income allocable to Illinois (Complete only if you checked the box on Line B, above.)

36	Nonbusiness income or loss. Attach Schedule NB.	36		<u>.00</u>
37	Trust, estate, and non-unitary partnership business income or loss included in Line 35.	37		<u>.00</u>
38	Add Lines 36 and 37.	38		<u>.00</u>
39	Business income or loss. Subtract Line 38 from Line 35.	39		<u>.00</u>
40	Total sales everywhere. This amount cannot be negative.	40	<u>.00</u>	
41	Total sales inside Illinois. This amount cannot be negative.	41	<u>.00</u>	
42	Apportionment factor. Divide Line 41 by Line 40 (carry to six decimal places).	42		
43	Business income or loss apportionable to Illinois. Multiply Line 39 by Line 42.	43		<u>.00</u>
44	Nonbusiness income or loss allocable to Illinois. Attach Schedule NB.	44		<u>.00</u>
45	Trust, estate, and non-unitary partnership business income or loss apportionable to Illinois.	45		<u>.00</u>
46	Base income or loss allocable to Illinois. Add Lines 43 through 45.	46		<u>.00</u>





Step 7: Figure your net income

47	Base income or net loss from Step 5, Line 35, or Step 6, Line 46.	47	<u>.00</u>
48	Illinois net loss deduction. Attach Schedule NLD. If Line 47 is zero or a negative amount, enter "0".	48	<u>0.00</u>
49	Income after NLD. Subtract Line 48 from Line 47.	49	<u>0.00</u>
50	Enter the amount from Step 5, Line 35.	50	<u>.00</u>
51	Divide Line 47 by Line 50. (This figure cannot be greater than "1".)	51	<u>0.000000</u>
52	Exemption allowance. Multiply Line 51 by \$1,000. (Short-year filers, see instructions.)	52	<u>.00</u>
53	Net income. Subtract Line 52 from Line 49.	53	<u>0.00</u>

Step 8: Figure your net replacement tax and pass-through withholding payments

54	Replacement tax. Multiply Line 53 by 1.5% (.015).	54	<u>0.00</u>
55	Recapture of investment credits. Attach Schedule 4255.	55	<u>.00</u>
56	Replacement tax before investment credits. Add Lines 54 and 55.	56	<u>.00</u>
57	Investment credits. Attach Form IL-477.	57	<u>.00</u>
58	Net replacement tax. Subtract Line 57 from Line 56. Enter "0" if this is a negative amount.	58	<u>0.00</u>
59	Pass-through withholding payments you reported on behalf of your members. Enter the amount from Schedule B, Step 1, Line 8. Attach Schedule B.	59	<u>.00</u>
60	Total net replacement tax and pass-through withholding payments. Add Line 58 and Line 59.	60	<u>.00</u>

Step 9: Figure your refund or balance due

61	Payments.		
a	Credit from prior year overpayments.	61a	<u>.00</u>
b	Form IL-505-B (extension) payment.	61b	<u>.00</u>
c	Pass-through withholding payments. Attach Schedule(s) K-1-P or K-1-T.	61c	<u>.00</u>
d	Gambling withholding. Attach Form(s) W-2G.	61d	<u>.00</u>
e	Form IL-516-I prepayments.	61e	<u>.00</u>
f	Form IL-516-B prepayments.	61f	<u>.00</u>
62	Total payments. Add Lines 61a through 61f.	62	<u>.00</u>
63	Overpayment. If Line 62 is greater than Line 60, subtract Line 60 from Line 62.	63	<u>.00</u>
64	Amount to be credited to a subsequent period. See instructions.	64	<u>.00</u>
65	Refund. Subtract Line 64 from Line 63. This is the amount to be refunded.	65	<u>.00</u>

66 Complete to direct deposit your refund

Routing Number	<input type="text"/>	<input type="checkbox"/> Checking or	<input type="checkbox"/> Savings
Account Number	<input type="text"/>		

67	Tax Due. If Line 60 is greater than Line 62, subtract Line 62 from Line 60. This is the amount you owe.	67	<u>.00</u>
----	--	----	------------

If you owe tax on Line 67, complete a payment voucher, Form IL-1065-V, make your check payable to "Illinois Department of Revenue" and attach them to the first page of this form.

Special Note Enter the amount of your payment on the top of Page 1 in the space provided.

Step 10: Sign here

Under penalties of perjury, I state that I have examined this return and, to the best of my knowledge, it is true, correct, and complete.

Signature of partner	Date	Title	Phone	Check this box if the Department may discuss this return with the preparer shown in this step. <input checked="" type="checkbox"/>
	04/15/15	PO0038612		
Signature of preparer	Date	Preparer's Social Security number or firm's FEIN		
ACCOUNTAX BUSINESS SERVICES, INC.				
BLOOMINGDALE, IL 60108				
		630-351-0500		
Preparer's firm name (or yours, if self-employed)	Address	Phone		

If a payment is not enclosed, mail this return to:	If a payment is enclosed, mail this return to:
Illinois Department of Revenue	Illinois Department of Revenue
P.O. Box 19031	P.O. Box 19053
Springfield, IL 62794-9031	Springfield, IL 62794-9053

This form is authorized as outlined by the Illinois Income Tax Act. Disclosure of this information is REQUIRED. Failure to provide information could result in a penalty.

2014 Schedule B Partners' or Shareholders' Identification



Year ending
12/31/14
Month Year

Attach to your Form IL-1065 or Form IL-1120-ST.

IL Attachment no. 1

Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.

Enter your federal employer identification number (FEIN).

HEROIC INVESTORS LLC

80-0951272

Read this information first

- You must read the Schedule B instructions and complete Schedule(s) K-1-P and Schedules K-1-P(3) (or Schedule(s) K-1-P(3)-FY) before completing this schedule.
- You must complete Step 2 of Schedule B and provide all the required information for your partners and shareholders before completing Step 1 of Schedule B.

Note Failure to follow these instructions may result in a delay in processing your return, further correspondence, and you may be required to submit further information to support your filing.

Step 1: Provide the following total amounts

Note Complete this step only after you have completed Schedule(s) K-1-P, Schedule(s) K-1-P(3) (or Schedule(s) K-1-P(3)-FY), and Schedule B, Step 2. You will use the amounts from those schedules when completing this step.

Totals for resident and nonresident partners and shareholders

1	Enter the total of all nonbusiness income or loss you reported on Schedule(s) K-1-P for your members. See instructions.	1	0
2	Enter the total of all income and replacement tax credits you reported on Schedule(s) K-1-P for your members. See instructions.	2	0
3	Add the amounts shown on Schedule B, Step 2, Column E for all partners or shareholders on all pages for which you have entered a check mark in Column D. Enter the total here. See instructions.	3	-192,379

Totals for nonresident partners and shareholders only

4	Enter the total pass-through withholding you reported on all pages of your Schedule B, Step 2, Column J for your nonresident individual and estate members. See instructions.	4	0
5	Enter the total pass-through withholding you reported on all pages of your Schedule B, Step 2, Column J for your nonresident partnership and S corporation members. See instructions.	5	0
6	Enter the total pass-through withholding you reported on all pages of your Schedule B, Step 2, Column J for your nonresident trust members. See instructions.	6	0
7	Enter the total pass-through withholding you reported on all pages of your Schedule B, Step 2, Column J for your nonresident C corporation members. See instructions.	7	0
8	Add Line 4 through Line 7. This is the total pass-through withholding reported on behalf of all your nonresident partners and shareholders. This amount should match the total amount from Schedule B, Step 2, Column J for all nonresident partners or shareholders on all pages. Enter the total here and on Form IL-1065, Line 59, or Form IL-1120-ST, Line 58. See instructions.	8	0

Attach all pages of Schedule B, Step 2 behind this page.



HEROIC INVESTORS LLC

80-0951272

Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.

Enter your federal employer identification number (FEIN).

Step 2: Identify your partners or shareholders (See instructions before completing.)

	A Name Address 1 Address 2 City, State, Z P	B Partner or Shareholder type	C SSN or FEIN	D Subject to Illinois replacement tax or an ESOP	E Member's distributable amount of base income or loss	F Excluded from pass-through withholding payments	G Share of Illinois income subject to pass-through withholding	H Pass-through withholding before credits	I Distributable share of credits	J Pass-through withholding payment amount
1	CATWILMAT LLC 15 FOREST LANE SOUTH BARRINGTON IL 60010	P	26-2902902	<input checked="" type="checkbox"/>	-96,189					
2	MGD INVESTMENTS LLC 27 FOREST LANE SOUTH BARRINGTON IL 60010	P	46-3458454	<input checked="" type="checkbox"/>	-96,190					
3				<input type="checkbox"/>						
4				<input type="checkbox"/>						
5				<input type="checkbox"/>						
6				<input type="checkbox"/>						

(If Column F is blank, complete Column G through Column J. Otherwise, enter zero in Column G through Column J.)

Note If you have more members than space provided, attach additional copies of this page as necessary.

PARTNER# 1

Illinois Department of Revenue

Partner's or Shareholder's Share of Income, Deductions, Credits, and Recapture

Year ending

Schedule K-1-P

12/31/14

To be completed by partnerships filing Form IL-1065 or S corporations filing Form IL-1120-ST

Month Year

Partners and Shareholders receiving Schedule K-1-P should attach this to their Illinois tax return.

IL Attachment No. 12

Step 1: Identify your partnership or S corporation

1 Check your business type [X] partnership [] S corporation

3 80-0951272

Enter your federal employer identification number (FEIN).

2 HEROIC INVESTORS LLC

Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.

4 Enter the apportionment factor from Form IL-1065 or Form IL-1120-ST, Line 42. Otherwise, enter "1."

1.000000

Step 2: Identify your partner or shareholder

5 CATWILMAT LLC

Name

7 26-2902902

Social Security number or FEIN

6 15 FOREST LANE

Mailing address SOUTH BARRINGTON IL 60010

8 50.000000

Share (%)

City State ZIP

9a Check the appropriate box. See instructions.

- individual, corporation, trust, partnership, S corporation, estate

9b To be completed by the recipient on Line 5 only.

I am a: grantor trust, disregarded entity and the amounts on this Schedule will be reported by:

Name: SSN or FEIN:



Step 3: Figure your partner's or shareholder's share of your nonbusiness income or loss

Table with 3 columns: Line number, Description, A Member's share (See instructions.), B Member's share allocable to Illinois. Rows 10-19.

Step 4: Figure your partner's or shareholder's share of your business income or loss

Table with 3 columns: Line number, Description, A Member's share from U.S. Schedule K-1, less nonbusiness income, B Member's share apportioned to Illinois. Rows 20-31.

THERE ARE NO AMOUNTS FOR PAGE 2.

PARTNER# 2
Illinois Department of Revenue
Schedule K-1-P

Partner's or Shareholder's Share of Income, Deductions, Credits, and Recapture

Year ending
12/31/14

To be completed by partnerships filing Form IL-1065 or S corporations filing Form IL-1120-ST

Month Year

Partners and Shareholders receiving Schedule K-1-P should attach this to their Illinois tax return.

IL Attachment No. 12

Step 1: Identify your partnership or S corporation

- 1 Check your business type partnership S corporation
- 2 HEROIC INVESTORS LLC
 Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.
- 3 80-0951272
 Enter your federal employer identification number (FEIN).
- 4 Enter the apportionment factor from Form IL-1065 or Form IL-1120-ST, Line 42. Otherwise, enter "1." 1.000000

Step 2: Identify your partner or shareholder

- 5 MGD INVESTMENTS LLC
 Name
- 6 27 FOREST LANE
 Mailing address SOUTH BARRINGTON IL 60010
 City State ZIP
- 7 46-3458454
 Social Security number or FEIN
- 8 50.000000
 Share (%)
- 9a Check the appropriate box. See instructions.
 individual corporation trust
 partnership S corporation estate



9b To be completed by the recipient on Line 5 only.
 I am a: grantor trust disregarded entity
 and the amounts on this Schedule will be reported by:
 Name: _____
 SSN or FEIN: _____

Step 3: Figure your partner's or shareholder's share of your nonbusiness income or loss

	A Member's share (See instructions.)	B Member's share allocable to Illinois
10 Interest	10 _____	_____
11 Dividends	11 _____	_____
12 Rental income	12 _____	_____
13 Patent royalties	13 _____	_____
14 Copyright royalties	14 _____	_____
15 Other royalty income	15 _____	_____
16 Capital gain or loss from real property	16 _____	_____
17 Capital gain or loss from tangible personal property	17 _____	_____
18 Capital gain or loss from intangible personal property	18 _____	_____
19 Other income and expense	19 _____	_____
	Specify	

Step 4: Figure your partner's or shareholder's share of your business income or loss

	A Member's share from U.S. Schedule K-1, less nonbusiness income	B Member's share apportioned to Illinois
20 Ordinary income or loss from trade or business activity	20 <u>-95,445</u>	<u>-95,445</u>
21 Net income or loss from rental real estate activities	21 _____	_____
22 Net income or loss from other rental activities	22 _____	_____
23 Interest	23 _____	_____
24 Dividends	24 _____	_____
25 Royalties	25 _____	_____
26 Net short-term capital gain or loss	26 _____	_____
27 Net long-term capital gain or loss. Total for year.	27 _____	_____
28 Unrecaptured Section 1250 gain	28 _____	_____
29 Guaranteed payments to partner (U.S. Form 1065 only)	29 _____	_____
30 Net Section 1231 gain or loss (other than casualty or theft). Total for year.	30 _____	_____
31 Other income and expense	31 <u>-745</u>	<u>-745</u>
	Specify	

THERE ARE NO AMOUNTS FOR PAGE 2.

Illinois Department of Revenue
Schedule K-1-P(3)
Pass-through Withholding Calculation
for Nonresident Members

Year ending

To be completed by partnerships filing Form IL-1065 or S corporations filing Form IL-1120-ST

Month Year

Read this information first:

- For tax year ending on December 31, 2014, only. If you are a fiscal filer, do not use this schedule. Use Schedule K-1-P(3)-FY.
- You must complete Schedule K-1-P(3) for each of your nonresident partners or shareholders who have not submitted a Form IL-1000-E to you.
- Do not complete Schedule K-1-P(3) for any member who is a resident or who has submitted Form IL-1000-E to you.

Note Keep this schedule with your income tax records. You must send us this information if we request it.

Step 1: Identify your partnership or S corporation1 HEROIC INVESTORS LLC

Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.

2 80-0951272

Enter your federal employer identification number (FEIN).

Step 2: Identify your nonresident partner or shareholder3 CATWILMAT LLC

Name

4 26-2902902

Social Security number or FEIN

5 Check the appropriate box to identify this nonresident partner's or shareholder's organization type.

- individual corporation trust
 partnership S corporation estate

Step 3: Figure your nonresident partner's or shareholder's pass-through withholding

Note If this member is a resident or has submitted Form IL-1000-E to you, do not complete this schedule for this member.

- 6 Add the amounts from this member's Schedule K-1-P, Step 3, Column B, Lines 12 through 17 and 19 and enter the total here. This is your member's share of nonbusiness income allocable to Illinois before modifications and credits. 6 _____
- 7 Add the amounts from this member's Schedule K-1-P, Step 4, Column B, Lines 20 through 31 and enter the total here. This is your member's share of business income allocable to Illinois before modifications and credits. 7 -96,189
- 8 Add Line 6 and Line 7 and enter the result. 8 -96,189
- 9 Add the amounts from this member's Schedule K-1-P, Column B, Lines 32 through 37 and enter the total here. This is your member's share of additions allocable to Illinois. 9 _____
- 10 Add Line 8 and Line 9 and enter the result. 10 -96,189
- 11 Add the amounts from this member's Schedule K-1-P, Column B, Lines 38a through 47 and enter the total here. This is your member's share of subtractions allocable to Illinois. 11 _____
- 12 Subtract Line 11 from Line 10. If negative, enter zero. This is your member's share of Illinois income subject to pass-through withholding. See instructions. 12 0

Note If this member is a nonresident individual or estate, enter "0" on Lines 13 through 15 and go to Line 16.

- 13 Replacement tax before credits. If this member is a partnership, S corporation, or nonresident trust, multiply Line 12 by 1.5% (.015) and enter the result. If this member is a corporation, multiply Line 12 by 2.5% (.025) and enter the result. 13 _____
- 14 Enter the amount of Illinois replacement tax investment credits passed to this member and available for use this year. 14 _____
- 15 Subtract Line 14 from Line 13. If negative, enter zero. This is your member's share of replacement tax after credits. 15 _____

Note If this member is a nonresident partnership or S corporation, enter "0" on Lines 16 through 18 and go to Line 19.

- 16 Income Tax before credits. If this member is a(n) nonresident individual, estate, or trust, multiply Line 12 by 5% (.05) and enter the result. See instructions. If this member is a corporation, multiply Line 12 by 7% (.07) and enter the result. See instructions. 16 _____
- 17 Enter the amount of Illinois income tax credits passed to this member and available for use this year. See instructions. 17 _____
- 18 Subtract Line 17 from Line 16. If negative, enter zero. This is your member's share of income tax after credits. 18 _____

- 19 Add Lines 15 and 18 and enter the result. This is your member's total pass-through withholding payment. Report this amount on this member's Schedule K-1-P, Step 7, Line 54. You must also report this amount on your Form IL-1065 or Form IL-1120-ST, Schedule B, Step 2, Column J, on the line which reports this member's amounts. 19 _____

Keep a copy of this schedule for each member with your income tax records. Do not send

Illinois Department of Revenue
Schedule K-1-P(3)
Pass-through Withholding Calculation
for Nonresident Members

Year ending

To be completed by partnerships filing Form IL-1065 or S corporations filing Form IL-1120-ST

Month Year

Read this information first:

- For tax year ending on December 31, 2014, only. If you are a fiscal filer, do not use this schedule. Use Schedule K-1-P(3)-FY.
- You must complete Schedule K-1-P(3) for each of your nonresident partners or shareholders who have not submitted a Form IL-1000-E to you.
- Do not complete Schedule K-1-P(3) for any member who is a resident or who has submitted Form IL-1000-E to you.

Note Keep this schedule with your income tax records. You must send us this information if we request it.

Step 1: Identify your partnership or S corporation1 HEROIC INVESTORS LLC

Enter your name as shown on your Form IL-1065 or Form IL-1120-ST.

2 80-0951272

Enter your federal employer identification number (FEIN).

Step 2: Identify your nonresident partner or shareholder3 MGD INVESTMENTS LLC

Name

4 46-3458454

Social Security number or FEIN

5 Check the appropriate box to identify this nonresident partner's or shareholder's organization type.

 individual corporation trust partnership S corporation estate**Step 3: Figure your nonresident partner's or shareholder's pass-through withholding**

Note If this member is a resident or has submitted Form IL-1000-E to you, do not complete this schedule for this member.

- 6 Add the amounts from this member's Schedule K-1-P, Step 3, Column B, Lines 12 through 17 and 19 and enter the total here. This is your member's share of nonbusiness income allocable to Illinois before modifications and credits. 6 _____
- 7 Add the amounts from this member's Schedule K-1-P, Step 4, Column B, Lines 20 through 31 and enter the total here. This is your member's share of business income allocable to Illinois before modifications and credits. 7 -96,190
- 8 Add Line 6 and Line 7 and enter the result. 8 -96,190
- 9 Add the amounts from this member's Schedule K-1-P, Column B, Lines 32 through 37 and enter the total here. This is your member's share of additions allocable to Illinois. 9 _____
- 10 Add Line 8 and Line 9 and enter the result. 10 -96,190
- 11 Add the amounts from this member's Schedule K-1-P, Column B, Lines 38a through 47 and enter the total here. This is your member's share of subtractions allocable to Illinois. 11 _____
- 12 Subtract Line 11 from Line 10. If negative, enter zero. This is your member's share of Illinois income subject to pass-through withholding. See instructions. 12 0

Note If this member is a nonresident individual or estate, enter "0" on Lines 13 through 15 and go to Line 16.

- 13 Replacement tax before credits. If this member is a partnership, S corporation, or nonresident trust, multiply Line 12 by 1.5% (.015) and enter the result. corporation, multiply Line 12 by 2.5% (.025) and enter the result. 13 _____
- 14 Enter the amount of Illinois replacement tax investment credits passed to this member and available for use this year. 14 _____
- 15 Subtract Line 14 from Line 13. If negative, enter zero. This is your member's share of replacement tax after credits. 15 _____

Note If this member is a nonresident partnership or S corporation, enter "0" on Lines 16 through 18 and go to Line 19.

- 16 Income Tax before credits. If this member is a(n) nonresident individual, estate, or trust, multiply Line 12 by 5% (.05) and enter the result. See instructions. corporation, multiply Line 12 by 7% (.07) and enter the result. See instructions. 16 _____
- 17 Enter the amount of Illinois income tax credits passed to this member and available for use this year. See instructions. 17 _____
- 18 Subtract Line 17 from Line 16. If negative, enter zero. This is your member's share of income tax after credits. 18 _____

- 19 Add Lines 15 and 18 and enter the result. This is your member's total pass-through withholding payment. Report this amount on this member's Schedule K-1-P, Step 7, Line 54. You must also report this amount on your Form IL-1065 or Form IL-1120-ST, Schedule B, Step 2, Column J, on the line which reports this member's amounts. 19 _____

Keep a copy of this schedule for each member with your income tax records. Do not send

Illinois Statements
CATWILMAT LLC
26-2902902

Statement 1 - Schedule K-1-P, Page 1, Line 31, Column A - Other Income and Expense

Description	Amount
CHARITABLE CONTRIBUTIONS	\$ -745
TOTAL	\$ <u>-745</u>

Statement 2 - Schedule K-1-P, Page 1, Line 31, Column B - Other Income and Expense

Description	Amount
CHARITABLE CONTRIBUTIONS	\$ -745
TOTAL	\$ <u>-745</u>

Illinois Statements
MGD INVESTMENTS LLC
46-3458454

Statement 1 - Schedule K-1-P, Page 1, Line 31, Column A - Other Income and Expense

Description	Amount
CHARITABLE CONTRIBUTIONS	\$ -745
TOTAL	\$ <u>-745</u>

Statement 2 - Schedule K-1-P, Page 1, Line 31, Column B - Other Income and Expense

Description	Amount
CHARITABLE CONTRIBUTIONS	\$ -745
TOTAL	\$ <u>-745</u>

Personal Financial Statement as of: _____

SCHEDULE 1 - CASH: Checkings, Savings, CDs & Money Market Funds

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT

SCHEDULE 2 - INVESTMENTS: Listed Marketable Securities, Mutual Funds & ETFs

DESCRIPTION OF SECURITY (attach separate list if necessary)	REGISTERED IN NAME OF	WHERE HELD	RESTRICTED	NO SHARES	BOOK VALUE	MARKET VALUE	PLEDGED?/WHERE

SCHEDULE 3 - LIFE INSURANCE:

INSURANCE COMPANY	POLICY OF OWNER NAME OF INSURED	BENEFICIARY	POLICY FACE AMOUNT	POLICY LOANS	CASH VALUE	PREMIUM PAYMENTS	PLEDGED?/WHERE

SCHEDULE 4 - INVESTMENTS: Closely Held Companies, Non-Marketable Securities & Unlisted Securities

NAME OF COMPANY	REGISTERED IN NAME OF	NO. SHARES % OWNED	COST	DATE PURCHASED	MARKET VALUE	BALANCE DUE	PLEDGED?/WHERE

SCHEDULE 5 - REAL ESTATE OWNED:

DESCRIPTION AND ADDRESS	LEGAL OWNER	LENDER	% OWNED	YR ACQUIRED	PURCHASE PRICE	ORIGINAL MTG AMT	MARKET VALUE	MORTGAGE BALANCE

SCHEDULE 6 - NOTES RECEIVABLE:

DUE FROM	DUE TO	ORIGINAL AMT	PRESENT BALANCE	REPAYMENT	SECURITY HELD, IF ANY	DATE OF NOTE

SCHEDULE 7 - RETIREMENT ACCOUNTS: Pension, 401(K) & IRAs

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT

SCHEDULE 8 - NOTES & LEASES PAYABLE: Unsecured & Secured Including Mortgages

OWED TO (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

SCHEDULE 9 - CREDIT ACCOUNTS & LINES: Credit Cards, Credit Lines & Home Equity Lines

ISSUER (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Income tax returns filed through (date): YES NO
Are any returns currently being Audited or contested?
If yes, what year(s)?

2. Have you or any firm in which you were a major owner ever declared bankruptcy? YES NO
If yes, please provide details here:

3. Have you ever drawn a will? YES NO
If yes, please furnish the name of the executor(s) and year will was drawn:

4. Have you ever had a financial plan prepared for you? YES NO

5. Do you anticipate any material changes to this statement, within one year of this date? YES NO
If yes, please explain:

CONTACT INFORMATION

Name of Yr	
'	
'	
'	

REPRESENTATIONS AND WARRANTIES

Bar P Wsk

Financial Summary for Cathy and Brien Wloch: As of

12/1/20

Personal

Chase - Checking	\$10 000		
Schwab Checking	\$10 000		
Schwab Stocks	\$58 000		
Cath act 1007	\$801 173		
Brien W 9000	\$544 651		
Brien A-0000	\$579 077		
Starwood Stock	\$485 507	20900	23 23
Brien RA JPM	\$163 000		
Brien RA Equity Trust	\$342 000		
NW Life nsurance Cash Value - BPW	\$40 000		
NW Life nsurance Cash Value - CSW	\$40 000		
Pacific Life nsurance Cash Value	\$100 000		
Home Value	\$1 200 000		
Cars	\$20 000		
Personal Property	\$200 000		
nvestment in Cabrien	\$10 000		
nvestment in Catwilmat LLC	\$6 284 740		
nvestment in Dearborn Capital LLC	\$610 000		
Stock in Unequal Technology	\$32 500		
nvestment in CRE Simple	\$50 000		

Total Assets	\$11 580 648		
Cash or Equivalent	\$2 233 408		

Liabilities

		Total Line	
Home Mortgage	\$417 000		
Home Equity Line	\$265 000	\$330 000	\$65 000
Line of Credit	\$840 000	\$1 200 000	\$360 000
Total Liabilities	\$1 522 000		

Net Worth	\$10,058,648		0
------------------	---------------------	--	---

Cabrien Assets (100% owned)

Cash in Cabrien	\$10 000
Total Cabrien	\$10,000

Catwilmat

935 West 175th Street	
Value	\$1 000 000
Mortgage	\$700 000
Net Value	\$300 000
Cash	\$35 000

Total Net Assets	\$335 000
	100%

Homewood Land	\$500 000
Mortgage	\$0
Ownership	50%
Value	\$250 000

Creekside Terrace Ventures LLC

Value	\$6 200 000
Mortgage	\$3 600 000
Ownership Share	34%
Value	\$877 500

Indian Hill Investment	\$10 000
-------------------------------	-----------------

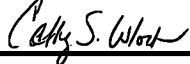
James P Cole LLC	ndustrial
Value	\$4 300 000

Mortgage		\$1 800 000
Equity		\$2 500 000
Catwilmal Ownership	32.50%	\$812 500
Deerpath Farms	Residential	
Value		\$4 000 000
Debt		\$3 200 000
Equity		\$800 000
Catwilmal Share	50%	\$400 000
Bay Harbor Condo Investment		
Value		\$795 000
Debt		\$300 000
Net Equity		\$495 000
Oak Park Property		\$5 300 000
Loan		\$3 200 000
Ownership		\$1 703 450
Floor and Décor - St. Louis		
Investment		
Value		\$11 000 000
Debt		\$6 400 000
Ownership	20%	\$920 000
Lapeer Industries		
Value		\$4 400 000
Debt		\$2 300 000
Cash		\$530 000
Equity		\$2 630 000
Catwilmal Share	18%	\$481 290
Total Net Assets in Catwilmal		\$6,284,740
Dearborn Capital Partners		
Cash		\$170 000
Deferred Fees		\$440 000
Total		\$610 000

certify this to be true and correct as of 12.1.20



Brian P Wloch



Cathy S Wloch

	Annual Cash Flow	Debt Service	Net Cash Flow	% Owned	Personal Cash Flow	Value	Mortgage	Equity Share
935	\$124 000	\$47 000	\$77 000	100 00%	\$77 000	\$1 000 000	\$700 000	\$300 000
Creekside	\$380 000	\$230 000	\$150 000	34 00%	\$51 000	\$5 000 000	\$3 300 000	\$578 000
Flint	\$247 000	\$70 000	\$177 000	40 00%	\$70 800	\$4 300 000	\$2 100 000	\$880 000
Ridge Road	-\$25 000	\$0	-\$25 000	50 00%	-\$12 500	\$500 000	\$0	\$250 000
Oak Park	\$375 000	\$224 000	\$151 000	100 00%	\$151 000	\$5 300 000	\$3 200 000	\$1 703 450 Note 2
T2 Retainer	\$50 000	\$0	\$50 000	100 00%	\$50 000			\$0
Lapeer	\$408 000	\$140 000	\$268 000	20 00%	\$53 600	\$5 200 000	\$2 000 000	\$640 000
Bridgeton	\$650 000	\$405 000	\$245 000	20 00%	\$49 000	\$11 000 000	\$6 400 000	\$920 000
Dividends	\$40 000	\$0	\$40 000	100 00%	\$40 000	\$440 000	\$0	\$440 000
								\$0
Total	\$2 249 000	\$1 116 000	\$1 133 000		\$529 900	\$32 740 000	\$17 700 000	\$5 711 450

Note 1 his assumes the mortgage is paid o with the 935 inancing

Note 2 his assumes 146 (apt) is leased which should be May and 215 closes (under contract) which should close in July receive 100% o the cash low until receive my investment plus 8% pre erred return he total distribution is anticipated to be \$1 400 000 be ore prorata distribution

Note 3 his cash low does not include income earned rom 2 or 3650 otal annual income rom these two sources anticipated to exceed \$500 000

Note 3 his cash low does not include income earned rom 2 or 3650 otal annual income rom these two sources anticipated to exceed \$500 000

Financial Summary for Cathy and Brien Wloch 6/1/2019

Personal	Shares	\$/Share	dividend	
Chase - Checking		\$20,000		
Schwab Checking		\$10,000		
Schwab Stocks	358	\$38,864	108 \$	1.76 \$ 630.08
Cath act 1007		\$719,000		
Brien W 9000	2213	\$691,000	108 \$	1.76 \$ 3,894.88
Brien A-0000		\$521,000		
Starwood Stock	20900	\$467,742	22.38 \$	1.92 \$ 40,128.00
Brien IRA JPM		\$193,360		
Brien IRA Equity Trust		\$392,000		\$ 44,652.96
Life Insurance Cash Value - BPW		\$35,000		
Life Insurance Cash Value - CSV		\$35,000		
Home Value		\$1,200,000		
Cars		\$20,000		
Personal Property		\$100,000		
Investment in Cabrien		\$15,000		
Investment in Catwilmat LLC		\$3,893,125		
Investment in Dearborn Capital, L		\$470,000		
Stock in Unequal Technology		\$32,500		

Total Assets \$8,853,391

Liabilities

		Total Line
Home Mortgage	\$417,000	
Home Equity Line	\$185,000	\$330,000
Line of Credit	\$800,000	\$1,200,000

Total Liabilities \$1,402,000

Net Worth \$7,451,391

Cabrien Assets (100% owned)

Investment in Airplanes	\$200,000
Current Value	\$5,000

Cash in Cabrien \$10,000

Total Cabrien \$15,000

Catwilmat

935 West 175th Street	
Value	\$975,000
Mortgage	\$440,000
Net Value	\$535,000

Cash		\$35,000
Total Net Assets		\$570,000
100%		\$570,000
Homewood Land		\$500,000
Mortgage		\$275,000
Ownership		50%
Value		\$112,500
Creekside Terrace Ventures LLC		
Value		\$5,000,000
Mortgage		\$3,300,000
Ownership Share		34%
Value		\$573,750
Indian Hill Investment		\$10,000
James P Cole L Industrial		
Value		\$4,300,000
Mortgage		\$2,120,000
Equity		\$2,180,000
Catwilmat Own	32.50%	\$708,500
Deerpath Farm: Residential		
Value		\$4,000,000
Debt		\$3,200,000
Equity		\$800,000
Catwilmat Shar	50%	\$400,000
Fully Developer	\$2,500,000	
Bay Harbor Condo Investment		\$440,000
Value		\$500,000
Debt		\$315,000
Net Equity		\$185,000
Shamee Land		\$5,000
Oak Park Property		\$5,300,000
Loan		\$3,850,000 (net \$3.5M funded with \$350k for future TILC's)
Ownership		\$1,308,375
Wawa		
Investment		
Value		\$10,000
Cash		\$10,000
Total Net Assets in Catwilmat		\$3,893,125

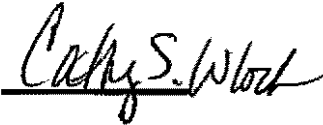
Dearborn Capital Partners

Cash	\$30,000
Deferred Fees	\$440,000
Total	\$470,000

I certify this to be 6.1.19



Brian P Wloch



Cathy S Wloch

	Annual Cash Flow	Debt Service	Net Cash Flow	% Owned	Personal Cash			
					Flow	Value	Mortgage	Equity Share
935	\$135,000	\$38,400	\$96,600	100.00%	\$96,600	\$975,000	\$400,000	\$575,000
Creekside	\$350,000	\$230,000	\$120,000	34.00%	\$40,800	\$5,000,000	\$3,300,000	\$578,000
Flint	\$430,000	\$133,000	\$297,000	40.00%	\$118,800	\$4,300,000	\$2,100,000	\$880,000
Ridge Road	-\$25,000	-\$48,000	-\$73,000	50.00%	-\$36,500	\$500,000	\$280,000	\$110,000 Note 1
Oak Park	\$424,000	\$266,000	\$158,000	100.00%	\$158,000	\$5,300,000	\$3,500,000	\$1,308,375 Note 2
T2 Retainer	\$50,000	\$0	\$50,000	100.00%	\$50,000			\$0
Dividends	\$40,000	\$0	\$40,000	100.00%	\$40,000	\$440,000	\$0	\$440,000
								\$0
Total	\$1,404,000	\$619,400	\$688,600		\$467,700	\$16,515,000	\$9,580,000	\$3,891,375

Note 1 Currently vacant land. Expenses include RE taxes, insurance and maintenance. Debt service includes interest payment plus \$30,000 principal amortization. Currently involved in a lawsuit which we anticipate being dismissed in 2019 at which point we will either sell or develop apartments.

Note 2 OP is just completing construction. The above number assumes asset is stable. Current mortgage is \$3,500,000 and property is break even due to IO debt service. I receive 100% of the cash flow until I receive my investment plus 8% preferred return. The total distribution is anticipated to be \$1,200,000 before prorata distribution.

Note 3 This cash flow does not include income earned from T2 or 3650. Total annual income from these two sources anticipated to exceed \$500,000.

Personal Financial Statement as of: _____

SCHEDULE 1 - CASH: Checkings, Savings, CDs & Money Market Funds

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT

SCHEDULE 2 - INVESTMENTS: Listed Marketable Securities, Mutual Funds & ETFs

DESCRIPTION OF SECURITY (attach separate list if necessary)	REGISTERED IN NAME OF	WHERE HELD	RESTRICTED	NO SHARES	BOOK VALUE	MARKET VALUE	PLEDGED?/WHERE

SCHEDULE 3 - LIFE INSURANCE:

INSURANCE COMPANY	POLICY OF OWNER NAME OF INSURED	BENEFICIARY	POLICY FACE AMOUNT	POLICY LOANS	CASH VALUE	PREMIUM PAYMENTS	PLEDGED?/WHERE

SCHEDULE 4 - INVESTMENTS: Closely Held Companies, Non-Marketable Securities & Unlisted Securities

NAME OF COMPANY	REGISTERED IN NAME OF	NO. SHARES % OWNED	COST	DATE PURCHASED	MARKET VALUE	BALANCE DUE	PLEDGED?/WHERE

SCHEDULE 5 - REAL ESTATE OWNED:

DESCRIPTION AND ADDRESS	LEGAL OWNER	LENDER	% OWNED	YR ACQUIRED	PURCHASE PRICE	ORIGINAL MTG AMT	MARKET VALUE	MORTGAGE BALANCE

SCHEDULE 6 - NOTES RECEIVABLE:

DUE FROM	DUE TO	ORIGINAL AMT	PRESENT BALANCE	REPAYMENT	SECURITY HELD, IF ANY	DATE OF NOTE

SCHEDULE 7 - RETIREMENT ACCOUNTS: Pension, 401(K) & IRAs

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT

SCHEDULE 8 - NOTES & LEASES PAYABLE: Unsecured & Secured Including Mortgages

OWED TO (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

SCHEDULE 9 - CREDIT ACCOUNTS & LINES: Credit Cards, Credit Lines & Home Equity Lines

ISSUER (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

SCHEDULE 1 - INVESTMENTS

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 2 - INVESTMENTS IN MUTUAL FUNDS

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 3 - INVESTMENTS IN COMMON STOCK

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 4 - INVESTMENTS IN BONDS

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 5 - INVESTMENTS IN OTHER SECURITIES

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 6 - INVESTMENTS IN REAL ESTATE

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 7 - INVESTMENTS IN ACCOUNTS RECEIVABLE & PAYABLE

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 8 - NOTES & DEBTS

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

SCHEDULE 9 - CREDIT CARDS

DATE ACQUIRED	DESCRIPTION	TYPE OF SECURITY	QUANTITY	UNIT COST	MARKET VALUE

Personal Financial Statement as of: _____

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Income tax returns filed through (date): YES NO
Are any returns currently being Audited or contested?
If yes, what year(s)?
2. Have you or any firm in which you were a major owner ever declared bankruptcy? YES NO
If yes, please provide details here:
3. Have you ever drawn a will? YES NO
If yes, please furnish the name of the executor(s) and year will was drawn:
4. Have you ever had a financial plan prepared for you? YES NO
5. Do you anticipate any material changes to this statement, within one year of this date? YES NO
If yes, please explain:

CONTACT INFORMATION

Name of Your Accountant Baker Tilly - Anne Fisher	Phone # 312.729.8052
Name of Your Attorney Russ Robinson	Phone # 847.944.9220
Name of Your Investment Advisor/Broker JP Morgan	Phone #
Name of Your Insurance Agent Dave Rundle	Phone # 773.735.0802

REPRESENTATIONS AND WARRANTIES

The information contained in this statement is provided for the purpose of obtaining or maintaining credit with the Bank on behalf of the undersigned or persons, firms, or corporations on whose behalf the undersigned may either severally or jointly with others execute a guaranty in the Bank's favor. Each undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that the Bank may consider this statement as continuing to be true and correct until a written notice of a change is given to the Bank by the undersigned. The Bank is authorized to make all inquiries deemed necessary to verify the accuracy of the statements made herein and to determine each undersigned's creditworthiness. The Bank is authorized to answer questions about their credit experience with the undersigned. The Bank may report information about each undersigned's account to credit bureaus. Late payments, missed payments, or other defaults on each undersigned's account may be reflected in their credit report.


NOTICE OF RIGHT TO APPRAISAL COPY: Applications submitted prior to January 18, 2014: You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish to obtain a copy, please write to us at the mailing address provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter, give us the following information: Loan or application number (if known), date of application, name(s) of loan applicant(s), property address, and current mailing address. Applications submitted on or after January 18, 2014 for credit secured by a first lien on a dwelling: We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

NOTICE OF RIGHT TO REASONS FOR ACTIONS TAKEN: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Compliance Officer at the bank address and phone number listed on the first page of this document within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

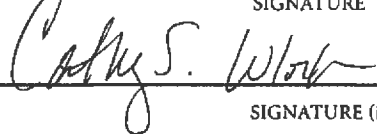
NOTICE TO MARRIED WISCONSIN APPLICANTS: No provision of any marital property agreement, unilateral statement under s.766.59, Wis. Stats., or court decree under s.766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050.

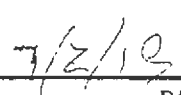
Section 1014 of Title 18 of the United States Code was amended to make it a federal crime for any person to knowingly make any false statement or report, or willfully overvalue any land, property or security for the purpose of influencing in any way the action of any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.



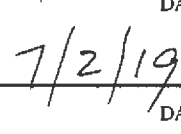
SIGNATURE



SIGNATURE (if joint statement)



DATE



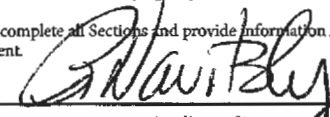
DATE

PERSONAL FINANCIAL STATEMENT

IMPORTANT: Read these directions before completing this statement.

- If you are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only Sections 1 and 3.
- If you are applying for credit with another person, complete all Sections and provide information in Section 2 about the joint applicant. If assets and liabilities are not jointly held, prepare a separate Personal Financial Statement and sign for joint intent.

We intend to apply for joint credit:


 Applicant Signature

 Co-Applicant Signature

- If you are applying for individual credit but are relying on income from alimony, child support, separate maintenance or on income or assets of another person as basis for repayment of the credit requested, complete all Sections. Provide information in Section 2 about the person whose alimony, support, or maintenance payments or income or assets you are relying on. Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
- If this statement relates to your guaranty of the indebtedness of other person(s), firm(s), or corporation(s), complete Sections 1 and 3.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, physical address, date of birth, taxpayer identification # and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know if additional information is required.

SECTION 1

SECTION 2

Name (Applicant) Ramona Navitsky				Name (Co-Applicant)			
Social Security # 157-56-2344		Date of Birth 09/28/57		Social Security #		Date of Birth	
Government ID: Type of ID, Issuance Date, Expiration Date, State Issued & ID #				Government ID: Type of ID, Issuance Date, Expiration Date, State Issued & ID #			
Drivers Lic	12/22/2016	09/28/2020	IL	N132-7335-7876			
Home Address (Street Address, City, State, Zip) 27 Forest Lane, South Barrington, IL 60010				Home Address (Street Address, City, State, Zip)			
Personal Phone # 312-543-1250		Business Phone # 312-543-1250		Personal Phone #		Business Phone #	
Business Email/Personal Email mgdinvestments@gmail.com				Business Email/Personal Email			
Employer Self Employed				Employer			
Employer Address 27 Forest Lane, South Barrington, IL 60010				Employer Address			
FOR WISCONSIN RESIDENTS ONLY. I am: <input type="checkbox"/> MARRIED <input checked="" type="checkbox"/> UNMARRIED <input type="checkbox"/> LEGALLY SEPARATED				FOR WISCONSIN RESIDENTS ONLY. I am: <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> LEGALLY SEPARATED			

SECTION 3 ASSETS*		AMOUNT	SECTION 2 LIABILITIES*		AMOUNT
CASH: (Schedule 1)	Bank		UNSECURED NOTES: (Schedule 8)	Bank	
	At Other Banks			At Other Banks	
SECURITIES: (Schedule 2)	Marketable		SECURED NOTES: (Schedule 8)	Bank	
	Non-Marketable			At Other Banks	
	Restricted or Control		OTHER NOTES & LEASES PAYABLE:		
LIFE INSURANCE CASH VALUE (Schedule 3):			CREDIT CARD BALANCES:		
INVESTMENTS: (Schedule 4)	Closely Held Companies		DUE TO BROKERS (Schedule 9):		
	Partnership Interests				
	Privately Owned Business				
REAL ESTATE: (Schedule 5)	Primary Residence	\$1,400,000.00	MORTGAGE LOANS: (Schedule 5)	Primary Residence	\$450,000.00
	Other Residences			Other Residences	
	Investment			Investment	
	Partial Interest			Partial Interest	
NOTES RECEIVABLE (Schedule 6):					
RETIREMENT ACCTS (Schedule 7):					
AUTOMOBILES:			OTHER LIABILITIES: (itemize below)		
OTHER PERSONAL ASSETS: (itemize below)					
TOTAL ASSETS			TOTAL LIABILITIES		
		SEE ATTACHED	NET WORTH (Total Assets Less Liabilities)		

*For married Wisconsin residents, include asset and liability information for each spouse.

CASH INCOME & EXPENDITURES

Statement for year ended: July 10, 2019

ANNUAL INCOME	AMOUNT	ANNUAL EXPENDITURES	AMOUNT
Salary (Applicant)		Federal Income and Other Taxes	
Salary (Co-Applicant)		State Income and Other Taxes	
Bonuses & Commissions (Applicant)		Maintenance	
Bonuses & Commissions (Co-Applicant)		Mortgage Payments: Residential	\$ 1,125.00
Rental Income		Investment	
Interest Income		Property Taxes: Residential	\$18,563.00
Dividend Income		Investment	
Capital Gains		Interest & Principal Payments on Loans	
Partnership Income		Investments (Including tax shelters)	
Other Investment Income		Alimony/Child Support	
Other Income (List)**		Tuition	
		Other Living Expenses	
		Medical Expenses	
		Other Expenses (List)	
TOTAL INCOME:		TOTAL EXPENDITURES:	

**Income from alimony, child support or separate maintenance need not be revealed if you do not choose to rely upon it as a basis for repaying this obligation.

CONTINGENT LIABILITIES:

	YES	NO	AMOUNT	IF YES, PLEASE EXPLAIN.
Are you responsible for payment of alimony or child support?		X		
Are you a guarantor, endorser or co-maker on any note?	X			ONLY THIS NOTE
Are you a defendant in any legal action or suit?	X			THE SUIT WAS DISMISSED WITH PREJUDICE ON 6/25/19
Do you have any letters of credit or surety bonds outstanding?		X		
Do you have any legal claims or judgments outstanding against you?		X		
Do you have any other tax obligations?		X		
Do you have an other contingent liabilities? (Itemize below or attach additional pages as needed.)				

Ramona Navitsky

Personal Financial Statement as of: _____

SCHEDULE 1 - CASH: Checkings, Savings, CDs & Money Market Funds

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT
BMO HARRIS	RAMONA NAVITSKY	CHECKING	\$ 6,754.47
BMO HARRIS	AJN FAMILY TRUST	CHECKING	\$ 48.92
BMO HARRIS	MGD INVESTMENTS	CHECKING	\$15,243.28

SCHEDULE 2 - INVESTMENTS: Listed Marketable Securities, Mutual Funds & ETFs

DESCRIPTION OF SECURITY (attach separate list if necessary)	REGISTERED IN NAME OF	WHERE HELD	RESTRICTED	NO SHARES	BOOK VALUE	MARKET VALUE	PLEDGED?/WHERE
	SEE ATTACHED						

SCHEDULE 3 - LIFE INSURANCE:

INSURANCE COMPANY	POLICY OF OWNER NAME OF INSURED	BENEFICIARY	POLICY FACE AMOUNT	POLICY LOANS	CASH VALUE	PREMIUM PAYMENTS	PLEDGED?/WHERE
	SEE ATTACHED						

SCHEDULE 4 - INVESTMENTS: Closely Held Companies, Non-Marketable Securities & Unlisted Securities

NAME OF COMPANY	REGISTERED IN NAME OF	NO. SHARES % OWNED	COST	DATE PURCHASED	MARKET VALUE	BALANCE DUE	PLEDGED?/WHERE
	SEE ATTACHED						

SCHEDULE 5 - REAL ESTATE OWNED:

DESCRIPTION AND ADDRESS	LEGAL OWNER	LENDER	% OWNED	YR ACQUIRED	PURCHASE PRICE	ORIGINAL MTG AMT	MARKET VALUE	MORTGAGE BALANCE
	SEE ATTACHED							

SCHEDULE 6 - NOTES RECEIVABLE:

DUE FROM	DUE TO	ORIGINAL AMT	PRESENT BALANCE	REPAYMENT	SECURITY HELD, IF ANY	DATE OF NOTE

SCHEDULE 7 - RETIREMENT ACCOUNTS: Pension, 401(K) & IRAs

NAME OF FINANCIAL INSTITUTION	TITLE OF ACCOUNT	TYPE OF ACCOUNT	AMOUNT
	SEE ATTACHED		

SCHEDULE 8 - NOTES & LEASES PAYABLE: Unsecured & Secured Including Mortgages

OWED TO (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

SCHEDULE 9 - CREDIT ACCOUNTS & LINES: Credit Cards, Credit Lines & Home Equity Lines

ISSUER (ACCOUNT #)	BORROWER	MATURITY	BALANCE	MONTHLY PAYMENT	RATE	SECURED BY

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Income tax returns filed through (date): YES NO
 Are any returns currently being Audited or contested?
 If yes, what year(s)?
 ALL RETURNED HAVE BEEN FILED THROUGH 2017. 2018 HAS BEEN EXTENDED
-
2. Have you or any firm in which you were a major owner ever declared bankruptcy? YES NO
 If yes, please provide details here:
-
3. Have you ever drawn a will? YES NO
 If yes, please furnish the name of the executor(s) and year will was drawn:
 EXECUTOR - DAWN SMYTH 8/12/2002
-
4. Have you ever had a financial plan prepared for you? YES NO
 MERRILL LYNCH
-
5. Do you anticipate any material changes to this statement, within one year of this date? YES NO
 If yes, please explain:

CONTACT INFORMATION

Name of Your Accountant CROWE, LLP	Phone # 312-899-7016
Name of Your Attorney QUARLES 7 BRADY, LLP - KIRK HOOPINGARNER	Phone # 312-715-5251
Name of Your Investment Advisor/Broker MERRILL LYNCH - KEN CANIGLIA	Phone # 312-696-2089
Name of Your Insurance Agent NORTHWESTERN MUTUAL - JERRY FAIGEN	Phone # 312-641-8987

REPRESENTATIONS AND WARRANTIES

The information contained in this statement is provided for the purpose of obtaining or maintaining credit with the Bank on behalf of the undersigned or persons, firms, or corporations on whose behalf the undersigned may either severally or jointly with others execute a guaranty in the Bank's favor. Each undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that the Bank may consider this statement as continuing to be true and correct until a written notice of a change is given to the Bank by the undersigned. The Bank is authorized to make all inquiries deemed necessary to verify the accuracy of the statements made herein and to determine each undersigned's creditworthiness. The Bank is authorized to answer questions about their credit experience with the undersigned. The Bank may report information about each undersigned's account to credit bureaus. Late payments, missed payments, or other defaults on each undersigned's account may be reflected in their credit report.

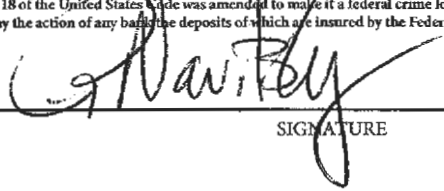
NOTICE OF RIGHT TO APPRAISAL COPY: Applications submitted prior to January 18, 2014: You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish to obtain a copy, please write to us at the mailing address provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter, give us the following information: Loan or application number (if known), date of application, name(s) of loan applicant(s), property address, and current mailing address. Applications submitted on or after January 18, 2014 for credit secured by a first lien on a dwelling: We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

NOTICE OF RIGHT TO REASONS FOR ACTIONS TAKEN: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Compliance Officer at the bank address and phone number listed on the first page of this document within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE TO MARRIED WISCONSIN APPLICANTS: No provision of any marital property agreement, unilateral statement under s.766.59, Wis. Stats., or court decree under s.766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050.

Section 1014 of Title 18 of the United States Code was amended to make it a federal crime for any person to knowingly make any false statement or report, or willfully overvalue any land, property or security for the purpose of influencing in any way the action of any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.



SIGNATURE

JULY 10, 2019

DATE

SIGNATURE (if joint statement)

DATE

Ramona Navitsky - Asset Schedule

7/10/19

ASSETS	Est. Value	Debt
HOME - 27 Forest Lane, South Barrington	\$1,400,000	\$450,000
Vehicles		
2014 Mercedes ML350	\$33,000	\$9,000
2012 Ford Escape	\$13,000	\$0
2015 Ford Escape	\$22,000	\$9,310
2000 Porsche Boxster S	\$20,000	\$0
Investment Accounts - Merrill Lynch (see attached schedule)	\$4,236,594.00	\$505,604.00
Life Insurance Policies		
Northwestern Mutual Life (See attached schedule)	\$1,289,675	
New York Life Insurance	\$18,980	

Entity	Ownership	Equity Interest		
MGD Investments, LLC	Heroic Investors, LLC	50%	\$100,000.00	Homewood-Chicago Heights Portfolio on Ridge Road
	Deerpath BW, LLC		\$50,000.00	Single Family Home Development
	Creekside Venture Inv.	25%	\$90,000.00	Shopping Center - Louisville, KY
	Harrison Street Venture	15%	\$0	Oak Park Portfolio
	James P Cole Venture, LLC	8%	\$56,100.00	18 acres Industrial Park
AJN Family Trust	SoDaug, LLC	16.67%	\$100,000.00	Coffee Franchise. 3 locations in GA
	Ivox	105,000 shares	\$100,000.00	
	Pacer Energy Marketing		\$50,000.00	Mineral Rights / OK wells

For best printing results, change page orientation to landscape.

Hello, RAMONA NAVITSKY

Last login: 06/21/2019 at 06:55 PM ET

All Accounts Total

\$4,236,591.12

+\$8,350.46 +0.20%

Dow 26,860.20 +76.71 +0.29% NASDAQ 8,202.53 +60.80 +0.75% S&P 500 2,993.07 +13.44 +0.45% 10 Year T-Note 2.06 +0.00 +0.34% Real-time quotes

Track your income and cash flow

[View Spending & Budgeting](#)

Provided by Bank of America, N.A.

Merrill Investment Accounts

As of 07/10/2019 06:44 PM ET [Customize](#)

Investment Accounts-Non Retirement

Greg 529 628-31791 | [Action](#)

[Quick view](#)

\$308.33
\$0.00 0.00%

Total: \$308.33

Investment Accounts-Retirement

Greg Roth 628-31784 | [Action](#)

[Quick view](#)

\$2,316.01
+\$7.18 +0.31%

Mona Regular IRA 628-31780 | [Action](#)

[Quick view](#)

\$1,217,987.69
+\$1,943.39 +0.16%

Mona Roth 628-31783 | [Action](#)

[Quick view](#)

\$563,485.42
+\$24.41 0.00%

Tony BDA IRA 628-31781 |

[Quick view](#)

Closed account

\$0.00
\$0.00 0.00%

IRA 628-34169 | [Action](#)

[Quick view](#)

Fund account

\$0.00
\$0.00 0.00%

Total: \$1,783,789.12

Estate Planning Services Accounts

Family Trust 628-31785 | [Action](#)

[Quick view](#)

Activity Center

Holdings	Inbox	Documents from Advisor 3
Account Activity	Statements	Pay Bills

[View your FICO® Score](#)

Provided by Bank of America, N.A.

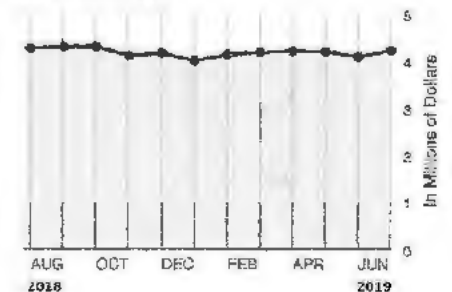
Home financing solutions designed for you

Discover how your Merrill advisor can help you pursue your homeownership goals.

[Learn more](#)

Combined Historical Total Value

At month's end



\$865,744.17
+\$2,452.39 +0.28%

Irrevocable Trust 628-31782 | [Action](#)

[Quick view](#)

\$638,793.68
+\$1,371.16 +0.22%

Mona Managed Trust 628-31778 | [Action](#)

[Hide quick view](#)

\$359,891.52
+\$587.26 +0.16%

Summary

Cash/Money Accounts	\$3,318.90	Available to Withdraw (Cash)	\$3,157.86
Pricad Investments	\$356,572.62		

Mona Trust 628-31788 | [Action](#)

[Quick view](#)

\$588,064.30
+\$1,964.67 +0.34%

Total: \$2,452,493.67

Merrill Investment Accounts Total

\$4,236,591.12
+\$8,350.46 +0.20%

[Reports: Prior-day close of business balance report \(PDF\)](#)

Credit & Lending Accounts

LMA Accounts

LMA 628-31786

[Hide quick view](#)

\$505,604.34

Summary As of 07/09/2019

Total Advance Value	\$668,861.41	
Outstanding Balances		
Revolving Line of Credit	\$505,604.34	
Total Loan Balance		\$505,604.34
Credit Available	\$63,057.07	
Cash Balance	\$0.00	

LMA Accounts Total: \$505,604.34*

*Credit & Lending accounts are not included in the total for all accounts.

Bank of America Accounts

Bank of America Asset Accounts

Daniel | [Action](#)

\$369.85

[View data as a table](#)

[Portfolio Review report \(PDF\)](#)

Combined Asset Allocation



[View data as a table](#)

[Redeem rewards](#)

Points

Please select your account to access the rewards page.

MERRILL+ Visa Signature - 8722

114,501

Notices & Documents

[Documents Vault](#)

[Trade Confirmations](#)

[Tax Documents](#)

[Shareholder Notices](#)

[More](#)

Asset Accounts Total: \$369.85*

Bank of America Liability Accounts

Bank of America Premium Rewards Visa Signature - 2314 Action	\$0.00
MERRILL+ Visa Signature - 8722	\$13,151.24
Home Equity Line of Credit - 1271	\$0.00
Mortgage - 9642	\$450,000.00
Mortgage Proposal - 0636	--

Liability Accounts Total: \$463,151.24*

*Bank of America accounts are not included in the total for all accounts.

Want to view a summary of all of your accounts?

It's simple: link your internal accounts, plus those at other firms, for a complete financial snapshot

[Add internal accounts](#)

[Add external accounts to My Financial Picture](#)

The data displayed is for informational purposes only. Your account statement is the official record of your holdings and balances.

Total represents the sum of all cash and cash equivalents including short positions with associated credit balances.

Fixed Annuities are classified as Fixed Income and Variable Annuities are classified as Equities. Life Insurance Products are classified as Other.

Note: Various factors, including unpriced securities and certain adjustments, holdings or activity, may cause report results to differ from actual performance. Report results may also differ from results reported by other Merrill Lynch services. Past performance does not guarantee future results. The Users Guide to Performance Reporting at Merrill Lynch can provide additional information about this report.

Insurance cash values and annuity contract values (if applicable) are used to calculate total value. These values are as of the close of business of the previous business day. Insurance cash values may not reflect immediately available funds due to loan balances and/or policy charges.

Annuity contract values may not reflect immediately available funds due to contract charges. Annuities and life insurance products are not held in your account. Their values are listed here for your convenience.

An allocation to alternative investments (AI) should only be presented to suitable clients, based on the client's investment objectives, risk tolerance, liquidity needs, and net worth (for some AI, net worth of \$5 million or more is required). AI may include, but is not limited to, managed futures, hedge funds, private equity, commodities, real estate, precious metals and structured products.

Specific investments available through the Merrill Lynch Alternative Investments Group require that the FA and client be pre-qualified.

Trust account balances, values, and activity are reported as of the close of the prior business day. Trades in trust accounts show as of settlement date and not while pending.

The Current Balance for Merrill Lynch credit card account(s) reflects all transactions since your last statement including purchases, adjustments, payments, cash advances and finance charges. The Current Balance is updated as of close of the prior day, excluding Sundays and legal holidays.

The credit card balance(s) is for information purposes only. It is not intended to be a substitute for the monthly statement ("Monthly Statement") you currently receive through the U.S. Mail or online. If there are any discrepancies between the information presented above and the information on your Monthly Statement the Monthly Statement is the official bank record of the transactions posted to your account.

The security price and market value shown is based on the latest available market data, which is delayed at least 20 minutes.

Banking products are provided by Bank of America, N.A. and affiliated banks. Members FDIC and wholly owned subsidiaries of Bank of America Corporation.

For checking, savings, and money market accounts, the balance may reflect transactions that have not yet posted to your

2019 - NAVITSKY LIFE INSURANCE SUMMARY

Insured	Account Number	Net Death Benefit	Annualized Premium	Last Dividend	Loans	Net Cash Value
Ramona M Navitsky	11400736	\$ 176,544.00	\$ 1,529.40	\$ 1,732.45	\$0.00	\$ 85,074.22
Ramona M Navitsky	15402197	\$ 518,378.00	Paid-Up	\$ 2,768.14	\$0.00	\$ 253,745.81
Ramona M Navitsky	12130526	\$ 94,753.00	\$ 762.36	\$ 727.66	\$0.00	\$ 35,954.60
Ramona M Navitsky	13843946	\$ 500,000.00	\$ 3,100.56	\$ 902.84	\$0.00	N/A
TOTALS		\$ 1,289,675.00	\$ 5,392.32	\$ 6,131.09	\$0	\$ 289,700.41

LONG Term Care

Insured	Account Number	Benefit	Annualized Premium	Last Dividend
Ramona M Navitsky	20633002	\$9,572.00	\$4,452.96	\$0.00



004160476
 NEW YORK LIFE
 PO Box 6916
 Cleveland, OH 44101-1916
 www.newyorklife.com

**New York Life Insurance Company
 Annual Policy Summary**

The Company You Keep®

of 3

Policyowner

Agent/Representative

THIS IS NOT A BILL



005278 17062104 009 02 2019

RAMONA M NAVITSKY
 27 FOREST LN
 S BARRINGTON, IL 60010-6173

CUSTOMER RELATIONS
 (800) 695-4331

DATE PREPARED: JAN 16, 2019

This annual summary highlights the financial activity for your policy during the period from **Jan 17, 2018** to **Jan 16, 2019**. All values quoted in this statement are applicable on the date the statement was prepared. Your future values may be higher or lower based on a number of factors including premium payments. If you have any questions, please contact one of our Customer Service Representatives at 1-800-695-9873.

Coverage	Insured:	RAMONA M NAVITSKY
	Policy Number:	36 703 888
	Policy Plan:	Life Paid Up at Age 65
	Base Plan Death Benefit:	\$10,000
	Policy Date:	Jan 16, 1979
	Premiums are Paid To:	Feb 16, 2019
	Check-O-Matic Premium:	\$14.70
	Annual Policy Premium:	\$164.90
Life Insurance Death Benefit	Total Death Benefit on Jan 16, 2019: (See Page 3 for details.)	\$19,419.29
Policy Cash Value *	Net Cash Value on Jan 16, 2019: (See Page 3 for details.)	\$9,258.98
Dividend Summary **	2019 DIVIDEND on Jan 16, 2019: (See Page 3 for details.)	\$8.90
Additional Benefits	Accidental Death Benefit Rider Disability Waiver of Premium Rider	\$10,000

During the past year, your Base Plan Guaranteed Cash Value increased \$200.00 from \$6,060.00 to \$6,260.00. In addition to this increase, your annual dividend was \$8.90.

For policy information and online service, please visit us at -----> www.newyorklife.com/vsc

Please refer to the Definition of Terms and other information on the reverse side of page 3.

* Any gain in the policy may be subject to taxation if it lapses or is surrendered.

** Dividends are not guaranteed and are subject to change by the insurer. Therefore, the dividend credited to your policy may be different than the dividends originally illustrated.

05098 5895158 008998 019966 00110002

167 BARRINGTON BANK & TRUST ANNUAL STATEMENT R-6807-003-001 12-31-15 PAGE 2994
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-31-15 PAGE NO. 1

 BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500
 201 S. HOUGH STREET INTEREST RATE 4.500000
 BARRINGTON, IL 60010

 FOR THE ACCOUNT OF: YTD INTEREST 7,368.75
 TOTAL PAYMENT AMOUNT 8,333.33

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 15 FOREST LN
 SOUTH BARRINGTON IL 60010-6173

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES					.00	.00
04/24/15	04/24/15	BAL INCREASE	150,000.00	150,000.00	.00	.00
05/22/15	05/22/15	PAYMENT	525.00	.00	525.00	.00
06/22/15	06/22/15	PAYMENT	581.25	.00	581.25	.00
07/22/15	07/22/15	PAYMENT	562.50	.00	562.50	.00
07/24/15	07/24/15	BAL INCREASE	150,000.00	150,000.00	.00	.00
08/24/15	08/22/15	PAYMENT	1,125.00	.00	1,125.00	.00
09/22/15	09/22/15	PAYMENT	1,162.50	.00	1,162.50	.00
10/22/15	10/22/15	PAYMENT	1,125.00	.00	1,125.00	.00
11/23/15	11/22/15	PAYMENT	1,162.50	.00	1,162.50	.00
12/22/15	12/22/15	PAYMENT	1,125.00	.00	1,125.00	.00
ENDING BALANCES				300,000.00		.00

167 BARRINGTON BANK & TRUST ANNUAL STATEMENT R-6807-003-001 12-30-16 PAGE 7872
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-30-16 PAGE NO. 1

 BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500
 201 S. HOUGH STREET INTEREST RATE 4.750000
 BARRINGTON, IL 60010

FOR THE ACCOUNT OF: YTD INTEREST 12,312.50
 TOTAL PAYMENT AMOUNT 8,333.33

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 575 W MADISON APT 2210
 CHICAGO IL 60661-2642

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES				300,000.00		.00
02/25/16	02/25/16	PAYMENT	2,325.00	.00	2,325.00	.00
03/22/16	03/22/16	PAYMENT	1,087.50	.00	1,087.50	.00
04/22/16	04/22/16	PAYMENT	1,162.50	.00	1,162.50	.00
05/23/16	05/22/16	PAYMENT	1,125.00	.00	1,125.00	.00
06/21/16	06/21/16	PAYMENT	100,000.00	100,000.00	.00	.00
06/22/16	06/22/16	PAYMENT	1,162.50	.00	1,162.50	.00
07/22/16	07/22/16	PAYMENT	737.50	.00	737.50	.00
08/02/16	08/02/16	BAL INCREASE	50,000.00	50,000.00	.00	.00
08/22/16	08/22/16	PAYMENT	900.00	.00	900.00	.00
09/22/16	09/22/16	PAYMENT	968.75	.00	968.75	.00
10/24/16	10/22/16	PAYMENT	937.50	.00	937.50	.00
11/22/16	11/22/16	PAYMENT	968.75	.00	968.75	.00
12/22/16	12/22/16	PAYMENT	937.50	.00	937.50	.00
ENDING BALANCES				250,000.00		.00

167 BARRINGTON BANK & TRUST ANNUAL STATEMENT R-6807-003-001 12-29-17 PAGE 15158
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-29-17 PAGE NO. 1

BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500 INTEREST RATE 5.500000
 9801 W HIGGINS RD SUITE 400
 ROSEMONT, IL 60018

FOR THE ACCOUNT OF: YTD INTEREST 14,771.35
 TOTAL PAYMENT AMOUNT 8,333.33

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 15 FOREST LN
 SOUTH BARRINGTON IL 60010-6173

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES				250,000.00		.00
03/03/17	03/03/17	PAYMENT	1,034.72	.00	1,034.72	.00
03/03/17	03/03/17	PAYMENT	1,022.57	.00	1,022.57	.00
03/09/17	03/09/17	BAL INCREASE	25,000.00	25,000.00	.00	.00
03/22/17	03/22/17	PAYMENT	966.49	.00	966.49	.00
04/24/17	04/22/17	PAYMENT	1,195.49	.00	1,195.49	.00
04/25/17	04/25/17	BAL INCREASE	25,000.00	25,000.00	.00	.00
05/22/17	05/22/17	PAYMENT	1,239.58	.00	1,239.58	.00
06/22/17	06/22/17	PAYMENT	1,291.67	.00	1,291.67	.00
07/24/17	07/22/17	PAYMENT	1,327.08	.00	1,327.08	.00
08/22/17	08/22/17	PAYMENT	1,356.25	.00	1,356.25	.00
09/22/17	09/22/17	PAYMENT	1,356.25	.00	1,356.25	.00
11/08/17	11/08/17	PAYMENT	1,312.50	.00	1,312.50	.00
11/17/17	11/17/17	FEE WAIVER	65.63	.00	.00	.00
		LATE FEE		65.63		
11/22/17	11/22/17	PAYMENT	1,356.25	.00	1,356.25	.00
12/22/17	12/22/17	PAYMENT	1,312.50	.00	1,312.50	.00
ENDING BALANCES				300,000.00		.00

167 BARRINGTON BANK & TRUST ANNUAL STATEMENT R-6807-003-001 12-31-18 PAGE 26695
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-31-18 PAGE NO. 1

BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500 INTEREST RATE 6.500000
 9801 W HIGGINS RD SUITE 400
 ROSEMONT, IL 60018

FOR THE ACCOUNT OF: YTD INTEREST 17,767.94
 TOTAL PAYMENT AMOUNT 2,500.00

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 15 FOREST LN
 SOUTH BARRINGTON IL 60010-6173

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES				300,000.00		.00
02/07/18	02/07/18	PAYMENT	1,437.50	.00	1,437.50	.00
02/22/18	02/22/18	PAYMENT	1,420.84	.00	1,420.84	.00
03/22/18	03/22/18	PAYMENT	1,283.33	.00	1,283.33	.00
04/23/18	04/22/18	PAYMENT	1,485.42	.00	1,485.42	.00
05/22/18	05/22/18	PAYMENT	1,437.50	.00	1,437.50	.00
06/22/18	06/22/18	PAYMENT	1,485.41	.00	1,485.41	.00
08/17/18	08/16/18	PAYMENT	1,516.67	.00	1,516.67	.00
08/30/18	08/30/18	PAYMENT	4,050.00	2,500.00	1,550.00	.00
09/24/18	09/22/18	PAYMENT	4,040.42	2,500.00	1,540.42	.00
10/22/18	10/22/18	PAYMENT	4,026.21	2,500.00	1,526.21	.00
11/23/18	11/22/18	PAYMENT	4,074.22	2,500.00	1,574.22	.00
12/24/18	12/22/18	PAYMENT	4,010.42	2,500.00	1,510.42	.00
ENDING BALANCES				287,500.00		.00

167 BARRINGTON BANK & TRUST ANNUAL STATEMENT R-6807-003-001 12-31-19 PAGE 26960
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-31-19 PAGE NO. 1

BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500 INTEREST RATE 5.750000
 9801 W HIGGINS RD SUITE 400
 ROSEMONT, IL 60018

FOR THE ACCOUNT OF: YTD INTEREST 17,579.25
 TOTAL PAYMENT AMOUNT 2,500.00

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 15 FOREST LN
 SOUTH BARRINGTON IL 60010-6173

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES				287,500.00		.00
01/22/19	01/22/19	PAYMENT	4,113.23	2,500.00	1,613.23	.00
02/22/19	02/22/19	PAYMENT	4,095.21	2,500.00	1,595.21	.00
03/22/19	03/22/19	PAYMENT	3,928.19	2,500.00	1,428.19	.00
04/22/19	04/22/19	PAYMENT	4,067.22	2,500.00	1,567.22	.00
05/22/19	05/22/19	PAYMENT	4,003.13	2,500.00	1,503.13	.00
06/24/19	06/22/19	PAYMENT	4,039.23	2,500.00	1,539.23	.00
07/31/19	07/31/19	PAYMENT	1,476.05	.00	1,476.05	.00
08/22/19	08/22/19	PAYMENT	3,985.50	2,500.00	1,485.50	.00
09/23/19	09/22/19	PAYMENT	3,953.12	2,500.00	1,453.12	.00
10/22/19	10/22/19	PAYMENT	3,831.88	2,500.00	1,331.88	.00
11/22/19	11/22/19	PAYMENT	3,828.68	2,500.00	1,328.68	.00
12/23/19	12/22/19	PAYMENT	3,757.81	2,500.00	1,257.81	.00
ENDING BALANCES				260,000.00		.00

167 BARRINGTON BANK & TRUST CO., N. A. ANNUAL STATEMENT R-6807-003-001 12-31-20 PAGE 22162
 LOAN YEAR-TO-DATE ACTIVITY AS OF 12-31-20 PAGE NO. 1

BARRINGTON BANK & TRUST CO., N.A. ACCOUNT NO. 00570018495 LOAN NO. 00001
 LOAN DEPARTMENT/847-842-4500 INTEREST RATE 4.250000
 9801 W HIGGINS RD SUITE 400
 ROSEMONT, IL 60018

FOR THE ACCOUNT OF: YTD INTEREST 11,608.05
 TOTAL PAYMENT AMOUNT 2,500.00

HEROIC INVESTORS LLC
 BRIEN P WLOCH
 RAMONA M NAVITSKY
 15 FOREST LN
 SOUTH BARRINGTON IL 60010-6173

POST DATE	EFF DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW
END OF PREVIOUS YEAR BALANCES				260,000.00		.00
01/22/20	01/22/20	PAYMENT	3,787.36	2,500.00	1,287.36	.00
02/24/20	02/22/20	PAYMENT	3,774.99	2,500.00	1,274.99	.00
03/23/20	03/22/20	PAYMENT	3,617.39	2,500.00	1,117.39	.00
04/22/20	04/22/20	PAYMENT	3,381.58	2,500.00	881.58	.00
05/22/20	05/22/20	PAYMENT	3,385.42	2,500.00	885.42	.00
06/22/20	06/22/20	PAYMENT	3,405.78	2,500.00	905.78	.00
09/10/20	09/10/20	PAYMENT	867.71	.00	867.71	.00
09/10/20	09/10/20	PAYMENT	3,396.63	2,500.00	896.63	.00
09/22/20	09/22/20	PAYMENT	3,393.09	2,500.00	893.09	.00
11/23/20	11/23/20	PAYMENT	850.00	.00	850.00	.00
11/27/20	11/24/20	PAYMENT	3,350.00	2,471.67	878.33	.00
12/09/20	12/09/20	FEE WAIVER	1.42	.00	.00	.00
		LATE FEE		1.42		
12/10/20	11/22/20	PAYMENT	28.33	28.33	.00	.00
12/24/20	12/23/20	PAYOFF	238,369.77	237,500.00	869.77	.00
ENDING BALANCES				.00		.00