

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

In re the Chapter 11 of)
)
Aref and Pauline Senno) No. 17-14412
)
Debtor(s).)

NOTICE OF MOTION

TO: All creditors and parties in interest listed on the attached Creditor Service List.

PLEASE TAKE NOTICE that on August 22, 2017 at 10:00 am, in Room 744 of the Dirksen Federal Building located at 219 S. Dearborn, Chicago, IL, I shall appear before Judge Barnes or whomever is sitting in his stead, and ask the Court to consider a request by the **Debtor to Sell Property Free and Clear of All Liens Under 11 U.S.C. 363(b) and (f)**.

/s/Ben Schneider
Schneider & Stone
8424 Skokie Blvd.
Suite 200
Skokie, IL 60077
Phone # 847-933-0300
ARDC # 6295667

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

In re the Chapter 11 of)
)
Aref and Pauline Senno) No. 17-14412
)
Debtor(s).)

**MOTION TO SELL PROPERTY FREE AND CLEAR OF ALL LIENS PURSUANT TO
11 U.S.C. 363(b) and (f)**

NOW COME the Debtors, Aref and Pauline Senno, by and through their Attorneys,
SCHNEIDER & STONE, for their **Motion to Sell Property Free and Clear of All Liens**

Under 11 U.S.C. 363(b) and (f). In support, they state as follows:

1. The Debtors filed this Chapter 11 case on 5/8/2017.
2. The Debtors currently own real estate located at 3036 W. Irving Park Rd., Chicago, IL, 60618, PIN # 13-13-326-036-0000, valued at approximately \$500,000, (the "Property").
3. The Property is encumbered by three liens, namely: a first lien belonging to Propel Funding Multistate, LLC for redemption of sold property taxes in the amount of \$8,240.63, a second lien belonging to Cook County for unpaid real estate taxes in the amount of approximately \$26,906.01; and a third lien held by the BCL-BF2, LLC ISAOA in the amount of approximately \$2,900,000.
4. The lien of BCL-BF2, LLC ISAOA is a cross collateralized lien also secured several other items of the Debtors' real and personal property itemized in the attached Forbearance Agreement. (See attached Forbearance Agreement).
5. As part of its plan to reorganize, the Debtors realize that they must divest themselves of some of this property and has found a buyer to pay \$500,000 for the Property. (See attached Contract for Sale) which is fair market value.

6. The Buyer has made a deposit of \$7,500, which is 1.5% of the purchase price, into an escrow account as earnest money.
7. The terms of the Contract for Sale are fair and reasonable under the circumstances.
8. It is in the best interest of the Debtors, and their creditors to have the Court approve the Contract for Sale and allow the Debtor to sell the Property to the Buyer.

WHEREFORE, the Debtors, Aref and Pauline Senno, pray that this Court enter an order:

- A. Approving the Contract for Sale under 11 U.S.C. 363(b) and (f); and
- B. Authorizing the Debtor to sell 3036 W. Irving Park Rd., Chicago, IL, 60618 to the Buyer; and
- C. Requiring that the liens currently secured by 3036 W. Irving Park Rd., Chicago, IL, 60618 attach to the proceeds from the sale of the Property in the same priority that they currently have; and
- D. For any other relief it deems fair and equitable under the circumstances.

Respectfully Submitted
By
Aref and Pauline Senno

/s/Ben Schneider
One of their Attorneys

Schneider & Stone
8424 Skokie Blvd.
Suite 200
Skokie, IL 60077
Phone # 847-933-0300
ARDC # 6295667



CHICAGO ASSOCIATION OF REALTORS®
APARTMENTS/INVESTMENTS PURCHASE AND SALE CONTRACT



This Contract is Intended to be a Binding Real Estate Contract Rev. 01/2012

1 **1. Contract.** This Apartment/Investments Purchase and Sale Contract ("Contract") is made by and between C. Alan Wildt and Margaret
2 Wildt ("Buyer") and OWNER OF RECORD ("Seller")
3 (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at:
4 3036 W. Irving Park Road Chicago IL 60618 ("Property").
5 (address) (city) (state) (zip)
6 Property P.I.N. #: 13-13-326-036-0000 Lot size: 3,896 Approximate square feet of Property: 3,600

7 **2. Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to
8 Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures
9 and Personal Property"):

- 10 Refrigerator Sump Pump Central air conditioner Fireplace screen Built-in or attached
- 11 Oven/Range Smoke and carbon monoxide Window air conditioner and equipment shelves or cabinets
- 12 Microwave detectors Electronic air filter Fireplace gas log Ceiling fan
- 13 Dishwasher Intercom system Central humidifier Firewood Radiator covers
- 14 Garbage disposal Security system (rental or own) (strike one) Attached gas grill All planted vegetation
- 15 Trash compactor Satellite Dish Lighting fixtures Existing storms Outdoor play set/swings
- 16 Washer Attached TV(s) Electronic garage door(s) and screens Outdoor shed
- 17 Dryer TV Antenna with remote unit(s) Window treatments
- 18 Water Softener LCD/plasma/multimedia equipment Tacked down carpeting Home
- 19 Stereo speakers/surround sound Other Equipment warranty (as attached)

20 Seller also transfers the following: TBD The following items are excluded: TBD

21 **3. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 500,000 ("Purchase
22 Price").

23 **4. Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with TBD
24 ("Escrowee"), initial earnest money in the amount of \$ 7,500 in the form of Direct Deposit ("Initial Earnest
25 Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or
26 before July 12th, 2017. The Initial Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR N/A % [percent]
27 of the Purchase Price ("Final Earnest Money") within N/A business days after the expiration of the Attorney Approval Period (as established in
28 Paragraph 14 of this Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge
29 and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon
30 between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

31 **5. Mortgage Contingency.** This Contract is contingent upon Buyer securing by 20 ("First Commitment Date") a firm
32 written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association,
33 bank, or other authorized financial institution, in the amount of (strike one) \$ _____ OR _____ % [percent] of the Purchase Price, the
34 interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____ % per year, amortized over _____ years, payable monthly, loan
35 fee not to exceed _____ %, plus appraisal and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required
36 Commitment has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as required by the
37 lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1)
38 If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date.
39 Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment
40 for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third
41 party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required
42 Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract
43 shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before
44 the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required
45 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3)
46 If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this
47 contract shall remain in full force and effect.

48 **6. Possession.** Seller agrees to surrender possession of the Property, subject to existing leases, on or before the Closing Date (as defined in
49 Paragraph 7 below). If possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ 200.00 per
50 day ("Use/Occupancy Payments") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date
51 Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date,
52 Buyer shall refund the portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller
53 shall deposit with Escrowee a sum equal to 2% of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession
54 Date, which sum shall be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the
55 Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession
56 Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy Payments up to and including the
57 date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of
58 payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the
59 Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then
60 Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee
61 shall be reimbursed from the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the Interpleader, and the
62 Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees,
63 costs, and expenses.

Buyer Initials: AW Buyer Initials: MAW

Seller Initials: AS Seller Initials: PS

64 7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and
65 escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to
66 August 31st, 2017, at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and
67 merchantable title prior to Closing.

68 8. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed
69 ("Deed") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any:
70 covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; existing leases and tenancies,
71 if any; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of
72 Closing.

73 9. **Real Estate Taxes.** Seller represents that the 2016 general real estate taxes were \$ TBD. General real estate taxes for the
74 Property are subject to the following exemptions (check box if applicable): Homeowner's. Senior Citizen's. Senior Freeze. General real
75 estate taxes shall be prorated based on (i) TBD % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
76 writing prior to the expiration of the Attorney Approval Period.

77 10. **Leases.** Seller shall deliver to Buyer a complete copy of all existing leases affecting the Property and a rent roll within 3 business days of the
78 Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at Closing in an assignment and
79 assumption agreement mutually agreeable to the Parties and (b) the present monthly gross rental income is \$ 0.
80 Seller shall notify Buyer, prior to Closing, of any (i) new leases; (ii) modifications or amendments to the existing leases; and (iii) changes in the
81 monthly gross rental income.

82 11. **Disclosures.** Buyer has received the following (check yes or no): (a) Illinois Residential Real Property Disclosure Report: Yes/ No; (b)
83 Heat Disclosure: Yes/ No; (c) Lead Paint Disclosure and Pamphlet: Yes/ No; and (d) Radon Disclosure and Pamphlet: Yes/ No.

84 12. **Zoning Certification.** If the Property is located in the City of Chicago and contains four dwelling units or less, Seller shall provide zoning
85 certification to Buyer at least 5 days prior to the Closing Date.

86 13. **Dual Agency.** The Parties confirm that they have previously consented to N/A ("Licensee") to act as Dual
87 Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by
88 this Contract.
89 Buyer Initials: _____ Seller Initials: _____ Seller Initials: _____

90 14. **Attorney Modification.** Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys
91 may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation
92 and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if
93 originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
94 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
95 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
96 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
97 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

98 15. **Inspection.** Within 14 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense
99 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
100 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each, an
101 "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,
102 plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in
103 operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer
104 shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector.
105 Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects
106 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer
107 agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
108 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written
109 notice to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE
110 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED
111 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

112 16. **General Provisions, Riders and Addendums.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN
113 SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES
114 THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS 1 RIDER A (list Rider
115 numbers here) AND ADDENDUM _____ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF
116 THIS CONTRACT.

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: AA Buyer Initials: MAW

Seller Initials: [Signature] Seller Initials: PS

117 OFFER DATE: July 10th 2017

ACCEPTANCE DATE: July 17, 2017 (Acceptance Date)

118 BUYER'S INFORMATION:

119 Buyer's Signature: [Signature]

120 Buyer's Signature: Margaret Wildt

121 Buyer's Name(s) (print): C. Alan Wildt and Margaret Wildt

122 Address: 20363 Garner Road

123 City: Virginia State: IL Zip: 62691

124 Office Phone: Home Phone:

125 Fax: Cell Phone: (217) 370-7540

126 Email Address: Jonathanwildt@gmail.com

127 The names and addresses set forth below are for informational purposes to change.

The names and addresses set forth below are for informational purposes only and subject only and subject to change.

129 BUYER'S BROKER'S INFORMATION:

130 Designated Agent (print): Eugene Ricciardi

131 Agent MLS Identification Number:

132 Brokerage Company Name: Ricciardi Donovan Realty Inc. MLS #

133 Office Address: 1200 Shermer Road, Suite 30

134 City: Northbrook State: IL Zip: 60062

135 Office Phone: 312 933-6115 Cell Phone:

136 Fax: 847-714-9834

137 Email: Gene@RDreatyInc.com

138 BUYER'S ATTORNEYS INFORMATION:

139 Attorney Name:

140 Firm:

141 Office Address:

142 City: State: Zip:

143 Office Phone: Cell Phone:

144 Fax:

145 Email:

146 BUYER'S LENDER'S INFORMATION:

147 Mortgage Broker's Name: N/A

148 Lender:

149 Office Address:

150 City: State: Zip:

151 Office Phone: Cell Phone:

152 Fax:

153 Email:

SELLER'S INFORMATION:

Seller's Signature: [Signature]

Seller's Signature: [Signature]

Seller's Name(s) (print): Aref Senno

Address: 800 W Diversey Pkwy

City: Chicago State: IL Zip: 60614

Office Phone: Home Phone:

Fax: Cell Phone:

Email Address:

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): Myra Nimchalyong 471.018194

Agent MLS Identification Number: 150754

Brokerage Company Name: D'Aprile Properties LLC MLS # 16240

Office Address: 1732 W Hubbard St #2A

City: Chicago State: IL Zip: 60622

Office Phone: 312-492-7900 Cell Phone: 773-575-2779

Fax: 312-492-7971

Email: myra@daprileproperties.com

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: John Zrnich

Firm: The Zrnich Law Group, P.C

Office Address: 1000 Skokie Blvd Ste 430

City: Wilmette State: IL Zip: 60091

Office Phone: 847-251-3301 Cell Phone:

Fax: 847-251-3305

Email: jzrnich@jazlegal.com

154 **GENERAL PROVISIONS**

155 **A. Prorations.** Rents, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits and required interest, if
156 any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but the
157 last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reappropriate taxes within 30 days after the bill on
158 the improved property becomes available.

159 **B. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

160 **C. Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a
161 Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other
162 exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance
163 due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller
164 shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and
165 notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of
166 the sale.

167 **D. Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The
168 mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or
169 commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by
170 regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals.
171 E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a copy of the e-mail notice is also sent by
172 regular mail to the recipient on the date of transmission.

173 **E. Disposition of Earnest Money.** ~~In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller.~~ If Seller
174 defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any
175 default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the
176 Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge and agree that if Escrowee is a licensed real estate
177 broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate
178 broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall
179 proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a
180 licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the
181 Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs,
182 including reasonable attorney's fees, related to the filing of the Interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the
183 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

184 **F. Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in
185 working order and will be so at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-
186 hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property
187 is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

188 **G. Insulation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the
189 Federal Trade Commission, and Rider 13 is attached.

190 **H. Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property
191 has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall
192 promptly notify Buyer of the Notice.

193 **I. Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a
194 title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company,
195 with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and
196 delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with
197 regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

198 **J. Survey.** At least 5 days prior to the Closing Date, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of
199 Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense.

200 **K. Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by
201 Buyer's mortgagee, or the title insurance company, for extended coverage.

202 **L. Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

203 **M. RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of
204 1974, as amended.

205 **N. 1031 Exchange.** The Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred
206 exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each party expressly agrees to cooperate with the other party in
207 connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party, including without limitation by executing any
208 and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to
209 carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.

210 **O. Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by
211 Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by
212 any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

213 **P. Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill of Sale to
214 Buyer.

215 **Q. Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to
216 Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that portion of the total cost
217 related to this violation that is below \$250.00.

218 **R. Time.** Time is of the essence for purposes of this Contract.

219 **S. Number.** Wherever appropriate within this Contract, the singular includes the plural.

220 **T. Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

221 **U. Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday, Wednesday,
222 Thursday, and Friday, and excluding all official federal and state holidays.

223 **V. Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by
224 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction
225 pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction
226 directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and
227 hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or
228 related to any breach of the foregoing representation and warranty.

229 **W. Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation
230 made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

231 **X. Original Executed Contract.** The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials: AW Buyer Initials: MAW

Seller Initials: [Signature] Seller Initials: P.S.

RIDER "A"

This Rider is made part of the Purchase and Sale Contract ("Contract") dated July 10, 2017 between C. Alan Wildt and Margaret Wildt ("BUYER") and Owner or Record ("Seller") for the purchase of Property known as 3036 W. Irving Park Road, Chicago, IL 60618. Notwithstanding anything to the contrary, in the event any inconsistencies between the contract and this Rider, this Rider shall prevail.

- 1) Within five (5) business days of the after the full execution date of the final execution and delivery of the Contract by both Seller and Buyer, Buyer shall deposit in escrow the sum of seventy five hundred dollars (\$7,500) as Earnest Money Deposit with the designated title company. All Earnest Money shall be refunded in its entirety on the next business day if Contract is rejected by the Seller.
- 2) Regarding the Due Diligence, noted as Inspection in Section 15, for the period noted in the contract to be 15 business days from a fully signed Contract, Buyer shall have the right, but not the obligation, to perform the below or additional procedures:
 - a. physical inspection of the Property.
 - b. investigation of all zoning, code, governmental requirements.
 - c. review title reports and surveys. Any agreements affecting property.
 - d. within seven (7) days after the date of final execution and delivery of the Contract, Seller shall provide Buyer with access to, and copies of, existing title policy, surveys, tax bills, building or zoning code violations and environmental reports.
 - e. buyer shall be allowed to conduct any and all inspections as deemed necessary.
 - f. at any time during the Inspection period it is determined by Buyer (at its sole discretion) that the Property is not satisfactory for purchase or operation for any reason, then Buyer may terminate the Contract without any obligation to Seller or Seller's Broker and the Earnest Money Deposit shall be returned in its entirety on the next business day.
- 3) Seller represents having no knowledge of or received any written notice from any association or governmental entity with respect to the Property (that shall survive the closing date) that the Property is free from:
 - a. zoning, building, fire or health code violations.
 - b. boundary line disputes or pending rezoning.
 - c. any pending condemnation or eminent domain proceedings.
 - d. easement or claims of easements not known on public record.
 - e. any hazardous waste on the Property.
 - f. any improvements to or pending to the Property not included in the determination of the most recent tax assessment.
- 4) During the Inspection period, Seller agrees not to negotiate with other potential buyers or accept another offer on the Property other than from Buyer, unless Buyer has opted to terminate the Contract.

Agreed to:

By: BUYER

Name: C. Alan Wildt

Title: owner

Date: 7/10/17

Margaret Wildt

By: SELLER

Name: Aref Senno

Title: Owner

Date: 07/14/17



FORBEARANCE AGREEMENT

This Forbearance Agreement (“Agreement”) is made as of December 31, 2015, by and among Aref Senno (“Aref”), Pauline Senno (“Pauline”), Aref Senno Trust dated July 17, 2009 (“Aref Trust”), Pauline Senno Trust dated July 17, 2009 (“Pauline Trust”) (together, Aref, Pauline, Aref Trust and Pauline Trust shall be referred to herein as the “Guarantors”), PAS Real Estate LLC – 308 West Indian Trail Road (“PAS-308”), PAS Real Estate LLC – 1460 West Larkin (“PAS-1460”), PAS Real Estate LLC – 2300 West Peterson (“PAS-2300”) (PAS-308, PAS-1460 and PAS-2300 are collectively referred to herein as the “Borrowers”) and BCL – Bridge Funding, LLC (the “Lender”) (Borrowers, Guarantors and Lender are sometimes referred to collectively herein as “the Parties”).

P R E A M B L E:

Reference is made to the loan documents and loans (individually a “Loan” and collectively the “Loans”) entered into by Borrowers with Devon Bank (the “Original Lender”) listed on Exhibit A attached hereto (together with all amendments and modifications thereto, the “Documents”):

Pursuant to the Documents, Original Lender made certain financing available to Borrowers. Borrowers are in default for failure to make payment (the “Existing Default”) under the Documents. Lender intends to purchase the Loans from Original Lender. Upon Lender’s purchase of the Loans from the Original Lender, Borrowers have requested the Lender to agree to forbear from exercising the Lender’s rights, remedies and powers against Borrowers as set forth in the Documents and under applicable law until the Forbearance Termination Date (as defined below). The Lender has agreed to forbear against Borrowers after the consummation of its purchase of the Loans from the Original Lender in accordance with this Agreement so long as, among other things, the Borrowers execute and deliver this Agreement and the other agreements, instruments, and documents contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof, the execution and delivery of this Agreement and the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

I. All capitalized terms used in this Agreement shall have the same meaning as in the Loan Agreement, unless those terms are otherwise defined in this Agreement. As used in this Agreement, the following terms shall have the following meanings:

- (A) “2300 Peterson Property” shall mean 2300 West Peterson Ave., Chicago, Illinois.
- (B) “2320 Peterson Property” shall mean 2320 West Peterson Ave., Chicago, Illinois.
- (C) “Accelerated Principal Payments” shall have the meaning set forth in Section 2(i)(h) of this Agreement.
- (D) “Additional Mortgages” shall mean mortgages against the 2320 Peterson Property, the Irving Park Property and the Wisconsin Property.
- (E) “Aurora Property” shall mean 308 West Indian Trail Road, Elgin, Illinois.

- (F) “Cook County Foreclosure” shall mean that certain foreclosure case filed by Original Lender against PAS-2300 and others as case number 2104CH13857 in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.
- (G) “Documents” shall have the meaning set forth in the Preamble to this Agreement.
- (H) “Elgin Property” shall mean 1460 West Larkin, Elgin, Illinois.
- (I) “Existing Default” shall have the meaning set forth in the Preamble to this Agreement.
- (J) “Extension Forbearance Payoff Amount” shall have the meaning set forth in Section 2(i)(f) of this Agreement.
- (K) “Extension Forbearance Term” shall mean the six (6) month period immediately following the expiration of the Initial Forbearance Term and ending March 31, 2017.
- (L) “Forbearance Termination Date” shall mean March 31, 2017 which is the date upon which the Extension Forbearance Term expires or such earlier date if a Forbearance Default shall have occurred prior to March 31, 2017.
- (M) “Forbearance Default” shall have the meaning set forth in Section 10 of this Agreement.
- (N) “Foreclosure Cases” shall have the meaning set forth in Section 2(i)(a) of this Agreement.
- (O) “Irving Park Property” shall mean 3036 West Irving park Road, Chicago, Illinois.
- (P) “Initial Forbearance Prepayment Amount” shall have the meaning set forth in Section 2(i)(d).
- (Q) “Initial Forbearance Term” shall mean the period of time from the date of this Agreement to and including September 30, 2016.
- (R) “Judgments” shall mean the judgments entered in each of the Foreclosure Cases.
- (S) “Kane County - Aurora Foreclosure” shall mean that certain foreclosure case filed by Original Lender against PAS-308 and others in Case No. 14CH1352, in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, State of Illinois.
- (T) “Kane County - Elgin Foreclosure” shall mean that certain foreclosure case filed by Original Lender against PAS-1460 and others in Case No.

14CH1351, in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, State of Illinois.

- (U) “Liabilities” shall mean all indebtedness and all other liabilities, indebtedness and obligations of each of the Borrowers to the Lender, howsoever created, arising or evidenced, whether now existing or hereafter arising, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, participation, operation of law, or otherwise, including, but not limited to, all liabilities, indebtedness and obligations of each of the Borrowers to the Lender pursuant to this Agreement, any letter of credit, any standby letter of credit or any of the Documents and reasonable outside attorneys’ and paralegals’ fees or charges relating to the preparation of this Agreement, the Documents and the enforcement of Lender’s rights, remedies, powers and security interests under this Agreement and the Documents, including, but not limited to, the drafting of any documents in the preparation and enforcement of the loans evidenced by the Documents.
- (V) “MRI Case” shall mean that certain case # 15L-50308 currently pending in the Circuit Court of Cook County, Illinois, Law Division filed by Original Lender against Guarantors.
- (W) “MRI Equipment” shall mean (1) ARIS II 03T Open Permanent Magnet Systems; and (2) Fast Scanning Package and MR (Angiography) Serial #C684, including 1 Extra Large Quad Flexible Spine and Body Coil, 1 Quad Shoulder Coil, 1 Quad Cervical Spine Coil, 1 Fatsep™ (Fat/Water Separation), 1 Echo Planar Imaging & Diffusion Weighted Imaging.
- (X) “Properties” shall mean, collectively, the 2300 Peterson Property, the 2320 Peterson Property, the Aurora Property, the Elgin Property, the Irving Park Property, and the Wisconsin Property.
- (Y) “Wisconsin Property” shall mean that certain property of approximately 110 acres located in Morse, Ashland County, Wisconsin.

2. In order to induce the Lender to (A) forbear from exercising the Lender’s rights, powers and remedies against Borrowers under the Documents and applicable law, and (B) enter into this Agreement, the Parties hereto agree as follows:

- (i) Borrowers shall:
 - (a) Execute and deliver a General Release in the form which is attached hereto as Exhibit “B”; and
 - (b) Beginning on January 31, 2016 and on the last day of each month thereafter through and including September 30, 2016, Borrowers shall pay to Lender an amount equal to \$19,500.00, which payments are

deemed interest payments and will not be applied by Lender to reduce the principal amount of the Loans. The payments made under this paragraph may be applied by Lender to the various Loans in Lender's sole discretion; and

- (c) As long as a Forbearance Default has not occurred, on or before the last day of the Initial Forbearance Term, in full satisfaction of all of the amounts due under the Documents, the Borrowers shall be entitled to pay Lender an amount equal to \$2,182,000.00 minus (i) any Accelerated Principal Payment (as defined below) previously made pursuant to this Agreement, plus (ii) a broker's fee of \$39,000.00 plus (iii) all Lender's attorney's fees, and Lender's costs incurred on or before the date such payment is made (the "Initial Forbearance Prepayment Amount"), plus (iv) all unpaid monthly payments under 2(i)(b) above through the end of the Initial Forbearance Term, which amount the Borrowers acknowledge is a substantially reduced amount of the balances due under the Documents and that such reduced amount is being offered in exchange for timely payment hereunder; and
- (d) If Borrowers have not paid Lender the Initial Forbearance Prepayment Amount on or before the expiration of the Initial Forbearance Term, Borrowers shall automatically have exercised the Extension Forbearance Term; provided, however, that there shall not be an Extension Forbearance Term unless the Borrowers make the final \$19,500.00 payment to the Lender on the date the Initial Forbearance Term expires. Beginning on October 31, 2016, and on the last day of each month during the Extension Forbearance Term, Borrowers shall pay to Lender an amount equal to \$20,000.00, which payments are deemed interest payments and will not be applied by Lender to reduce the principal amount of the Loans. The payments made under this paragraph may be applied by Lender to the various Loans in Lender's sole discretion; and
- (e) On or before the last day of the Extension Forbearance Term, in full satisfaction of all of the amounts due under the Documents, Borrowers shall be entitled to pay Lender the amount set forth on Exhibit "C" minus (i) any Accelerated Principal Payment (as defined below) previously made pursuant to this Agreement, plus (ii) a broker's fee of \$39,000.00 plus (iii) all Lender's attorney's fees,

and Lender's costs incurred on or before the date such payment is made (the "Extension Forbearance Payoff Amount"), which amount the Borrowers acknowledge is a substantially reduced amount of the balances due under the Documents and that such reduced amount is being offered in exchange for timely payment hereunder; and

- (f) Notwithstanding any of the above, in the event Borrowers do not pay Lender the Initial Forbearance Prepayment Amount or the Extension Forbearance Payoff Amount on or before the Forbearance Termination Date, the reduced amounts shall no longer be applicable and Borrowers shall be liable for all amounts due under the Documents and Judgments based on the amounts provided in Exhibit "D" (without any reductions as provided in subsection (c) or (e) above) and at the statutory post judgment interest rates, plus the \$39,000.00 broker's fee, plus all of Lender's legal fees and expenses; and
- (g) Upon the sale or refinance of any or all of the Properties or any portion thereof, Borrowers shall pay the net proceeds of such sale or refinance to Lender, and the net proceeds shall be applied by Lender to reduce the principal amount of the Loans (an "Accelerated Principal Payment"). The term "net proceeds" as used in this section shall mean (a) the gross sales price of any property, minus custom and reasonable closing costs, attorneys' fees, prorations and broker's fees; or (b) for a refinance, the gross refinance amount less any customary closing costs, attorneys' fees, tax payments, and loan broker fees; provided, however, (1) the net proceeds of a sale or refinance must be no less than 93% of the gross sales price of any such property being sold or refinanced; (b) no broker fee may be paid to the Borrowers, or any party related to the Borrowers; (c) attorneys' fees paid from any gross proceeds must be directly related to the closing of the sale of the property being sold or the refinance of the property being refinanced. Borrowers acknowledge that Lender must approve any sale or refinance and any closing statement prior to such sale or refinance; and
- (h) In addition to any agreements, documents and instruments described above, execute and deliver or cause to be executed and delivered to the Lender such other agreements, documents and instruments

required by and in form and manner satisfactory to the Lender to effectuate the terms of this Agreement; and

- (i) Upon Lender's request, Borrowers shall execute and deliver to Lender amendments to each of the mortgages and assignments of rents against the Properties and each of the promissory notes associated therewith to reflect the terms contained in this Agreement. In that regard, Borrowers agree that all references in the Documents to the "Lender" shall mean Lender as defined in this Agreement; and
- (j) Borrowers acknowledge and agree that in the event Borrowers prepay the principal of the Liabilities in full hereunder during the Initial Forbearance Term, that Borrowers must also pay interest through the end of the Initial Forbearance Term and that such interest is deemed earned on the first day of the initial Forbearance Term; and
- (ii) Borrowers shall not sell, transfer, assign, pledge or mortgage any property of any of the Borrowers (including, without limitation, the Properties), except in favor of the Lender or except as otherwise contemplated under this Agreement.
- (iii) Borrowers each acknowledge and agree that a default under any one of the Documents shall be deemed to be a default under all of the Documents and shall also be deemed to be a Forbearance Default hereunder regardless of whether the Loans are currently cross-defaulted or whether the Documents contain cross-default language. Borrowers acknowledge and agree that none of the Borrowers would be able to individually obtain the forbearance granted hereunder unless each of the Borrowers agreed to the modifications to the existing Documents as set forth herein. Additionally, Borrowers acknowledge and agree that in consideration of the accommodations made by Lender hereunder, each is responsible for the payment of each of the obligations hereunder, jointly and severally, and, further provided that the Borrowers acknowledge and agree that each of the Properties shall secure the repayment of all of the Liabilities. Lender agrees that (i) upon the sale or refinance of the Properties pursuant to the terms of Section 2(i)(g) of this Agreement, or (ii) the payment of Initial Forbearance Prepayment Amount or the Extension Forbearance Payoff Amount, as applicable, Lender shall release its lien on the applicable portion or all of the Properties.
- (iv) Notwithstanding anything else contained in the Documents, Borrowers acknowledge and agree that the Lender shall have no obligation to provide any loans or advances to Borrowers, make any financing available to Borrowers, or re-loan any portion of the principal amount of any of the Loans that have been paid or will at any time in the future be paid to the Lender by Borrowers or any other person or entity.

- (v) Guarantors shall execute and deliver the General Release attached hereto as Exhibit "B" and an agreed order of judgment in the MRI Case (the "MRI Agreed Order") in the form attached hereto as Exhibit "E".
- (vi) Borrowers and Guarantors shall execute and deliver or cause to be executed and delivered to Lender the Additional Mortgages, which shall include first mortgage against the 2320 Peterson Property, a first mortgage against the Irving Park Property and a first mortgage against the Wisconsin Property, as well as a collateral assignment of beneficial interest in the trust that owns the 2320 Peterson Property and the Irving Park Property.
- (vii) Borrowers shall pay for the cost and expense of Lender obtaining title insurance for the Additional Mortgages.
- (viii) Aref Trust and Pauline Trust shall execute and deliver to Lender continuing unconditional guaranties in form and substance acceptable to Lender.

3. So long as (A) no Forbearance Default has occurred; and (B) the Borrowers and Guarantors (i) each timely complies with all of their covenants and agreements contained in this Agreement and, (ii) each executes and delivers to the Lender, all of the agreements, instruments, and documents required to be delivered by each of them pursuant to this Agreement, and (iii) makes each of the payments required to be made to the Lender pursuant to this Agreement, the Lender agrees, except as otherwise provided in this Agreement, to forbear from taking any further action against the Borrowers and Guarantors with respect to the Existing Default for a period through and including the Forbearance Termination Date. Notwithstanding the above, Lender's agreement to so forbear shall have no force and effect and shall be deemed immediately null and void if either (I) any Forbearance Default occurs and/or any of the Borrowers or Guarantors fail to comply with or meet any of the requirements of clauses 3(i) through (iii) above; or (II) the Lender is required to return any monies received at any time or from time to time by the Lender from any person or entity with respect to the Liabilities due and owing the Lender by the Borrowers or Guarantors; or (III) except with the Lender's prior written consent, any of the Borrowers or Guarantors make an assignment for the benefit of creditors; provided, further, that the Lender may take any and all actions it deems reasonably necessary to protect its rights, remedies and powers with respect to Borrowers, the Guarantors, the Documents and applicable law against any action or proceeding taken by any third party not a party to this Agreement.

4. Borrowers and Guarantors each expressly acknowledge and agree that (A) the forbearance and payment described in Paragraph 3 of this Agreement constitutes good and valuable consideration to each of the Borrowers and Guarantors in exchange for Borrowers' and Guarantors' various covenants and agreements set forth in this Agreement; and (B) Borrowers and Guarantors have been represented and advised by counsel in connection with the execution and delivery of this Agreement and that such attorney has explained the terms and provisions of this Agreement to each of the Borrowers and Guarantors; and (C) the Lender's agreement to forbear pursuant to this Agreement terminates after the earlier of (i) the occurrence of a Forbearance Default; or (ii) the Forbearance Termination Date; and (D) unless Borrowers or Guarantors pay the Lender in full all of the Liabilities, immediately upon the earlier of (i) the occurrence of a Forbearance Default; or (ii) the Forbearance Termination Date, the Lender shall then have the ability to exercise all of its rights, remedies and powers pursuant to the Documents, the Judgments, and the MRI Agreed Order; and (E) no agreement or covenant of the Lender described in this Agreement shall have any further force and effect after the earlier of (i) the occurrence of a Forbearance Default; or (ii) the Forbearance Termination Date.

5. All of the pledges, assignments, transfers, conveyances, mortgages and grants of security interest of any property given to the Lender by each of the Borrowers and Guarantors pursuant to the Documents or any other agreement, instrument or document related to or contemplated by the Documents, shall and hereinafter do continue to constitute pledges, assignments, transfers, conveyances, mortgages and grants of security interest of property to secure all of the Liabilities, whether now existing or hereinafter arising, including, but not limited to, pursuant to the Documents, this Agreement, all agreements, documents and instruments contemplated or required pursuant to this Agreement and/or any of the other Documents.

6. Except as modified herein, Borrowers and Guarantors hereby (A) reaffirm and restate all of the covenants and agreements made by each of them in the Documents; and (B) reaffirm the validity and enforceability of each of the Documents; and (C) acknowledge, agree and confirm that this Agreement and the Documents executed by them are legal, valid, enforceable and binding upon each of them.

7. Borrowers and Guarantors each represent, warrant, acknowledge, agree and confirm that the amounts set forth on Exhibit "D", plus Lender's legal fees accurately reflect Liabilities of Borrowers and Guarantors due and owing to the Lender under the Documents and Judgments as of the date set forth on Exhibit "D".

8. Borrowers and Guarantors each agree to do such further acts and things and to execute and deliver to the Lender such additional assignments, agreements, powers, documents and instruments as the Lender may reasonably require or deem advisable to carry into effect the purposes of this Agreement, or to confirm onto the Lender its rights, powers and remedies under this Agreement, including, but not limited to, executing and delivering such amendments and/or restatements of the Documents required by the Lender and any additional pledge agreements or mortgages required by the Lender. Borrowers and Guarantors shall perform any and all acts requested by the Lender to establish, maintain and continue any security interest and liens given to the Lender, including but not limited to, executing or authenticating financing statements and such other instruments and documents when and as reasonably requested by the Lender. Borrowers and Guarantors hereby authorize the Lender through any of the Lender's employees, agents or attorneys to file any and all financing statements, including, without limitation, any continuations, transfers or amendments thereof required to perfect the Lender's security interest and liens in personal property under the applicable Uniform Commercial Code in effect without authentication or execution by Borrowers or Guarantors.

9. Each of the following acts, occurrences or omissions shall constitute a "Forbearance Default" under this Agreement:

(A) Default in payment when due of any of the payments required to be made to the Lender pursuant to this Agreement; or

(B) Any of the Borrowers or Guarantors shall default in the performance or observance of any term, covenant, condition or agreement on their part to be performed or observed under any of the Documents, this Agreement or any other agreement, document or instrument relating to or contemplated by this Agreement; or

(C) Any of the representations made by any of the Borrowers or Guarantors in this Agreement are false or misleading; or

(D) Any of the Borrowers or Guarantors are subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its or his debts as they mature or

makes an assignment for the benefit of creditors; or any of the Borrowers or Guarantors institute or consent to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or him or to all or any part of its or his property;

(E) Death or incapacity of any of the Guarantors;

(F) Any default or event of default (howsoever such terms are defined) shall occur or will occur following the giving of notice or the passage of time, or both, under any of the Documents other than the Existing Default;

(G) Any of the Borrowers or Guarantors objects, contests or in any way directly, or indirectly, delays the entry of the any of the Agreed Orders; or

10. Notwithstanding anything contained in this Agreement, any agreement, instrument or document relating to or contemplated by this Agreement or the Documents, following the Forbearance Termination Date or upon the occurrence and continuance of any Forbearance Default, and in every such event, (A) the Lender may, in its sole and arbitrary discretion, proceed to Sheriff's sale of the Properties and UCC sale of the MRI Equipment for which the Borrowers and Guarantors hereby waive any and all defenses and consent to the confirmation of such sales; and (B) exercise any right, remedy or power set forth in this Agreement, any other agreement, instrument or document relating or contemplated by this Agreement, the Documents and/or applicable law. If a Forbearance Default occurs, any action filed to collect amounts due under the Documents, or any reinstatement of any action to collect amounts due under the Documents or foreclose any of the Documents, shall be based upon the balances due under the Documents as of the date of this Agreement (as provided in Exhibit D), with statutory post judgment interest accruing from September 16, 2015, plus all legal fees and expenses (such amount is herein referred to as the "Documents Loan Balance"). In connection with the calculation of the amounts due after a Forbearance Default or the Forbearance Termination Date, all payments made hereunder shall be applied by Lender in its sole discretion to fees, expenses, interest or principal, regardless of how such payments may have been designated prior to such Forbearance Default or Forbearance Termination Date. The purpose of this provision is to allow the Lender to collect the full amount due under the Documents without any discount Lender received when it purchased the Loans, and with statutory post judgment interest as if this Forbearance Agreement did not exist. The Borrowers and Guarantors acknowledge and agree the Borrowers and Guarantors requested Lender to take a risk in purchasing the Loans and that Borrowers and Guarantors should not receive any of the benefits of this Forbearance Agreement unless they fully perform hereunder.

For purposes of clarity in the calculation of amounts due in the event of a Forbearance Default or the Forbearance Termination Date, guidance is provided by way of the following examples:

(a) if Borrowers sell one of the Properties with net proceeds paid to Lender of \$200,000 ("Example Proceeds"), paragraph 2(i)(g) above provides that the Example Proceeds are deemed an Accelerated Principal Payment that will reduce the amount Borrowers may pay under section 2(i)(c) and (e) above and Exhibit C if such payment is made prior to a Forbearance Default or the Forbearance Termination Date. However, if a Forbearance Default occurs subsequent to the payment of the Example Proceeds, the Lender may apply the Example Proceeds to fees, expenses, interest or principal of the Documents Loan Balance.

(b) Borrowers payments under 2(i)(b) and 2(i)(d) are deemed "interest" payments if made when due and as long as no Forbearance Default has occurred. However, in the event of a Forbearance Default

or the Forbearance Termination Date, the payments made under 2(i)(b) and 2(i)(d) may be applied by Lender towards fees, expenses, interest or principal of the Documents Loan Balance.

All provisions pertaining to any remedy of the Lender shall be and are severable and cumulative and in addition to all other rights and remedies available to the Lender, at law and in equity, any one or more may be exercised simultaneously or successively.

11. Borrowers and Guarantors each do hereby each release the Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Documents and any agreements, documents and instruments relating to the Documents and the administration of the Documents and the Liabilities, all indebtedness, obligations and liabilities of any of the Borrowers or Guarantors to the Lender and any agreements, documents and instruments relating to the Documents (collectively, the "Borrower Claims"), which any of the Borrowers or Guarantors now have against the Lender or ever had, or which might be asserted by their heirs, executors, administrators, representatives, agents, successors, or assigns based on any Borrower Claims which exist on or at any time prior to the date of this Agreement. The Borrowers and Guarantors expressly acknowledge and agree that they have been advised by counsel in connection with this Agreement and that they each understand that this paragraph constitutes a general release of the Lender and that they each intend to be fully and legally bound by the same. The Borrowers and Guarantors hereby waive any and all defenses any of them have against Lender in any manner whatsoever, including, but not limited to, relating to the Documents, the Liabilities, and the administration of the Documents, and the Liabilities as of the date hereof. The Borrowers and Guarantors further expressly acknowledge and agree that this general release and waiver shall have full force and effect notwithstanding the occurrence of a Forbearance Default pursuant to this Agreement.

12. Notwithstanding anything contained in this Agreement, this Agreement (A) does not in any manner constitute any waiver of either (i) any of the Lender's rights, remedies or powers pursuant to (a) the Documents, (b) any other agreement, document or instrument by and between either of the Borrowers or Guarantors on the one hand, and the Lender on the other hand, or given, transferred or assigned by either of the Borrowers to the Lender or (c) applicable law, or (ii) any default or event of default (howsoever such terms are defined) pursuant to the Documents, any agreement, instrument or document relating to or contemplated by this Agreement, and/or any guaranty of any of the Liabilities; or (B) is not to be construed as an agreement by the Lender to either forbear or allow cure periods at a later date not specifically provided for in this Agreement, any agreement, instrument or document relating to or contemplated by this Agreement or any other applicable agreement, document or instrument.

13. This Agreement shall be deemed a contract made under the internal laws of the State of Illinois and for all purposes shall be construed in accordance with the laws of the State of Illinois. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement. This Agreement and any agreement, document or instrument relating to or contemplated by this Agreement, may be executed by any party to this Agreement or any of such agreements, documents or instruments by original signature, facsimile and/or electronic signature. This Agreement shall be binding upon and inure to the benefit of the Lender,

Borrowers, Guarantors and their respective successors, heirs and assigns. None of the Borrowers or Guarantors shall assign any of their rights nor delegate any of their obligations under this Agreement without the prior written consent of the Lender and no such consent by the Lender shall, in any event, relieve Borrowers or Guarantors of any of their obligations under this Agreement. All payments received by the Lender pursuant to this Agreement shall be applied by the Lender toward the Liabilities in such order as the Lender, in its sole discretion, may from time to time elect. Except as specifically set forth in this Agreement, the Lender makes no covenants to Borrowers or the Guarantors, including, but not limited to, any other commitments to further forbear. In the event of any conflict between this Agreement and any of the Documents, or any agreement, instrument or document relating to or contemplated by this Agreement, this Agreement shall govern and control. All notices required or permitted to be given to or made upon any party hereto shall be made in accordance with the provisions of the Documents.

14. BORROWERS AND GUARANTORS EACH ACKNOWLEDGE THAT THIS AGREEMENT IS BEING SIGNED BY THE LENDER IN PARTIAL CONSIDERATION OF THE LENDER'S RIGHT TO ENFORCE THIS AGREEMENT AND ALL DOCUMENTS (INCLUDING BUT NOT LIMITED TO ALL AGREEMENTS, INSTRUMENTS, AND DOCUMENTS RELATED TO OR CONTEMPLATED BY THIS AGREEMENT), IN COOK COUNTY, ILLINOIS. EACH OF THE BORROWERS AND GUARANTORS CONSENT TO JURISDICTION IN THE STATE OF ILLINOIS AND VENUE IN ANY FEDERAL OR STATE COURT IN COOK COUNTY, ILLINOIS FOR SUCH PURPOSES AND THEY WAIVE ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND ANY OBJECTION THAT SAID COUNTY IS NOT CONVENIENT. BORROWERS AND GUARANTORS WAIVE ANY RIGHTS TO COMMENCE ANY ACTION AGAINST THE LENDER IN ANY JURISDICTION EXCEPT THE AFORESAID COUNTY AND STATE. THE LENDER, THE BORROWERS AND GUARANTORS HEREBY EACH EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY WITH RESPECT TO ANY MATTER WHATSOEVER RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ALL AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATING TO OR CONTEMPLATED BY THIS AGREEMENT, THE DOCUMENTS, THE LIABILITIES AND/OR THE TRANSACTIONS WHICH ARE THE SUBJECT OF THIS AGREEMENT AND THE DOCUMENTS.

15. BORROWERS AND GUARANTORS HEREBY EACH IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST ANY OR ALL OF THE BORROWERS AND GUARANTORS, JOINTLY AND SEVERALLY, FOR THE UNPAID LIABILITIES TO THE LENDER EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF THE 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 FORBEARANCE AGREEMENT AND ANY OF THE DOCUMENTS, 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. BORROWERS AND GUARANTORS WAIVE 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 THE LENDER MAY ELECT UNTIL ALL OF THE LIABILITIES HAVE BEEN PAID IN FULL. BORROWERS AND GUARANTORS HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH BORROWERS OR GUARANTORS MIGHT HAVE AGAINST ANY ATTORNEY ACTING UNDER

THE TERMS OF AUTHORITY WHICH BORROWERS AND GUARANTORS HAVE GRANTED HEREIN ARISING OUT OF OR CONNECTED WITH THE CONFESSION OF JUDGMENT HEREUNDER.

16. The Preamble shall be part of this Agreement as if it were fully set forth herein.

17. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall become effective on Lender's purchase of the Loans from Original Lender.


**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

SIGNATURE PAGE TO FORBEARANCE AGREEMENT

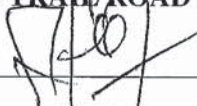
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written. Aref Senno ("Aref"), Pauline Senno ("Pauline") (together, Aref and Pauline shall be referred to herein as the "Guarantors"),

BORROWERS:

PAS REAL ESTATE LLC – 2300 WEST PETERSON

By: 
Name: _____
Title: _____

PAS REAL ESTATE LLC – 308 WEST INDIAN TRAIL ROAD

By: 
Name: _____
Title: _____

PAS REAL ESTATE LLC – 1460 WEST INDIAN

By: 
Name: _____
Title: _____

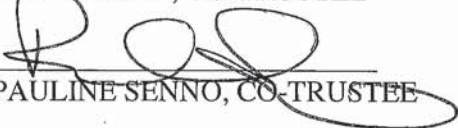
GUARANTORS:

By: 
Name: **AREF SENNO**

By: 
Name: **PAULINE SENNO**

AREF SENNO TRUST DATED JULY 17, 2009

By: 
Name: **AREF SENNO, CO-TRUSTEE**

By: 
Name: **PAULINE SENNO, CO-TRUSTEE**

PAULINE SENNO TRUST DATED JULY
17, 2009

By: 
ARON SENNO, CO-TRUSTEE

By: 
PAULINE SENNO, CO-TRUSTEE

LENDER:

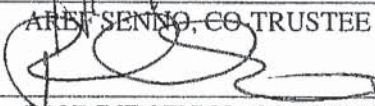
BCL-BRIDGE FUNDING LLC

By: _____

Title: _____

PAULINE SENNO TRUST DATED JULY
17, 2009

By: 
_____ ARDY SENNO, CO-TRUSTEE

By: 
_____ PAULINE SENNO, CO-TRUSTEE

LENDER:

BCL-BRIDGE FUNDING LLC

By: 

Title: member

EXHIBIT A

LOAN DOCUMENTS

NOTES AND MORTGAGES

1. Mortgage dated August 31, 1998 and modified September 29, 2003, August 25, 2008, January 6, 2009, and January 4, 2012, given by Aref Senno and Pauline Senno, recorded September 9, 1998, September 29, 2003, August 25, 2008, January 6, 2009, and January 4, 2012, respectively, at the office of the Cook County Illinois Recorder of Deeds, identified as Mortgage Document No.'s. 98803135, 0327233329, 0823833145, 0900633174, and 1200433011, respectively in the amount of \$311,000.00.
2. Promissory Note dated as of August 31, 1998 issued by Aref and Pauline Senno to Seller in the original principal amount of \$311,000.00.
3. Mortgage dated May 17, 2006 and modified July 20, 2011, September 13, 2011, and January 4, 2012, given by Aref Senno and Pauline Senno, recorded June 14, 2006, July 20, 2011, September 13, 2011, and January 4, 2012, respectively, recorded at the office of the Cook County Illinois Recorder of Deeds, as Document No.'s 0616517001, 1120112008, 1125612010, and 1200433010 in the amount of \$750,000.00.
4. Promissory Note dated as of May 17, 2006 issued by Borrower to Seller in the original principal amount of \$750,500.00.
5. Mortgage dated December 12, 2008 and modified March 7, 2014 and April 14, 2014, given by Aref Senno and Pauline Senno, recorded December 23, 2008, March 7, 2014 and April 14, 2014, respectively, at the office of the Cook County Illinois Recorder of Deeds, as document no.'s 0835833092, 1406642003, and 1410419221, respectively in the amount of \$337,500.00.
6. Mortgage dated December 12, 2008 and modified February 19, 2014 and April 16, 2014, given by Aref Senno and Pauline Senno, recorded December 11, 2008, at the office of the Kane County Illinois Recorder of Deeds, as Document No. 2008K094038 and modified by Documents No. 2014K8230 and 2014K17879, in the amount of \$337,500.00
7. Promissory Note dated as of December 12, 2008 issued by Borrower to Seller in the original principal amount of \$337,500.00
8. Mortgage dated December 1, 2009 and modified March 9, 2010, July 8, 2010, November 16, 2010, February 23, 2011, September 13, 2011, February 14, 2013, March 29, 2013, October 11, 2013, October 15, 2013, January 3, 2014, February 19, 2014, April 14, 2014, given by PAS Real Estate LLC-2300 West Peterson, recorded January 5, 2010, March 9, 2010, July 8, 2010, November 16, 2010, February 23, 2011, September 13, 2011, February 14, 2013, March 29, 2013, October 11, 2013, October 15, 2013, January 3, 2014, February 19, 2014, April 14, 2014, respectively, at the office of the Cook County Illinois Recorder of Deeds, as Document No.'s 1000533111, 1006833152, 1018933108, 1032004141, 1105411033, 1125612009, 1304533053, 1308833009, 1328415095, 1328833020, 1400333033, 1405045044, and 1410419220, respectively in the amount of \$650,000.00.
9. Promissory Note dated as of December 1, 2009 issued by Borrower to Seller in the original principal amount of \$650,000.00.

10. Mortgage dated November 28, 2011, given by PAS Real Estate LLC-2300 West Peterson, and recorded January 4, 2012, at the office of the Cook County Illinois Recorder of Deeds, as Document No. 1200433007, in the amount of \$400,000.00.
11. Promissory Note dated as of November 28, 2011 issued by Borrower to Seller in the original principal amount of \$400,000.00.
12. Mortgage dated October 14, 2009, given by Aref Senno and Pauline Senno, recorded on October 30, 2009, at the office of the Kane County Illinois Recorder of Deeds, as Document No. 2009K80708, and modified by Documents Nos. 2013K11704, 2013K23632, 2013K73665, 2013K74596, 2014K845, 2014K17880, in the amount of \$497,000.00,

ALL LOAN DOCUMENTS

1. Promissory Note 03/14/14 ASenno-PSenno to Devon Bank (AR-Orig Note 12/03/03) - \$250,000.00
2. Modification of Mortgage 03/14/14 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson Ave)
3. Business Loan Agmt 03/14/14 ASenno-PSenno to Devon Bank -
4. Promissory Note 01/14/14 ASenno-PSenno to Devon Bank (AR-Orig 12/03/03 and rollover) - \$250,000.00
5. Modification of Mortgage 01/14/14 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
6. LLC Resolution to Grant Collateral 01/14/14 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
7. Business Loan Agmt 01/14/14 ASenno-PSenno to Devon Bank
8. Promissory Note 10/14/13 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$250,000.00
9. Modification of Mortgage 10/14/13 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
10. Business Loan Agmt 10/14/13 ASenno-PSenno to Devon Bank
11. LLC Resolution to Grant Collateral 10/14/13 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
12. Promissory Note 07/14/13 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$250,000.00

13. Modification of Mortgage 07/14/13 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
14. LLC Resolution to Grant Collateral 07/14/13 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
15. Business Loan Agmt 07/14/13 ASenno-PSenno to Devon Bank
16. Certificate of Trust LLC Member 07/14/13 ASenno-PSenno-ASenno Trust and Devon Bank
17. Certificate of Trust LLC Member 07/14/13 ASenno-PSenno-PSenno Trust and Devon Bank
18. Promissory Note 05/01/13 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$250,000.00
19. Modification of Mortgage 05/01/13 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
20. LLC Resolution to Grant Collateral 05/01/13 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
21. Business Loan Agmt 05/01/13 ASenno-PSenno to Devon Bank
22. Certificate of Trust LLC Member 05/01/13 ASenno-PSenno-PSenno Trust and Devon Bank
23. Certificate of Trust LLC Member 05/01/13 ASenno-PSenno-ASenno Trust and Devon Bank
24. Promissory Note 02/01/13 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$250,000.00
25. Modification of Mortgage 02/01/13 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
26. LLC Resolution to Grant Collateral 02/01/13 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
27. Business Loan Agmt 02/01/13 ASenno-PSenno to Devon Bank
28. Certificate of Trust LLC Member 02/01/13 ASenno-PSenno-ASenno Trust and Devon Bank
29. Certificate of Trust LLC Member 02/01/13 ASenno-PSenno-PSenno Trust and Devon Bank
30. Promissory Note 11/01/12 ASenno-PSenno to Devon Bank - \$250,000.00
31. Modification of Mortgage 11/01/12 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
32. Promissory Note 06/01/10 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$650,000.00
33. Modification of Mortgage 06/01/10 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)

34. LLC Resolution to Grant Collateral 06/01/10 ASenno-PSenno-PAS Real Estate LLC-2300 W Peterson to Devon Bank
35. Business Loan Agmt 06/01/10 ASenno-PSenno to Devon Bank
36. Certificate of Trust LLC Member 06/01/10 ASenno-PSenno-ASenno Trust and Devon Bank
37. Certificate of Trust LLC Member 06/01/10 ASenno-PSenno-PSenno Trust and Devon Bank
38. Promissory Note 03/01/10 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$650,000.00
39. Modification of Mortgage 03/01/10 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
40. LLC Resolution to Grant Collateral 03/01/10 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
41. Business Loan Agmt 03/01/10 ASenno-PSenno to Devon Bank
42. Certificate of Trust LLC Member 03/01/10 ASenno-PSenno-ASenno Trust and Devon Bank
43. Certificate of Trust LLC Member 03/01/10 ASenno-PSenno-PSenno Trust and Devon Bank
44. Promissory Note 12/01/09 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$650,000.00
45. Certificate of Exemption 12/28/09 ASenno-PSenno to Devon Bank (2300 W Peterson)
46. Mortgage 12/01/09 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson) – not to exceed \$1,300,000.00
47. Assignment of Rents 12/01/09 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
48. LLC Resolution to Grant Collateral 12/01/09 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
49. Business Loan Agmt 12/01/09 ASenno-PSenno to Devon Bank
50. Certificate of Trust LLC Member 12/01/09 ASenno-PSenno-ASenno Trust and Devon Bank
51. Certificate of Trust LLC Member 12/01/09 ASenno-PSenno-PSenno Trust and Devon Bank
52. Promissory Note 12/01/08 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$650,000.00
53. Modification of Mortgage 12/01/08 ASenno-PSenno and Devon Bank (2300 W Peterson)
54. Business Loan Agmt 12/01/08 ASenno-PSenno to Devon Bank

55. Promissory Note 03/01/08 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$550,000.00
56. Modification of Mortgage 03/01/08 ASenno-PSenno and Devon Bank (2300 W Peterson)
57. Business Loan Agmt 03/01/08 ASenno-PSenno to Devon Bank
58. Promissory Note 12/01/07 ASenno-PSenno to Devon Bank (AR-Orig 12/01/03 and rollover) - \$550,000.00
59. Promissory Note 11/01/11 ASenno-PSenno to Devon Bank - \$559,453.62
60. Modification of Mortgage 11/01/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
61. LLC Resolution to Grant Collateral 11/01/11 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
62. Business Loan Agmt 11/01/11 ASenno-PSenno to Devon Bank
63. Commercial Security Agmt 11/01/11 ASenno-PSenno and Devon Bank
64. Promissory Note 08/01/11 ASenno-PSenno to Devon Bank - \$569,549.32
65. Modification of Mortgage 08/01/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
66. LLC Resolution to Grant Collateral 08/01/11 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
67. Business Loan Agmt 08/01/11 ASenno-PSenno to Devon Bank
68. Certificate of Trust LLC Member 08/01/11 ASenno-PSenno-ASenno Trust and Devon Bank
69. Certificate of Trust LLC Member 08/01/11 ASenno-PSenno-PSenno Trust and Devon Bank
70. Promissory Note 05/17/11 ASenno-PSenno to Devon Bank - \$581,719.00
71. Modification of Mortgage 05/17/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
72. LLC Resolution to Grant Collateral 05/17/11 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
73. Business Loan Agmt 05/17/11 ASenno-PSenno to Devon Bank
74. Commercial Security Agmt 05/17/11 ASenno-PSenno and Devon Bank
75. Certificate of Trust LLC Member 05/17/11 ASenno-PSenno-ASenno Trust and Devon Bank
76. Certificate of Trust LLC Member 05/17/11 ASenno-PSenno-PPSenno Trust and Devon Bank

77. Promissory Note 05/17/06 ASenno-PSenno to Devon Bank - \$750,000.00
78. Mortgage 05/17/06 ASenno-PSenno and Devon Bank (2300 W Peterson) – not to exceed \$1,500,000.00
79. Assignment of Rents 05/17/06 ASenno-PSenno and Devon Bank (2300 W Peterson)
80. Commercial Security Agmt 05/17/06 ASenno-PSenno and Devon Bank
81. Business Loan Agmt 05/17/06 ASenno-PSenno to Devon Bank
82. Promissory Note 11/01/11 ASenno-PSenno to Devon Bank - \$420,609.29
83. Modification of Mortgage 11/01/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
84. LLC Resolution to Grant Collateral 11/01/11 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
85. Business Loan Agmt 11/01/11 ASenno-PSenno to Devon Bank
86. Promissory Note 11/01/08 ASenno-PSenno to Devon Bank - \$444,051.51
87. Modification of Mortgage 11/01/08 ASenno-PSenno and Devon Bank (2300 W Peterson)
88. Promissory Note 08/01/08 ASenno-PSenno to Devon Bank - \$446,940.25
89. Modification of Mortgage 08/01/08 ASenno-PSenno and Devon Bank (2300 W Peterson)
90. Promissory Note 08/01/03 ASenno-PSenno to Devon Bank - \$498,276.12
91. Modification of Mortgage 08/01/03 ASenno-PSenno and Devon Bank (2300 W Peterson)
92. Promissory Note 08/31/98 ASenno-PSenno to Devon Bank - \$311,000.00
93. Mortgage 08/31/98 ASenno-PSenno and Devon Bank (2300 W Peterson)
94. Assignment of Rents 08/31/98 ASenno-PSenno and Devon Bank (2300 W Peterson)
95. Promissory Note 11/28/11 ASenno-PSenno to Devon Bank - \$400,000.00
96. Mortgage 11/28/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson) – not to exceed \$800,000.00
97. Assignment of Rents 11/28/11 PAS Real Estate LLC-2300 W Peterson and Devon Bank (2300 W Peterson)
98. LLC Resolution to Grant Collateral 11/28/11 ASenno-PSenno-PAS Real Estate LLC to Devon Bank
99. Business Loan Agmt 11/28/11 ASenno-PSenno to Devon Bank

100. Promissory Note 03/14/14 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$461,677.79
101. Modification of Mortgage 03/14/14 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
102. LLC Resolution to Grant Collateral 03/14/14 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
103. Business Loan Agmt 03/14/14 ASenno-PSenno to Devon Bank
104. Promissory Note 01/14/13 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$470,835.18
105. Modification of Mortgage 01/14/13 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
106. LLC Resolution to Grant Collateral 04/14/13 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
107. Business Loan Agmt 01/14/13 ASenno-PSenno to Devon Bank
108. Certificate of Trust LLC Member 01/14/13 ASenno-PSenno-ASenno Trust and Devon Bank
109. Certificate of Trust LLC Member 01/14/13 ASenno-PSenno-PSenno Trust and Devon Bank
110. Promissory Note 01/14/14 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$461,677.79
111. Modification of Mortgage 01/14/14 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
112. LLC Resolution to Grant Collateral 01/14/14 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
113. Business Loan Agmt 01/14/14 ASenno-PSenno to Devon Bank
114. Promissory Note 10/14/13 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$462,688.48
115. Modification of Mortgage 10/14/13 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
116. LLC Resolution to Grant Collateral 10/14/13 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
117. Business Loan Agmt 10/14/13 ASenno-PSenno to Devon Bank
118. Promissory Note 07/14/13 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$465,944.83

119. Modification of Mortgage 07/14/13 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
120. LLC Resolution to Grant Collateral 07/14/13 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
121. Business Loan Agmt 07/14/13 ASenno-PSenno to Devon Bank
122. Certificate of Trust LLC Member 07/14/13 ASenno-PSenno-ASenno Trust and Devon Bank
123. Certificate of Trust LLC Member 07/14/13 ASenno-PSenno-PSenno Trust and Devon Bank
124. Promissory Note 04/14/13 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$469,278.67
125. Modification of Mortgage 04/14/13 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
126. LLC Resolution to Grant Collateral 04/14/13 ASenno-PSenno-PAS Real Estate LLC-1460 West Larkin to Devon Bank
127. Business Loan Agmt 04/14/13 ASenno-PSenno to Devon Bank
128. Certificate of Trust LLC Member 04/14/13 ASenno-PSenno-ASenno Trust and Devon Bank
129. Certificate of Trust LLC Member 04/14/13 ASenno-PSenno-PSenno Trust and Devon Bank
130. Promissory Note 10/14/12 ASenno-PSenno to Devon Bank (AR-Orig 10/14/09 and rollover) - \$473,097.98
131. Modification of Mortgage 04/14/13 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
132. Business Loan Agmt 10/14/12 ASenno-PSenno to Devon Bank
133. Certificate of Trust LLC Member 10/14/12 ASenno-PSenno-PSenno Trust and Devon Bank
134. Promissory Note 10/14/09 ASenno-PSenno to Devon Bank - \$497,000.00
135. Mortgage 10/14/09 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin) – not to exceed \$994,000.00
136. Assignment of Rents 10/14/09 PAS Real Estate LLC-1460 West Larkin and Devon Bank (1460 W Larkin, Elgin)
137. LLC Resolution to Grant Collateral 10/14/09 ASenno-PSenno-PAS Real Estate LLC-1460 W Larkin to Devon Bank

138. Business Loan Agmt 10/14/09 ASenno-PSenno to Devon Bank
139. Certificate of Trust LLC Member 10/14/09 ASenno-PSenno-ASenno Trust and Devon Bank
140. Certificate of Trust LLC Member 10/14/09 ASenno-PSenno-PSenno Trust and Devon Bank
141. Promissory Note 12/12/08 ASenno-PSenno to Devon Bank - \$337,500.00
142. Mortgage 12/12/08 ASenno-PSenno and Devon Bank (2300 W Peterson) – not to exceed \$675,000.00
143. Mortgage 12/12/08 ASenno-PSenno and Devon Bank (308 Indian Trail, Aurora) – not to exceed \$675,000.00
144. Assignment of Rents 12/12/08 ASenno-PSenno and Devon Bank (2300 W Peterson)
145. Assignment of Rents 12/12/08 ASenno-PSenno and Devon Bank (308 Indian Trail, Aurora)
146. Business Loan Agmt 12/12/08 ASenno-PSenno to Devon Bank
147. Promissory Note 03/12/14 ASenno-PSenno to Devon Bank (AR-Orig 12/12/08 and rollover) - \$306,143.50
148. Modification of Mortgage 03/12/14 PAS Real Estate LLC-308 Indian Trail Road and Devon Bank (308 Indian Trail, Aurora)
149. Modification of Mortgage 03/12/14 PAS Real Estate LLC-2300 West Peterson and Devon Bank (2300 W Peterson)
150. Business Loan Agmt 03/12/14 ASenno-PSenno to Devon Bank
151. Promissory Note 12/12/13 ASenno-PSenno to Devon Bank (AR-Orig 12/1/208 and rollover) - \$306,725.95
152. Modification of Mortgage 12/12/13 PAS Real Estate LLC-308 Indian Trail Road and Devon Bank (308 Indian Trail, Aurora)
153. Modification of Mortgage 12/12/13 PAS Real Estate LLC-2300 West Peterson and Devon Bank (2300 W Peterson)
154. Business Loan Agmt 12/12/13 ASenno-PSenno to Devon Bank

EXHIBIT B

GENERAL RELEASE

RELEASE

This Release is made this 31st day of December 2015, by Aref Senno (“Aref”), Pauline Senno (“Pauline”), Aref Senno Trust dated July 17, 2009 (“Aref Trust”), Pauline Senno Trust dated July 17, 2009 (“Pauline Trust”), PAS Real Estate LLC – 308 West Indian Trail Road (“PAS-308”), PAS Real Estate LLC – 1460 West Larkin (“PAS-1460”), PAS Real Estate LLC – 2300 West Peterson (“PAS-2300”) (PAS-308, PAS-1460 and PAS-2300 are collectively referred to herein as the “Borrowers”) in favor of **BCL-BRIDGE FUNDING LLC**, an Illinois limited liability company (“BCL”), and **DEVON BANK** (“Bank”).

The undersigned have entered into a certain Forbearance Agreement (“**Agreement**”) with BCL of even date herewith. The execution and delivery of this Release is a condition precedent to the obligations of BCL under the Agreement.

In consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce BCL to execute the Agreement, each of the undersigned hereby agree as follows:

1. Each of the undersigned for and on behalf of itself and its successors and assigns (collectively, “**Borrower Parties**”) hereby releases and forever discharges BCL and all of its past, present or future directors, officers, employees, attorneys, agents and representatives, and any or all executors, administrators, predecessors, successors, owners, heirs or assigns of any of the foregoing (collectively, the “**BCL Related Parties**”), from any and all claims, actions, demands, damages, liabilities, debts, causes of action, either at law or in equity, and obligations of any kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, direct or indirect, matured, unmatured, contingent, liquidated, unliquidated or hereafter existing, and whether in tort, contract or otherwise, from the beginning of time to the date of this Release, by reason of any act, omission, event, representation, transaction, matter, cause or thing based on or related to the Property, the loan that is the subject of the Agreement or the loan documents that are listed in the Agreement (collectively, “**BCL Claims**”).

2. Borrower Parties hereby release and forever discharge Bank and all of Bank’s past, present or future directors, officers, employees, attorneys, agents and representatives, and any or all executors, administrators, predecessors, successors, owners, heirs or assigns of any of the foregoing (collectively, the “**Bank Related Parties**”), from any and all claims, actions, demands, damages, liabilities, debts, causes of action, either at law or in equity, and obligations of any kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, direct or indirect, matured, unmatured, contingent, liquidated, unliquidated or hereafter existing, and whether in tort, contract or otherwise, from the beginning of time to the date of this Release, by reason of any act, omission, event, representation, transaction, matter, cause or thing whatsoever including, without limitation, claims based on or related to the Property, the loan that is the subject of the Agreement or the loan documents that are listed in the Agreement (collectively, “**Bank Claims**”) (the Bank Claims and the BCL Claims shall hereinafter be referred to together as the “**Claims**”).


3. Borrower Parties, for and on behalf of itself, and its respective successors and assigns, represents and guarantees that it has not sold, assigned or transferred to any person any Claims.

4. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to constitute one instrument.

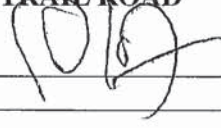
5. Terms used in this Release and not specifically defined herein shall have the meaning given such terms in the Agreement.

This Release has been executed on the day and year first written above.

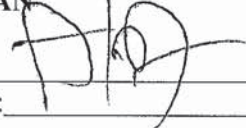
PAS REAL ESTATE LLC – 2300 WEST PETERSON

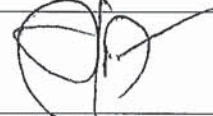
By: 
Name: _____
Title: _____

PAS REAL ESTATE LLC – 308 WEST INDIAN TRAIL ROAD


By: 
Name: _____
Title: _____

PAS REAL ESTATE LLC – 1460 WEST INDIAN

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

AREF SENNO

By: 
Name: _____
PAULINE SENNO

AREF SENNO TRUST DATED JULY 17, 2009

By: 
Name: _____
AREF SENNO, CO-TRUSTEE

By: 
Name: _____
PAULINE SENNO, CO-TRUSTEE

PAULINE SENNO TRUST DATED JULY 17, 2009

By: 
Name: _____
AREF SENNO, CO-TRUSTEE

By: 
Name: _____
PAULINE SENNO, CO-TRUSTEE

EXHIBIT C

CALCULATION OF EXTENSION FORBEARANCE PAYOFF AMOUNT

If Payment Made between October 1, 2016 and October 31, 2016: \$2,210,750.00

If Payment Made between November 1, 2016 and November 30, 2016: \$2,239,500.00

If Payment Made between December 1, 2016 and December 31, 2016: \$2,268,250.00

If Payment Made between January 1, 2017 and January 31, 2017: \$2,297,000.00

If Payment Made between February 1, 2017 and February 28, 2017: \$2,325,750.00

If Payment Made between March 1, 2017 and March 31, 2017: \$2,354,500.00

EXHIBIT D

CURRENT LOAN BALANCES (Excluding legal fees and litigation costs)

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$400,106.87; and
- b. the accrued and unpaid interest under the Note is \$62,064.65.

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$454,680.26; and
- b. the accrued and unpaid interest under the Note is \$70,652.02

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$306,143.50; and
- b. the accrued and unpaid interest under the Note is \$46,875.34.

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$250,000.00; and
- b. the accrued and unpaid interest under the Note is \$42,938.20.

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$332,370.96; and
- b. the accrued and unpaid interest under the Note is \$51,891.45.

As of September 16, 2015, the Judgment of Foreclosure reflects that:

- a. the unpaid principal balance of the Note is \$461,677.79; and
- b. the accrued and unpaid interest under the Note is \$79,625.88.

EXHIBIT E

AGREED MRI JUDGMENT ORDER

See attached

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BCL-BRIDGE FUNDING LLC, as assignee)
of Devon Bank,)
)
Plaintiff,) Case No. 15L-50308
)
vs.)
)
Aref Senno and Pauline Senno)
)
Defendants.)
)
)
)
)
)
)

AGREED FINAL ORDER OF JUDGMENT IN REPLEVIN

This cause coming to be heard on Plaintiff's motion to enter agreed order for judgment, with due notice given, and the Court being fully advised in the premises, it is hereby ordered:

1. The Plaintiff has a superior right to possession of the equipment which is more particularly described on Exhibit "1" attached hereto and made a part hereof.
2. The Sheriff of Cook County or such other officer to whom this is directed, having received, from Plaintiff or someone else on its behalf, a bond of sufficient security in double the value of the property described herein and valued at \$300,000.00, take the specified property of the Defendants that may be found in Cook County and described as set forth on Exhibit "1" attached hereto and deliver the same to the Plaintiff, BCL-Bridge Funding LLC and may use reasonable force to execute on this order.

3. Defendants having agreed that this is a final order, there is no right of the Defendants to post a bond and security in double the value of the property described herein and there shall be no further hearings as to the right to possession of the subject equipment.

4. Judgment is entered in favor of the plaintiff.

5. Plaintiff may file further motions for damages related to any property not delivered.

Order Prepared By:

Jamie L. Burns
Levenfeld Pearlstein, LLC
2 N. LaSalle St., Suite 1300
Chicago, IL 60602
Phone: (312) 346-8380
jburns@lplegal.com
Firm ID:

ENTERED:

JUDGE

Dated: _____

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE TO FOLLOW]**

[SIGNATURE PAGE FOR AGREED ORDER OF FINAL JUDGMENT IN REPLEVIN]

DEFENDANTS:

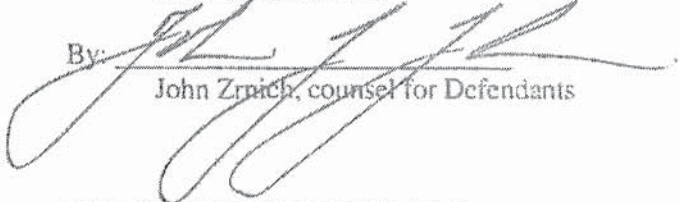
By: _____


AREF SENNO

By: _____


PAULINE SENNO

By: _____


John Zrnich, counsel for Defendants

PLAINTIFF:

BCL-BRIDGE FUNDING LLC

By: _____

Title: member

Jamie L. Burns
LEVENFELD PEARLSTEIN, LLC
Attorneys for Plaintiff
2 North LaSalle Street
13th Floor
Chicago, Illinois 60602
(312) 346-8380
jburns@llegal.com
Attorney No.

EXHIBIT "1"

LIST OF EQUIPMENT

ARIS ® II 03T Open Permanent Magnet Systems 2) Includes; Fast Scanning Package and MR (Angiography) Serial #C684, including 1 Extra Large Quad Flexible Spine and Body Coil, 1 Quad Shoulder Coil, 1 Quad Cervical Spine Coil, 1 Fatsep™ (Fat/Water Separation), 1 Echo Planar Imaging & Diffusion Weighted Imaging.