

ACE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

MAR X 2 2011
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JUDGE JOAN B. GOTTSCHALL
U.S. District Court Judge

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

and

MARION TOWNSON, PHYLLIS LOPEZ,
and RHONDA PORTER

Plaintiff-Intervenors

v.

INTERNATIONAL PROFIT
ASSOCIATES, INC.,

Defendant.

CIVIL ACTION NO. 01 C-442

JUDGE GOTTSCHALL

MAGISTRATE JUDGE
DENLOW

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff-Intervenors Marion Townson, Rhonda Porter, and Phyllis Lopez (hereinafter Townson, Porter, and Lopez are referred to collectively as "Intervenors") and Defendant International Profit Associates, Inc. (hereinafter referred to as "IPA"). (EEOC, Intervenors, and IPA are collectively referred to herein as "the Parties").

2. On June 12, 2001, EEOC initiated this action by filing its Complaint against IPA. EEOC filed a First Amended Complaint on March 1, 2004 and a Second Amended Complaint on November 4, 2004. EEOC alleges that since at least 1991 IPA violated Title VII of the Civil Rights Act of 1964, as amended, including, but not limited to, amendments authorized by the

Civil Rights Act of 1991, 42 U.S.C. §2000e et seq. ("Title VII"), by engaging in a pattern or practice of sexual harassment and sex-based harassment against a class of female employees of IPA and females who worked on the premises of IPA.

3. On June 14, 2010, with IPA's consent, the Court issued an order finding that IPA had engaged in a pattern or practice of tolerating sexual harassment against its female employees from November 25, 1997 to February 14, 2005.

4. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is

ORDERED, ADJUDGED AND DECREED THAT:

5. This Court has jurisdiction over the subject matter of this action and over the Parties for purposes of entering and enforcing this Decree and the Guaranty of Payment, attached hereto as Exhibit 3.

6. The terms of this Decree are adequate, fair, reasonable, equitable and just.

7. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

8. This Decree resolves all claims arising out of Charge Nos. 210984080, 210A00695, 210A203297, 210990213, 210A202117, and 210A201256 and the Complaints filed in this action by EEOC and Intervenors, and constitutes a complete resolution of all claims of

sexual harassment and sex-based harassment, from 1991 to the entry date of this Decree, under Title VII, that were made or could have been made by the Commission against IPA in this action. Upon entry of this Consent Decree, this case (No. 01 cv 4427) and related cases 02 cv 4281 and 02 cv 2790 are finally resolved within the meaning of the Federal Rules of Civil Procedure with the Court retaining jurisdiction to enforce the terms of this Decree. This Decree does not, however, resolve any charges that may be pending with EEOC other than the charges specifically referred to in this paragraph.

Scope of Consent Decree

9. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. This Decree shall apply to all IPA employees, including those who work both inside and outside of the Buffalo Grove, Illinois offices.

General Injunctive Provisions

10. Sexual Harassment. IPA and its officers, agents, management (including managers, directors, and supervisory employees), employees, successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from violating Title VII by discriminating against women on the basis of sex by sexually harassing female employees and/or harassing female employees on account of their sex, and/or creating, facilitating or permitting the existence of an environment that is sexually hostile to female employees.

11. Retaliation. IPA and its officers, agents, management (including managers, directors, and supervisory employees), employees, successors and assigns, and all those in active

concert or participation with them, or any of them, are hereby enjoined from violating Title VII by engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee of IPA or any person identified as a witness or potential witness in this case because he or she opposed any practice of sex discrimination, sexual harassment or sex-based harassment made unlawful under Title VII; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by IPA), proceeding, or hearing in connection with this case and/or relating to any claim or complaint of sex discrimination, sexual harassment or sex-based harassment; was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

Monetary Relief

12. IPA shall pay the gross aggregate sum of EIGHT MILLION DOLLARS (\$8,000,000.00) (hereinafter referred to as the "Settlement Fund") to be distributed as compensatory damages among all "Eligible Claimants" (as that term is defined in paragraph 20 herein), all in accordance with the provisions of this Decree.

Establishment of Settlement Fund and Payment Administrator

13. Contemporaneously with the entry of this Consent Decree by the Court, IPA shall cause to be established a Settlement Fund with an initial amount of THREE MILLION DOLLARS (\$3,000,000.00), to be administered by Settlement Services as Payment Administrator. The Payment Administrator shall have authority to receive monies from IPA, and to distribute those monies to Eligible Claimants (defined below) and Attorneys (identified in Exhibit 7) as provided by this Decree. IPA shall pay or cause to be paid at the Offices of the

Payment Administrator as subsequent payments to the Settlement Fund the following amounts on the following dates, with notice to EEOC:

On the first anniversary of the entry of this Consent Decree.....\$1,500,000.00

On the second anniversary of the entry of this Consent Decree.....\$1,500,000.00

On the third anniversary of the entry of this Consent Decree.....\$ 2,000,000.00

All payments into the Settlement Fund shall be made by electronic transfer of funds to a bank account designated by the Payment Administrator.

14. In the event that IPA shall for any reason whatsoever not pay or cause to be paid any of the payments to the Settlement Fund, or any part thereof, on the date said payment is scheduled to be made, subject to the Dispute Resolution provisions found in Paragraph 53 of this Consent Decree, then the obligation of IPA to pay all amounts then and thereafter due under this Decree shall be automatically accelerated, without further act or deed by any person, and without further notice to or order of the Court, so that the entire aggregate amount then remaining due and payable to the Settlement Fund shall be immediately due and payable to the Settlement Fund. Payment of future amounts, FIVE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00), to be paid, or caused to be paid, under this Consent Decree by IPA is guaranteed personally by John R. Burgess ("Burgess") as identified in the Guaranty of Future Payments annexed to this Consent Decree as Exhibit 3 and incorporated herein by reference. This Court shall retain jurisdiction under this Decree until all amounts due have been paid or caused to be paid.

15. To secure the payments to the Settlement Fund, EEOC shall have liens against the following real properties: 55 Wynstone, Barrington, IL 60010; 6652 Glen Harbor Way, Naples, FL 34119; 23740 Chardon Road, Grayslake, IL 60030. The terms of the liens are provided in the mortgages attached as Exhibits 4-6 hereto and incorporated herein by reference.

16. The obligation of IPA to pay all amounts then and thereafter due under this

is accelerated as provided in Paragraph 14 and shall
Decree shall also be automatically accelerated, without further act or deed by any person, and
without further notice to or order of the Court, so that the entire aggregate amount then or
thereafter remaining due and payable to the Settlement Fund, shall be immediately due and
payable to the Settlement Fund: (a) in the event that IPA files any proceedings under any federal
or state insolvency laws or regulations, (b) in the event that John R. Burgess files ~~or has~~
~~involuntarily filed against him~~ any proceedings under any federal or state insolvency laws or
regulations, (c) in the event that John R. Burgess is not in complete compliance with all of the
terms and conditions of his personal Guaranty of Payment of IPA's monetary obligations under
this Decree, or (d) in the event that a majority or controlling interest in IPA or its property is sold
or otherwise transferred whether by any sale of securities or other instruments, any
reorganization or liquidation, any restructuring, assumption or transfer of debt, or any sale of
assets, or by any other means.

17. The Settlement Fund shall be held by the Payment Administrator exclusively for
the benefit of the Eligible Claimants to receive monetary relief under this Decree and the
attorneys to receive the attorneys' fees specified below. Upon payment of the Settlement Fund
by IPA to the Payment Administrator, neither IPA nor any trustee, successor, assignee, or
creditor of IPA shall have any right, title, or interest whatsoever in or to the Settlement Fund, any
part of the Settlement Fund, or interest on the Settlement Fund, and none of them shall have any
right or authority to direct or control the Payment Administrator in any way. Any breach by the
Payment Administrator in distributing payments or any other duty shall not be a breach by IPA.
There shall never be any reversion of the Settlement Fund or any part of the Settlement Fund or
any interest on the Settlement Fund to IPA or any trustee, successor, assignee, or creditor of IPA.
The Settlement Fund shall be managed by the Payment Administrator so that it shall accrue

interest. IPA and EEOC shall timely execute and deliver all such further instruments and documents and take such further acts or deeds, and the Court may enter such further orders, as may be necessary or appropriate in order to enable the Payment Administrator to accept, maintain, manage and distribute the Settlement Fund as contemplated by this Decree.

Since IPA has no responsibility for the distribution of the Settlement Fund, the determination of Eligible Claimants or amount of payments to any Eligible Claimant, neither IPA nor any of the Guarantors shall have any liability for those acts, or payment from the Settlement Fund to any attorney entitled to payment under this Decree.

Distribution of Settlement Fund

18. The Settlement Fund shall be used solely to make payments to (a) women who are Eligible Claimants as that term is defined in Paragraph 20, below; and (b) the attorneys identified in Exhibit 7. No persons other than Eligible Claimants and the attorneys identified in Exhibit 7 shall receive any payments from the Settlement Fund.

19. Subject only to the approval of the Court, EEOC shall be the sole determiner of eligibility for relief under this Decree and the amount of monetary relief to be received by any Eligible Claimant under this Decree. IPA will not participate in or object to EEOC's determinations.

20. Eligible Claimants are defined as those individuals whom EEOC--acting in its discretion and based upon the evidence available to it which it deemed sufficient and appropriate--determined, during the course of this litigation, were individuals upon whose behalf EEOC was seeking monetary relief in this case, and whom EEOC identified to IPA as such during the course of this litigation, including Intervenor Townson, Porter, and Lopez.

21. Eligible Claimants do NOT include:

- A. Those individuals who advised EEOC that they did not want EEOC to seek any relief on their behalf or did not want to be a part of any class upon whose behalf EEOC was seeking relief;
- B. Those individuals whom EEOC advised were no longer eligible for relief because of their failure to appear for deposition or to otherwise cooperate in the litigation of this case by EEOC; and
- C. Those individuals with respect to whom the Court entered any order (whether on defendant's motion for summary judgment or motion to dismiss or otherwise) barring EEOC from seeking monetary relief on their behalf in this case.
- D. Notwithstanding C. above, EEOC has determined, based on the factors identified in paragraph 26 below, that Class Member Angela Stipe shall be considered an Eligible Claimant.

22. Acting in its discretion and subject only to final approval by the Court, EEOC shall exclusively determine the eligibility of claimants for relief under this Decree. In making such determinations, EEOC may consider whatever information or evidence EEOC deems appropriate, including, but not limited to, information or evidence received by EEOC in its investigation of the charges of discrimination underlying this action, and/or in connection with its litigation of this action. EEOC shall file, under seal, a final Settlement Distribution List, attached hereto as Exhibit 7, which shall contain (a) each Eligible Claimant's name; (b) the Final Gross Settlement Amount for each Eligible Claimant that is stated in the letter referred to in paragraph 28; (c) the amount of the Initial Payment to be made to that Eligible Claimant ("Initial Payment Amount"); and (d) the amount of each future anniversary payment to be made to that Eligible Claimant.

23. The Fund shall pay the following total amounts to Intervenor Townson's current and prior attorneys (at the following addresses) as attorneys fees and costs, in installments, as outlined in Exhibit 7:

\$138,000.00 to Dennis P.W. Johnson, Esq.
Pugh, Jones, Johnson & Quandt, P.C.
180 North LaSalle Street, Suite 3400
Chicago, Illinois 60601

\$64,000.00 to Laurie J. Wasserman, Esq.
Law Offices of Laurie J. Wasserman
Westmoreland Building
9933 Lawler Avenue, Suite 122
Skokie, Illinois 60077

\$18,000.00 to Edward J. Moran, Esq.
Law Offices of Edward J. Moran
330 N. Wabash, Suite 2604
Chicago, Illinois 60611

Within seven (7) calendar days of receipt of a General Release from Townson, the Payment Administrator shall pay the first installment to each of the Intervenor Townson's attorneys, as outlined in Exhibit 7. The Payment Administrator shall pay subsequent installments of the amounts specified in Exhibit 7 to each of the attorneys identified in Paragraph 23 in the same manner provided in Paragraph 29. Simultaneously, the Payment Administrator shall send to EEOC a copy of each check sent to each of the attorneys identified in Paragraph 23.

24. The Fund shall pay the following amounts to Ross Peters, Esq., counsel for Plaintiff-Intervenors Porter and Lopez and Class Member Jennifer Gerving (at the following address) as attorneys fees and costs, in installments, as outlined in Exhibit 7:

\$91,000.00 (for Rhonda Porter)

\$78,000.00 (for Phyllis Lopez)

\$42,667.00 (for Jennifer Gerving) to

Ross J. Peters, Esq.
Law Offices of Ross J. Peters, Ltd.
33 North County Street, Suite 402
Waukegan, Illinois 60085

Within seven (7) calendar days of receipt of a Release from Porter, Lopez and Gerving, the Payment Administrator shall pay the first installment to Peters, as outlined in Exhibit 7. The Payment Administrator shall pay subsequent installments of the amounts specified in Exhibit 7 to Peters in the same manner provided in Paragraph 29. Simultaneously, the Payment Administrator shall send to EEOC a copy of each check sent to Peters.

The Fund shall pay the following total amount to Ponticelli & Vito (at the following address):

\$3,500.00 to Ponticelli & Vito
Attention: James Vito, Esq.
1480 Renaissance Drive, Suite 209
Park Ridge, Illinois 60068

Within seven (7) calendar days of receipt of a Release from Class Member Marla Hartl, the Payment Administrator shall pay the entire amount of \$3,500.00 to Ponticelli & Vito. Simultaneously, the Payment Administrator shall send to EEOC a copy of the check.

Before or contemporaneously with the entry of this Consent Decree, the attorneys identified in Paragraphs 23-24 and their respective firms shall provide IPA with full and complete releases of attorneys' liens.

25. Claims of Deceased Persons. Monetary payments will be made on behalf of deceased claimants through representatives of their estate or next of kin if appropriate documentation (*e.g.*, letters testamentary or the equivalent), and a release indicating that the signatory is authorized to release the claims of the deceased person, is provided. No further documentation from Antonio Porter (on behalf of Intervenor Rhonda Porter) or from Annie Eichelburger (on behalf of Brittany Ingram) is necessary. Payments will be made directly to Antonio Porter individually and Annie Eichelburger individually. Any sums paid to any other

deceased claimant shall be made payable to the estate of the deceased claimant, or if no estate exists, to the decedent's next of kin.

26. Acting in its discretion and subject only to final approval by the Court, EEOC shall assign each Eligible Claimant to one of four "claimant tiers," defined by EEOC to reflect, in EEOC's sole discretion and judgment, approximately the relative severity of the Eligible Claimants' claims. In assigning Eligible Claimants among the "claimant tiers," EEOC will consider the following factors: (i) severity of harassment, (ii) duration of harassment, (iii) extent of harm, (iv) length of employment, (v) whether the Eligible Claimant complained to any supervisor, manager, or human resource representative at IPA regarding her allegations of sexual harassment, and (vi) whether, and if so, the extent to which the Eligible Claimant complained to EEOC and cooperated or participated in this litigation prior to entry of this Decree.

27. Acting in its discretion and subject only to final approval by the Court, EEOC shall determine the portion of each of the four payments to the Settlement Fund that will be allocated to each of the "claimant tiers" provided for by the immediately preceding paragraph. The amounts allocated to each of the "claimant tiers" will vary from other tiers both in gross aggregate amount and on a per capita basis. Within each "claimant tier," the amount of monetary relief to be received by each Eligible Claimant shall be equal and shall reflect the factors enumerated in paragraph 26, above. This Decree contemplates that there will be significant differences in amounts individually received by Eligible Claimants assigned to each tier as compared to those in other tiers.

28. Notification of Final Gross Settlement Amount and Release of Claims. Within twenty-one (21) days after entry of this Decree, the EEOC shall mail to each Eligible Claimant a letter notifying her of the gross amount of the payment to which such Eligible Claimant was

determined to be entitled, and the schedule of her payments, and further notifying each Eligible Claimant that in order to receive any monetary payments under this Decree, she must execute and deliver to EEOC a Release (a copy of which is attached hereto as Exhibit 2). In addition, Plaintiff-Intervenor Marion Townson shall execute and return a General Release Agreement to her counsel, who will send it to IPA. The General Release Agreement to be executed by Townson was the result of negotiations between IPA and Townson, who was represented by her own counsel. The EEOC did not take part in those negotiations and has not approved the General Release Agreement. Intervenor Townson shall sign the Settlement Distribution List to indicate that she has confirmed those amounts to be paid to Townson. By entry of this Consent Decree, the Court approves such amounts as well as the amounts stated in Paragraphs 23 and 24 above.

29. Distributions. On a rolling basis, EEOC shall provide the original signed releases to counsel for IPA, with copies thereof to the Payment Administrator. Within seven (7) calendar days of receipt of each such release, the Payment Administrator shall draw on the Settlement Fund checks in the amounts approved by the Court for the Initial Payment Amounts and the first payment to attorneys as specified in Exhibit 7, and shall mail by regular U.S. mail such checks to the addresses provided by each Eligible Claimant on her Release of Claims. Simultaneously, the Payment Administrator shall send to the EEOC a copy of each check. Within seven (7) calendar days of receipt of each anniversary payment made by IPA to the Settlement Fund, pursuant to Paragraph 13 of the Decree, the Payment Administrator shall draw on the Settlement Fund checks in the amounts specified in Exhibit 7 and approved by the Court for the applicable anniversary payment, and shall mail by regular U.S. mail such checks to the addresses for the Eligible Claimants provided to the Payment Administrator by the Eligible Claimants or the EEOC and to the attorneys at the addresses specified in Paragraphs 23-24 above.

Simultaneously, the Payment Administrator shall send to the EEOC a copy of each check. For each payment, the Fund Administrator will issue an IRS form 1099 to each claimant reflecting the amount paid to that individual. Eligible Claimants must advise the Payment Administrator of any changes of address.

30. With respect to the Initial Payment and all subsequent payments made by the Payment Administrator under this Decree, the Payment Administrator shall promptly notify EEOC in writing of any checks that are returned or are not cashed after a period of thirty (30) days has elapsed from the date on which the settlement checks were mailed by the Payment Administrator. EEOC may take, at EEOC's expense, further steps to reach those Eligible Claimants who did not receive and/or deposit their settlement checks. In the event that any portion of the Settlement Fund has not been distributed as required by this Decree after a period of three hundred (300) days has elapsed from the date on which the settlement checks were mailed by the Payment Administrator, then such remaining amounts from the Settlement Fund, including all accrued interest, shall be paid, at the direction of the EEOC, subject to such further orders as the Court may deem appropriate, for the benefit of a not-for-profit organization dedicated to women's workplace interests. EEOC shall determine the organization(s) to receive such funds, subject to Court approval, and shall so notify IPA's counsel. In no event shall there be any reversion of any part of the Settlement Fund to IPA.

31. All costs associated with the distribution of the Settlement Fund to Eligible Claimants shall be paid by IPA, including without limitation, all costs associated with the creation of the Settlement Fund; all postage costs related to the issuance and mailing of checks from the Settlement Fund; all costs relating to fees and expenses of the Payment Administrator, who will be paid his current hourly rate; and any costs and fees related to the collection of any

payment due to the Settlement Fund. Under no circumstances is IPA to be credited with any principal or interest from the Settlement Fund to pay any costs associated with the distribution of the Settlement Fund. The Payment Administrator shall maintain a separate accounting of such costs and shall assure that such costs do not reduce the payments to Eligible Claimants.

32. All amounts distributed from the Settlement Fund to Eligible Claimants constitute “compensatory damages,” under the Civil Rights Act of 1991, 42 U.S.C. §1981a. No payment made pursuant to this Decree shall constitute or be considered to be back-pay, and no taxes need to be withheld.

Non-Monetary Relief

33. IPA affirms and shall implement and maintain compliance with the following “Statement of Intolerance of Sexual Harassment”:

International Profit Associates, Inc. is firmly committed to developing and maintaining a policy of intolerance of sexual harassment and intolerance of retaliation against individuals who report sexual harassment in the company’s workplace; to swiftly and firmly responding to any acts of sexual harassment or retaliation of which the company becomes aware; to maintaining a disciplinary system that is designed to strongly deter future acts of sexual harassment or retaliation; to eradicating any vestiges of a work environment that is sexually hostile to women; and to monitoring its workplace in order to ensure tolerance, respect and dignity for all employees.

Creation and Function of Consent Decree Monitors

34. There shall be continuously during the term of this Consent Decree, a team of two (2) independent Consent Decree Monitors (the “Decree Monitors”) to oversee the implementation by IPA of the terms of this Decree. The Decree Monitors will operate as a team and will work together in their oversight of the implementation of this Decree, continuously mindful of their obligation to effectuate the purposes and intents of this Decree. The recommendations of the Decree Monitors shall reflect their consensus. The Monitors shall be

allowed to familiarize themselves with the allegations of this case by communicating with counsel for either party and/or reviewing documents provided by counsel of either party. Such documents may include, but are not limited to, all court filings associated with this litigation.

35. The Decree Monitors will have broad authority, for the entire term of the Decree, under Court supervision, to determine the policies, procedures and practices that should be developed, modified or implemented to meet the non-monetary relief objectives of this Decree and to otherwise monitor the implementation of the non-monetary relief terms and conditions of this decree. The Decree Monitors shall be Nancy B. Kreiter and George F. Galland, Jr., partner, Miner, Barnhill & Galland, P.C., both of Chicago, who shall serve together as a team, jointly responsible for the work of the panel and accountable to the Court. Because of their substantial experience, the Decree Monitors shall as far as practical avoid performing unnecessary or duplicative work under this Consent Decree. In the event a Decree Monitor is unable or unwilling to continue to serve as a Decree Monitor, EEOC shall, acting in its discretion, designate a replacement for that Decree Monitor, subject to Court approval. IPA shall not have any right to object to any successor Decree Monitor, and its approval of any such successor shall not be required; provided, however, that no successor Monitor will have any connection to the Parties, the claimants or this case, or have any conflicts with IPA or its business.

36. Within two (2) months after their appointment, the Decree Monitors will: (i) evaluate all existing employment policies, procedures and practices that are related to the objectives contained in the Statement of Intolerance of Sexual Harassment and all other terms and conditions of this Decree; and (ii) after consultation with EEOC and IPA, make recommendations for any changes to such existing policies, procedures and practices that the Decree Monitors believe are necessary or appropriate for achieving IPA's Statement of

Intolerance of Sexual Harassment, and for any other changes which the Decree Monitors believe are necessary to effectuate the purposes and intents of this Decree. The Decree Monitors shall report their findings and recommendations in writing to EEOC and IPA within four (4) months of the entry of this Decree; this first "interim" report to EEOC and IPA shall be confidential and shall not be submitted to the Court except as necessary or appropriate in connection with any subsequent application to the Court.

37. IPA shall promptly implement each recommendation of the Decree Monitors made at any time during the term of this Consent Decree, unless, within twenty-one (21) business days after receiving a recommendation, IPA files an objection with the Court that the Decree Monitors' recommendation, in whole or in part, would require IPA to apply what would be generally acknowledged to be manifestly unsound business judgment or would be generally acknowledged to be technically not feasible.

38. In the event that IPA files with the Court an objection to any of the Decree Monitors' recommendations, EEOC will participate in the proceedings with the Court, which shall be public proceedings. The Court, acting in its discretion, may order IPA to implement the Monitors' recommendation.

39. Within one (1) year after their appointment, the Decree Monitors shall complete their own review and evaluation of all current employment policies and practices that are related to the Statement of Intolerance of Sexual Harassment, and shall submit a written report (which shall be a public report) to EEOC, IPA and the Court setting forth the following information:

- A. an assessment of whether IPA maintains or has successfully implemented each specific policy and practice ordered in paragraph 50 below;
- B. for each policy, procedure or practice outlined in paragraph 50 below that

has not been maintained or successfully implemented, a statement discussing the reason for IPA's failure to maintain or implement such policy, procedure or practice;

- C. an evaluation of the impact of any specific changes made pursuant to this Decree;
- D. an assessment of the effectiveness of IPA's policies and practices for achievement of IPA's Statement of Intolerance of Sexual Harassment;
- E. recommendations for any changes to existing practices, policies or programs or any additional policies, practices or programs that the Decree Monitors deem necessary or appropriate for achieving IPA's Statement of Intolerance of Sexual Harassment and the terms of this Decree; and
- F. timetables for implementation and completion of compliance with any of their recommendations, subject to the terms of this Decree.

40. Thereafter, for the duration of the Decree, the Decree Monitors will be responsible for continuing the review and evaluation of all ongoing employment policies and practices of the Company relating to IPA's Statement of Intolerance of Sexual Harassment and the terms of this Decree, as well as monitoring the impact and effectiveness of their recommendations. The Decree Monitors will continue during this time to recommend revisions or modifications to ongoing employment policies and practices in order to achieve the Statement of Intolerance of Sexual Harassment and the terms of this Decree. At the end of each successive year, the Decree Monitors shall submit an annual public report to EEOC, IPA and the Court setting forth the information described in paragraph 39 herein.

- 41. IPA shall fully cooperate with the Decree Monitors in connection with their

efforts to oversee and monitor the implementation of the non-monetary relief objectives of the Decree, including providing reasonable access to all employees and relevant documents and other sources of information, in whatever form they are maintained in the ordinary course of business, as the Decree Monitors deem necessary or appropriate to the exercise of their authority. The Decree Monitors, as they deem necessary or appropriate, shall have reasonable access to all IPA facilities. The Decree Monitors, as they deem necessary or appropriate, but no less than annually, may interview IPA officers and employees at any level of the organization outside the presence of IPA management or counsel. IPA also agrees to provide the opportunity to any employee regardless of location to be able to have an interview with the Consent Decree Monitors if the employee so requests. The Decree Monitors shall use their discretion to hold any such interview in person or by telephone. The Decree Monitors shall make best efforts to minimize the disruption to the workplace during the course of their oversight. IPA shall facilitate the work of the Decree Monitors by providing prompt access to employees, documents, and information as requested by the Decree Monitors and by otherwise supporting and cooperating with the work of the Decree Monitors. Given the need of each Decree Monitor to review confidential business information of IPA, each Decree Monitor will sign an appropriate confidentiality agreement.

42. IPA shall be responsible for the implementation of all non-monetary relief under the terms of this Decree, except as otherwise provided herein. IPA shall not be precluded from developing and implementing its own programs relating to sexual harassment as it may find appropriate, subject to the approval of the Decree Monitors. In formulating their determinations and recommendations, the Decree Monitors will take such programs into account.

43. IPA shall, within no more than 30 (thirty) days of receipt of the Decree Monitors'

respective statements or bills, fully compensate all Decree Monitors at their full customary rates as may be from time to time in effect. IPA shall pay any and all reasonable costs and expenses of the Decree Monitors necessary or appropriate in the judgment of the Decree Monitors, acting in their discretion, to fulfill the work of the Decree Monitors. This may include, but is not limited to, the use of paralegals or additional staff to assist the Decree Monitors in accomplishing the goals of the Consent Decree.

Monitoring of Complaints

44. In addition to the functions and purposes described above, the Decree Monitors shall also have the responsibility for overseeing the investigation of all sexual and sex-based harassment and related retaliation complaints reported to IPA. The Decree Monitors may also receive such complaints directly from IPA employees.

45. IPA shall notify the Decree Monitors of all such complaints reported to IPA and shall transmit to the Decree Monitors all documentation of each such complaint reported to IPA as soon as practicable and, in any event, no later than the close of the next business day after IPA receives any such complaint.

46. IPA shall inform all employees of the appointment and function of the Decree Monitors, and each individual who makes a complaint (whether oral or written) to IPA shall receive, upon making a complaint, a written notice informing him/her of the existence and function of the Decree Monitors. Such notice shall provide the name, telephone number and address at which the Decree Monitors may be reached, and shall inform the complainant of his/her right to contact the Decree Monitors and to appeal IPA's findings and proposed remedial actions to the Decree Monitors.

47. The Decree Monitors will oversee the investigation and, where appropriate, may

make recommendations to IPA concerning the conduct of the investigation of each such complaint. IPA shall follow any recommendations made by the Decree Monitors concerning the conduct of the investigation. The Decree Monitors may also interview the complaining party, if the Decree Monitors deem it appropriate.

48. Upon completion of the investigation, IPA shall promptly prepare and provide the Decree Monitors with a copy of a written report summarizing the investigation undertaken and any remedial actions taken or proposed by IPA, and shall also promptly communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any, and shall further inform the complaining party of her right to appeal IPA's finding to the Decree Monitors.

49. If, upon receiving and reviewing an appeal from an individual complainant or upon its own initiative, the Decree Monitors believe that the remedial action proposed by IPA is inconsistent with IPA's Statement of Intolerance of Sexual Harassment or with the terms of this Decree, the Decree Monitors shall first attempt to resolve the disagreement with IPA. If IPA and the Decree Monitors are unable to reach a resolution of their disagreement to the satisfaction of the Decree Monitors, the Decree Monitors shall report to EEOC any such inconsistency. Except for communicating as may be necessary with IPA and EEOC, the Decree Monitors shall retain all information supplied by IPA relating to each complaint in strict confidence.

Specific Non-Monetary Relief

50. In order to effectuate the objectives embodied in IPA's Statement of Intolerance of Sexual Harassment and this Decree, IPA shall maintain or make whatever specific modifications are necessary to its existing policies, procedures and practices in order to ensure at a minimum that the following policies, procedures and practices are in effect:

A. Sexual Harassment Policy and Complaint Procedure. Within 45 (forty-five) days of entry of this Decree, IPA shall disseminate and maintain a sexual harassment policy and complaint procedure that:

1. provides examples to supplement the definitions of sexual harassment and sex-based harassment;
2. includes strong non-retaliation language with examples to supplement the definition of retaliation, and provides for substantial and progressive discipline for incidents of retaliation;
3. provides that complaints of sexual harassment, sex-based harassment and/or retaliation will be accepted by IPA in writing and orally;
4. provides a timetable for commencing promptly an investigation after a complaint is made or received and for remedial action to be taken promptly upon conclusion of an investigation;
5. indicates that, promptly upon the conclusion of its investigation of a complaint, IPA will communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any;
6. provides for substantial discipline, including termination and discipline short of termination – such as suspensions without pay -- as a possible consequence for violations of its sexual harassment policy;
7. provides its employees with convenient, confidential and reliable mechanisms for reporting incidents of sexual harassment, sex-based harassment and retaliation;
8. omits any reference to disciplining employees for “false” complaints of sexual harassment;

9. designates at least two employees from the department charged with investigating such issues as persons who may be contacted, and their names, responsibilities, work locations and telephone numbers shall be routinely and continuously posted in prominent and conspicuous locations throughout its facilities;
10. provides that in the event an employee has a complaint of sexual harassment against any officer or director of IPA, any person with any ownership interest in IPA, or any member of IPA's Human Resources Department, that IPA will employ an outside investigator who has not previously been employed by or associated with IPA in any capacity, who shall be subject to the approval of the Decree Monitors, to investigate the complaint of sexual harassment;
11. provides that IPA shall make best efforts to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of further incidents of sexual harassment, sex-based harassment and/or retaliation.
12. provides that for the duration of the Consent Decree, the Decree Monitors will monitor IPA's investigation and resolution of complaints alleging violations of IPA's sexual harassment policy. The Decree Monitors shall be identified in IPA's sexual harassment policy with their names and contact information, including phone numbers and email addresses, and the policy shall provide that employees can bring complaints of sexual harassment directly to the Decree Monitors; and
13. provides that for the duration of the Decree, individual complainants may appeal IPA's findings and remedial actions proposed or taken to the Decree Monitors in accordance with the procedures set forth in paragraphs 44-49 herein.

B. Policies Designed To Promote Supervisor and Managerial Accountability.

1. IPA shall impose substantial discipline -- up to and including termination, suspension without pay or demotion -- upon any supervisor or manager who engages in sexual harassment or sex-based harassment or permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. IPA shall communicate this policy to all of its supervisors and managers and shall include it in its written sexual harassment policy.
2. IPA shall advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's sexual harassment policy, and to report any incidents and/or complaints of sexual harassment, sex-based harassment and/or retaliation of which they become aware to the department charged with handling such complaints.
3. IPA shall link the handling of equal employment opportunity ("EEO") issues, including the prevention and eradication of sexual harassment, to the supervisor salary/bonus/promotion structure.

C. Training on Prevention and Eradication of Sexual Harassment.

1. For purposes of this Consent Decree, the phrase "sexual harassment training" means training designed and intended to further effectively the prevention and eradication of sexual harassment from the workplace and the remediation of the effects of sexual harassment, including, but not limited to, training of all employees, including senior managers, owners, and employees who reside outside of Illinois, regarding:

- (a) the obligation of managers and supervisors not to engage in sexual harassment themselves and to prevent and stop sexual harassment by others, including fellow managers and supervisors,
 - (b) the recognition of sexual harassment,
 - (c) the prevention of sexual harassment,
 - (d) the reporting and investigation of sexual harassment,
 - (e) the making and handling of complaints of sexual harassment,
 - (f) the discipline and treatment of individuals who engage in sexual harassment, and
 - (g) the provision of appropriate remedies to victims of sexual harassment.
2. Within two (2) months after appointment of the Consent Decree Monitors, the Consent Decree Monitors, as provided in paragraph 36, shall review and evaluate IPA's sexual harassment training for all employees of IPA (including all employees who work both inside and outside of the Buffalo Grove, Illinois offices), including all officers, managers, and supervisory personnel.
3. After the initial review, the Consent Decree Monitors shall determine whether, in their judgment, changes in the training are necessary or appropriate. If the Monitors determine that such changes are necessary or appropriate, IPA shall implement the necessary changes to the training, subject to the oversight and approval of the Monitors. If the Monitors determine that no changes are needed, IPA need not make any changes.
4. During the term of this Decree, the Consent Decree Monitors shall monitor the implementation of all the terms and conditions of this Decree relating to sexual

harassment training, and shall continuously assess whether in the Monitors' judgment the training is actually accomplishing the purposes and intents of this Decree. The Monitors shall have the authority to require revisions in the sexual harassment training and to require the delivery of additional sexual harassment training if, in their assessment, it is necessary or appropriate to accomplish the purposes and intents of this decree.

5. Within 90 days after dissemination of the Sexual Harassment Policy as provided for in paragraph 50, and subject to the oversight and approval of the Decree Monitors appointed under this Consent Decree, IPA shall cause to be conducted sexual harassment training for all employees of IPA (including all employees who work both inside and outside of the Buffalo Grove, Illinois offices), including all officers, managers, and supervisory personnel. Such training shall be conducted subject to the oversight and approval of the Decree Monitors and shall be designed and implemented to carry out the purposes of this Decree and the objectives outlined in Paragraph 50(C)(1) above.
 6. IPA shall in addition provide: mandatory annual refresher sexual harassment training to all employees, including all officers, managers and supervisors (including senior managers), and mandatory sexual harassment training to all new employees during employee orientation. The mandatory annual refresher sexual harassment training and the training for new employees during orientation shall be subject to the oversight and approval of the Decree Monitors.
- D. Restructure of Human Resources Department. For the duration of the Decree, IPA shall have an experienced human resources professional, subject to the approval of the Decree

Monitors, operate and manage its human resources functions (including without limitation those related to sexual harassment). Among his or her other duties, the human resources professional shall have primary responsibility for all EEO functions at IPA. In the event the human resources professional leaves the employment of IPA (voluntarily or involuntarily) during the duration of this Decree, IPA shall hire another experienced human resources professional, subject to the approval of the Decree Monitors and the restrictions noted above, to perform the human resources functions.

Posting of Notice

51. Within two (2) weeks after entry of this Decree, IPA shall post a notice in the form of Exhibit 1 attached to this Decree in prominent and conspicuous locations throughout its facilities. The notice shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging sex-harassment and/or sex-based harassment change during the term of the Decree such that the information contained on the Notice is no longer accurate, IPA shall immediately notify EEOC, who shall then prepare and deliver to IPA a new notice that contains the correct information. IPA shall thereupon promptly replace the old notices with the revised notices. Within two (2) weeks after entry of this Decree, IPA shall certify in writing to EEOC that the Notice has been posted, and shall inform EEOC of the locations where it has been posted.

52. IPA shall provide a copy of the Decree to any employee who requests one.

Dispute Resolution

53. In the event that any Party to this Decree believes that another Party has failed to comply with any provision(s) of the Decree, the complaining Party shall notify the alleged non-complying Party in writing of such non-compliance and afford the alleged non-complying Party

ten (10) business days to remedy the non-compliance or satisfy the complaining Party that the alleged non-complying Party has complied. If the alleged non-complying Party has not remedied the alleged non-compliance or satisfied the complaining Party that it has complied within ten (10) business days, the complaining Party may apply to the Court for appropriate relief. In the event that, upon the expiration date of this Decree, a dispute is pending pursuant to this paragraph, then the term of this Decree shall be extended, with respect to the issue in dispute only, until such time as such dispute is resolved by the Parties or the Court.

Enforcement of Decree

54. EEOC and IPA will make best efforts to effectuate the terms of this Decree.

55. EEOC, IPA, and the Decree Monitors shall each have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree and may take appropriate measures to effectuate enforcement of this Consent Decree and any of its terms or provisions.

56. Eligible Claimants other than Intervenor (solely with respect to their individual monetary relief), shall have no independent right to enforce any of the terms of this Decree. Nothing in this Decree is intended to confer upon any person other than EEOC, Intervenor (solely with respect to their individual monetary relief), IPA, and the Decree Monitors the right to seek enforcement of this Consent Decree or of any of the terms contained herein.

57. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

Confidentiality

58. Except as required by law, EEOC and IPA shall keep confidential the Distribution Amount that each Eligible Claimant received.

Costs

59. Except as provided in Paragraphs 23, 24, and 31, each Party shall bear its own costs and attorneys' fees associated with this litigation, and no Party shall seek reimbursement for any outstanding litigation costs.

Other General Provisions

60. Computation of Time Periods. In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure.

61. Counterparts. This Decree may be executed in one or more counterparts, and each executed copy shall be deemed an original which shall be binding upon all parties hereto.

62. Persons Bound By Decree. The terms of this Consent Decree are and shall be binding upon the Parties, and upon all of their present and future representatives, agents, directors, officers, assigns and successors (partial or complete).

63. Notices. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sent by first class mail or email to the following persons:

For EEOC:

Jeanne B. Szromba, Esq.
Ann M. Henry, Esq.
EEOC
500 W. Madison St., Suite 2000
Chicago, Illinois 60661
jeanne.szromba@eeoc.gov
ann.henry@eeoc.gov

For Intervenor Townson:

Dennis P.W. Johnson, Esq.

For IPA:

John Burgess
International Profit Associates, Inc.
1250 Barclay Boulevard
Buffalo Grove, Illinois 60089

and

Ronald L. Bell
Ronald L. Bell & Associates, P.C.
1275 Barclay Blvd., Suite 100

Pugh Jones Johnson & Quandt, P.C.
180 N. LaSalle Street, Suite 3400
Chicago, IL 60601
djohanson@pjjq.com

Buffalo Grove
Chicago, Illinois ~~60602~~ 60089
mcherry@cherry-law.com
r1bellawyer@aol.com

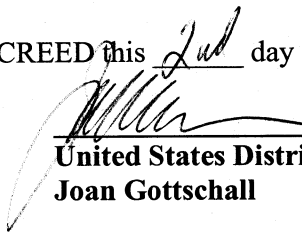
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Any Party may change such addresses by written notice to the other Parties, setting forth a new address for this purpose.

2. Construction. The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one party rather than another.

3. Integration. This Decree constitutes the entire agreement among the Parties with respect to the matters discussed herein and it supersedes all negotiations, representations, comments, contracts, and writings prior to the date of this Consent Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by EEOC and IPA and approved and ordered by the Court.

SO ORDERED, ADJUDGED AND DECREED this 2nd day of March, 2011.


United States District Court Judge
Joan Gottschall

Agreed to in form and content:

**FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:**

131 M Street, NE
Washington, DC 20507

P. DAVID LOPEZ
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

John C. Hendrickson/PPS

John C. Hendrickson
Regional Attorney

Diane I. Smason

Diane I. Smason
Supervisory Trial Attorney

Aaron DeCamp/PPS

Aaron DeCamp
Trial Attorney

Jeanne Szromba

Jeanne Szromba
Trial Attorney

Ann Henry

Ann Henry
Trial Attorney

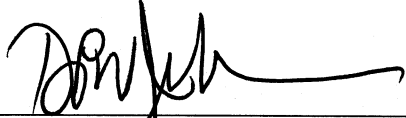
**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

500 West Madison Street
Suite 2000
Chicago, Illinois 60661
(312) 869-8122

Dated: 3/2/2011

Agreed to in form and content:

**FOR PLAINTIFF-INTERVENOR
MARION TOWNSON**



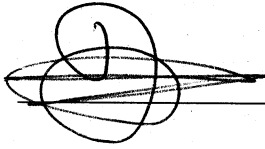
Dennis P.W. Johnson, Esq.

Pugh Jones Johnson & Quandt, P.C.
180 N. LaSalle Street, Suite 3400
Chicago, IL 60601
(312) 768-7800

Dated: 3/2/2011

Agreed to in form and content:

**FOR THE DEFENDANT,
INTERNATIONAL PROFIT ASSOCIATES, INC.:**

 McQuinn

Dated: 3-2-11

Dated: _____

EXHIBIT 1

**NOTICE TO ALL IPA EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE**

This notice has been posted pursuant to an Order of the Court, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against International Profit Associates, Inc. ("IPA") in June 2001 in the Federal District Court for the Northern District of Illinois. EEOC alleged in the lawsuit that IPA engaged in a pattern or practice of sexual harassment against women who worked at IPA. On June 14, 2010, with IPA's consent, the Court issued an order finding that IPA had engaged in a pattern or practice of tolerating sexual harassment against its female employees from November 25, 1997 to February 14, 2005.

To resolve the claims of the lawsuit, IPA and EEOC have agreed to and the Court has entered a Consent Decree which provides, among other things, that:

- IPA will pay monetary relief totaling \$8,000,000 to victims of sexual harassment;
- IPA is enjoined from discriminating against women on the basis of sex and from subjecting women to sexual harassment and sex-based harassment;
- IPA is enjoined from retaliating against any person because the individual complains of sexual harassment, cooperates with any IPA or government investigation of sexual harassment, or participates as a witness or potential witness in any investigation or legal proceeding involving sexual harassment;
- IPA will provide mandatory training on sexual harassment to all employees; and
- A panel of two independent Consent Decree Monitors will be appointed to oversee implementation of the terms of the Consent Decree by IPA, including overseeing the investigation of complaints of sexual harassment or retaliation. These Consent Decree Monitors may also receive complaints of sexual harassment directly. They are: Nancy Kreiter, at (847) 446-0321 or nkrieter@comcast.net, and George Galland, at (312) 751-1170 or GGalland@LAWMBG.com.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to progressive discipline, up to and including discharge.

Should you have any complaints of discrimination, you should contact Jon Andes, Executive Director of Human Resources, at (847) 808-0061 x 16001, or Valerie Brown, Assistant Director of Human Resources, at x 16023.

Pursuant to the Consent Decree, and for the duration of the Consent Decree, IPA will permit individuals who complain about sexual harassment to appeal IPA's findings and remedial actions to the Consent Decree Monitors. Copies of the Consent Decree may be obtained through the Human Resources Department.

Employees have the right to bring complaints of discrimination, including sexual harassment, to the United States Equal Employment Opportunity Commission, Chicago District Office at 500 West Madison Street, Suite 2000, Chicago, Illinois 60661, (312) 353-2713, or the Illinois Department of Human Rights, 100 W. Randolph, 10th Floor, Chicago, IL 60601, (312) 814-6245.

This is an official notice and shall not be defaced by anyone. This notice shall remain prominently posted in prominent and conspicuous locations throughout IPA's facilities until three (3) years from the date below. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

Date

3/2/11

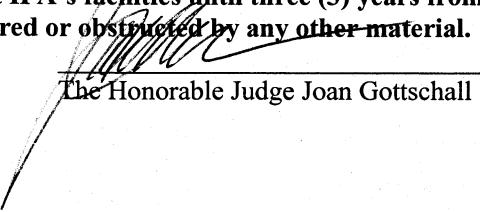

The Honorable Judge Joan Gottschall

EXHIBIT 2

RELEASE OF CLAIMS

In consideration for \$ _____ paid to me by International Profit Associates (“IPA”), in connection with the resolution of EEOC, et al. v. International Profits Associates, Inc., 01 C 4427 (N.D. Ill.), I waive my right to recover for any claims of sexual harassment or sex-based harassment arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and the Civil Rights Act of 1991, 42 U.S.C. §1981a, that I had against IPA prior to the date of this release including those that were included in the claims alleged in EEOC’s complaint in EEOC, et al. v. International Profits Associates, Inc., 01 C 4427 (N.D. Ill.).

Date

Signature of Claimant

Printed Name of Claimant

Street

City, State, Zip Code

EXHIBIT 3

GUARANTY OF FUTURE PAYMENTS

The undersigned, John R. Burgess, an individual ("Guarantor"); in consideration of the settlement of the claims, alleged by the U.S. Equal Employment Opportunity Commission (the "EEOC") and Intervenors, in the matter of *EEOC, et al. v. International Profit Associates, Inc.*, 01 C 4427 (the "Lawsuit"), does personally, hereby unconditionally guarantee all future payments of monetary relief (a total of \$5,500,000), as detailed in Paragraphs 12-13 of the Consent Decree, entered into as part of the Lawsuit, a copy of which is attached hereto and made a part hereof (the "Consent Decree").

John R. Burgess acknowledges, represents, and warrants that he is the principal owner and Managing Director of International Profit Associates, Inc., and that International Profit Associates, Inc.'s agreement to the Consent Decree, with his Guaranty of Future Payments, is in the best interest of both John R. Burgess and International Profit Associates, Inc., and that the EEOC's agreement to the Consent Decree, with the Guaranty of Future Payments of John R. Burgess, constitutes good and sufficient consideration for such Guaranty of Future Payments by John R. Burgess.

It is recognized and agreed that this Guaranty of Future Payments is a substantial part of the consideration for the signing of the Consent Decree by the EEOC and that the EEOC would not agree to any deferred payment under the Consent Decree without the agreement of Guarantor to execute this Guaranty of Future Payments.

Guarantor also agrees that the EEOC is not first required to enforce against IPA, with respect to any liability, obligation, or duty guaranteed by this Guaranty of Future Payments, before seeking enforcement thereof against the Guarantor. EEOC and Guarantor acknowledge that this is a Guaranty of Future Payments and not a Guaranty of Collection.

The parties hereto acknowledge that a lawsuit may be brought and maintained against the Guarantor, as provided in the Consent Decree, subject to the cure provision found at Paragraph 53 therein, to enforce any liability, obligation or duty guaranteed by this Guaranty of Future Payments, without the necessity of joining International Profit Associates, Inc. or any other person or entity in such lawsuit.

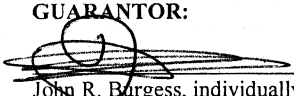
As detailed in Paragraph 14 of the Consent Decree, the Guarantor hereby guarantees all future payments (\$5,500,000.00) associated with the enforcement of the Consent Decree. Such costs include, but are not limited to, the following: all costs and fees associated with the receipt, collection and distribution of monetary relief; all cost and fees of the monitors; and all costs and fees incurred by EEOC in connection with the enforcement of the Consent Decree and/or the Guaranty of Future Payments.

Pursuant to Paragraph 16 and 53 of the Consent Decree, the Guarantor is bound by the acceleration and cure provisions of the Consent Decree, should IPA not make a timely payment as detailed in the Decree.

Should IPA miss any timely payment under Paragraph 13 of the Consent Decree, the Guarantors hereby agree that any litigation and/or action related to or arising from this Guaranty shall be brought only in the United States District Court for the Northern District of Illinois, Eastern Division, in accordance with the enforcement provisions in the Consent Decree.

EXECUTED to be effective as of this 2ND day of MARCH, 2011.

GUARANTOR:


John R. Burgess, individually and personally

Address: 55 S. Wynstone Drive
Barrington, Illinois 60010

Phone: 847-304-4678

EXHIBIT 4

**This instrument prepared by
and please return to:**

LaVon M. Johns, Esq.
Pugh, Jones, Johnson & Quandt, P.C.
Suite 3400
180 N. LaSalle
Chicago, IL 60601

THIS IS A BALLOON JUNIOR MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$5,500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

SHORT FORM JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS OPEN-END JUNIOR MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made as of March __, 2011, by JOHN R. BURGESS, CO-TRUSTEE ("Trustee") OF THE DANA BURGESS REVOCABLE TRUST DATED JUNE 7, 2006 (the "Trust") ("Mortgagor"), having its mailing address at 55 Wynston, Barrington, Illinois 60010, in favor of U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("Mortgagee"), having an address at 500 W. Madison, Suite 2000, Chicago, IL 60661.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Consent Decree dated of even date herewith.

WITNESSETH:

WHEREAS, the Trust is the owner in fee simple of certain real property (the "Premises") located in the City of Naples, Collier County, State of Florida, as more particularly described on Exhibit A attached, as improved on the date hereof and the Trustee holds a beneficial interest in the Trust. The Trust and Trustee shall hereinafter collectively be referred to as "Mortgagor";

WHEREAS, pursuant to that certain Consent Decree between and among the Equal Employment Opportunity Commission (as Plaintiff) and Marion Townson, Phyllis Lopez and Rhonda Porter (as Plaintiff Intervenors) and International Profit Associates, Inc. (as Defendant) in that certain matter known as *EEOC, et al. vs. International Profit Associates, Inc.*, 01 C 4427 in the U.S. District Court for the Northern District of Illinois, Eastern Division (the "Consent Decree"), Trustee has an indebtedness which shall constitute a settlement amount (the "Settlement") in the amount of ~~EIGHT MILLION NO/100ths DOLLARS U.S.~~ ~~(\$8,000,000.00)~~ (the "Settlement Amount"); and

FIVE HUNDRED AND NO/100ths DOLLAR U.S.

(\$5,500,000.00)

WHEREAS, Trustee is required to execute and deliver this Mortgage as a covenant and condition of the Consent Decree and the Trust has consented to the execution and delivery of this Mortgage.

D. J. S.
②
DHS

NOW, THEREFORE, Mortgagor does hereby give, grant, bargain, sell, assign, convey, warrant, mortgage, and pledge to Mortgagee, its successors and assigns, the Premises and all of Mortgagor's and Trustee's estate, right, title and interest including therein;

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the ways, easements, streets, alleys, passages, water, water courses, riparian rights, oil, gas and other mineral rights, gaps, gores, rights, hereditaments, liberties and privileges thereof, if any, and in any way appertaining to the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises including, without limitation, all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises, including, without limitation, all fixtures and appurtenances thereof; it being intended that all the above-described property owned by Mortgagor and affixed by Mortgagor on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, and security for the indebtedness of Mortgagor to Mortgagee hereinafter described and secured by this Mortgage, and as to the balance of the above-described property, this Mortgage is hereby deemed to be as well a security agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, for the benefit of Mortgagee; all of the property described in this paragraph is hereinafter sometimes collectively called the "Improvements";

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary (a "Taking"), of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential damage and change in grade of streets (collectively, "Taking Proceeds"), and any and all refunds of impositions or other charges relating to the Mortgaged Property or the indebtedness secured by this Mortgage.

The property described above is hereafter called the "Premises" to the extent that such property is realty. The Premises and the Improvements are hereafter collectively called the "Mortgaged Property."

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor, with the appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever. Mortgagor does hereby covenant with Mortgagee, its successors and assigns, that at and until the ensembling of these presents, the Trust is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain, sell and convey the Mortgaged Property in manner and form as above written; that Trustee holds the beneficial interest in the Trust; that title to the Mortgaged Property is free and clear of all defects, liens and encumbrances except for real estate taxes and assessments not yet due or payable and the matters described on Exhibit B (the "Permitted Exceptions"); and that Mortgagor will warrant and defend the Premises, with the appurtenances thereunto belonging, and the Improvements to Mortgagee, its successors and assigns, forever, against all liens, security interests, encumbrances, defects, claims and demands whatsoever.

Mortgagor has executed and delivered this Mortgage to secure the Payment of all amounts or charges required to be paid by Trustee pursuant to this Mortgage and the Consent Decree.

PROVIDED, HOWEVER, that if Mortgagor or Trustee shall pay or cause to be paid to Mortgagee the amount due under the Consent Decree on or before the date on which the outstanding principal balance is due and payable in full in accordance with the terms of the Consent Decree, and in the manner stipulated therein and herein, and if Mortgagor shall have kept, performed and observed all of the covenants and conditions contained in this Mortgage and all of the other Loan Documents (as defined in Paragraph 16 hereof), then this Mortgage shall cease, determine and be void, but otherwise shall remain in full force and effect.

Mortgagor further covenants and agrees as follows:

1. Payment of Indebtedness. Mortgagor shall pay promptly the indebtedness described in the Consent Decree at the time and in the manner provided in the Consent Decree, in this Mortgage and any of the other Loan Documents (as defined in Paragraph 16 hereof).

2. Protection Against Charges. Except for the Permitted Exceptions, Mortgagor shall keep the Mortgaged Property free from liens of every kind, except only for the Senior Loan, the real estate taxes and general and special assessments which are not yet due and payable, and mortgage taxes, if any, and shall pay, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, and other governmental or municipal or public dues, charges, fines or impositions which are or hereafter may be levied against the Mortgaged Property or any part thereof. Mortgagor shall also pay, in full, under protest or otherwise in the manner provided by law, any tax, assessment, charge, fine or imposition described above which Mortgagor contests in accordance with the provisions of law and this Mortgage.

3. Insurance and Casualty Damage.

(a) Mortgagor shall keep, or cause to be kept, all of the following insurance policies with respect to the Mortgaged Property in companies, forms, amounts and coverage satisfactory to Mortgagee, containing waivers of subrogation and mortgagee clauses in favor of Mortgagee:

(i) Insurance against loss or damage by fire and such other hazards, casualties and contingencies (including, without limitation, so-called all-risk coverages) as Mortgagee reasonably may require, in an amount equal to the replacement cost of the Mortgaged Property, with a replacement cost endorsement and in such amounts so as to avoid the operation of any coinsurance clause, for such periods and otherwise as Mortgagee reasonably may require from time to time.

(ii) If applicable, insurance against rent loss or abatement of rent, covering payment of rent and like charges from the Mortgaged Property over a term of not less than twelve (12) months.

(iii) Flood insurance in an amount as Mortgagee may reasonably require if the Mortgaged Property is located in a Special Flood Hazard Area (as defined in the National Flood Insurance Act of 1968, as amended).

At Mortgagee's request, Mortgagor shall deliver renewal certificates of all insurance required above, together with written evidence of full payment of the annual premiums therefor at least thirty (30) days prior to the expiration of the existing insurance.

(b) Notice. In case of any material damage or destruction of the Mortgaged Property, or any part thereof, or any interest therein or right accruing thereto, Mortgagor shall promptly give Mortgagee written notice generally describing the nature and extent of such damage or destruction which has resulted or which may result therefrom. Mortgagee may appear in any such proceedings and negotiations, and Mortgagor shall promptly deliver to Mortgagee copies of all notices and pleadings in any such proceedings. Mortgagor will, in good faith, file and prosecute all claims necessary for any award or payment resulting from such damage or destruction. All costs and expenses incurred by Mortgagee in exercising its rights under this Paragraph 3 shall constitute indebtedness secured by this Mortgage.

(c) Application of Insurance Proceeds. Subject to the Senior Loan, and in the event Mortgagor fails to commence rebuilding of the Premises within ninety (90) days of such casualty, upon the occurrence of any loss or damage to all or any portion of the Mortgaged Property resulting from fire, vandalism, malicious mischief or any other casualty or physical harm (a "Casualty"), Mortgagee may elect to collect, retain and apply as a Settlement Amount prepayment all proceeds (the "Proceeds") of any insurance policies collected or claimed as a result of the Casualty after deduction of all expenses of collection and settlement, including attorney's and adjusters' fees and charges. Any Proceeds remaining after payment in full of the Senior Loan, the Settlement Amount and all other sums due Mortgagee hereunder shall be paid by Mortgagee to Mortgagor without any allowance for interest thereon.

4. Maintenance of Improvements.

(a) None of the Improvements shall be structurally or otherwise materially altered, removed or demolished, and none of the fixtures on, in or about the Premises shall be severed, removed, sold, mortgaged or otherwise encumbered, without the prior written consent of Mortgagee in each case. Any Improvements which is demolished or destroyed in whole or in part shall be replaced promptly by similar Improvements of comparable quality, condition and value as those demolished or destroyed, thereupon becoming part of the Mortgaged Property free from any other lien, security interest or encumbrance on or reservation of title to such property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep and maintain (or cause to be kept and maintained) the same in good repair and condition. Mortgagor shall make (or cause to be made) all necessary and proper repairs and replacements so that all components of the Mortgaged Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed.

(b) Mortgagor hereby covenants and agrees to comply with, and to cause all occupants of all or any portion of the Mortgaged Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including, without limitation, environmental matters and notices of violation of all governmental authorities having jurisdiction over the Mortgaged Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record (collectively, "Laws"). Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and its officers, directors, shareholders, employees, agents and partners and their respective heirs, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, costs, damages, liabilities or expenses incurred or suffered by the Indemnified Parties arising from any failure of the Mortgaged Property to comply with Laws, or from any failure of Mortgagor to obtain, maintain or renew, or to have obtained, maintained or renewed, any permit or approval required with respect to the Mortgaged Property.

5. Title Warranty; Title Evidence. Mortgagor hereby confirms the warranties and representations as to title to the Mortgaged Property made in the granting clause of this Mortgage.

6. Default. The following events shall be deemed to be an "Event of Default" hereunder:

(a) Mortgagor or Trustee shall fail to make payment of the Settlement Amount pursuant to the Consent Decree on the date when such payment is due and payable.

(b) Any other act or omission described as an Event of Default herein.

Upon such Event of Default, and subject to the Senior Loan, the entire amount of the indebtedness hereby secured, shall, at the option of Mortgagee, become immediately due and payable, without execution or other process and without further notice or demand, all of which are hereby expressly waived. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

7. Additional Rights upon Default. Without limiting the generality of the foregoing, subject to the Senior Loan, Mortgagee shall have the following additional rights during the continuance of any Event of Default:

(a) Provided that Trustee fails to commence to rebuild the Premises within ninety (90) days of a casualty, Mortgagee shall have the immediate right to collect, as the same become due, any and all unearned insurance premiums or refunds of insurance premiums, due or to become due, and all proceeds and other benefits to be received under insurance policies of every nature affecting or covering the Mortgaged Property, any and all refunds of taxes, assessments and other charges heretofore or hereafter paid on or with respect to the Mortgaged Property, together with all rents and profits of the Mortgaged Property, all of which have been hereby assigned to Mortgagee. In addition, Mortgagee shall have the right, but shall not be obligated, without notice or demand, to enter immediately upon and take possession of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor relating to the Mortgaged Property or any portion thereof without further consent or assignment by Mortgagor; to

operate, manage, lease and control the Mortgaged Property either personally or by its agents; and to use such measures, legal or equitable, as Mortgagee may deem proper or necessary to enforce the payment or security of the rents, issues and profits of the Mortgaged Property.

(b) Mortgagor hereby grants full power and authority to Mortgagee as follows: to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor; to lease the Mortgaged Property, or any part thereof, to Mortgagor or any other person or persons, on such terms and for such periods of time as Mortgagee may deem proper, and the provisions of any lease made by Mortgagee pursuant hereto shall be valid and binding upon Mortgagor, notwithstanding the fact that Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; and to collect and receive all of the rents, issues, profits and all other amounts past due or to become due to Mortgagor and to apply the same in such order of priority as Mortgagee may determine to all necessary charges and expenses in connection with the Mortgaged Property, or for interest, principal, whether matured or not, taxes, water charges and assessments, insurance premiums and any advances made by Mortgagee for improvements, alterations or repairs for the account of Mortgagor or on account of the indebtedness hereby secured. Neither the taking of possession nor the collection of rents by Mortgagee as described above shall be construed to be an affirmation of any lease of the Mortgaged Property or any part thereof, and Mortgagee or any other purchaser at any foreclosure sale shall have the right to exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred, subject, however, to the terms of any subordination, nondisturbance and attornment agreement which may be in effect from time to time with respect to any part of the Mortgaged Property.

(c) Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, upon an Event of Default, to institute summary proceedings against any lessee of the Mortgaged Property who fails to comply with the provisions of his or its lease. If Mortgagor is occupying all or any part of the Mortgaged Property upon an Event of Default, Mortgagor agrees to either (i) immediately surrender possession of the Mortgaged Property to Mortgagee and vacate the Mortgaged Property so occupied by Mortgagor, or (ii) pay a reasonable rental, determined by Mortgagee, for the use thereof, monthly in advance, to Mortgagee, and, in default of so doing, may be dispossessed by summary proceedings or otherwise.

(d) To the extent permitted by law, Mortgagee is hereby authorized and empowered to sell or cause the Mortgaged Property to be sold at public or private auction, and to convey same by execution and delivery to the purchaser at such sale a good and sufficient deed of conveyance, to retain out of the proceeds of such sale the amounts due under the terms of this Mortgage and the Consent Decree, the costs and charges of such sale and attorneys' fees and expenses, all to the fullest extent not prohibited by applicable law, and amounts due to any other person asserting a lien or otherwise claiming an interest in the Mortgaged Property and to deliver the surplus moneys, if any, to Mortgagor.

(e) To the extent permitted by law, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property as a matter of right and without notice, which is hereby expressly waived, with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due without regard to the value of the Mortgaged Property and regardless of whether Mortgagee has an adequate remedy at law. Mortgagor, for itself and its successors and assigns, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have, or may hereafter obtain, to have a receiver appointed. From such rents, issues and profits collected by the receiver or by Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof, including, without limitation, real estate commissions, if any, for new leases, if any, receiver's fees, attorneys' fees and expenses to the fullest extent not prohibited by applicable law, and any court costs; the remainder shall be applied against the indebtedness hereby secured.

(f) Mortgagee shall have the right to bring foreclosure proceedings hereunder and whether or not any order or decree shall have been entered therein and to the fullest extent not prohibited by applicable law, a reasonable sum shall be allowed for Mortgagee's attorneys' fees and expenses in such proceeding. There shall be included in any judgment or decree foreclosing this Mortgage and be paid out of any rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (i) all costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys' fees and expenses to the fullest extent not prohibited by applicable law, costs of documentary evidence and costs of any abstract, examination of title and title insurance; (ii) all moneys advanced by

Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (iii) all accrued interest remaining unpaid on the indebtedness hereby secured; and (iv) the principal balance of the indebtedness hereby secured. The surplus proceeds, if any, shall be paid to Mortgagor or as the court may direct.

8. Waiver. Mortgagor shall not, and anyone claiming through or under Mortgagor shall not, set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property, or the final and absolute placing into possession thereof, immediately after such sale, of the purchaser or purchasers thereof. Mortgagor, for itself and all who may claim through or under it, waive, if and to the fullest extent not prohibited by applicable law, all benefits and protections under such appraisal, valuation, stay, extension and redemption laws.

9. Sale or Transfer. Subject to the Senior Loan, Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) The Premises or any part thereof or interest therein;

(ii) If there shall be any change in control (by way of transfer or change in the co-trustees of the Mortgagor, the beneficiaries of the Trust, transfers of stock, partnership or member interests or otherwise) in any trustee, co-trustee, partner, beneficial interest holder, member, manager or shareholder, as applicable, which directly or indirectly controls the day-to-day operations and management of Mortgagor and/or owns a controlling interest in Mortgagor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9 shall not apply (i) to liens securing the Settlement Amount, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock, membership, partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

10. Non-Waiver. If Mortgagee (a) releases, as aforesaid, any part of such security or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the indebtedness secured hereby; (c) takes other or additional security for the payment thereof; (d) accepts partial payments; or (e) otherwise exercises or waives or fails to exercise any right granted herein, in the Consent Decree, or in any of the other Loan Documents, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release Mortgagor, subsequent owners of the Mortgaged Property or any part thereof, the Guarantors pursuant to the Guaranty, this Mortgage, or any of the other Loan Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted for any Event of Default.

11. No Merger of Estates. There shall be no merger of the lien, security interest or other estate or interest created by this Mortgage with the fee estate in the Mortgaged Property by reason that any such interest created by this Mortgage may be held, directly or indirectly, by or for the account of any person who shall own the fee estate, the beneficial interest of the Trust, or any other interest in the Mortgaged Property. No such merger shall occur unless and until all persons at the time having such concurrent interests shall join in a written instrument effecting such merger and such instrument shall be duly recorded.

12. Further Assurances. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver to Mortgagee, in form satisfactory to Mortgagee, financing statements covering as collateral any personal property owned by Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of any of the Mortgaged Property, and any supplemental mortgage, security agreement, financing statement, assignment of leases, rents, income and profits from the Mortgaged Property, affidavit, continuation statement or certification as Mortgagee may request in order to

protect, preserve, maintain, continue and extend the lien and security interest hereunder or the priority hereof. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at its option, to execute, acknowledge and deliver on behalf of Mortgagor, its successors and assigns, any such documents if Mortgagor shall fail so to do within five (5) days after request by Mortgagee. Mortgagor shall pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording and filing of any such documents.

13. Application of Proceeds. All payments made by Mortgagor pursuant to the Consent Decree, this Mortgage or any of the other Loan Documents shall be applied by Mortgagee to the outstanding balance of the Settlement Amount.

14. Senior Loan. (a) Mortgagor has executed and delivered to DTD Grove Partnership (i) that certain note in the original principal amount of \$600,000.00 ("Senior Note"); (ii) that certain first mortgage executed by Mortgagor in favor of DTD Grove Partnership, recorded on July 23, 2010, as Document Number 4456185 with the Recorder of Deeds of Collier County, Illinois ("Senior Mortgage"); (iii) any and all other Loan documents and amendments thereto (collectively, the "Senior Loan Documents") (the "Senior Loan"). Mortgagee acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage.

(b) Mortgagor's Covenants with Respect to Senior Instruments;

(i) Mortgagor covenants and agrees to comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Senior Loan Documents (collectively, "Senior Instruments").

(ii) Mortgagor shall give Mortgagee a copy of all notices given Mortgagor with respect to any of the Senior Instruments within (5) days after receiving such notice.

(iii) Mortgagor shall not, without the prior written consent of Mortgagee enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Note, Senior Mortgage or other Senior Loan Documents.

(c) Default under Senior Instruments; Lender's Right to Cure. In the event Mortgagor is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Mortgagor agrees that said default shall constitute a Default hereunder. Upon the occurrence of such default, in addition to any other rights or remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any to the Senior Instruments in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the lender under the Senior Instruments and the payment of any sum by lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Mortgagor hereby grants to Mortgagee an irrevocable power to attorney, which power of attorney is coupled with and interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgage. Mortgagor further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Mortgagee

15. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, or if sent by telecopy, effective upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

If to Mortgagor:

John R. Burgess
55 Wynston
Barrington, IL 60010

AND

John Burgess
International Profit Associates, Inc.
1250 Barclay Boulevard
Buffalo Grove, IL 60089

If to Mortgagee:

Jeanne B. Szromba, Esq.
Ann M. Henry, Esq.
U.S. Equal Employment Opportunity Commission
Suite 2000
500 W. Madison Street
Chicago, IL 60661

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

16. Loan Documents. The term "Loan Documents" as used herein collectively refers to (a) the Consent Decree (b) this Mortgage, (c) the Guaranty, and (d) any and all other documents and/or agreements evidencing, securing or relating to the Settlement Amount.

17. Advances. (a) This Mortgage shall secure the indebtedness of Mortgagor to Mortgagee that is evidenced, permitted or secured by the Loan Documents. All of such indebtedness shall be a lien from the time that this Mortgage is recorded with the Recorder of the County in which the Mortgaged Property is located. There shall be no future advances.

(b) The maximum amount of indebtedness secured by this Mortgage shall not exceed three (3) times the Loan Amount. The maximum principal amount of indebtedness secured by this Mortgage shall not exceed TEN MILLION and No/100ths Dollars U.S. (\$10,000,000.00) pursuant to Florida Statute Section 697.04. In addition, notice of any future advance should be recorded.

18. Survival and Conflicts. In the event of any inconsistency or conflict between any provisions of the Consent Decree and the other Loan Documents, the provisions of the Consent Decree shall prevail and apply.

19. Anti-Forfeiture. Mortgagor hereby further expressly represents and warrants to Mortgagee that, to the best of Mortgagor's knowledge, there has not been committed by Mortgagor or any other person involved with the Mortgaged Property or Mortgagor any act or omission affording the federal government or any state or local government the right and/or remedy of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of its obligations under the Note or under any of the other Loan Documents, and Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right and/or remedy of forfeiture. In furtherance thereof, Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee from and against any loss, damage or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by Mortgagee in preserving its lien, security interest and other rights and interests in the Mortgaged Property and any additional collateral under any of the Loan Documents in any proceeding or other governmental action asserting forfeiture thereof, by reason of, or in any manner resulting from, the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Mortgagor, Mortgagee, any guarantor, any additional collateral under any of the Loan Documents or all or any part of the Mortgaged Property under any federal or state law in respect of which forfeiture of the Mortgaged Property or any part thereof or of any monies paid in performance of Mortgagor's obligations under the Loan Documents is a potential result shall, at the election of Mortgagee in its absolute discretion, constitute an Event of Default hereunder without notice or opportunity to cure.

20. Miscellaneous. The Mortgaged Property is located in the State of Florida, and this Mortgage and the rights and indebtedness secured hereby shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Florida. Nothing herein contained and no transaction related hereto shall be construed or so operate as to require Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of Mortgagor's obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. All of the obligations, rights and covenants herein contained shall run with the land, and shall bind and inure to the benefit of Mortgagor, its successors and permitted assigns, and Mortgagee. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require.

If any provision of this Mortgage is inconsistent with any applicable provision of the Florida Mortgage Foreclosure Law (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of Mortgagee's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than what would be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including attorneys' fees and costs) incurred by Mortgagee to the extent reimbursable under the law of the State of Florida, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

21. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, MORTGAGOR HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF FLORIDA AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:


JOHN R. BURGESS, AS CO-TRUSTEE OF THE DANA L.
BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006

Attested and Witnessed:

By: _____
Name: _____

ACKNOWLEDGMENTS

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2011 by JOHN R. BURGESS, as Co-Trustee of the Dana L. Burgess Revocable Trust and subscribed by [insert name of notary] _____ at the direction of the ~~DANA L. BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006~~ and in the presence of these witnesses:

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

D. D.
[Signature]
DWR

EXHIBIT A

LEGAL DESCRIPTION

Lot 27 VINEYARDS ARBOR GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 39 THROUGH 41, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Common Address: 6652 Glen Harbor Way
Naples, Florida 34119

Permanent Index Number: 80640001243

EXHIBIT B

PERMITTED EXCEPTIONS
(Naples, Florida)

1. Any and all real estate taxes not yet due and payable.
2. Mortgage, dated July 20, 2010 and recorded July 23, 2010 as Document No. 4456185 made by John R. Burgess and Dana L. Burgess to Dana L. Burgess and John R. Burgess, Co-Trustees of the Dana Burgess Revocable Trust Dated June 7, 2006 to DTD Grove Partnership, an Illinois general partnership.

CASE NO. 01cv4427

ATTACHMENT NO. 1

EXHIBIT

TAB (DESCRIPTION) Consent Decree

EXHIBIT 5

**This instrument prepared by
and please return to:**

LaVon M. Johns, Esq.
Pugh, Jones, Johnson & Quandt, P.C.
Suite 3400
180 N. LaSalle
Chicago, IL 60601

SHORT FORM JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS SHORT FORM MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made as of March ___, 2011, by JOHN BURGESS, CO-TRUSTEE ("Trustee") OF THE DANA BURGESS REVOCABLE TRUST DATED JUNE 7, 2006 (the "Trust"), having its mailing address at 55 Wynston, Barrington, Illinois 60010, in favor of U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("Mortgagee"), having an address at 500 W. Madison, Suite 2000, Chicago, IL 60661.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Consent Decree dated of even date herewith.

WITNESSETH:

WHEREAS, the Trust is the owner in fee simple of certain real property (the "Premises") located in the City of Barrington, Lake County, State of Illinois, as more particularly described on Exhibit A attached, as improved on the date hereof and the Trustee holds the beneficial interest in the Trust. The Trust and the Trustee shall hereinafter be referred collectively as the "Mortgagor";

WHEREAS, pursuant to that certain Consent Decree between and among the Equal Employment Opportunity Commission (as Plaintiff) and Marion Townson, Phyllis Lopez and Rhonda Porter (as Plaintiff Intervenors) and International Profit Associates, Inc. (as Defendant) in that certain matter known as *EEOC, et al. vs. International Profit Associates, Inc.*, 01 C 4427 in the U.S. District Court for the Northern District of Illinois Eastern Division (the "Consent Decree"), Trustee has an outstanding indebtedness which shall constitute a settlement amount (the "Settlement") in the amount of FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100ths DOLLARS U.S. (\$5,500,000.00) (the "Settlement Amount"); and

WHEREAS, Trustee is required to execute and deliver this Mortgage as a covenant and condition of the Consent Decree and the Trust has consented to the execution and delivery of this Mortgage.

NOW, THEREFORE, Mortgagor does hereby give, grant, bargain, sell, assign, convey, warrant, mortgage, and pledge to Mortgagee, its successors and assigns, the Premises and all of Mortgagor's estate, right, title and interest including any beneficial interest therein;

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the ways, easements, streets, alleys, passages, water, water courses, riparian rights, oil, gas and other mineral rights, gaps, gores, rights, hereditaments, liberties and privileges thereof, if any, and in any way appertaining to the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises including, without limitation, all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises, including, without limitation, all fixtures and appurtenances thereof; it being intended that all the above-described property owned by Mortgagor affixed by Mortgagor on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, and security for the indebtedness of Mortgagor to Mortgagee hereinafter described and secured by this Mortgage, and as to the balance of the above-described property, this Mortgage is hereby deemed to be as well a security agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, for the benefit of Mortgagee; all of the property described in this paragraph is hereinafter sometimes collectively called the "Improvements"; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary (a "Taking"), of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential damage and change in grade of streets (collectively, "Taking Proceeds"), and any and all refunds of impositions or other charges relating to the Mortgaged Property or the indebtedness secured by this Mortgage.

The property described above is hereafter called the "Premises" to the extent that such property is realty. The Premises and the Improvements are hereafter collectively called the "Mortgaged Property."

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor, with the appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever. Mortgagor does hereby covenant with Mortgagee, its successors and assigns, that at and until the ensealing of these presents, the Trust is well seized of the Premises as a good and indefeasible estate in fee simple and is the sole owner of and has good right to bargain, sell and convey the Mortgaged Property in manner and form as above written; that Trustee holds the beneficial interest in the Trust; that title to the Mortgaged Property is free and clear of all defects, liens and encumbrances except for real estate taxes and assessments not yet due or payable and the matters described on Exhibit B (the "Permitted Exceptions"); and that Mortgagor will warrant and defend the Premises, with the appurtenances thereunto belonging, and the Improvements to Mortgagee, its successors and assigns, forever, against all liens, security interests, encumbrances, defects, claims and demands whatsoever.

Mortgagor has executed and delivered this Mortgage to secure the Payment of all amounts or charges required to be paid by Trustee pursuant to this Mortgage and the Consent Decree;

PROVIDED, HOWEVER, that if Mortgagor or Trustee shall pay or cause to be paid to Mortgagee the amount due under the Consent Decree on or before the date on which the outstanding principal balance is due and payable in full in accordance with the terms of the Consent Decree, and in the manner stipulated therein and herein, and if Mortgagor shall have kept, performed and observed all of the covenants and conditions contained in this Mortgage and all of the other Loan Documents, (as defined in Paragraph 16 hereof), then this Mortgage shall cease, determine and be void, but otherwise shall remain in full force and effect.

Mortgagor further covenants and agrees as follows:

1. Payment of Indebtedness. Mortgagor shall pay promptly the indebtedness described in the Consent Decree at the time and in the manner provided in the Consent Decree, this Mortgage and any of the other Loan Documents (as defined in Paragraph 16 hereof).

2. Protection Against Charges. Except for the Permitted Exceptions, Mortgagor shall keep the Mortgaged Property free from liens of every kind, except only for the Senior Loan, the real estate taxes and general and special assessments which are not yet due and payable, and mortgage taxes, if any, and shall pay, before delinquency and before

any penalty for non-payment attaches thereto, all taxes, assessments, and other governmental or municipal or public dues, charges, fines or impositions which are or hereafter may be levied against the Mortgaged Property or any part thereof. Mortgagor shall also pay, in full, under protest or otherwise in the manner provided by law, any tax, assessment, charge, fine or imposition described above which Mortgagor contests in accordance with the provisions of law and this Mortgage.

3. Insurance and Casualty Damage.

(a) Mortgagor shall keep, or cause to be kept, all of the following insurance policies with respect to the Mortgaged Property in companies, forms, amounts and coverage satisfactory to Mortgagee, containing waivers of subrogation and second mortgagee clauses in favor of Mortgagee:

(i) Insurance against loss or damage by fire and such other hazards, casualties and contingencies (including, without limitation, so-called all-risk coverages) as Mortgagee reasonably may require, in an amount equal to the replacement cost of the Mortgaged Property, with a replacement cost endorsement and in such amounts so as to avoid the operation of any coinsurance clause, for such periods and otherwise as Mortgagee reasonably may require from time to time.

(ii) If applicable, insurance against rent loss or abatement of rent, covering payment of rent and like charges from the Mortgaged Property over a term of not less than twelve (12) months.

(iii) Flood insurance in an amount as Mortgagee may reasonably require if the Mortgaged Property is located in a Special Flood Hazard Area (as defined in the National Flood Insurance Act of 1968, as amended).

At Mortgagee's request, Mortgagor shall deliver renewal certificates of all insurance required above, together with written evidence of full payment of the annual premiums therefor at least thirty (30) days prior to the expiration of the existing insurance.

(b) Notice. In case of any material damage or destruction of the Mortgaged Property, or any part thereof, or any interest therein or right accruing thereto, Mortgagor shall promptly give Mortgagee written notice generally describing the nature and extent of such damage or destruction which has resulted or which may result therefrom. Mortgagee may appear in any such proceedings and negotiations, and Mortgagor shall promptly deliver to Mortgagee copies of all notices and pleadings in any such proceedings. Mortgagor will, in good faith, file and prosecute all claims necessary for any award or payment resulting from such damage or destruction. All costs and expenses incurred by Mortgagee in exercising its rights under this Paragraph 3 shall constitute indebtedness secured by this Mortgage.

(c) Application of Insurance Proceeds. Subject to the Senior Loan and in the event Mortgagor fails to commence rebuilding of the Premises within ninety (90) days of such casualty, upon occurrence of any loss or damage to all or any portion of the Mortgaged Property resulting from fire, vandalism, malicious mischief or any other casualty or physical harm (a "Casualty"), Mortgagee may elect, to collect, retain and apply as a Settlement Amount prepayment all proceeds (the "Proceeds") of any insurance policies collected or claimed as a result of the Casualty after deduction of all expenses of collection and settlement, including attorney's and adjusters' fees and charges. Any Proceeds remaining after payment in full of the Senior Loan, the Settlement Amount and all other sums due Mortgagee hereunder shall be paid by Mortgagee to Mortgagor without any allowance for interest thereon.

4. Maintenance of Improvements.

(a) None of the Improvements shall be structurally or otherwise materially altered, removed or demolished, and none of the fixtures on, in or about the Premises shall be severed, removed, sold, mortgaged or otherwise encumbered, without the prior written consent of Mortgagee in each case. Any Improvements which is demolished or destroyed in whole or in part shall be replaced promptly by similar Improvements of comparable quality, condition and value as those demolished or destroyed, thereupon becoming part of the Mortgaged Property free from any

other lien, security interest or encumbrance on or reservation of title to such property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep and maintain (or cause to be kept and maintained) the same in good repair and condition. Mortgagor shall make (or cause to be made) all necessary and proper repairs and replacements so that all components of the Mortgaged Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed.

(b) Mortgagor hereby covenants and agrees to comply with, and to cause all occupants of all or any portion of the Mortgaged Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including, without limitation, environmental matters and notices of violation of all governmental authorities having jurisdiction over the Mortgaged Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record (collectively, "Laws"). Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and its officers, directors, shareholders, employees, agents and partners and their respective heirs, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, costs, damages, liabilities or expenses incurred or suffered by the Indemnified Parties arising from any failure of the Mortgaged Property to comply with Laws, or from any failure of Mortgagor to obtain, maintain or renew, or to have obtained, maintained or renewed, any permit or approval required with respect to the Mortgaged Property.

5. Title Warranty; Title Evidence. Mortgagor hereby confirms the warranties and representations as to title to the Mortgaged Property made in the granting clause of this Mortgage.

6. Default. The following events shall be deemed to be an "Event of Default" hereunder:

(a) Mortgagor or Trustee shall fail to make payment of the indebtedness pursuant to the Consent Decree on the date when such payment is due and payable; or

(b) Any other act or omission described as an Event of Default herein.

Upon any such Event of Default and subject to the Senior Loan, the entire amount of the indebtedness hereby secured, shall, at the option of Mortgagee, become immediately due and payable, without execution or other process and without further notice or demand, all of which are hereby expressly waived. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

7. Additional Rights upon Default. Without limiting the generality of the foregoing subject to the Senior Loan, Mortgagee shall have the following additional rights during the continuance of any Event of Default:

(a) Provided that Trustee fails to commence to rebuild the Premises within ninety (90) days of a casualty, Mortgagee shall have the immediate right to collect, as the same become due, any and all unearned insurance premiums or refunds of insurance premiums, due or to become due, and all proceeds and other benefits to be received under insurance policies of every nature affecting or covering the Mortgaged Property, any and all refunds of taxes, assessments and other charges heretofore or hereafter paid on or with respect to the Mortgaged Property, together with all rents and profits of the Mortgaged Property, all of which have been hereby assigned to Mortgagee. In addition, Mortgagee shall have the right, but shall not be obligated, without notice or demand, to enter immediately upon and take possession of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor relating to the Mortgaged Property or any portion thereof without further consent or assignment by Mortgagor; to operate, manage, lease and control the Mortgaged Property, either personally or by its agents; and to use such measures, legal or equitable, as Mortgagee may deem proper or necessary to enforce the payment or security of the rents, issues and profits of the Mortgaged Property.

(b) Mortgagor hereby grants full power and authority to Mortgagee as follows: to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor; to lease the Mortgaged Property, or any part thereof, to Mortgagor or any other person or persons, on such

terms and for such periods of time as Mortgagee may deem proper, and the provisions of any lease made by Mortgagee pursuant hereto shall be valid and binding upon Mortgagor, notwithstanding the fact that Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; and to collect and receive all of the rents, issues, profits and all other amounts past due or to become due to Mortgagor and to apply the same in such order of priority as Mortgagee may determine to all necessary charges and expenses in connection with the Mortgaged Property, or for interest, principal, whether matured or not, taxes, water charges and assessments, insurance premiums and any advances made by Mortgagee for improvements, alterations or repairs for the account of Mortgagor or on account of the indebtedness hereby secured. Neither the taking of possession nor the collection of rents by Mortgagee as described above shall be construed to be an affirmation of any lease of the Mortgaged Property or any part thereof, and Mortgagee or any other purchaser at any foreclosure sale shall have the right to exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred, subject, however, to the terms of any subordination, nondisturbance and attornment agreement which may be in effect from time to time with respect to any part of the Mortgaged Property.

(c) Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, upon an Event of Default, to institute summary proceedings against any lessee of the Mortgaged Property who fails to comply with the provisions of his or its lease. If Mortgagor is occupying all or any part of the Mortgaged Property upon an Event of Default, Mortgagor agrees to either (i) immediately surrender possession of the Mortgaged Property to Mortgagee and vacate the Mortgaged Property so occupied by Mortgagor, or (ii) pay a reasonable rental, determined by Mortgagee, for the use thereof, monthly in advance, to Mortgagee, and, in default of so doing, may be dispossessed by summary proceedings or otherwise.

(d) To the extent permitted by law, Mortgagee is hereby authorized and empowered to sell or cause the Mortgaged Property to be sold at public or private auction, and to convey same by execution and delivery to the purchaser at such sale a good and sufficient deed of conveyance, to retain out of the proceeds of such sale the amounts due under the terms of this Mortgage and the Consent Decree, the costs and charges of such sale and attorneys' fees and expenses, all to the fullest extent not prohibited by applicable law, and amounts due to any other person asserting a lien or otherwise claiming an interest in the Mortgaged Property and to deliver the surplus moneys, if any, to Mortgagor.

(e) To the extent permitted by law, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property as a matter of right and without notice, which is hereby expressly waived, with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due without regard to the value of the Mortgaged Property and regardless of whether Mortgagee has an adequate remedy at law. Mortgagor, for itself and its successors and assigns, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have, or may hereafter obtain, to have a receiver appointed. From such rents, issues and profits collected by the receiver or by Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof, including, without limitation, real estate commissions, if any, for new leases, if any, receiver's fees, attorneys' fees and expenses to the fullest extent not prohibited by applicable law, and any court costs; the remainder shall be applied against the indebtedness hereby secured.

(f) Mortgagee shall have the right to bring foreclosure proceedings hereunder and whether or not any order or decree shall have been entered therein and to the fullest extent not prohibited by applicable law, a reasonable sum shall be allowed for Mortgagee's attorneys' fees and expenses in such proceeding. There shall be included in any judgment or decree foreclosing this Mortgage and be paid out of any rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (i) all costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys' fees and expenses to the fullest extent not prohibited by applicable law, costs of documentary evidence and costs of any abstract, examination of title and title insurance; (ii) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (iii) all accrued interest remaining unpaid on the indebtedness hereby secured; and (iv) the principal balance of the indebtedness hereby secured. The surplus proceeds, if any, shall be paid to Mortgagor or as the court may direct.

8. Waiver. Mortgagor shall not, and anyone claiming through or under Mortgagor shall not, set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in

order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property, or the final and absolute placing into possession thereof, immediately after such sale, of the purchaser or purchasers thereof. Mortgagor, for itself and all who may claim through or under it, waive, if and to the fullest extent not prohibited by applicable law, all benefits and protections under such appraisal, valuation, stay, extension and redemption laws.

9. Sale or Transfer. Subject to the Senior Loan, Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) The Premises or any part thereof or interest therein;

(ii) If there shall be any change in control (by way of transfer or change in the co-trustees of the Mortgagor, the beneficiaries of the Trust transfer of stock, partnership or member interests or otherwise) in any trustee, co-trustee, partner, beneficial interest holder, member, manager or shareholder, as applicable, which directly or indirectly controls the day-to-day operations and management of Mortgagor and/or owns a controlling interest in Mortgagor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9 shall not apply (i) to liens securing the Settlement Amount, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock, membership, partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

10. Non-Waiver. If Mortgagee (a) releases, as aforesaid, any part of such security or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the indebtedness secured hereby; (c) takes other or additional security for the payment thereof; (d) accepts partial payments; or (e) otherwise exercises or waives or fails to exercise any right granted herein, in the Consent Decree, or in any of the other Loan Documents, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release Mortgagor, subsequent owners of the Mortgaged Property or any part thereof, or the Guarantors pursuant to the Guaranty, this Mortgage, or any of the other Loan Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted for any Event of Default.

11. No Merger of Estates. There shall be no merger of the lien, security interest or other estate or interest created by this Mortgage with the fee estate in the Mortgaged Property by reason that any such interest created by this Mortgage may be held, directly or indirectly, by or for the account of any person who shall own the fee estate or any other interest in the Mortgaged Property. No such merger shall occur unless and until all persons at the time having such concurrent interests shall join in a written instrument effecting such merger and such instrument shall be duly recorded.

12. Further Assurances. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver to Mortgagee, in form satisfactory to Mortgagee, financing statements covering as collateral any personal property owned by Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of any of the Mortgaged Property, and any supplemental mortgage, security agreement, financing statement, assignment of leases, rents, income and profits from the Mortgaged Property, affidavit, continuation statement or certification as Mortgagee may request in order to protect, preserve, maintain, continue and extend the lien and security interest hereunder or the priority hereof. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at its option, to execute, acknowledge and deliver on behalf of Mortgagor, its successors and assigns, any such documents if Mortgagor shall fail so to do within five (5) days after request by Mortgagee. Mortgagor shall pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording and filing of any such documents.

13. Application of Proceeds. All payments made by Mortgagor pursuant to the Consent Decree, this Mortgage or any of the other Loan Documents shall be applied by Mortgagee to the outstanding balance of the Settlement Amount.

14. Senior Loan. (a) Mortgagor has executed and delivered to Fifth Third Bank and its affiliates. (i) those certain notes in the original principal amounts of \$785,000.00 and \$986,000.00 respectively (collectively, the "Senior Notes"); (ii) those certain first mortgages executed by Mortgagor in favor of Fifth Third Bank and its affiliates, recorded on November 20, 2008 and April 16, 2010 respectively, as Document Numbers 0006411813 and 0006594552 respectively with the Recorder of Deeds of Lake County, Illinois (collectively, the "Senior Mortgages"); (iii) any and all other Loan documents and amendments hereto (collectively, the "Senior Loan Documents"). Mortgagee acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgages.

(b) Mortgagor Covenants with Respect to Senior Instruments.

(i) Mortgagor covenants and agrees to comply with all of the terms and provisions of the Senior Notes, Senior Mortgages and Senior Loan Documents (collectively, "Senior Instruments").

(ii) Mortgagor shall give Mortgagee a copy of all notices given Mortgagor with respect to any of the Senior Instruments within five (5) days after receiving such notice.

(iii) Mortgagor shall not, without the prior written consent of Mortgagee enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Notes, Senior Mortgages or other Senior Loan Documents.

(c) Default under Senior Instruments: Lender's Right to Cure. In the event Mortgagor is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Mortgagor agrees that said default shall constitute a Default hereunder. Upon the occurrence of such default, in addition to any other rights or remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the lender under the Senior Instruments and the payment of any sum by lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Mortgagor hereby grants to Mortgagee an irrevocable power to attorney, which power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgages. Mortgagor further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Mortgagee.

15. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, or if sent by telecopy, effective upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

If to Mortgagor:

John R. Burgess
55 Wynston
Barrington, IL 60010

AND

John Burgess
International Profit Associates, Inc.
1250 Barclay Boulevard
Buffalo Grove, IL 60089

If to Mortgagee:

Jeanne B. Szromba, Esq.
Ann M. Henry, Esq.
U.S. Equal Employment Opportunity Commission
Suite 2000
500 W. Madison Street
Chicago, IL 60661

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

16. Loan Documents. The term "Loan Documents" as used herein collectively refers to (a) the Consent Decree (b) this Mortgage, (c) the Guaranty, and (d) any and all other documents and/or agreements evidencing, securing or relating to the Settlement Amount.

17. Advances. (a) This Mortgage shall secure the indebtedness of Mortgagor to Mortgagee that is evidenced, permitted or secured by the Loan Documents. All of such indebtedness shall be a lien from the time that this Mortgage is recorded with the Recorder of the County in which the Mortgaged Property is located. There shall be no future advances.

(b) The maximum amount of indebtedness secured by this Mortgage shall not exceed three (3) times the Loan Amount.

18. Survival and Conflicts. In the event of any inconsistency or conflict between any provisions of the Consent Decree and the other Loan Documents, the provisions of the Consent Decree shall prevail and apply.

19. Anti-Forfeiture. Mortgagor hereby further expressly represents and warrants to Mortgagee that, to the best of Mortgagor's knowledge, there has not been committed by Mortgagor or any other person involved with the Mortgaged Property or Mortgagor any act or omission affording the federal government or any state or local government the right and/or remedy of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of its obligations under the Note or under any of the other Loan Documents, and Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right and/or remedy of forfeiture. In furtherance thereof, Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee from and against any loss, damage or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by Mortgagee in preserving its lien, security interest and other rights and interests in the Mortgaged Property and any additional collateral under any of the Loan Documents in any proceeding or other governmental action asserting forfeiture thereof, by reason of, or in any manner resulting from, the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Mortgagor, Mortgagee, any guarantor, any additional collateral under any of the Loan Documents or all or any part of the Mortgaged Property under any federal or state law in respect of which forfeiture of the Mortgaged Property or any part thereof or of any monies paid in performance of Mortgagor's obligations under the Loan Documents is a potential result shall, at the election of Mortgagee in its absolute discretion, constitute an Event of Default hereunder without notice or opportunity to cure.

20. Miscellaneous. The Mortgaged Property is located in the State of Illinois, and this Mortgage and the rights and indebtedness secured hereby shall, without regard to the place of contract or payment, be construed and

enforced according to the laws of the State of Illinois. Nothing herein contained and no transaction related hereto shall be construed or so operate as to require Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of Mortgagor's obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. All of the obligations, rights and covenants herein contained shall run with the land, and shall bind and inure to the benefit of Mortgagor, its successors and permitted assigns, and Mortgagee. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require.

If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of Mortgagee's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than what would be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including attorneys' fees and costs) incurred by Mortgagee to the extent reimbursable under the law of the State of Illinois, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

21. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, MORTGAGOR HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF ILLINOIS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:



JOHN R. BURGESS, AS CO-TRUSTEE OF THE DANA L. BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006

Attested and Witnessed:

By: _____
Name: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN R. BURGESS, personally known to me to be the CO-TRUSTEE OF THE DANA L. BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006 and known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Co-Trustee, he signed and delivered the said instrument as Co-Trustee of said Revocable Trust pursuant to authority given by the aforesaid Trust as his free and voluntary act and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of March, 2011.

Notary Public

My Commission Expires:

D. D. S.


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 45-H IN WYNSTONE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; PART OF THE WEST $\frac{1}{2}$ OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; PART OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO THE SOUTH EAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1987 AS DOCUMENT 2641114, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 4, 1988 AS DOCUMENT 2645684, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 19, 1988 AS DOCUMENT 2649586, AND FURTHER CORRECTED BY CERTIFICATE OF AMENDMENT RECORDED JUNE 27, 1988 AS DOCUMENT 2695215, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT OF INGRESS AND EGRESS OVER THE PRIVATE ROADS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON THE PLAT OF WYNSTONE RECORDED 2641114, AND AS CREATED BY INSTRUMENT RECORDED DECEMBER 17, 1987 AS DOCUMENT 2641113.

Common Address: 55 Wynston, Barrington, IL 60010

Permanent Index Number: 13-12-301-042-0000

EXHIBIT B

PERMITTED EXCEPTIONS
(Barrington, Illinois)

1. Any and all real estate taxes not yet due and payable.
2. Mortgage, dated October 30, 2008 and recorded November 20, 2008 as Document No. 0006411813 made by Dana Burgess and John Burgess, Co-Trustees of the Dana Burgess Revocable Trust Dated June 7, 2006 in favor of Fifth Third Bank;
3. Mortgage, dated April 8, 2010 and recorded on April 16, 2010 as Document No. 0006594552 made by Dana Burgess and John Burgess, Co-Trustees of the Dana Burgess Revocable Trust Dated June 7, 2006 in favor of Fifth Third Company;
4. Subordination Agreement, dated April 7, 2010 and recorded April 16, 2010 as Document No. 0006594553.

EXHIBIT 6

**This instrument prepared by
and please return to:**

LaVon M. Johns, Esq.
Pugh, Jones, Johnson & Quandt, P.C.
Suite 3400
180 N. LaSalle
Chicago, IL 60601

SHORT FORM JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS SHORT FORM JUNIOR MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made as of March __, 2011, by JOHN BURGESS, CO-TRUSTEE ("Trustee") OF THE DANA BURGESS REVOCABLE TRUST DATED JUNE 7, 2006 (the "Trust"), having its mailing address at 55 Wynston, Barrington, Illinois 60010, in favor of U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("Mortgagee"), having an address at 500 W. Madison, Suite 2000, Chicago, IL 60661.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Consent Decree dated of even date herewith.

WITNESSETH:

WHEREAS, the Trust is the owner in fee simple of certain real property (the "Premises") located in the City of Grayslake, Lake County, State of Illinois, as more particularly described on Exhibit A attached, as improved on the date hereof and the Trustee holds the beneficial interest in the Trust. The Trust and the Trustee shall hereinafter be referred to collectively as the "Mortgagor";

WHEREAS, pursuant to that certain Consent Decree between and among the Equal Employment Opportunity Commission (as Plaintiff) and Marion Townson, Phyllis Lopez and Rhonda Porter (as Plaintiff Intervenors) and International Profit Associates, Inc. (as Defendant) in that certain matter known as *EEOC, et al. vs. International Profit Associates, Inc.*, No. 01 C 4427 in the U.S. District Court for the Northern District of Illinois Eastern Division (the "Consent Decree"), Trustee has an outstanding indebtedness which shall constitute a settlement amount (the "Settlement") in the amount of FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100ths DOLLARS U.S. (\$5,500,000.00) (the "Settlement Amount"); and

WHEREAS, Trustee is required to execute and deliver this Mortgage as a covenant and condition of the Consent Decree and the Trust has consented to the execution and delivery of this Mortgage.

NOW, THEREFORE, Mortgagor does hereby give, grant, bargain, sell, assign, convey, warrant, mortgage, and pledge to Mortgagee, its successors and assigns, the Premises and all of Mortgagor's and Trustee's estate, right, title and interest, including any beneficial interest, therein;

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the ways, easements, streets, alleys, passages, water, water courses, riparian rights, oil, gas and other mineral rights, gaps, gores, rights, hereditaments, liberties and privileges thereof, if any, and in any way appertaining to the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises including, without limitation, all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises, including, without limitation, all fixtures and appurtenances thereof; it being intended that all the above-described property owned by Mortgagor and affixed by Mortgagor on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, and security for the indebtedness of Mortgagor to Mortgagee hereinafter described and secured by this Mortgage, and as to the balance of the above-described property, this Mortgage is hereby deemed to be as well a security agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, for the benefit of Mortgagee; all of the property described in this paragraph is hereinafter sometimes collectively called the "Improvements"; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary (a "Taking"), of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential damage and change in grade of streets (collectively, "Taking Proceeds"), and any and all refunds of impositions or other charges relating to the Mortgaged Property or the indebtedness secured by this Mortgage.

The property described above is hereafter called the "Premises" to the extent that such property is realty. The Premises and the Improvements are hereafter collectively called the "Mortgaged Property."

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor, with the appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever. Mortgagor does hereby covenant with Mortgagee, its successors and assigns, that at and until the enrolling of these presents, the Trust is well seized of the Premises as a good and indefeasible estate in fee simple and is the sole owner of, and has good right to bargain, sell and convey the Mortgaged Property in manner and form as above written; that Trustee holds the beneficial interest in the Trust; that title to the Mortgaged Property is free and clear of all defects, liens and encumbrances except for real estate taxes and assessments not yet due or payable and the matters described on Exhibit B (the "Permitted Exceptions"); and that Mortgagor will warrant and defend the Premises, with the appurtenances thereunto belonging, and the Improvements to Mortgagee, its successors and assigns, forever, against all liens, security interests, encumbrances, defects, claims and demands whatsoever.

Mortgagor has executed and delivered this Mortgage to secure the Payment of all amounts or charges required to be paid by Trustee pursuant to this Mortgage and the Consent Decree;

PROVIDED, HOWEVER, that if Mortgagor or Trustee shall pay or cause to be paid to Mortgagee the amount due under the Consent Decree on or before the date on which the outstanding principal balance is due and payable in full in accordance with the terms of the Consent Decree, and in the manner stipulated therein and herein, and if Mortgagor shall have kept, performed and observed all of the covenants and conditions contained in this Mortgage and all of the other Loan Documents (as defined in Paragraph 16 hereof), then this Mortgage shall cease, determine and be void, but otherwise shall remain in full force and effect.

Mortgagor further covenants and agrees as follows:

1. Payment of Indebtedness. Mortgagor shall pay promptly the indebtedness described in the Consent Decree at the time and in the manner provided in the Consent Decree, this Mortgage and any of the other Loan Documents (as defined in Paragraph 16 hereof).

2. Protection Against Charges. Except for the Permitted Exceptions, Mortgagor shall keep the Mortgaged Property free from liens of every kind, except only for the Senior Loan, the real estate taxes and general and special assessments which are not yet due and payable, and mortgage taxes, if any, and shall pay, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, and other governmental or municipal or public dues, charges, fines or impositions which are or hereafter may be levied against the Mortgaged Property or any part thereof. Mortgagor shall also pay, in full, under protest or otherwise in the manner provided by law, any tax, assessment, charge,

fine or imposition described above which Mortgagor contests in accordance with the provisions of law and this Mortgage.

3. Insurance and Casualty Damage.

(a) Mortgagor shall keep, or cause to be kept, all of the following insurance policies with respect to the Mortgaged Property in companies, forms, amounts and coverage satisfactory to Mortgagee, containing waivers of subrogation and second mortgagee clauses in favor of Mortgagee:

(i) Insurance against loss or damage by fire and such other hazards, casualties and contingencies (including, without limitation, so-called all-risk coverages) as Mortgagee reasonably may require, in an amount equal to the replacement cost of the Mortgaged Property, with a replacement cost endorsement and in such amounts so as to avoid the operation of any coinsurance clause, for such periods and otherwise as Mortgagee reasonably may require from time to time.

(ii) If applicable, insurance against rent loss or abatement of rent, covering payment of rent and like charges from the Mortgaged Property over a term of not less than twelve (12) months.

(iii) Flood insurance in an amount as Mortgagee may reasonably require if the Mortgaged Property is located in a Special Flood Hazard Area (as defined in the National Flood Insurance Act of 1968, as amended).

At Mortgagee's request, Mortgagor shall deliver renewal certificates of all insurance required above, together with written evidence of full payment of the annual premiums therefor at least thirty (30) days prior to the expiration of the existing insurance.

(b) Notice. In case of any material damage or destruction of the Mortgaged Property, or any part thereof, or any interest therein or right accruing thereto, Mortgagor shall promptly give Mortgagee written notice generally describing the nature and extent of such damage or destruction which has resulted or which may result therefrom. Mortgagee may appear in any such proceedings and negotiations, and Mortgagor shall promptly deliver to Mortgagee copies of all notices and pleadings in any such proceedings. Mortgagor will, in good faith, file and prosecute all claims necessary for any award or payment resulting from such damage or destruction. All costs and expenses incurred by Mortgagee in exercising its rights under this Paragraph 3 shall constitute indebtedness secured by this Mortgage.

(c) Application of Insurance Proceeds. Subject to the Senior Loan and in the event Mortgagor fails to commence rebuilding of the Premises within ninety (90) days of such casualty, upon the occurrence of any loss or damage to all or any portion of the Mortgaged Property resulting from fire, vandalism, malicious mischief or any other casualty or physical harm (a "Casualty"), Mortgagee may elect, to collect, retain and apply as a Settlement Amount prepayment all proceeds (the "Proceeds") of any insurance policies collected or claimed as a result of the Casualty after deduction of all expenses of collection and settlement, including attorney's and adjusters' fees and charges. Any Proceeds remaining after payment in full of the Senior Loan, the Settlement Amount and all other sums due Mortgagee hereunder shall be paid by Mortgagee to Mortgagor without any allowance for interest thereon.

4. Maintenance of Improvements.

(a) None of the Improvements shall be structurally or otherwise materially altered, removed or demolished, and none of the fixtures on, in or about the Premises shall be severed, removed, sold, mortgaged or otherwise encumbered, without the prior written consent of Mortgagee in each case. Any Improvements which are demolished or destroyed in whole or in part shall be replaced promptly by similar Improvements and Collateral of comparable quality, condition and value as those demolished or destroyed, thereupon becoming part of the Mortgaged Property free from any other lien, security interest or encumbrance on or reservation of title to such property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep and maintain (or cause to be kept and maintained) the same in good repair and condition. Mortgagor shall make (or cause to be made) all necessary and proper repairs and replacements so that all components of the Mortgaged

Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed.

(b) Mortgagor hereby covenants and agrees to comply with, and to cause all occupants of all or any portion of the Mortgaged Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including, without limitation, environmental matters and notices of violation of all governmental authorities having jurisdiction over the Mortgaged Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record (collectively, "Laws"). Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and its officers, directors, shareholders, employees, agents and partners and their respective heirs, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, costs, damages, liabilities or expenses incurred or suffered by the Indemnified Parties arising from any failure of the Mortgaged Property to comply with Laws, or from any failure of Mortgagor to obtain, maintain or renew, or to have obtained, maintained or renewed, any permit or approval required with respect to the Mortgaged Property.

5. Title Warranty; Title Evidence. Mortgagor hereby confirms the warranties and representations as to title to the Mortgaged Property made in the granting clause of this Mortgage.

6. Default. The following events shall be deemed to be an "Event of Default" hereunder:

(a) Mortgagor or Trustee shall fail to make payment of the Settlement Amount pursuant to the Consent Decree on the date when such payment is due and payable; or

(b) Any other act described as an Event of Default herein.

Upon any such Event of Default and subject to the Senior Loan, the entire amount of the indebtedness hereby secured, shall, at the option of Mortgagee, become immediately due and payable, without execution or other process and without further notice or demand, all of which are hereby expressly waived. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

7. Additional Rights upon Default. Without limiting the generality of the foregoing, subject to the Senior Loan, Mortgagee shall have the following additional rights during the continuance of any Event of Default:

(a) Provided that Trustee fails to commence to rebuild the Premises within ninety (90) days of a casualty, Mortgagee shall have the immediate right to collect, as the same become due, any and all unearned insurance premiums or refunds of insurance premiums, due or to become due, and all proceeds and other benefits to be received under insurance policies of every nature affecting or covering the Mortgaged Property, any and all refunds of taxes, assessments and other charges heretofore or hereafter paid on or with respect to the Mortgaged Property, together with all rents and profits of the Mortgaged Property, all of which have been hereby assigned to Mortgagee. In addition, Mortgagee shall have the right, but shall not be obligated, without notice or demand, to enter immediately upon and take possession of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor relating to the Mortgaged Property or any portion thereof without further consent or assignment by Mortgagor; to operate, manage, lease and control the Mortgaged Property either personally or by its agents; and to use such measures, legal or equitable, as Mortgagee may deem proper or necessary to enforce the payment or security of the rents, issues and profits of the Mortgaged Property.

(b) Mortgagor hereby grants full power and authority to Mortgagee as follows: to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor; to lease the Mortgaged Property, or any part thereof, to Mortgagor or any other person or persons, on such terms and for such periods of time as Mortgagee may deem proper, and the provisions of any lease made by Mortgagee pursuant hereto shall be valid and binding upon Mortgagor, notwithstanding the fact that Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; and to collect and receive all of the rents, issues, profits and all other amounts past due or to become due to Mortgagor and to apply the

same in such order of priority as Mortgagee may determine to all necessary charges and expenses in connection with the Mortgaged Property, or for interest, principal, whether matured or not, taxes, water charges and assessments, insurance premiums and any advances made by Mortgagee for improvements, alterations or repairs for the account of Mortgagor or on account of the indebtedness hereby secured. Neither the taking of possession nor the collection of rents by Mortgagee as described above shall be construed to be an affirmation of any lease of the Mortgaged Property or any part thereof, and Mortgagee or any other purchaser at any foreclosure sale shall have the right to exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred, subject, however, to the terms of any subordination, nondisturbance and attornment agreement which may be in effect from time to time with respect to any part of the Mortgaged Property.

(c) Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, upon an Event of Default, to institute summary proceedings against any lessee of the Mortgaged Property who fails to comply with the provisions of his or its lease. If Mortgagor is occupying all or any part of the Mortgaged Property upon an Event of Default, Mortgagor agrees to either (i) immediately surrender possession of the Mortgaged Property to Mortgagee and vacate the Mortgaged Property so occupied by Mortgagor, or (ii) pay a reasonable rental, determined by Mortgagee, for the use thereof, monthly in advance, to Mortgagee, and, in default of so doing, may be dispossessed by summary proceedings or otherwise.

(d) To the extent permitted by law, Mortgagee is hereby authorized and empowered to sell or cause the Mortgaged Property to be sold at public or private auction, and to convey same by execution and delivery to the purchaser at such sale a good and sufficient deed of conveyance, to retain out of the proceeds of such sale the amounts due under the terms of this Mortgage and the Consent Decree, the costs and charges of such sale and attorneys' fees and expenses, all to the fullest extent not prohibited by applicable law, and amounts due to any other person asserting a lien or otherwise claiming an interest in the Mortgaged Property and to deliver the surplus moneys, if any, to Mortgagor.

(e) To the extent permitted by law, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property as a matter of right and without notice, which is hereby expressly waived, with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due without regard to the value of the Mortgaged Property and regardless of whether Mortgagee has an adequate remedy at law. Mortgagor, for itself and its successors and assigns, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have, or may hereafter obtain, to have a receiver appointed. From such rents, issues and profits collected by the receiver or by Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof, including, without limitation, real estate commissions, if any, for new leases, if any, receiver's fees, attorneys' fees and expenses to the fullest extent not prohibited by applicable law, and any court costs; the remainder shall be applied against the indebtedness hereby secured.

(f) Mortgagee shall have the right to bring foreclosure proceedings hereunder and whether or not any order or decree shall have been entered therein and to the fullest extent not prohibited by applicable law, a reasonable sum shall be allowed for Mortgagee's attorneys' fees and expenses in such proceeding. There shall be included in any judgment or decree foreclosing this Mortgage and be paid out of any rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (i) all costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys' fees and expenses to the fullest extent not prohibited by applicable law, costs of documentary evidence and costs of any abstract, examination of title and title insurance; (ii) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (iii) all accrued interest remaining unpaid on the indebtedness hereby secured; and (iv) the principal balance of the indebtedness hereby secured. The surplus proceeds, if any, shall be paid to Mortgagor or as the court may direct.

8. Waiver. Mortgagor shall not, and anyone claiming through or under Mortgagor shall not, set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property, or the final and absolute placing into possession thereof, immediately after such sale, of the purchaser or purchasers thereof. Mortgagor, for itself and all who may claim through or under it, waive, if and to the fullest extent not prohibited by applicable law, all benefits and protections under such appraisal, valuation, stay, extension and redemption laws.

9. Sale or Transfer. Subject to the Senior Loan, Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) The Premises or any part thereof or interest therein; and

(ii) If there shall be any change in control (by way of transfer or change in the co-trustees of the Mortgagor, the beneficiaries of the Trust, transfers of stock, partnership or member interests or otherwise) in any co-trustee, trustee, partner, beneficial interest holder, member, manager or shareholder, as applicable, which directly or indirectly controls the day-to-day operations and management of Mortgagor and/or owns a controlling interest in Mortgagor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9 shall not apply (i) to liens securing the Settlement Amount, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock, membership, partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

10. Non-Waiver. If Mortgagee (a) releases, as aforesaid, any part of such security or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the indebtedness secured hereby; (c) takes other or additional security for the payment thereof; (d) accepts partial payments; or (e) otherwise exercises or waives or fails to exercise any right granted herein, in the Consent Decree, or in any of the other Loan Documents, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release Mortgagor, subsequent owners of the Mortgaged Property or any part thereof, or the Guarantors pursuant to the Guaranty, this Mortgage, or any of the other Loan Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted for any Event of Default.

11. No Merger of Estates. There shall be no merger of the lien, security interest or other estate or interest created by this Mortgage with the fee estate in the Mortgaged Property by reason that any such interest created by this Mortgage may be held, directly or indirectly, by or for the account of any person who shall own the fee estate or any other interest in the Mortgaged Property. No such merger shall occur unless and until all persons at the time having such concurrent interests shall join in a written instrument effecting such merger and such instrument shall be duly recorded.

12. Further Assurances. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver to Mortgagee, in form satisfactory to Mortgagee, financing statements covering as collateral any personal property owned by Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of any of the Mortgaged Property, and any supplemental mortgage, security agreement, financing statement, assignment of leases, rents, income and profits from the Mortgaged Property, affidavit, continuation statement or certification as Mortgagee may request in order to protect, preserve, maintain, continue and extend the lien and security interest hereunder or the priority hereof. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at its option, to execute, acknowledge and deliver on behalf of Mortgagor, its successors and assigns, any such documents if Mortgagor shall fail so to do within five (5) days after request by Mortgagee. Mortgagor shall pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording and filing of any such documents.

13. Application of Proceeds. All payments made by Mortgagor pursuant to the Consent Decree, this Mortgage or any of the other Loan Documents shall be applied by Mortgagee to the outstanding balance of the Settlement Amount.

14. Senior Loan. (a) Mortgagor has executed and delivered to MERS solely as nominee of U.S. Bank N.A. (i) that certain note in the original principal amount of \$624,800.00 (the "Senior Note"); (ii) that certain first mortgage executed by Mortgagor in favor of U.S. Bank N.A., recorded on May 20, 2004, as Document Number 5563931 with the Recorder of Deeds of Lake County, Illinois (the "Senior Mortgage"); (iii) any and all other Loan documents and amendments hereto (collectively, the "Senior Loan Documents") (the "Senior Loan"). Mortgagee acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage.

(b) Mortgagor Covenants with Respect to Senior Instruments.

(i) Mortgagor covenants and agrees to comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Senior Loan Documents (collectively, "Senior Instruments").

(ii) Mortgagor shall give Mortgagee a copy of all notices given Mortgagor with respect to any of the Senior Instruments within five (5) days after receiving such notice.

(iii) Mortgagor shall not, without the prior written consent of Mortgagee enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Note, Senior Mortgage or other Senior Loan Documents.

(c) Default under Senior Instruments; Lender's Right to Cure. In the event Mortgagor is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Mortgagor agrees that said default shall constitute a Default hereunder. Upon the occurrence of such default, in addition to any other rights or remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the lender under the Senior Instruments and the payment of any sum by lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Mortgagor hereby grants to Mortgagee an irrevocable power to attorney, which power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgages. Mortgagor further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Mortgagee.

15. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, or if sent by telecopy, effective upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

If to Mortgagor:

John R. Burgess
55 Wynston
Barrington, IL 60010

AND

John Burgess
International Profit Associates, Inc.
1250 Barclay Boulevard
Buffalo Grove, IL 60089

If to Mortgagee:

Jeanne B. Szromba, Esq.
Ann M. Henry, Esq.
U.S. Equal Employment Opportunity Commission
Suite 2000
500 W. Madison Street
Chicago, IL 60661

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

16. Loan Documents. The term "Loan Documents" as used herein collectively refers to (a) the Consent Decree (b) this Mortgage, (c) the Guaranty, and (d) any and all other documents and/or agreements evidencing, securing or relating to the Settlement Amount.

17. Advances. (a) This Mortgage shall secure the indebtedness of Mortgagor to Mortgagee that is evidenced, permitted or secured by the Loan Documents. All of such indebtedness shall be a lien from the time that this Mortgage is recorded with the Recorder of the County in which the Mortgaged Property is located. There shall be no future advances.

(b) The maximum amount of indebtedness secured by this Mortgage shall not exceed three (3) times the Settlement Amount.

18. Survival and Conflicts. In the event of any inconsistency or conflict between any provisions of the Consent Decree and the other Loan Documents, the provisions of the other Consent Decree shall prevail and apply.

19. Anti-Forfeiture. Mortgagor hereby further expressly represents and warrants to Mortgagee that, to the best of Mortgagor's knowledge, there has not been committed by Mortgagor or any other person involved with the Mortgaged Property or Mortgagor any act or omission affording the federal government or any state or local government the right and/or remedy of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of its obligations under the Consent Decree or under any of the other Loan Documents, and Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right and/or remedy of forfeiture. In furtherance thereof, Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee from and against any loss, damage or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by Mortgagee in preserving its lien, security interest and other rights and interests in the Mortgaged Property and any additional collateral under any of the Loan Documents in any proceeding or other governmental action asserting forfeiture thereof, by reason of, or in any manner resulting from, the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Mortgagor, Mortgagee, any guarantor, any additional collateral under any of the Loan Documents or all or any part of the Mortgaged Property under any federal or state law in respect of which forfeiture of the Mortgaged Property or any part thereof or of any monies paid in performance of Mortgagor's obligations under the Loan Documents is a potential result shall, at the election of Mortgagee in its absolute discretion, constitute an Event of Default hereunder without notice or opportunity to cure.

20. Miscellaneous. The Mortgaged Property is located in the State of Illinois, and this Mortgage and the rights and indebtedness secured hereby shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Illinois. Nothing herein contained and no transaction related hereto shall be construed or so operate as to require Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of Mortgagor's obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. All of the obligations, rights and covenants herein contained shall run with the land, and shall bind and inure to the benefit of Mortgagor, its

successors and permitted assigns, and Mortgagee. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require.

If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of Mortgagee's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than what would be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including attorneys' fees and costs) incurred by Mortgagee to the extent reimbursable under the law of the State of Illinois, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

21. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, MORTGAGOR HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF ILLINOIS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:



JOHN R. BURGESS, AS CO-TRUSTEE OF THE DANA L. BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006

Attested and Witnessed:

By: _____

Name: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN R. BURGESS, personally known to me to be the CO-TRUSTEE OF THE DANA L. BURGESS REVOCABLE TRUST, DATED JUNE 7, 2006 and known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Co-Trustee, he signed and delivered the said instrument as Co-Trustee of said Revocable Trust pursuant to authority given by the aforesaid ~~Trust~~ as his free and voluntary act and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of March, 2011.

Notary Public

My Commission Expires:

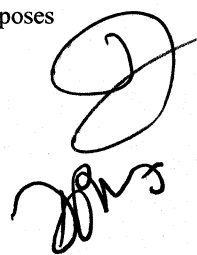
D.S.


EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 44 N, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 8; THENCE WEST ALONG THE HALF SECTION LINE, 21.55 CHAINS TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE SOUTH 1 DEGREE WEST, 6.64 CHAINS TO THE INTERSECTION WITH THE CENTERLINE OF CHARDON ROAD; THENCE SOUTH 71 DEGREES 15 MINUTES EAST ALONG THE CENTERLINE OF SAID CHARDON ROAD, 450.00 FEET; THENCE NORTHERLY 578.94 FEET, MORE OR LESS, ALONG A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SD SECTION 8 LYING 433.32 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, 433.32 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

Common Address: 23740 Chardon Road, Grayslake, IL 60030

Permanent Index Number: 10-08-300-009-0000

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any and all real estate taxes not yet due and payable.
2. Mortgage, dated March 31, 2004 and recorded on May 20, 2001 as Document No. 0005563931 made by John R. Burgess to MERS solely as nominee for US Bank N.A.