





I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

AMJ Holdings, LLC

BY: \_\_\_\_\_

Allan S. Oliva  
Member

BY: \_\_\_\_\_

Rowena J. Oliva  
Member

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Chicago Title and Trust Company  
Settlement Agent



## Construction Note

\$950,000.00

Date: May 6, 2021

**Promise to Pay.** On or before May 6, 2032, for value received, AMJ HOLDINGS, LLC (the "Borrower") promises to pay to JPMorgan Chase Bank, N.A., whose address is 10 South Dearborn, Floor 15, Chicago, IL 60603 (the "Bank") or order, in lawful money of the United States of America, the sum of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) or so much thereof as may be advanced and outstanding, plus interest on the unpaid principal balance computed on the basis of the actual number of days elapsed in a year of 360 days at the rate of 1.73% Per Annum above the Treasury Securities Rate (the "Note Rate"), and at the rate of 3.00% Per Annum above the Note Rate, at the Bank's option, upon the occurrence of any default under this Note, whether or not the Bank elects to accelerate the maturity of this Note, from the date such increased rate is imposed by the Bank. In this Note, "Treasury Securities Rate" shall mean the weekly average yield on United States Treasury Securities - Constant Maturity Series issued by the United States Government for a term of ten (10) years, as most recently published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) 1) immediately prior to the date of this Note or termination of the Initial Rate Period if this Note provides for an Initial Interest Rate and 2) before the date of each rate change (provided, however, that if the sale of Treasury Securities by the United States Government has been suspended, or Treasury Securities are not being offered for sale, or the weekly average yield is no longer published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519), or for any other reason the Bank is not able to obtain a quotation from the Federal Reserve for the sale of such Treasury Securities, then the Bank shall forthwith give notice thereof to the Borrower and advise the Borrower of a new index for determining the interest rate to be charged on this Note which, in the good faith judgment of the Bank, shall be substantially equivalent to the Treasury Securities Rate). If the Treasury Securities Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Note. The interest rate will change without notice on the first day after each ten (10) year anniversary of 1) the date of the Note or 2) termination of the Initial Rate Period if this Note provides for an Initial Interest Rate.

**Initial Interest Rate.** For the first twelve(12) months from the date of this Note ("Initial Rate Period"), the unpaid principal balance of this Note shall accrue interest at a variable rate equal to the sum of the Adjusted LIBOR Rate. After the termination of the Initial Rate Period on July 6, 2022, the unpaid principal balance of this Note shall accrue interest as provided in the Promise to Pay paragraph.

**Definitions.** As used in this Note, the following terms have the following respective meanings:

**"Adjusted LIBOR Rate"** means the sum of the Applicable Margin plus the LIBOR Rate.

**"Applicable Margin"** means +3.23500% Per Annum.

**"Business Day"** means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.

**"Interest Period"** means each consecutive one month period (the first of which shall commence on the date of this Note) effective as of the first day of each Interest Period and ending on the last day of each Interest Period, provided that if any Interest Period is scheduled to end on a date for which there is no numerical equivalent to the date on which the Interest Period commenced, then it shall end instead on the last day of such calendar month.

**"LIBOR Rate"** means the London interbank offered rate as administered by ICE Benchmark Administration (or any other person or entity that takes over the administration of such rate) for a period of time equal to each Interest Period at approximately 11:00 A.M. City of London, England time two London Business Days prior to the first date of each Interest Period of this Note as such rate is displayed on the Reuters Screen ("Reuters") LIBOR01 or LIBOR02 Page, or such other page or pages as may replace such pages on Reuters for the purpose of displaying such rate. If any LIBOR Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Note. "London Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions are generally authorized or obligated by law or executive order to close in the City of London, England. Each change in the rate to be charged on this Note will become effective without notice on the commencement of each Interest Period based upon the LIBOR Rate then in effect.

In no event shall the interest rate exceed the maximum rate allowed by law. Any interest payment that would for any reason be unlawful under applicable law shall be applied to principal.

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Interest will be computed on the unpaid principal balance from the date of each borrowing.

From the date of this Note until July 6, 2022 (the "Draw Period"), the Borrower may borrow sums under this Note, up to the principal amount of this Note, and may repay those sums at any time, at its option, subject to the terms of the Related Documents, including the Construction Loan Agreement; *provided, however*, that if the Borrower so repays any sums, it may not later reborrow those sums. The Bank shall have no obligation to make any advance under this Note if any default, event of default or event that would constitute a default or event of default but for the giving of notice, the lapse of time or both, has occurred, is continuing or would result from the extension of credit.

During the Draw Period, interest shall be due and payable as it accrues, commencing on June 6, 2021 and continuing on the same day of each month thereafter.

During the period commencing on the day after the termination of the Draw Period, and continuing until this Note is paid in full, the Borrower shall make monthly payments as follows: commencing on August 6, 2022, and continuing on the same day of each calendar month thereafter until the maturity date of this Note, the Borrower shall pay the Bank monthly installments of principal and interest, each in such equal amount as is necessary to fully amortize the principal amount outstanding under this Note, accruing interest at the rate of interest in effect as of the last day of the Draw Period, by that date that is two hundred forty (240) months after the last day of the Draw Period. A final payment shall be due and payable on May 6, 2032, at which time the entire balance of unpaid principal plus accrued interest shall be due and payable immediately.

The Borrower shall make all payments on this Note and the other Related Documents, without setoff, deduction, or counterclaim, to the Bank at the Bank's address above or at such other place as the Bank may designate in writing. If any payment of principal or interest on this Note shall become due on a day that is not a Business Day, the payment will be made on the next succeeding Business Day. The term "Business Day" in this Note means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed. Payments shall be allocated among principal, interest and fees at the discretion of the Bank unless otherwise agreed or required by applicable law. Acceptance by the Bank of any payment that is less than the payment due at that time shall not constitute a waiver of the Bank's right to receive payment in full at that time or any other time.

**Payment Recalculation.** During any period of time that the principal balance of this Note is accruing interest at a variable rate, then following each change in the variable rate, Bank at its discretion may recalculate the amount of each periodic payment of principal and interest thereafter due from Borrower. The recalculated payment amount shall be based upon the variable rate then in effect and shall be calculated in a manner to reflect the original amortization period measured from the date amortization commenced on this Note. The recalculated periodic payment amount will be communicated to Borrower in the periodic loan account statement sent to Borrower. Any such recalculation shall not change the maturity date provided for in this Note when a final payment of all outstanding principal, together with all accrued unpaid interest and any other amounts due under this Note shall be paid, even in the event any recalculation results in an increase in the final principal payment due on this Note.

**Authorization for Direct Payments (ACH Debits).** To effectuate any payment due under this Note or under any other Related Documents, the Borrower hereby authorizes the Bank to initiate debit entries to a Borrower deposit account at the Bank that has an account number ending in 7109 and to debit the same to such account. This authorization to initiate debit entries shall remain in full force and effect until the Bank has received written notification of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. The Borrower represents that the Borrower is and will be the owner of all funds in such account. The Borrower acknowledges: (1) that such debit entries may cause an overdraft of such account which may result in the Bank's refusal to honor items drawn on such account until adequate deposits are made to such account; (2) that the Bank is under no duty or obligation to initiate any debit entry for any purpose and may cease doing so at any time without notice; and (3) that if a debit is not made because the above-referenced account does not have a sufficient available balance, or otherwise, the payment may be late or past due.

**Prepayment Premium.** If Borrower prepays all or any part of the principal balance of this Note, then Borrower shall pay to Bank a prepayment premium ("Premium") equal to the Prepaid Principal multiplied by the Premium Percentage. The term "Premium Percentage" shall mean five percent (5%) beginning on the date of this Note and ending on (and including) the first anniversary date of this Note; four percent (4%) beginning on the day after the first anniversary date of this Note and ending on (and including) the second anniversary date of this Note; three percent (3%) beginning on the day after the second anniversary date of this Note and ending on (and including) the third anniversary date of this Note; two percent (2%) beginning on the day after the third anniversary date of this Note and ending on (and including) the fourth anniversary date of this Note; one percent (1%) beginning on the day after the fourth anniversary date of this Note and ending on (and including) the fifth anniversary date of this Note; and zero percent (0%) beginning on the day after the fifth anniversary date of this Note and thereafter. The term "Prepaid Principal" shall mean the principal being prepaid on the Prepayment Date. The term "Prepayment Date" shall mean the date the prepayment is tendered. Notwithstanding anything herein to the contrary, a Premium shall not be due on any partial prepayment until the total of all partial prepayments paid during the calendar year (in which the partial prepayment is being tendered) has exceeded the following: (a) \$25,000.00, if the original

principal amount of this Note is \$500,000.00 or less, (b) 5% of the original principal amount of this Note, if the original principal amount is more than \$500,000.00, but less than \$2,000,000.00, or (c) \$100,000.00, if the original principal amount of this Note is \$2,000,000.00 or more; provided, however, that no Premium shall be charged unless the Premium related to any partial prepayment exceeds \$25.00. All partial prepayments shall be applied in such order and manner as Bank may from time to time determine in its sole discretion. A Premium shall be due whether a prepayment is made voluntarily or, where allowed by applicable law, made involuntarily as a result of the acceleration of maturity upon a default or otherwise. Failure by Bank to collect or demand a Premium at the time of prepayment shall not be deemed a waiver of Bank's right to such Premium or to any future premium.

**Termination of LIBOR.** If in the reasonable judgment of the Bank (A) it shall become unlawful for the Bank to obtain funds in the London interbank market or to continue to fund or maintain principal amounts bearing interest at rates determined by reference to the LIBOR Rate; or (B) the Bank determines that the LIBOR Rate will not adequately reflect the cost to Bank of making, funding or maintaining the principal amount of this Note; or (C) the LIBOR Rate is no longer available or is no longer calculated or reported on a basis reasonably comparable to the basis on which it is calculated and reported on the date of this Note, or (D) the supervisor or administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published (and there is no successor), or any government authority with jurisdiction over the Lender has made a public statement identifying a specific date after which the LIBOR Rate may no longer be used for determining interest rates for loans, then, in any such event, the Bank shall choose an alternative rate of interest (which may include a mathematical adjustment to the rate index), giving due consideration to the then prevailing market convention for determining a rate of interest, and such alternative rate shall then replace the LIBOR Rate. The Bank shall give the Borrower notice of such choice. If at any time this alternate rate is less than zero, the Bank shall consider it to be zero.

**Late Fee.** If a payment is 10 days or more late, Borrower will be charged a late fee of 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late fee. Borrower shall pay the late payment charge upon demand by the Bank or, if billed, within the time specified.

**Dishonored Item Fee.** The Borrower will pay a fee to the Bank of \$25.00 if the Borrower makes a payment on this Note and the check or preauthorized charge with which the Borrower pays is later dishonored.

**Purpose of Loan.** The Borrower acknowledges and agrees that this Note evidences a loan for commercial construction or similar commercial enterprise purpose, and that no advance shall be used for any personal, family or household purpose. The proceeds of the loan shall be used only as set forth in the Construction Loan Agreement.

**Credit Facility.** The Bank has approved a credit facility to the Borrower in a principal amount not to exceed the face amount of this Note. The credit facility is in the form of advances made from time to time by the Bank to the Borrower. This Note evidences the Borrower's obligation to repay those advances. The aggregate principal amount of debt evidenced by this Note is the amount reflected from time to time in the records of the Bank.

**Construction Loan Agreement.** This Note evidences a debt under and is issued pursuant to and subject to the terms of a Construction Loan Agreement between the Bank and the Borrower dated May 6, 2021, and all amendments, restatements and replacements thereof (the "Construction Loan Agreement") to which reference is hereby made for a more complete statement of the terms and conditions under which the loan evidenced hereby is made and is to be repaid. The terms and conditions of the Construction Loan Agreement are hereby incorporated and made a part hereof by this reference thereto with the same force and effect as if set forth at length herein. No reference to the Construction Loan Agreement and no provisions of this Note or the Construction Loan Agreement shall alter or impair the absolute and unconditional obligation of the Borrower to pay the principal and interest on this Note as herein prescribed. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Construction Loan Agreement.

**Usury.** To the extent any law other than Federal law or Ohio law is deemed to govern this Note with respect to interest, the following provisions shall apply: The Bank does not intend to charge, collect or receive any interest that would exceed the maximum rate allowed by law. If the effect of any applicable law is to render usurious any amount called for under this Note or the other Related Documents, or if any amount is charged or received with respect to this Note, or if any prepayment by the Borrower results in the payment of any interest in excess of that permitted by law, then all excess amounts collected by the Bank shall be credited on the principal balance of this Note (or, if this Note and all other indebtedness arising under or pursuant to the other Related Documents shall have been paid in full, refunded to the Borrower), and the provisions of this Note and the other Related Documents shall immediately be deemed reformed and the amounts thereafter collectable reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law. All sums paid, or agreed to be paid, by the Borrower for the use, forbearance, or detention of money under this Note or the other Related Documents shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the usury ceiling from time to time in effect and applicable to such indebtedness for so long as such indebtedness is outstanding.

**Per Annum.** In this Note the term "Per Annum" means for a year deemed to be comprised of 360 days.

**Miscellaneous.** This Note binds the Borrower and its successors, and benefits the Bank, its successors and assigns. Any reference to the Bank includes any holder of this Note. If any one or more of the obligations of the Borrower under this Note or any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining obligations of the Borrower and the remaining provisions shall not in any way be affected or impaired; and the invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of such obligations or provisions in any other jurisdiction. Time is of the essence under this Note and in the performance of every term, covenant and obligation contained herein.

Address: 2031 Laurel Valley Dr  
Vernon Hills, IL 60061

**Borrower:**

AMJ HOLDINGS, LLC

By: \_\_\_\_\_  
Allan S Oliva Member  
Printed Name Title

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Rowena J Oliva Member  
Printed Name Title

Date Signed: \_\_\_\_\_

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**Miscellaneous.** This Note binds the Borrower and its successors, and benefits the Bank, its successors and assigns. Any reference to the Bank includes any holder of this Note. If any one or more of the obligations of the Borrower under this Note or any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining obligations of the Borrower and the remaining provisions shall not in any way be affected or impaired; and the invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of such obligations or provisions in any other jurisdiction. Time is of the essence under this Note and in the performance of every term, covenant and obligation contained herein.

Address: 2031 Laurel Valley Dr  
Vernon Hills, IL 60061

**Borrower:**

AMJ HOLDINGS, LLC

By: 

Allan S. Oliva  
Printed Name

Member  
Title

Date Signed: 

By: 

Rowena J. Oliva  
Printed Name

Member  
Title

Date Signed: 05/12/2021

FORM 108012021150



## Construction Note

\$760,000.00

Date: May 6, 2021

**Promise to Pay.** On or before May 6, 2022, for value received, AMJ HOLDINGS, LLC (the "Borrower") promises to pay to JPMorgan Chase Bank, N.A., whose address is 10 South Dearborn, Floor 15, Chicago, IL 60603 (the "Bank") or order, in lawful money of the United States of America, the sum of Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000.00) or so much thereof as may be advanced and outstanding, plus interest on the unpaid principal balance computed on the basis of the actual number of days elapsed in a year of 360 days at the "Adjusted LIBOR Rate" (the "Note Rate") and at the rate of 3.00% Per Annum above the Note Rate, at the Bank's option, upon the occurrence of any default under this Note or any Related Document, whether or not the Bank elects to accelerate the maturity of this Note, from the date such increased rate is imposed by the Bank.

**Definitions.** As used in this Note, the following terms have the following respective meanings:

"Adjusted LIBOR Rate" means the sum of the Applicable Margin plus the LIBOR Rate.

"Applicable Margin" means 3.385% Per Annum.

"Business Day" means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.

"Interest Period" means each consecutive one month period (the first of which shall commence on the date of this Note) effective as of the first day of each Interest Period and ending on the last day of each Interest Period, provided that if any Interest Period is scheduled to end on a date for which there is no numerical equivalent to the date on which the Interest Period commenced, then it shall end instead on the last day of such calendar month.

"LIBOR Rate" means the London interbank offered rate as administered by ICE Benchmark Administration (or any other person or entity that takes over the administration of such rate) for a period of time equal to each Interest Period at approximately 11:00 A.M. City of London, England time two London Business Days prior to the first date of each Interest Period of this Note as such rate is displayed on the Reuters Screen ("Reuters") LIBOR01 or LIBOR02 Page, or such other page or pages as may replace such pages on Reuters for the purpose of displaying such rate. If any LIBOR Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Note. "London Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions are generally authorized or obligated by law or executive order to close in the City of London, England. Each change in the rate to be charged on this Note will become effective without notice on the commencement of each Interest Period based upon the LIBOR Rate then in effect.

In no event shall the interest rate exceed the maximum rate allowed by law. Any interest payment that would for any reason be unlawful under applicable law shall be applied to principal.

Interest will be computed on the unpaid principal balance from the date of each borrowing.

Until maturity, the Borrower will pay consecutive monthly installments of interest only commencing June 6, 2021.

The Borrower shall make all payments on this Note and the other Related Documents, without setoff, deduction, or counterclaim, to the Bank at the Bank's address above or at such other place as the Bank may designate in writing. If any payment of principal or interest on this Note shall become due on a day that is not a Business Day, the payment will be made on the next succeeding Business Day. Payments shall be allocated among principal, interest and fees at the discretion of the Bank unless otherwise agreed or required by applicable law. Acceptance by the Bank of any payment that is less than the payment due at that time shall not constitute a waiver of the Bank's right to receive payment in full at that time or any other time.

**Authorization for Direct Payments (ACH Debits).** To effectuate any payment due under this Note or under any other Related Documents, the Borrower hereby authorizes the Bank to initiate debit entries to a Borrower deposit account at the Bank that has an account number ending in 7109 and to debit the same to such account. This authorization to initiate debit entries shall remain in full force and effect until the Bank has received written notification of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. The Borrower represents that the Borrower is and will be the owner of all funds in such

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account. The Borrower acknowledges: (1) that such debit entries may cause an overdraft of such account which may result in the Bank's refusal to honor items drawn on such account until adequate deposits are made to such account; (2) that the Bank is under no duty or obligation to initiate any debit entry for any purpose and may cease doing so at any time without notice; and (3) that if a debit is not made because the above-referenced account does not have a sufficient available balance, or otherwise, the payment may be late or past due.

**Termination of LIBOR.** If in the reasonable judgment of the Bank (A) it shall become unlawful for the Bank to obtain funds in the London interbank market or to continue to fund or maintain principal amounts bearing interest at rates determined by reference to the LIBOR Rate; or (B) the Bank determines that the LIBOR Rate will not adequately reflect the cost to Bank of making, funding or maintaining the principal amount of this Note; or (C) the LIBOR Rate is no longer available or is no longer calculated or reported on a basis reasonably comparable to the basis on which it is calculated and reported on the date of this Note, or (D) the supervisor or administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published (and there is no successor), or any government authority with jurisdiction over the Lender has made a public statement identifying a specific date after which the LIBOR Rate may no longer be used for determining interest rates for loans, then, in any such event, the Bank shall choose an alternative rate of interest (which may include a mathematical adjustment to the rate index), giving due consideration to the then prevailing market convention for determining a rate of interest, and such alternative rate shall then replace the LIBOR Rate. The Bank shall give the Borrower notice of such choice. If at any time this alternate rate is less than zero, the Bank shall consider it to be zero.

**Late Fee.** If a payment is 10 days or more late, Borrower will be charged a late fee of 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late fee. Borrower shall pay the late payment charge upon demand by the Bank or, if billed, within the time specified.

**Dishonored Item Fee.** The Borrower will pay a fee to the Bank of \$25.00 if the Borrower makes a payment on this Note and the check or preauthorized charge with which the Borrower pays is later dishonored.

**Purpose of Loan.** The Borrower acknowledges and agrees that this Note evidences a loan for commercial construction or similar commercial enterprise purpose, and that no advance shall be used for any personal, family or household purpose. The proceeds of the loan shall be used only as set forth in the Construction Loan Agreement.

**Credit Facility.** The Bank has approved a credit facility to the Borrower in a principal amount not to exceed the face amount of this Note. The credit facility is in the form of advances made from time to time by the Bank to the Borrower. This Note evidences the Borrower's obligation to repay those advances. The aggregate principal amount of debt evidenced by this Note is the amount reflected from time to time in the records of the Bank.

**Construction Loan Agreement.** This Note evidences a debt under and is issued pursuant to and subject to the terms of a Construction Loan Agreement between the Bank and the Borrower dated May 6, 2021, and all amendments, restatements and replacements thereof (the "Construction Loan Agreement") to which reference is hereby made for a more complete statement of the terms and conditions under which the loan evidenced hereby is made and is to be repaid. The terms and conditions of the Construction Loan Agreement are hereby incorporated and made a part hereof by this reference thereto with the same force and effect as if set forth at length herein. No reference to the Construction Loan Agreement and no provisions of this Note or the Construction Loan Agreement shall alter or impair the absolute and unconditional obligation of the Borrower to pay the principal and interest on this Note as herein prescribed. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Construction Loan Agreement.

**Usury.** To the extent any law other than Federal law or Ohio law is deemed to govern this Note with respect to interest, the following provisions shall apply: The Bank does not intend to charge, collect or receive any interest that would exceed the maximum rate allowed by law. If the effect of any applicable law is to render usurious any amount called for under this Note or the other Related Documents, or if any amount is charged or received with respect to this Note, or if any prepayment by the Borrower results in the payment of any interest in excess of that permitted by law, then all excess amounts collected by the Bank shall be credited on the principal balance of this Note (or, if this Note and all other indebtedness arising under or pursuant to the other Related Documents shall have been paid in full, refunded to the Borrower), and the provisions of this Note and the other Related Documents shall immediately be deemed reformed and the amounts thereafter collectable reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law. All sums paid, or agreed to be paid, by the Borrower for the use, forbearance, or detention of money under this Note or the other Related Documents shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the usury ceiling from time to time in effect and applicable to such indebtedness for so long as such indebtedness is outstanding.

**Per Annum.** In this Note the term "Per Annum" means for a year deemed to be comprised of 360 days.

**Miscellaneous.** This Note binds the Borrower and its successors, and benefits the Bank, its successors and assigns. Any reference to the Bank includes any holder of this Note. If any one or more of the obligations of the Borrower under this Note or any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining obligations of the Borrower and the remaining provisions shall not in any way be affected or impaired; and the invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of such obligations or provisions in any other jurisdiction. Time is of the essence under this Note and in the performance of every term, covenant and obligation contained herein.

Address: 2031 Laurel Valley Dr  
Vernon Hills, IL 60061

**Borrower:**

AMJ HOLDINGS, LLC

By: \_\_\_\_\_

Allan S Oliva  
Printed Name

Member  
Title

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Roxana J Oliva  
Printed Name

Member  
Title

Date Signed: \_\_\_\_\_

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