



## PROMISSORY NOTE

**Borrower:** WALKER VENTURES, LLC  
180 NORTH LASALLE STREET, SUITE 2021  
CHICAGO, IL 60601

**Lender:** JPMorgan Chase Bank, NA  
Chicago Private Client Services LPO  
120 S. LaSalle  
Chicago, IL 60670

**Date of Note:** September 14, 2007

**Principal Amount:** \$1,480,500.00

**PROMISE TO PAY.** WALKER VENTURES, LLC ("Borrower") promises to pay to JPMorgan Chase Bank, NA ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Four Hundred Eighty Thousand Five Hundred & 00/100 Dollars (\$1,480,500.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on September 12, 2008. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 12, 2007, with all subsequent interest payments to be due on the same day of each month after that. Payments and any other credits shall be allocated among principal, interest and fees at the discretion of Lender unless otherwise required by applicable law. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown on loan account statements sent to the Borrower, Lender's address shown in any payment coupon book provided to the Borrower, or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the Prime Rate (the "Index"). "Prime Rate" shall mean the rate announced from time to time by Lender as its prime rate (which rate may not be the lowest, best or most favorable rate of interest which Lender may charge on loans to its customers). Each change in the rate to be charged on this Note will become effective without notice on the same day as the index changes. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point under the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower may pay without fee all or a portion of the principal amount owed hereunder earlier than it is due. All prepayments shall be applied to the indebtedness in such order and manner as Lender may from time to time determine in its sole discretion. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Private Client Services Loan Servicing, P.O. Box 36648 Louisville, KY 40233-6648.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon the occurrence of any Event of Default, including failure to pay upon final maturity, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon the occurrence of any Event of Default, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Transfer of Assets.** Borrower leases, sells, or otherwise conveys, or agrees to lease, sell, or otherwise convey, a material part of its assets or business outside of the ordinary course of business.

**Defaults with Respect to Third Parties.** Borrower fails to make any payment when due or fails to comply with or to perform any term, obligation, covenant or condition contained in any agreement between any other person and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Judgments or Decrees.** One or more judgments or decrees shall be entered against the Borrower and such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal.

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

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

**Failure to Comply with Laws.** Borrower fails to comply with all applicable statutes, laws, ordinances and governmental rules, regulations and orders to which it is subject or which are applicable to its business, property and assets.

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

**Events Affecting Guarantor.** Any of the preceding Events of Default occurs with respect to any guarantor of the Indebtedness as if the word "guarantor" were substituted for the word "Borrower" in such Event of Default, or any guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon the occurrence of any Event of Default, Lender may declare the entire unpaid principal balance on this Note and the indebtedness and all accrued unpaid interest immediately due, without notice (except that in the case of any Event of Default of the type described in the DEFAULT - insolvency section herein, such acceleration shall be automatic and not at Lender's option), and then Borrower will pay that amount. Borrower shall be liable for any deficiency remaining after disposition of any collateral which Lender may choose to realize upon.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**PROMISSORY NOTE**  
**(Continued)**

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**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** Borrower grants to Lender a security interest in, as well as a right of setoff against, and hereby assigns, conveys, delivers, pledges and transfers to Lender, as security for repayment of the Indebtedness, all Borrower's right, title and interest in and to all Borrower's accounts (whether checking, savings, or some other account) with Lender or any subsidiary or affiliate of JPMorgan Chase & Co. (each hereinafter referred to as a "Lender Affiliate") and all other obligations at any time owing by Lender or any Lender Affiliate to Borrower. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, without prior notice to Borrower and irrespective of (i) whether or not Lender has made any demand under this Note or the Related Documents or (ii) whether such indebtedness is contingent, matured or unmatured, to the extent permitted by law, to collect, charge and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations, and, at Lender's option, to administratively freeze or direct a Lender Affiliate to administratively freeze all such accounts and other obligations to allow Lender to protect Lender's security interest, collection, charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by security interest in and lien upon all collateral described in any Related Document.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. The unpaid principal balance of this Note shall increase and decrease with each new advance and payment hereunder, as the case may be. Subject to the terms hereof, Borrower may borrow, repay and reborrow hereunder. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**LATE CHARGES.** In the "Late Charge" provision set forth above, the following language is hereby added after the word "greater": "up to the maximum amount of Two Hundred Fifty Dollars (\$250.00) per late charge".

**FINANCIAL STATEMENTS.** Borrower shall furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**ENFORCEABILITY AND ORGANIZATION.** Borrower is duly authorized to transact business in all states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Borrower's execution, delivery and performance of this Note and all the Related Documents have been duly authorized by Borrower. This Note and all the Related Documents constitute legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms. If applicable, Borrower is an entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of its organization.

**INFORMATION WAIVER.** Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about the undersigned or about any matter relating to this document and the Related Documents, and the undersigned hereby waives any right to privacy the undersigned may have with respect to such matters.

**INDEBTEDNESS.** The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents, together with interest on such amounts as provided in this Note, and all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them to Lender, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of this Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise and whether recovery upon such amounts may be or hereafter become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter become otherwise unenforceable; and further includes, without limitation, all principal, interest, and other amounts, costs and expenses payable under the Related Documents, whether executed by the Borrower or by any other person or entity, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Related Documents, together with interest thereon as provided in the Related Documents.

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

**LIABILITIES FOR OBLIGATIONS UNDER RELATED DOCUMENTS.** Borrower also promises to pay to Lender all of the indebtedness. Borrower acknowledges that some of the Related Documents, pursuant to which indebtedness may arise, may be executed only by persons or entities other than the Borrower.

**PURPOSE.** Borrower agrees that no advances under this Note shall be used for personal, family or household purposes and that all advances hereunder shall be used solely for business, commercial, agricultural or other similar purposes.

**JURY WAIVER, THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.**

**ADDITIONAL CONDITION TO ADVANCES.** In addition to the conditions identified in the paragraph above entitled "Line of Credit", the Lender will have no obligation to advance funds under the Note if to do so would cause an Event of Default under the Note.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of this Note. It is agreed that any payment which would otherwise for any reason be deemed unlawful interest under applicable law shall be deemed to have been applied to the unpaid principal balance of this Note, or to other indebtedness. The unpaid balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. Unless specifically permitted otherwise by the terms and conditions of this Note, no alteration of or amendment to this Note shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of this Note, or the Related Documents or of any participation interest in this Note or Related Documents to one or more purchasers, whether related or unrelated to Lender. Borrower waives any and all notices of sale of this Note, the Related Documents or of any participation interests, as well as any notices of any repurchases of this Note, the Related Documents, or of any participation interests. The obligations under this Note are joint and several.

**ILLINOIS INSURANCE NOTICE.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement



# Private Client Services Loan Extension Agreement

You have requested an extension of the final maturity date of your loan from JPMorgan Chase Bank, NA, which is further identified below. Pursuant to that request, provided you are not otherwise in default under the terms of the Loan, the final maturity date of the loan is extended three months from the current maturity date. All other terms and conditions of your Loan will remain the same, including but not limited to regularly scheduled payments of interest and principal (If any). All rights described in the documentation for the Loan are and remain binding in all respects. This extension agreement shall not release or affect the liability of any guarantor, surety or endorser of the Loan, or release any security interest granted by any owner or any collateral securing the Loan. This agreement is a modification only, and not a novation.

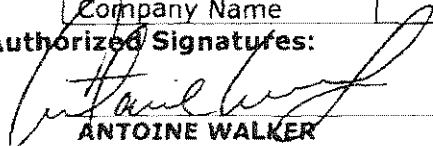
Each Borrower continues to authorize any attorney at law to appear in an action on the Loan, as modified, at any time after the same becomes due, whether by acceleration or otherwise, in any court of record in or of the State where the Loan was executed, or of elsewhere, and to waive the issuing and service of process against any or all Borrower, enter an appearance and to confess judgment in favor of JPMorgan Chase Bank, NA against any or all Borrowers for the amount that may be due under the Loan, as modified, together with costs of suit, and to release all errors and waive all rights of appeal and stay of execution from the judgment rendered. After the judgment is entered against any one or more Borrowers, the powers herein conferred may be exercised as to any one or more of the other Borrowers. The death of any Borrower shall not impair the authority herein granted as to the survivor or survivors of such Borrower.

Failure to comply with any requirements as stated in this extension agreement will nullify this request. JPMorgan Chase Bank, NA shall not be bound by this Agreement until JPMorgan Chase Bank, NA has executed the Acknowledgement and Agreement below.

**Please complete the following information:**

Obligor/Facility ID #'s	<b>806607010703402887</b>
Borrower's Name	<b>WALKER VENTURES LLC</b>
Street Address	<b>180 N LA SALLE ST STE 2021</b>
City, State, Zip	<b>CHICAGO, IL 60601</b>
Company Name	


**Authorized Signatures:**

 <b>ANTOINE WALKER</b>	<i>Member</i> Title	9/15/08 Date
Enter name of authorized signer here	Title	Date
Enter name of authorized signer here	Title	Date
Enter name of authorized signer here	Title	Date

**ACKNOWLEDGEMENT AND AGREEMENT:**

The foregoing Private Client Services Loan Extension Agreement is hereby acknowledged and agreed to this 10th day of September, 2008.

JPMorgan Chase Bank, NA  
 By   
**WILLIAM CESARIO**

  
**JOSEPH O'MALLEY**

For Use in Illinois only

# Private Client Services Loan Maturity Extension

## Account Information:

Obligor/Facility ID#'s	<b>80660701/198069967</b>
UCN #	<b>007184336000</b>
Borrower's Name	<b>WALKER VENTURES LLC</b>
Street Address	<b>180 N. LA SALLE ST., STE 2021</b>
City, State, Zip	<b>CHICAGO, IL 60601</b>

Loan Amount	<b>\$1,480,500.00</b>	Facility Grade	<b>5-</b>
Total MEA	<b>\$1,480,500.00</b>	New facility Maturity Date	<b>12/12/2008</b>

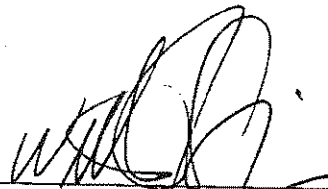
Collateral	<b>PROPERTY LOCATED AT 5737-5739 S. PRAIRIE AVENUE, UNIT 1N - PARKING SPACE P-1, UNIT 1S - PARKING SPACE P-2, UNIT 2N - PARKING SPACE P-3, UNIT 2S - PARKING SPACE P-4, UNIT 3N - PARKING SPACE P-5 UNIT 3S - PRKG SPACE P-6, UNIT 4N - PARKING SPACE P-7, UNIT 4S - PARKING SPACE P-8, CHICAGO, IL 60637</b>
ARC Proposal #	<b>0708158770</b>
Cost of Funds if applicable	
Cost of Funds Rate	
NL#	
Rate Maturity Date	

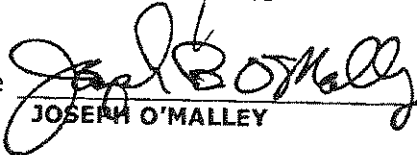
The Banker and a second signature from an appropriate level Private Banking loan authority verifies the following:

- 1) All loans in the borrowing relationship must have a Facility Grade of "6+" or better.
- 2) There has been no downgrade since the last approval
- 3) The loan is a business purpose loan booked on the ACBS loan system.
- 4) The Borrower is not in default of any covenants including borrowing base, other than defaults caused by a delay in receipt of annual financial information.
- 5) Outstanding payments (principal and interest) are collected through the most recent billing date.
- 6) The loan is not a Guidance Line of Credit.
- 7) This approval is on a disaggregated basis.
- 8) The loan meets match funding criteria.  
 Short Term =< Less 1yr greater then \$500M  
 Loan Term => Greater 1yr greater then \$100m

Banker's **WILLIAM CESARIO**

Phone # 312/732-8034  
 Market BUS. OWNERS II

Signature  Date 9/10/08  
WILLIAM CESARIO

Second Approval Signature  Date 9/10/08  
JOSEPH O'MALLEY

\* extension for 90 days with instruction  
to have the client move this relationship.  
high debt level with nominal liquidity

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

JPMORGAN CHASE BANK, )  
a national banking association, )  
 )  
Plaintiff, )  
 ) Case No: 09 C 1833  
v. )  
 ) Hon. Milton I. Shadur  
WALKER VENTURES, LLC, )  
a Florida limited liability company, )  
 )  
and )  
 )  
ANTOINE WALKER, an individual, )  
 )  
 )  
Defendants. )

AFFIDAVIT OF JOEY T. ORR

I, Joey T. Orr, being first duly sworn on oath, certify under penalty of perjury as provided by the laws of the United States of America as follows::

1. I am a Vice President with the Plaintiff, JPMorgan Chase Bank, NA, a national banking association ("Plaintiff"). If called as a witness in this matter, I can competently testify to the facts set forth in this Affidavit.

2. Plaintiff maintains files on all of the loans it makes, either on a direct basis to a customer or as a result of a purchase by Plaintiff of a lease, retail installment contract or other form of security documentation from one of its commercial customers; and these files are kept, maintained and reviewed in the ordinary course of Plaintiff's business.

3. The files contained either originals or copies of all loan documentation depending upon the internal rules of Plaintiff with respect to the safekeeping of specific loan documents.

4. As Plaintiff's officer with principal responsibility for maintaining that certain

Promissory Note by Defendant Walker Ventures, LLC ("Walker Ventures") in favor of Plaintiff dated as of September 14, 2007 in the principal amount of \$1,480,500.00, and that certain Private Client Services Loan Extension agreement executed by Walker Ventures and Plaintiff on September 15, 2008 (collectively, the "Note"), I am custodian of Plaintiff's files pertaining to this Note, including but not limited to that certain Commercial Guaranty (the "Guaranty," and with the Note, the "Loan Documents") by Defendant Antoine Walker (collectively, with Walker Ventures, the "Defendants") in favor of Plaintiff dated as of September 14, 2007. True and correct copies of the Loan Documents are attached as Exhibits A, B and D to Plaintiff's Motion for Entry of Judgment by Confession (the "Motion").

5. I am familiar with the material allegations of Plaintiff's Complaint and the Motion, and those allegations are true in substance and in fact.

6. The Loan Documents were executed by Defendants in Cook County, Illinois.

7. Defendants, jointly and severally, owe Plaintiff the following amounts under the Note and Guaranty:

Principal	\$1,480,500.00
Interest (through 8/11/09)	\$61,372.91
Total	\$1,541,872.91

Per diem interest continues to accrue at the rate of \$215.91 after August 11, 2009.

8. In addition to the amounts above, Plaintiff has incurred legal fees of \$29,943.56 through August 11, 2009 in its efforts to enforce its rights and remedies under the Note and Guaranty.



9. All setoffs and credits have been appropriately applied to the account of  
Defendants hereunder.

FURTHER AFFIANT SAYETH NAUGHT.



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JOEY T. ORR

## COMMERCIAL GUARANTY

**Borrower:** WALKER VENTURES, LLC  
180 NORTH LASALLE STREET, SUITE 2021  
CHICAGO, IL 60601

**Lender:** JPMorgan Chase Bank, NA  
Chicago Private Client Services LPO  
120 S. LaSalle  
Chicago, IL 60670

**Guarantor:** ANTOINE WALKER  
5335 WISCONSIN AVENUE, NW, APT 850  
WASHINGTON, DC 20015

**AMOUNT OF GUARANTY.** The amount of this Guaranty is Unlimited.

**CONTINUING UNLIMITED GUARANTY.** For good and valuable consideration, ANTOINE WALKER ("Guarantor") absolutely and unconditionally guarantees and promises to pay to JPMorgan Chase Bank, NA ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of WALKER VENTURES, LLC ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

**INDEBTEDNESS GUARANTEED.** The indebtedness guaranteed by this Guaranty includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

**NATURE OF GUARANTY.** This Guaranty is a guaranty of payment and not of collection. Therefore, the Lender can insist that the Guarantor pay immediately, and the Lender is not required to attempt to collect first from the Borrower, any collateral, or any other person liable for the Indebtedness.

**OTHER GUARANTIES.** If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unexpired guaranties.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all Indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness. All renewals, extensions, substitutions, and modifications of the Indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new Indebtedness. This Guaranty shall bind Guarantor's estate as to Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. Guarantor shall be liable, jointly and severally, with Borrower and any other guarantor of all or any part of the Indebtedness, and release of any other guarantor of all or any part of the Indebtedness, or termination or revocation of any other guaranty of all or any part of the Indebtedness, shall not affect the liability of Guarantor under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of Indebtedness, even to zero dollars (\$0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed Indebtedness remains unpaid and even though the Indebtedness guaranteed may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral, and release the Borrower, with or without the assumption of the Indebtedness by any other entity; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition; and (K) as of the date hereof, and after giving effect to this Guaranty, (1) Guarantor is and will be solvent, (2) the fair saleable value of Guarantor's assets exceeds and will continue to exceed Guarantor's liabilities (both fixed and contingent), (3) Guarantor is and will continue to be able to pay Guarantor's debts as they mature, and (4) if Guarantor is not an individual, Guarantor has and will continue to have sufficient capital to carry on its business and all businesses in which it is about to engage. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any

act or omission of any kind, or at any time, with respect to any matter whatsoever.

In addition to the waivers set forth herein, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of Lender and Borrower, and Lender's and Borrower's respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

The Guarantor agrees that the provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of the Guarantor under this Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of the Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Guarantor or the Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; (F) any right to claim the Guaranty is conditioned on anyone else executing this or any other guaranty; or (G) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**RIGHT OF SETOFF.** Guarantor grants to Lender a security interest in, as well as a right of setoff against, and hereby assigns, conveys, delivers, pledges and transfers to Lender, as security for repayment of the Indebtedness, all Guarantor's right, title and interest in and to all Guarantor's accounts (whether checking, savings, or some other account) with Lender or any subsidiary or affiliate of JPMorgan Chase & Co. (each hereinafter referred to as a "Lender Affiliate") and all other obligations at any time owing by Lender or any Lender Affiliate to Guarantor. This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. Guarantor authorizes Lender, without prior notice to Guarantor and irrespective of (i) whether or not Lender has made any demand under this Guaranty or the Related Documents or (ii) whether such Indebtedness is contingent, matured or unmatured, to the extent permitted by law, to collect, charge and/or setoff all sums owing on the Indebtedness against any and all such accounts and other obligations, and, at Lender's option, to administratively freeze or direct a Lender Affiliate to administratively freeze all such accounts and other obligations to allow Lender to protect Lender's security interest, collection, charge and setoff rights provided in this paragraph.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**CONFESSION OF JUDGMENT.** Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Guarantor for the unpaid amount of this Guaranty as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor has granted herein arising out of or connected with the confession of judgment hereunder.

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

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

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

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

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

**Choice of Venue.** If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that

fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Loan indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

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

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

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**THE FOLLOWING NOTICE IS REQUIRED BY ILLINOIS LAW:** Unless Guarantor provides Lender with evidence of the insurance coverage required by Guarantor's agreement with Lender, Lender may purchase insurance at Guarantor's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Guarantor's interests. The coverage that Lender purchases may not pay any claim that Guarantor makes or any claim that is made against Guarantor in connection with the collateral. Guarantor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Guarantor has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Guarantor will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Guarantor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Guarantor may be able to obtain on Guarantor's own.

**JURY WAIVER.** THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

**INFORMATION WAIVER.** Lender may provide, without any limitation whatsoever, to any one or more purchasers of any indebtedness, potential purchasers of any indebtedness, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about Guarantor or about any matter relating to the indebtedness, and Guarantor hereby waives any right to privacy Guarantor may have with respect to such matters.

**EXAMPLES OF INDEBTEDNESS, INCLUDING DEPOSIT ACCOUNT INDEBTEDNESS, LOAN INDEBTEDNESS, ETC., TOGETHER WITH EXCLUSION OF BORROWER'S CONSUMER INDEBTEDNESS.** Guarantor agrees the indebtedness as described herein in the paragraph captioned "indebtedness Guaranteed" is used in its most comprehensive sense. As examples, and not as limitation, the indebtedness of Borrower includes: (a) any overdraft in any deposit account of Borrower, accruing for any reason; (b) any obligations, including any overdraft in any deposit account of Borrower, related to Automated Clearing House ("ACH") services or products, deposit account services or products, or treasury management services or products, including any agreement with respect thereto; (c) any transaction (including any agreement with respect thereto) between Borrower and the Lender or JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (each a "Rate Management Transaction"); (d) any obligation related to any loan or credit transaction (including any agreement with respect thereto), whether evidenced by a promissory note, credit agreement, letter of credit application, or any other agreement; (e) any obligation related to commercial credit card transactions (including an agreement with respect thereto); (f) any obligation related to any lease (including an agreement with respect thereto); (g) any obligation related to any guaranty of the obligations of others by Borrower; (h) any obligation under a Related Document; and (i) all other obligations of Borrower to Lender. The indebtedness shall not include credit, obligations, liabilities, or indebtedness of the Borrower incurred primarily for personal, family or household purposes.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means WALKER VENTURES, LLC, and all other persons and entities signing the Note in whatever capacity.

**Guarantor.** The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation ANTOINE WALKER.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns.

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

**CONFESSION OF JUDGMENT.** Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Guarantor for the unpaid amount of this Guaranty as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor has granted herein arising out of or connected with the confession of judgment hereunder.

COMMERCIAL GUARANTY  
(Continued)

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL GUARANTY AND GUARANTOR AGREES TO ITS TERMS. THIS COMMERCIAL GUARANTY IS DATED SEPTEMBER 14, 2007.

GUARANTOR:

X   
ANTOINE WALKER

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

JPMORGAN CHASE BANK, )  
a national banking association, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
WALKER VENTURES, LLC, )  
a Florida limited liability company, )  
 )  
and )  
 )  
ANTOINE WALKER, an individual, )  
 )  
Defendants. )

Case No: 09 C 1833

Hon. Milton I. Shadur

**PETITION FOR ATTORNEYS' FEES AND AFFIDAVIT OF ERICH S. BUCK**

In support of Plaintiff's Petition for Attorneys' Fees and expenses, Erich S. Buck, being first duly sworn on oath, deposes and states under penalty of perjury that he has knowledge of the facts set forth in this Petition, and if sworn as a witness I can competently testify to the following facts:

1. Erich S. Buck is an attorney licensed to practice by the Supreme Court of Illinois since 2001 and is a lawyer in the firm of Adelman & Gettleman, Ltd., which represents Plaintiff in these proceedings.

2. Affiant has personal knowledge as to the office procedures of Adelman & Gettleman, Ltd., concerning the recording of daily time, its entry on the computer system, and the general operation of the software, together with the record retention procedures of the firm. The firm of Adelman & Gettleman, Ltd. has throughout its representation pertinent to this matter,

employed a time-keeping system under which each attorney makes daily notations as to his efforts and activities on behalf of clients. The information set forth in those daily notations are, under procedures established by Adelman & Gettleman, Ltd, entered onto a computer system.

3. Both the computer hardware and the software (Juris) are generally recognized and employed in the business and legal community.

4. According to the records of Adelman & Gettleman, Ltd., kept and maintained as aforesaid, the attorneys designated below have devoted hours in the representation of Plaintiff in this matter, allocated between such attorneys as follows:

RECAP OF HOURS:

Howard L. Adelman	4.00 hours @ \$350 per hour
Erich S. Buck	107.20 hours @ \$245 per hour
TOTAL FEES	\$27,664.00
COSTS	\$2,279.56

The time entries set forth and depicted on the attached Schedule 1 are true and accurate depictions of the time entries and actually reflect the time devoted to the representation of the Plaintiff, including the out-of-pocket expenses.

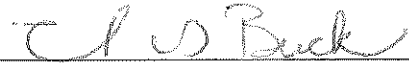
5. Based on Affiant's knowledge of the general legal community in the Chicago area regarding billing practices and rates, and having contracted for legal services with attorneys in such community, Affiant suggests and it is his opinion that the following hourly rates are fair and reasonable for the following individuals:

A.	Howard L. Adelman	\$350.00 per hour
B.	Erich S. Buck	\$245.00 per hour

6. Affiant was aware and personally participated in this matter. Affiant has reviewed

all the time-slip entries relating to this matter. It is Affiant's opinion that the time was necessary and appropriate for the proper representation of Plaintiff's claims and positions in this matter.

FURTHER AFFIANT SAYETH NAUGHT.

Handwritten signature of Erich S. Buck in cursive script.

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ERICH S. BUCK



# Adelman & Gettleman, Ltd.

## Timekeeper Diary

Report ID: OT1000 - 10518  
 Wednesday, August 19, 2009

Show Entry Narratives  
 Date [01/01/2009 - 08/31/2009]

Printed By RM  
 Page 1

### Buck, Erich S

Client/Matter	Task Code	Activity Code	Bill ?	Hours Worked	Hours To Bill	Rate	Amount
<b>Thursday, February 19, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed Walker Ventures matter with HLA; searched online for information regarding Antoine Walker's DUI court date(s).	B100	A101	Y	0.60	0.60	245.00	147.00
<b>Totals for Day</b>				0.60	0.60		\$147.00
<b>Friday, February 20, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of loan documents in preparation for drafting complaint; outlined issues for same.	L110	A104	Y	2.10	2.10	245.00	514.50
<b>Totals for Day</b>				2.10	2.10		\$514.50
<b>Wednesday, February 25, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted and revised complaint on note and guaranty.	L210	A103	Y	1.80	1.80	245.00	441.00
<b>Totals for Day</b>				1.80	1.80		\$441.00
<b>Thursday, February 26, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Revised complaint on note and guaranty.	L210	A103	Y	0.80	0.80	245.00	196.00
<b>Totals for Day</b>				0.80	0.80		\$196.00
<b>Friday, February 27, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and revised complaint; researched treatise law on diversity and personal jurisdiction.	L210	A102	Y	2.30	2.30	245.00	563.50
<b>Totals for Day</b>				2.30	2.30		\$563.50
<b>Monday, March 02, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Researched and reviewed Illinois law on personal jurisdiction.	L210	A102	Y	1.60	1.60	245.00	392.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of client documents; reviewed complaint.	L210	A103	Y	1.70	1.70	245.00	416.50
<b>Totals for Day</b>				3.30	3.30		\$808.50
<b>Wednesday, March 04, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Researched in depth possible locations for service of process on Antoine Walker and Walker Ventures.	L110	A102	Y	4.80	4.80	245.00	1,176.00
<b>Totals for Day</b>				4.80	4.80		\$1,176.00
<b>Thursday, March 05, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and revised complaint on note and guaranty.	L210	A103	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				0.20	0.20		\$49.00
<b>Friday, March 06, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Conducted additional research on service of process for defendants.	L110	A102	Y	2.20	2.20	245.00	539.00
<b>Totals for Day</b>				2.20	2.20		\$539.00
<b>Tuesday, March 10, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and emailed complaint and summary of outstanding issues to client.	L210	A106	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				0.30	0.30		\$73.50
<b>Monday, March 09, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Emailed HLA detailed summary of complaint status and issues regarding same.	L210	A105	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				0.20	0.20		\$49.00

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Client/Matter	Task Code	Activity Code	Bill ?	Hours Worked	Hours To Bill	Rate	Amount
<b>Monday, March 23, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Reviewed client corporate information; drafted corporate disclosure statement for complaint.	L210	A103	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.50	0.50		\$122.50
<b>Tuesday, March 24, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and revised complaint; prepared corporate disclosure statement, civil cover sheet and summons for same.	L120	A103	Y	1.70	1.70	245.00	416.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Prepared cover letter and complaint for process server; discussed same with process server.	L210	A108	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				2.00	2.00		\$490.00
<b>Wednesday, March 25, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Researched Shadur opinions and 7th Circuit law on diversity jurisdiction; researched same on personal jurisdiction.	L210	A102	Y	2.70	2.70	245.00	661.50
<b>Totals for Day</b>				2.70	2.70		\$661.50
<b>Friday, April 03, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed complaint amendment with HLA; revised same and prepared for filing.	L210	A103	Y	0.40	0.40	245.00	98.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed complaint service with process server; prepared letter and complaint amendment for service.	L210	A108	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				0.70	0.70		\$171.50
<b>Thursday, March 26, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Researched and reviewed Shadur opinions on pleading requirements.	L210	A102	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.50	0.50		\$122.50
<b>Friday, February 20, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed complaint with HLA.	L210	A105	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				0.30	0.30		\$73.50
<b>Thursday, April 09, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Reviewed court's status order; emailed same to client.	L190	A104	Y	0.10	0.10	245.00	24.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service with process server; prepared letter and order to process server for service thereof.	L210	A108	Y	0.30	0.30	245.00	73.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of federal and local rules regarding Rule 26 disclosures and status conference.	L210	A102	Y	3.70	3.70	245.00	906.50
<b>Totals for Day</b>				4.10	4.10		\$1,004.50
<b>Friday, April 10, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service with process server; discussed same with HLA.	L110	A108	Y	0.40	0.40	245.00	98.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Reviewed corporate information for alternative service on LLC.	L110	A104	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				0.60	0.60		\$147.00

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### Buck, Erich S

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<b>Monday, April 13, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed service of alias summons on Walker Ventures with process server; prepared cover letter and pleadings for service.	L210	A108	Y	0.90	0.90	245.00	220.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with process server.	L210	A108	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				<b>1.10</b>	<b>1.10</b>		<b>\$269.50</b>
<b>Tuesday, April 14, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with process server.	L210	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with HLA.	L210	A105	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				<b>0.30</b>	<b>0.30</b>		<b>\$73.50</b>
<b>Wednesday, April 01, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of Shadur opinions on subject matter jurisdiction; reviewed memorandum order regarding same; drafted and revised amendment to complaint.	L210	A103	Y	2.20	2.20	245.00	539.00
<b>Totals for Day</b>				<b>2.20</b>	<b>2.20</b>		<b>\$539.00</b>
<b>Wednesday, April 22, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with process server.	L210	A108	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				<b>0.10</b>	<b>0.10</b>		<b>\$24.50</b>
<b>Monday, April 27, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with HLA; discussed same with process server.	L210	A105	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed service on Antoine Walker with process server.	L210	A108	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				<b>0.50</b>	<b>0.50</b>		<b>\$122.50</b>
<b>Tuesday, April 28, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures in Chicago with process server.	L110	A108	Y	0.10	0.10	245.00	24.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures in Miami with process server.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted Rule 26 disclosures; emailed client summary of information requested or same.	L310	A103	Y	2.10	2.10	245.00	514.50
<b>Totals for Day</b>				<b>2.40</b>	<b>2.40</b>		<b>\$588.00</b>
<b>Wednesday, April 29, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and revised Rule 26 disclosures.	L210	A103	Y	2.40	2.40	245.00	588.00
<b>Totals for Day</b>				<b>2.40</b>	<b>2.40</b>		<b>\$588.00</b>
<b>Monday, May 04, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Miami process server.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of client responses for Rule 26 disclosures; revised disclosures and emailed to client for review; prepared disclosures for service on defendants.	L210	A103	Y	2.30	2.30	245.00	563.50

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01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on service of process on house sitter and adequacy thereof.	L210	A102	Y	3.30	3.30	245.00	808.50
<b>Totals for Day</b>				5.80	5.80		\$1,421.00
<b>Wednesday, May 06, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Chicago process server; faxed hearing date information to same.	L110	A108	Y	0.40	0.40	245.00	98.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on service of process on person "residing" at defendant's residence.	L120	A102	Y	1.90	1.90	245.00	465.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Miami process server.	L110	A108	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				2.50	2.50		\$612.50
<b>Monday, May 11, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Chicago process server.	L110	A108	Y	0.10	0.10	245.00	24.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Miami process server.	L110	A108	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.20	0.20		\$49.00
<b>Wednesday, May 13, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Chicago process server.	L110	A108	Y	0.10	0.10	245.00	24.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service and status conference with HLA; emailed clients regarding same.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of Walker Ventures records for alternative addresses for service.	L110	A102	Y	3.50	3.50	245.00	857.50
<b>Totals for Day</b>				3.80	3.80		\$931.00
<b>Friday, May 15, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Outlined arguments on adequacy of service of Walker's housesitter in preparation for Monday's status hearing; reviewed and analyzed case law for same.	L450	A101	Y	3.10	3.10	245.00	759.50
<b>Totals for Day</b>				3.10	3.10		\$759.50
<b>Wednesday, April 15, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Emailed client with update on status of service; discussed same with HLA.	L210	A106	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				0.30	0.30		\$73.50
<b>Thursday, May 14, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Chicago process server.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Researched in detail alternative addresses for service on Walker Ventures and Antoine Walker, including search of Cook County recorder and assessor records.	L110	A102	Y	3.90	3.90	245.00	955.50
<b>Totals for Day</b>				4.10	4.10		\$1,004.50

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### Buck, Erich S

Client/Matter	Task Code	Activity Code	Bill ?	Hours Worked	Hours To Bill	Rate	Amount
<b>Friday, May 15, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service on Walker Ventures with Chicago process server.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Prepare letter and copy of affidavit of service to Judge Shadur.	L190	A103	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed details of service on Walker house sitter with Miami process server in preparation for status conference.	L110	A108	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.90	0.90		\$220.50
<b>Tuesday, May 19, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed possible retention of private investigator with Adam Campbell.	L110	A108	Y	0.20	0.20	245.00	49.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of county land records in effort to locate Antoine Walker.	L110	A102	Y	3.80	3.80	245.00	931.00
<b>Totals for Day</b>				4.00	4.00		\$980.00
<b>Thursday, May 21, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed details of investigation and retention with Miami private investigator; emailed client regarding same.	L110	A108	Y	0.60	0.60	245.00	147.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Prepared alias summons for delivery to Miami investigator.	L110	A101	Y	0.10	0.10	245.00	24.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed details of Antoine Walker's premises with Miami process server.	L110	A108	Y	0.30	0.30	245.00	73.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on legality of GPS tracking; exchanged detailed emails with client regarding same.	L110	A102	Y	3.20	3.20	245.00	784.00
<b>Totals for Day</b>				4.20	4.20		\$1,029.00
<b>Friday, May 22, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of Illinois and Florida law governing LLCs and services of process thereon; exchanged detailed emails with client regarding same.	L110	A102	Y	3.80	3.80	245.00	931.00
<b>Totals for Day</b>				3.80	3.80		\$931.00
<b>Tuesday, May 26, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Emailed client regarding update on service of process alternatives.	L110	A106	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.10	0.10		\$24.50
<b>Tuesday, June 02, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on waiver of service of process by contract; Research, review and analysis of Illinois law on confession of judgment.	L110	A102	Y	2.50	2.50	245.00	612.50
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed service of process on Walker Ventures with HBM; emailed client with status update regarding same.	L110	A105	Y	0.30	0.30	245.00	73.50
<b>Totals for Day</b>				2.80	2.80		\$686.00
<b>Wednesday, June 03, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on confessions of judgment and waiver of service of process.	L110	A102	Y	4.80	4.80	245.00	1,176.00
<b>Totals for Day</b>				4.80	4.80		\$1,176.00
<b>Thursday, June 04, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted detailed summary of law on confession of judgment and waiver of service; emailed same to client.	L110	A106	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.50	0.50		\$122.50

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<b>Monday, May 04, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Called Antoine Walker for Rule 26(f) conference.	L390	A108	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.10	0.10		\$24.50
<b>Wednesday, May 06, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted and revised letter to Antoine Walker regarding status of Rule 26(f) conference; emailed copy of same to client.	L390	A103	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.50	0.50		\$122.50
<b>Thursday, May 14, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Additional research, review and analysis of law on service of persons "residing" at defendant's abode.	L120	A102	Y	2.80	2.80	245.00	686.00
<b>Totals for Day</b>				2.80	2.80		\$686.00
<b>Friday, May 15, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Research, review and analysis of law on Illinois statutes governing service of process by special order of court.	L190	A102	Y	2.40	2.40	245.00	588.00
<b>Totals for Day</b>				2.40	2.40		\$588.00
<b>Monday, May 18, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Prepared for status hearing and attended same; emailed client regarding same.	L450	A101	Y	1.30	1.30	245.00	318.50
<b>Totals for Day</b>				1.30	1.30		\$318.50
<b>Wednesday, May 20, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed with Miami private investigator terms of possible retention.	L110	A108	Y	0.20	0.20	245.00	49.00
<b>Totals for Day</b>				0.20	0.20		\$49.00
<b>Tuesday, June 09, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analysis of Walker Ventures court records for information on possible service alternatives; emailed detailed summary to client regarding same.	L110	A104	Y	2.20	2.20	245.00	539.00
<b>Totals for Day</b>				2.20	2.20		\$539.00
<b>Wednesday, June 10, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service generally with Miami process server; prepared letter and alias summons for LLC and Walker to same.	L110	A108	Y	0.50	0.50	245.00	122.50
<b>Totals for Day</b>				0.50	0.50		\$122.50
<b>Friday, June 12, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Exchanged emails with client regarding service options.	L110	A106	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.10	0.10		\$24.50
<b>Monday, June 15, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service with Miami process server.	L110	A108	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.10	0.10		\$24.50
<b>Tuesday, June 16, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed details of investigative services with Javier Yanes; emailed detailed summaries regarding same to Javier and to Miami process server.	L110	A108	Y	0.80	0.80	245.00	196.00
<b>Totals for Day</b>				0.80	0.80		\$196.00

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<b>Monday, June 22, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of investigation of Antoine Walker with Javier Yanes; discussed same with Miami process server; exchanged emails with client regarding same.	L110	A108	Y	0.40	0.40	245.00	98.00
				<b>Totals for Day</b>			<b>\$98.00</b>
<b>Monday, July 06, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Exchanged emails with Miami private investigator for status update; emailed LA regarding same.	L110	A108	Y	0.10	0.10	245.00	24.50
				<b>Totals for Day</b>			<b>\$24.50</b>
<b>Friday, July 10, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Emailed clients with update on status of service on Antoine Walker.	L110	A106	Y	0.10	0.10	245.00	24.50
				<b>Totals for Day</b>			<b>\$24.50</b>
<b>Monday, July 13, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Exchanged emails with Miami private investigator regarding service update; sent detailed email to client outlining service options in advance of Thursday status hearing.	L110	A106	Y	0.60	0.60	245.00	147.00
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service with private investigator.	L110	A108	Y	0.10	0.10	245.00	24.50
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed status of service and confession of judgment with clients.	L110	A106	Y	0.20	0.20	245.00	49.00
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Discussed confession of judgment with HBM.	L210	A105	Y	0.20	0.20	245.00	49.00
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted motion and order to extend service deadline for complaint; Review and analysis of local rules regarding same.	L210	A103	Y	2.60	2.60	245.00	637.00
				<b>Totals for Day</b>			<b>\$906.50</b>
<b>Tuesday, July 14, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Reviewed and revised motion and order to extend complaint service deadline; prepared cover letter to court for same; exchanged emails with private investigator regarding case status.	L210	A103	Y	1.20	1.20	245.00	294.00
				<b>Totals for Day</b>			<b>\$294.00</b>
<b>Wednesday, July 15, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Exchanged emails with Javier Yanes for status update regarding location of Antoine Walker; emailed client with update.	L110	A106	Y	0.20	0.20	245.00	49.00
				<b>Totals for Day</b>			<b>\$49.00</b>
<b>Thursday, July 16, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Prepared for and attended status hearing before Judge Shadur; emailed client regarding same.	L450	A109	Y	0.80	0.80	245.00	196.00
				<b>Totals for Day</b>			<b>\$196.00</b>
<b>Thursday, July 23, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Begin drafting amended complaint with confession of judgment and related confession pleadings.	L210	A103	Y	2.40	2.40	245.00	588.00
				<b>Totals for Day</b>			<b>\$588.00</b>
<b>Friday, July 24, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Drafted confession of judgment pleadings.	L210	A103	Y	1.90	1.90	245.00	465.50
				<b>Totals for Day</b>			<b>\$465.50</b>

# Adelman & Gettleman, Ltd.

## Timekeeper Diary

Report ID: OT1000 - 10518  
 Wednesday, August 19, 2009

Show Entry Narratives  
 Date [01/01/2009 - 08/31/2009]

Printed By RM  
 Page 9

**Buck, Erich S**

Client/Matter	Task Code	Activity Code	Bill ?	Hours Worked	Hours To Bill	Rate	Amount
<b>Wednesday, July 29, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures discussed with HLA status of confession of judgment.	L120	A105	Y	0.10	0.10	245.00	24.50
<b>Totals for Day</b>				0.10	0.10		\$24.50
<b>Monday, August 03, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures researched public records online regarding possible bankruptcy filing by Antoine Walker.	L110	A102	Y	0.80	0.80	245.00	196.00
<b>Tuesday, August 11, 2009</b>							
1001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Proofread and revised amended complaint; proofread and revised confession of judgment pleadings and affidavits; researched military record issue for entry of judgment.	L210	A103	Y	4.60	4.60	245.00	1,127.00
<b>Totals for Day</b>				4.60	4.60		\$1,127.00



# Adelman & Gettleman, Ltd.

## Timekeeper Diary

Report ID: OT1000 - 10519  
 Wednesday, August 19, 2009

Show Entry Narratives  
 Date [01/01/2009 - 08/31/2009]

Printed By RM  
 Page 3

**Adelman, Howard L.**

Client/Matter	Task Code	Activity Code	Bill ?	Hours Worked	Hours To Bill	Rate	Amount
<b>Friday, March 06, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Lengthy telephone conference with Joey Orr regarding problem with real estate description; proofread final draft of lawsuit.	B100	A107	Y	0.30	0.30	350.00	105.00
<b>Totals for Day</b>				0.30	0.30		\$105.00
<b>Thursday, March 05, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Review and analyze draft of complaint; revise draft of complaint; preparation of e-mail to clients.	B100	A104	Y	0.80	0.80	350.00	280.00
<b>Totals for Day</b>				0.80	0.80		\$280.00
<b>Friday, February 20, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Confer with ESB regarding diversity action and review rules on diversity actions.	B100	A105	Y	0.40	0.40	350.00	140.00
<b>Totals for Day</b>				0.40	0.40		\$140.00
<b>Thursday, February 19, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Continue review and analysis of Walker Venture documents including mortgage, promissory note, loan agreement, guaranty; outline issues for complaint.	B100		Y	0.80	0.80	350.00	280.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Commence search to identify defendant Antoine Walker; review google articles; review corporate searches.	B100		Y	0.50	0.50	350.00	175.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Preparation of two (2) e-mails to Elaine and Joey regarding status of Antoine Walker, corporate status and initiation of federal lawsuit.	B100		Y	0.30	0.30	350.00	105.00
<b>Totals for Day</b>				1.60	1.60		\$560.00
<b>Wednesday, February 18, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Lengthy telephone conference with Elaine and Joey regarding obligation to bank from Walker Ventures and Antoine Walker; discuss strategy, obligations and approach; outline issues and discuss matter with ESB.	B100		Y	0.50	0.50	350.00	175.00
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Commence review and analysis of personal guaranty signed by Antoine Walker; outline issues for discussion with ESB and client.	B100		Y	0.30	0.30	350.00	105.00
<b>Totals for Day</b>				0.80	0.80		\$280.00
<b>Wednesday, July 29, 2009</b>							
01001-00087 JPMorgan Chase Bank, N.A. / Walker Ventures Confer with ESB regarding status of collection matter and strategy upon confession of judgment.	B100	A105	Y	0.10	0.10	350.00	35.00
<b>Totals for Day</b>				0.10	0.10		\$35.00

**DISBURSEMENTS**

03/25/09	Delivery/Messenger to TC Mann in Miami, FL	13.25
		<hr/>
	Total disbursements for this matter	\$13.25

**DISBURSEMENTS**

03/24/09	ILND CM ECF Filing Fee	350.00
04/03/09	Vendor Clerk, U. S. District Court; Filing Amendment to Complaint	350.00
04/03/09	Delivery/Messenger to TC Mann in Miami, FL	13.25
04/13/09	Other - Services rendered T.C. Mann, Inc. INV 2044-09	35.00
		<hr/>
	Total disbursements for this matter	\$748.25

**DISBURSEMENTS**

06/10/09	Delivery/Messenger Fedex to TC Mann, Inc. in Miami, FL	13.06
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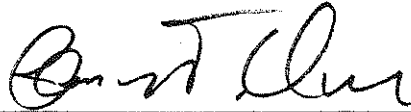
**DISBURSEMENTS**

E123	07/21/2009	\$625.00	
07/21/09	Other Professionals - Summons and complaint re: Walker Ventures LaSalle Process Servers, L.P. INV 38186	625.00	

E123	07/30/2009	\$880.00	
07/30/09	Other Professionals - Yanes Investigations INV I09-0727.04	880.00	

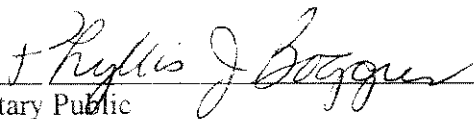
**AFFIDAVIT OF BUSINESS PURPOSE**

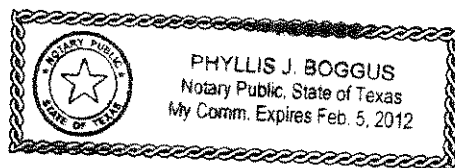
Joey T. Orr, being duly sworn on oath, states that I am a Vice President at JPMorgan Chase Bank, NA, a national banking association (“**Plaintiff**”); that I am familiar with (i) that certain Promissory Note executed by Walker Ventures, LLC (“**Walker Ventures**”) in favor of Plaintiff dated as of September 14, 2007 in the principal amount of \$1,480,500.00, (ii) that certain Private Client Services Loan Extension agreement entered into on September 15, 2008 by and between Walker Ventures and Plaintiff, and (iii) that certain Commercial Guaranty executed by Antoine Walker in favor of Plaintiff dated as of September 14, 2007 (collectively, the “**Loan Documents**”); and said Loan Documents were for a business purpose.



\_\_\_\_\_  
Joey T. Orr

Subscribed and sworn to before me  
this 12th day of August, 2009.

  
\_\_\_\_\_  
Notary Public



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

JPMORGAN CHASE BANK,
a national banking association,
Plaintiff,
v.
WALKER VENTURES, LLC,
a Florida limited liability company,
and
ANTOINE WALKER, an individual,
Defendants.

Case No: 09 C 1833

Hon. Milton I. Shadur

CONFESSION OF JUDGMENT

Defendants, Walker Ventures, LLC ("Walker Ventures") and Antoine Walker
(collectively, "Defendants"), by and through their attorney, Doug Johnson, waive service of
process and confess that there is due from Defendants to Plaintiff, JPMorgan Chase Bank, NA, a
national banking association ("Plaintiff"), the following amounts:

Table with 2 columns: Description, Amount. Rows: Principal (\$1,480,500.00), Interest (through 8/11/09) (\$61,372.91), Total (\$1,541,872.91)

Per diem interest continues to accrue at the rate of \$215.91 after August 11, 2009

In addition, there are attorneys' fees and costs in the amount of \$29,943.56 through
August 11, 2009 due and owing from Defendants.

Defendants, by and through their attorney, agree that a judgment may be entered against
them, jointly and severally, for the total above, plus court costs, and release and waive all rights

as authorized in the warrant of attorney contained in (i) that certain Promissory Note by Walker Ventures in favor of Plaintiff dated as of September 14, 2007 in the principal amount of \$1,480,500.00, (ii) that certain Private Client Services Loan Extension agreement executed by Walker Ventures and Plaintiff on September 15, 2008, and (iii) that certain Commercial Guaranty by Antoine Walker in favor of Plaintiff dated as of September 14, 2007, attached as Exhibits A, B and D to the Motion for Entry of Judgment by Confession, and given by them to Plaintiff.

WALKER VENTURES, LLC and  
ANTOINE WALKER

By: 

Doug Johnson, their attorney  
pursuant to Judgment of Confession

DOUG JOHNSON (ARDC# 6216305)  
77 W. Wacker Drive, Suite 4800  
Chicago, Illinois 60601  
(312) 606-8654



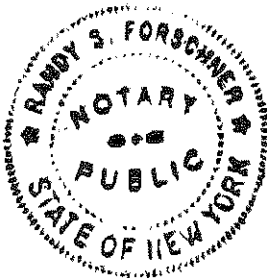
**JUDGMENT DAY INFORMATION SERVICES, INC.**

PHONE: (888) 524-7982 FAX (866) 847-2757  
P.O. BOX 1078 - EAST NORTHPORT - NY 11731

**AFFIDAVIT IN SUPPORT OF SEARCH**

1. I Melissa B. Forschner of Judgment Day Information Services, Inc. with offices located at 30 Glenn Street, White Plains, NY 10603, am over the age of 18 and do hereby attest that Judgment Day Information Services, Inc., conducted a diligent search of the DMDC Manpower Database to determine the current military or non-military status of the defendant. I have personal knowledge of all matters stated herein.
2. This affidavit is made pursuant to the Service Members Civil Relief Act (SCRA) [50 USCS Appx. §5 501 et seq] formerly the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs 501et. seq, for the purpose of entry of judgment against ANTOINE WALKER.
3. I provided the Department of Defense Manpower Data Center with the pertinent information about the defendant such as the defendants name ANTOINE WALKER and Social Security Number, which I know because it was provided by the plaintiff's attorney ADELMAN & GETTLEMAN, LTD., from the books and records of the plaintiff. I conducted a diligent search of the DMDC Manpower Database at the request of ADELMAN & GETTLEMAN, LTD.
4. Based on the response I have received from the Department of Defense Manpower Data Center dated 8/13/2009 a copy of which is attached hereto and made a part hereof, I am convinced that the defendant is not in any branch of the United States military.

DATED:8/13/2009



*M B C F*  
 \_\_\_\_\_  
 Signature  
*Melissa B. Forschner*  
 \_\_\_\_\_  
 Printed Name

Sworn to before me this 13<sup>th</sup> day  
Of August, 2009.

*[Signature]*  
\_\_\_\_\_  
Notary Public

**RANDY S. FORSCHNER**  
Notary Public, State of New York  
No. 01FO6036033  
Qualified in Westchester County  
Commission Expires 01-10-2010

Department of Defense Manpower Data Center

AUG-13-2009 15:09:57



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
WALKER	ANTOINE	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USC Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenseink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: RCWTVVCQQL

SEARCH CRITERIA:



**Military Search**

SSN: Social Security Number "350-XX-XXXX" is a Valid SSN  
DOB: NOT PROVIDED

8/13/2009