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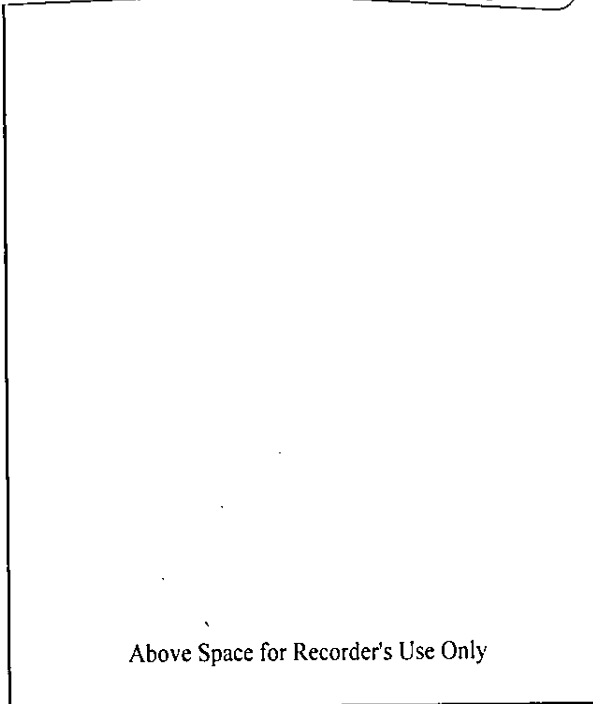
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is made by UNICOM THERMAL TECHNOLOGIES INC., an Illinois corporation (the "Supplier"), and GOODMAN/FRIEDMAN, L.L.C. (the "Customer"). Reference is hereby made to that certain Chilled Water Service Agreement dated as of July 14, 2000 (the "Agreement"), between Supplier and Customer, pursuant to which Supplier, at Customer's request, has agreed to provide certain chilled water service to the property commonly known as 150 North Dearborn Street and legally described in the manner set forth on Exhibit A attached hereto (the "Property").

The purpose of this Memorandum is to provide notice of the Agreement and, in accordance therewith, Supplier and Customer hereby acknowledge and agree that notwithstanding the manner or method by which Energy Transfer Station or the Connection Equipment (as such terms are hereinafter defined) are installed in the Property, (i) neither the Energy Transfer Station nor the Connection Equipment (nor any part thereof) shall be deemed to be a "fixture" attached to the Property subject to the lien of any mortgage or other encumbrance of the Property, and (ii) the Energy Transfer Station and the Connection Equipment are the personal property of Supplier (subject to the terms and conditions of the Agreement) and are not to be deemed part of the collateral pledged to any lender or creditor of Customer as security for the repayment of any indebtedness of Customer.

As used herein, the term "Energy Transfer Station" shall mean the equipment and related piping and apparatus between Supplier's distribution piping and the Connection Equipment, including, without limitation, a plate frame heat exchanger assembly or equivalent device, piping, valves, metering equipment and controls and additional equipment, if any, described in the IOM Specifications (as defined in the Agreement) installed by Supplier on the Property pursuant to the terms of the Agreement for use in providing chilled water service to Customer, and all replacements and additions thereof.

As used herein, the term "Connection Equipment" shall mean all equipment and piping necessary to connect the HVAC system used by Customer to cool space within the Property to the heat exchanger assembly included in the Energy Transfer Station.



Above Space for Recorder's Use Only

Box 341

IN WITNESS WHEREOF, Supplier and Customer have executed this instrument as of the day and year set forth below.

Dated: July 14, 2000

UNICOM THERMAL TECHNOLOGIES INC., an Illinois corporation

By: [Signature]
Title: [Signature]

GOODMAN/FRIEDMAN, L.L.C., an Illinois limited liability company

By: Friedman Properties, Ltd.
By: [Signature]
Title: [Signature]

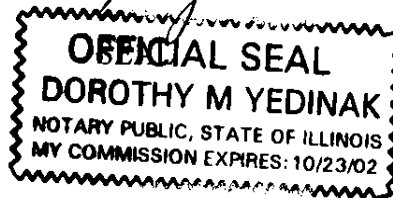
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Dorothy Yedinak, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott Blumeyer, the Vice Pres - of UNICOM THERMAL TECHNOLOGIES INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Pres -, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of July, 2000.

Dorothy Yedinak



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Kevin A. Sterling, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert M. Friedman, the President of FRIEDMAN PROPERTIES LTD., the managing agent of Goodman/Friedman, L.L.C. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of July, 2000.

Kevin A. Sterling
SEAL



Prepared by and after recording return to:
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Martin I. Behn

EXHIBIT A TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PREMISES

THOSE PARTS OF LOTS 7 AND 8 IN BLOCK 35 IN THE ORIGINAL TOWN OF CHICAGO LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 8 IN BLOCK 35, WHICH POINT IS 79.40 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT, AS MEASURED ALONG SAID EAST LINE;

THENCE WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 87.81 FEET;

THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.00 FEET;

THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 73.17 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED LOT 7 WHICH IS 82.25 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT, AS MEASURED ALONG SAID WEST LINE;

ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

IN COOK COUNTY, ILLINOIS.

CONTAINING 12,974 SQUARE FEET OF LAND, MORE OR LESS.

Address of the Property: 150 North Dearborn
Chicago, Illinois

PIN: 17-09-437-~~400~~-
009-8001

17-09-437-009-8002