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THIS INSTRUMENT WAS PREPARED BY, AND
AFTER RECORDING, PLEASE RETURN TO:

Deutsch, Levy & Engel, Chtd.
225 W. Washington, Suite 1700
Chicago, IL 60606
Attn: Alvin J. Helfgot

Address of Property:
350 and 358 W. Ontario
Chicago, IL

PIN: 17-09-127-017
17-09-221-007
17-19-221-008

Doc#: 0824029028 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2008 11:41 AM Pg: 1 of 6

AMENDMENT TO ASSIGNMENT OF RENTS, LEASES AND PROFITS

THIS AMENDMENT TO ASSIGNMENT OF RENTS, LEASES AND PROFITS (this "Amendment") is made as of August 14, 2008 between **ONTARIO WEST LLC**, an Illinois limited liability company ("Grantor"), and **THE PRIVATEBANK AND TRUST COMPANY** ("Lender"), and pertains to the real estate located in the State of Illinois and legally described on Exhibit "A" attached hereto and made a part thereof:

RECITALS:

WHEREAS, Grantor executed and delivered to Lender that certain Assignment dated as of August 4, 2003, which was recorded with the Cook County, Illinois, Recorder of Deeds on August 12, 2003 as Document Number 0322447049 (as heretofore amended, modified or otherwise supplemented, the "Assignment").

WHEREAS, Grantor and Lender simultaneously with the execution and delivery of this Amendment have executed and delivered an Amendment to Loan Agreement dated as of the date hereof (the "Loan Agreement Amendment").

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement Amendment that Grantor and Lender execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the premises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender agree to amend the Assignment as follows:

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1. Section 1.2 of the Assignment is amended by adding the following thereto after the phrase "the Assignment of Management Agreement (the "Assignment of Management Agreement")":

"instruments, documents and agreements evidencing Rate Management Transactions (as defined in the Loan Agreement) entered into by Grantor with Lender or an affiliate of Lender (the "Rate Management Documents"),".

2. Section 1.2 of the Assignment is further amended by adding the following thereto after the phrase "the Assignment of Management Agreement," appearing in the final parenthetical phrase therein: "the Rate Management Documents".

3. All the terms and provisions of the Assignment are incorporated by reference into this Amendment.

4. Except as specifically amended hereby, the Assignment shall remain in full force and effect in accordance with its terms, conditions and provisions.

5. This Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

6. Capitalized terms used and not defined herein have the meanings assigned to them in the Assignment.

Signature Page Follows.

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IN WITNESS WHEREOF, Grantor and Lender have executed this Amendment to Assignment as of the date and year first above written.

ONTARIO WEST LLC

By: Barry L. Weinstein

Name: BARRY L. WEINSTEIN

Title: Manager

THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]

Name: Mark Smarof

Title: Associate Managing Director

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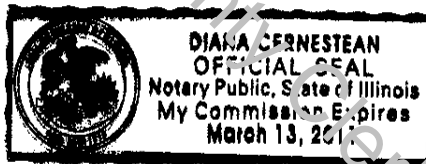
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, Diana Cernestean a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry L. Weinstein, the manager of Ontario West LLC, who is personally known to me to be the same person whose name is subscribed to the following 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 company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 14 of August, 2008.

Diana Cernestean
 NOTARY PUBLIC

(SEAL)

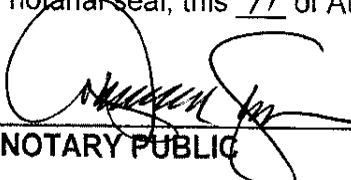


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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Angelica Gerena a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Smarzyns, the Associate Managing Director of The PrivateBank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the following 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 company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 14 of August, 2008.



NOTARY PUBLIC

(SEAL)

"OFFICIAL SEAL"
ANGELICA GERENA
Notary Public, State of Illinois
My Commission Expires 05/29/2011

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 4 IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT BEING PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1863 IN BOOK 162 PAGE 17, COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 IN BLOCK 11 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 10, 11 AND 12 IN BLOCK 11 IN BUTLER WRIGHT AND WEBSTER ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.