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orders use only.

PROPERTY ADDRESS:

7050 North Lehigh Avenue
Chicago, Illinois

7852508 D2 J6 1 of 1

FOURTH AMENDMENT TO MORTGAGE WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS)

This **FOURTH AMENDMENT TO MORTGAGE WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS)** (this "**Amendment**") is made as of the 4th day of December, 2008, by and between **BORNQUIST, INC.**, a Delaware corporation (the "**Mortgagor**"), and **BANK OF AMERICA, N.A.**, a national banking association, as successor by merger to LaSalle Bank National Association, a national banking association (the "**Mortgagee**").

RECITALS:

A. The Mortgagor and the Mortgagee entered into that certain Loan and Security Agreement dated as of January 31, 2000 (as amended as set forth below, the "**Loan Agreement**"), executed by and between the Mortgagor and the Mortgagee, as amended by the following:

1. Amendment to Loan and Security Agreement dated February 1, 2002;
2. Second Amendment to Loan and Security Agreement dated April 23, 2002;
3. Third Amendment to Loan and Security Agreement dated November 15, 2002;
4. Fourth Amendment to Loan and Security Agreement dated February 15, 2003;

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5. Fifth Amendment to Loan and Security Agreement dated July 24, 2003;
6. Sixth Amendment to Loan and Security Agreement dated November 15, 2003;
7. Seventh Amendment to Loan and Security Agreement dated November 15, 2004;
8. Eighth Amendment to Loan and Security Agreement dated January 13, 2005;
9. Ninth Amendment to Loan and Security Agreement dated January 14, 2006;
10. Tenth Amendment to Loan and Security Agreement dated February 1, 2006;
11. Eleventh Amendment to Loan and Security Agreement dated September 21, 2006; and
12. Twelfth Amendment to Loan and Security Agreement dated February 26, 2007.

B. Pursuant to the Loan Agreement, the Mortgagee has previously made to the Mortgagor (i) a revolving loan in the maximum principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$6,500,000.00) ("Loan No. 1"), evidenced by that certain Second Amended and Restated Revolving Line of Credit Note dated February 26, 2007 (as amended, restated or replaced from time to time, "Note No. 1"), executed by the Mortgagor payable to the order of the Mortgagee in the maximum principal amount of Loan No. 1 and due on December 4, 2008, (ii) a term loan in the original principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$250,000.00), evidenced by that certain Term Promissory Note dated January 31, 2000, executed by the Mortgagor payable to the order of the Mortgagee in the original principal amount of Loan No. 2 and due on February 1, 2005, and (iii) a term loan in the original principal amount of **SIX HUNDRED SIXTEEN THOUSAND FORTY-FOUR AND 00/100 DOLLARS** (\$616,044.00) ("Loan No. 3"); Loan No. 1 and Loan No. 3 are collectively referred to in this Amendment as the "Loans", evidenced by that certain Amended and Restated Promissory Note Secured by Mortgage dated February 1, 2001 (as amended, restated or replaced from time to time, "Note No. 3"; Note No. 1 and Note No. 3 are collectively referred to in this Amendment as the "Notes"), executed by the Mortgagor payable to the order of the Mortgagee in the original principal amount of Loan No. 3 and due on March 1, 2011. Loan No. 2 has been paid in full.

C. The Notes are secured by, among other things, that certain Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (Illinois) dated January 31, 2000, from the Mortgagor to the Mortgagee recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on February 1, 2000, as Document No. 0082307, as amended by (i) that certain Mortgage Modification Agreement dated as of February 1, 2001, and recorded with the Recorder's Office on March 1, 2001, as Document No. 0010163082, (ii) that certain

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Second Amendment to Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (Illinois) dated as of February 15, 2003, and recorded with the Recorder's Office on February 25, 2003, as Document No. 0030263346, and (iii) that certain Third Amendment to Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (Illinois) dated as of July 24, 2003, and recorded with the Recorder's Office on February 17, 2004, as Document No. 0404834178 (as amended, the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit "A"** hereto (the "**Property**"). The Loan Agreement, the Notes, the Mortgage and all other documents evidencing and securing the Loans are collectively referred to in this Amendment as the "**Loan Documents**".

D. In accordance with that certain Thirteenth Amendment to Loan and Security Agreement dated as of even date herewith, the Mortgagor and the Mortgagee have agreed to extend the maturity date of Loan No. 1 to December 4, 2009.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the covenants and agreements contained in this Amendment, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Maturity Date of Loan No. 1. The maturity date of Loan No. 1 is extended to December 4, 2009. Any reference in the Mortgage or any of the other Loan Documents to the maturity date of Loan No. 1 shall mean December 4, 2009.

2. Section 1.2(a)(i) of the Mortgage. Section 1.2(a)(i) of the Mortgage is hereby amended in its entirety as follows:

(a) *Mortgagor makes the grant, conveyance and mortgage set forth in Section 1.1 and grants the security interest set forth in Article I for purposes of securing the following obligations (the "**Secured Obligations**") in any order of priority that Mortgagee may choose:*

(i) *Payment of all obligations at any time owing under (A) that certain Second Amended and Restated Revolving Line of Credit Note dated February 26, 2007, as amended by that certain First Amendment to Second Amended and Restated Revolving Line of Credit Note dated December 4, 2008, executed by Mortgagor payable to the order of Mortgagee in the maximum principal amount of **SIX MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$6,500,000.00), together with interest thereon at a rate or rates which may vary from time to time as specified therein, and due on December 4, 2009, and (B) that certain Amended and Restated Promissory Note Secured by Mortgage dated February 1, 2001, executed by Mortgagor payable to the order of Mortgagee in the original principal amount **SIX HUNDRED SIXTEEN THOUSAND FORTY-FOUR AND 00/100 DOLLARS** (\$616,044.00), together with interest thereon at a rate or rates which may vary from time to time as specified therein, and due on March 1, 2011 (collectively, the "**Notes**").*

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3. **Title Policy.** As a condition precedent to the agreements contained in this Amendment, the Mortgagor shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to the Lender's title insurance policy No. 1401 007852508 D1 (the "**Title Policy**"), as of the date this Amendment is recorded, reflecting the recording of this Amendment, increasing the amount of title insurance to **SIX HUNDRED SIXTEEN THOUSAND FORTY-FOUR AND 00/100 DOLLARS** (\$616,044.00) and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by the Mortgagee.

4. **Expenses.** As a condition precedent to the agreements contained in this Amendment, the Mortgagor shall pay all out-of-pocket costs and expenses incurred by the Mortgagee in connection with this Amendment, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

5. **Representations and Warranties of the Mortgagor.** The Mortgagor represents, covenants and warrants to the Mortgagee as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of this date.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Notes, the Mortgage or the other Loan Documents and the Mortgagor does not know of any event or circumstance which, with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of the Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of the Mortgagor or any other party whose financial statement has been delivered to the Mortgagee in connection with the Loans from the date of the most recent financial statement received by the Mortgagee.

(e) As of this date, the Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified in this Amendment.

(f) The Mortgagor validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified in this Amendment. The execution and delivery of this Amendment and the performance of the Loan Documents as modified in this Amendment have been duly authorized by all requisite action by or on behalf of the Mortgagor. This Amendment has been duly executed and delivered on behalf of the Mortgagor.

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6. Miscellaneous.

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Amendment may not be construed more strictly against the Mortgagee than against the Mortgagor merely by virtue of the fact that the same has been prepared by counsel for the Mortgagee, it being recognized that the Mortgagor and the Mortgagee have contributed substantially and materially to the preparation of this Amendment, and the Mortgagor and the Mortgagee each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment and recognizes that it is executing and delivering this Amendment, intending to be legally bound by the terms and provisions of this Amendment, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Amendment by the Mortgagee, nothing contained in this Amendment may be considered to constitute the Mortgagee a venturer or partner of or in any way associated with the Mortgagor nor will privity of contract be presumed to have been established with any third party.

(d) The Mortgagor and the Mortgagee each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Mortgagor and the Mortgagee; and that all such prior understandings, agreements and representations are modified as set forth in this Amendment. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) The paragraph and section headings used in this Amendment are for convenience only and shall not limit the substantive provisions hereof. All words in this Amendment that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Amendment that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.


(g) This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Amendment.

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(h) Time is of the essence of each of the Mortgagor's obligations under this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment dated as of the day and year first above written.

MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association, a national banking association

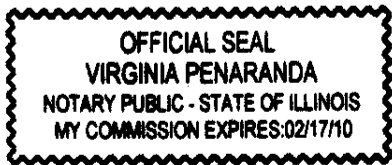
By: *Christopher L. Collins*
Name: Christopher L. Collins
Title: Senior Vice President

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO **HEREBY CERTIFY** that CHRISTOPHER L. COLLINS, the SR. VICE PRESIDENT of **BANK OF AMERICA, N.A.**, a national banking association, as successor by merger to LaSalle Bank National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR. VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of December, 2008.

Virginia Penaranda
Notary Public



My Commission Expires:

FEBRUARY 17, 2010

[Signatures Continue on Following Page]

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET, THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL, THE NORTH 667.50 FEET, AS MEASURED ALONG THE WEST LINE THEREOF; THE SOUTH 15 FEET OF SAID PARCEL, AS MEASURED ALONG THE WEST LINE THEREOF; AND THE WEST 60 FEET OF SAID PARCEL, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 32) IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON CLAY PRODUCT COMPANY, A CORPORATION OF MAINE, TO MERIC, INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, TO CONSTRUCT, MAINTAIN, USE, REPAIR AND REPLACE A DRIVEWAY FOR INGRESS AND EGRESS TO WEST ESTES AVENUE IN, UPON, OVER AND ACROSS PREMISES DESCRIBED AS FOLLOWS: THE WEST 90 FEET OF THE SOUTH 15 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT: THAT PART OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION

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32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON CLAY PRODUCTS COMPANY, A CORPORATION OF MAINE, TO MERIC, INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, AS AMENDED BY INSTRUMENT DATED JULY 19, 1960 AND RECORDED JULY 22, 1960 AS DOCUMENT 17915091, FOR THE CONSTRUCTION, MAINTENANCE, USE AND REPAIR AND REPLACEMENT OF A STORM AND SANITARY SEWER OR SEWERS NECESSARY TO SERVICE THE BUILDING OR BUILDINGS NOW OR HEREAFTER LOCATED ON PARCEL 1, ON, OVER, ACROSS AND UNDER THE PREMISES DESCRIBED AS FOLLOWS: THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT: THAT PART OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING

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(EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF) TOGETHER WITH THE RIGHT TO CONNECT WITH AND TO USE ANY EXISTING STORM OR SANITARY SEWER PRESENTLY LOCATED IN SAID PREMISES, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

7050 North Lehigh Avenue
Chicago, Illinois

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10-32-202-036-0000