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This instrument was prepared by
and after recording should be
returned to:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2013 09:59 AM Pg: 1 of 4

FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FOURTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 28th day of October, 2013 by NETCOM PROPERTIES INC., an Illinois corporation ("Mortgagor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation (successor by merger with FIFTH THIRD BANK, a Michigan banking corporation (f/k/a Fifth Third Bank (Chicago)) ("Mortgagee") as Agent for itself and certain other Financial Institutions (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Mortgagor, certain of its affiliates and Mortgagee, as agent for itself and the Lenders have entered into that certain Second Amended and Restated Loan and Security Agreement dated of even date herewith amending and restating that certain Amended and Restated Loan and Security Agreement, dated as of October 27, 2010, as amended by that certain Limited Waiver, Consent and Amendment No. 4 to Amended and Restated Loan and Security Agreement dated April 16, 2013 that amended and restated that certain Loan and Security Agreement, dated as of October 20, 2006 (as it may be further amended, restated or modified from time to time, the "Loan Agreement");

WHEREAS, in order to secure the Obligations under the Loan Agreement, Mortgagor and Mortgagee entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 20, 2006, which was recorded with the Cook County Recorder of Deeds as Document Number 0629331163, as amended by (i) that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 27, 2010 (the "First Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document Number 1031233095, (ii) that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 31, 2011 (the "Second Amendment to Mortgage"), which was recorded with the Cook County Recorder of Deeds as Document Number 1116118015 and (iii) that certain Third Amendment to Mortgage, Assignment of Leases and Rents, Security

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Agreement and Fixture Filing dated as of April 16, 2013 (the “**Third Amendment to Mortgage**”), which was recorded with the Cook County Recorder of Deeds as Document Number 1312201031 (as it may be further amended, restated or modified from time to time, the “**Mortgage**”) whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated;

WHEREAS, Mortgagor and Mortgagee now desire to amend such Mortgage pursuant to this Amendment to set forth the terms of the Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows.

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meaning as set forth in the Mortgage and in the Loan Agreement, and the Mortgage, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. The following amendment to the Mortgage shall be made:

Maturity Date of Notes. As of the date hereof, the Notes are scheduled to be paid in full on October 27, 2015.

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Relation Back. It is the intent of Mortgagor and Mortgagee that the First Amendment to Mortgage, Second Amendment to Mortgage, Third Amendment to Mortgage and this Amendment will relate back to and be effective as if adopted on October 20, 2006.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Incorporation of Recitals. The recitals set forth in the “Witnesseth” Section of this Amendment are hereby incorporated into and made a part of this Amendment as if fully set forth in the body of this agreement.

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-11-300-004-0000; 03-11-300-005-0000

Common Address: 599 South Wheeling Road, Wheeling, Illinois 60090