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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of December 17, 1986, is made and executed by American National Bank and Trust Company of Chicago, not in its individual capacity but as trustee ("Trustee") under a Trust Agreement dated January 22, 1986 and known as Trust No. 48896 ("Land Trust"), and Yankee Venture, an Illinois general partnership ("Beneficiary") (Trustee and Beneficiary being collectively referred to as "Mortgagor"), in favor of SMA Life Assurance Company, a Delaware corporation ("Lender").

RECITALS

I. This Assignment is made pursuant to a commitment dated September 29, 1986, as amended by letter dated October 16, 1986 (the "Loan Commitment"), between Beneficiary and Lender pursuant to which Lender agreed, subject to the terms and conditions thereof, to make a loan to Trustee in an amount not to exceed \$7,200,000.00 (the "Loan").

II. The Loan is evidenced by that certain note of even date herewith executed by Trustee to Lender, in the principal sum of \$7,200,000.00 (the "Note"). The payment of the Note is secured by, among other things: (a) this Assignment; (b) a Mortgage and Security Agreement (the "Mortgage") executed by Trustee pertaining to property defined therein as the "Mortgaged Property" of which the parcel of land legally described in Exhibit A, attached hereto, and all improvements thereon and appurtenances thereto form a part; (c) a Security Agreement relating to personal property on the Mortgaged Property (the "Security Agreement"); (d) a Collateral Assignment of Beneficial Interest (the "Collateral ABI"); and (e) the other Loan Instruments (hereinafter defined).

GRANTING CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants, conditions and obligations contained in this Assignment, the Mortgage, the

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Teri Zenner Kleiman, Esq.
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLUM & MORITZ, LTD.
55 East Monroe Street, Suite 3900
Chicago, Illinois 60603

BOX 333-HV

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Note, the Security Agreement, the Collateral ABI, the Loan Commitment and any other mortgages, security agreements, assignments of leases and rents, other collateral assignments, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered to Lender to evidence, secure or guarantee the Loan or otherwise in connection with the Loan and any and all renewals, extensions, amendments, modifications and replacements of this Assignment, the Mortgage, the Note, the Security Agreement, the Collateral ABI, the Loan Commitment and any such other documents and instruments (this Assignment, the Note, the Loan Commitment, the Mortgage, the Security Agreement, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, documents and instruments and all renewals, extensions, amendments, modifications and replacements hereof and thereof being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") and all other indebtedness or liabilities of Mortgagor to Lender, of every kind, nature and description, direct or indirect, absolute or contingent, now or hereafter owing and the performance and observance of all other covenants and obligations made in favor of Lender (all indebtedness, liabilities, covenants and obligations secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Mortgagor hereby assigns to Lender, all of the right, title and interest of Mortgagor in:

(a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity (including, without limitation, the leases described on the schedule attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents");

(c) All rights, powers, privileges, options and other benefits (collectively, "Rights") of Mortgagor under the Leases, including, without limitation:

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(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like;

(ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage;

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Mortgagor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter leases;

(vi) The right to exercise any option required or permitted under any of the Leases;

(vii) The right to execute new leases of the Mortgaged Property; and

(viii) The rights, powers, privileges and other benefits of Mortgagor under any and all guaranties (the "Guaranties") of any of the Leases;

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Mortgagor authorizes Lender:

(d) To manage the Mortgaged Property and take possession of the books and records relating thereto;

(e) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Lender, Trustee or Beneficiary;

(f) To make such repairs to the Mortgaged Property as Lender may deem advisable; and

(g) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

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I

COVENANTS AND WARRANTIES

1.1 Present Assignment. Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Mortgagor may collect the Rents and, subject to the terms and provisions of the Mortgage and this Assignment, manage the Mortgaged Property in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Mortgagor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Lender.

1.2 Power Coupled with Interest. This Assignment of Leases and Rents confers upon Lender a power coupled with an interest and cannot be revoked by Mortgagor.

1.3 No Other Assignment. Trustee represents and covenants and Beneficiary warrants as follows: (i) Mortgagor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Lender's prior written consent, Mortgagor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Instruments); (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor; (v) Mortgagor shall not permit or suffer any default in the performance of any of its obligations under the Leases, nor shall it permit or suffer any waiver of any of its rights or remedies pursuant to the Leases; (vi) no rent reserved in the Leases has been assigned; and (vii) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said rent becomes or would become due under the terms of the Leases.

1.4 Further Assurances. Mortgagor shall execute and deliver, at the written request of Lender, all such further assurances and assignments as Lender from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

1.5 Lender to be Creditor of Lessees. Lender shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate

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proceedings affecting such lessee (without any obligation on the part of Lender to file claims or otherwise to pursue creditor's rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

1.6 Execution of Leases. Except as expressly provided in the Mortgage to the contrary, Mortgagor shall not permit any Leases to be made of the Mortgaged Property or existing Leases to be renewed, modified, terminated or extended without the prior written consent of Lender as to the form and substance of each Lease and the identity of each lessee. Following the execution or renewal of a Lease in compliance with the foregoing provisions of this Paragraph 1.6, and except as expressly provided in the Mortgage to the contrary, Mortgagor shall not permit such Lease to be modified, terminated, renewed or extended except pursuant to the terms thereof or with the prior written consent of Lender.

II

DEFAULTS AND REMEDIES

2.1 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

(a) If Trustee shall (i) fail to pay within five (5) days after due (A) any payment of principal when such payment shall become due and payable under the Note whether at maturity or otherwise; or (B) any payment of interest under the Note when due and payable; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Mortgagor in this Assignment and such failure shall continue for thirty (30) days after the date notice thereof has been given by Lender to Mortgagor.

(b) If an "Event of Default" shall occur under and as defined in any of the other Loan Instruments, including without limitation the Loan Commitment or the Mortgage.

2.2 Exercise of Lender's Rights.

(a) Lender may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such Event of Default;

(b) In the event Lender elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Mortgagor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in

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full, it being the intent of the parties that Mortgagor shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

2.3 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or the Mortgaged Property at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

2.4 Application of Rents. Lender may apply the Rents in such order as Lender may determine, to the payment of Borrower's Liabilities, and all expenses for the care and management of the Mortgaged Property, including taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Lender hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation and actual overhead of staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender and shall include fees and expenses incurred in connection with the appeal of any matter arising under the Loan Instruments if Lender is the prevailing party therein. The receipt by Lender of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

2.5 Limitation of Lender's Obligations. Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Lender shall not be liable for uncollected Rents or for failure to collect Rents or for any claim for damages or set-offs arising out of Lender's management of the Mortgaged Property. Lender shall not be liable to any lessee for the return of any security deposit made under any Lease unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Lender be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Lender a mortgagee in possession of the Mortgaged Property or any part thereof.

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2.6 Reimbursement. Trustee shall reimburse Lender for and indemnify Lender against all expenses, losses, damages and liabilities which Lender may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due to Lender under this Paragraph 2.6 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest at the Default Rate (as defined in the Note) and shall be secured by this Assignment and the other Loan Instruments.

2.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Lender is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Lender thereafter until Lender instructs such lessee otherwise in writing.

III

MISCELLANEOUS

3.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Mortgagor and any other parties now or hereafter liable therefor or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.

3.2 Successors and Assigns. This Assignment shall inure to the benefit of Lender and be binding upon Mortgagor, the heirs, legal representatives, successors and assigns of Mortgagor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property. Whenever Mortgagor or Lender is referred to herein, such heirs, legal representatives, successors and assigns thereof shall be included in such reference. Notwithstanding the foregoing, Mortgagor shall not be permitted to assign its rights and obligations hereunder and any such assignment shall be a default.

3.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

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3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Mortgagor or Lender shall be directed to Mortgagor or Lender, as the case may be, at the following addresses:

Lender: SMA Life Assurance Company
440 Lincoln Street
Worcester, Massachusetts 01605
Attention: Investment Management
Department

with a copy to: Lake Michigan Financial Group
69 West Washington Street
Chicago, Illinois 60602
Attention: Mr. David A. Downey

Mortgagor: Yankee Venture
c/o John P. Sweeney
One Oakbrook Terrace
Suite 812
Oakbrook Terrace, Illinois 60181

with a copy to: Phelan, Pope & John, Ltd.
180 North Wacker Drive
Suite 500
Chicago, Illinois 60606
Attention: Peter C. John, Esq.

Much, Shelist, Freed, Denenberg,
Ament & Euger, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601
Attention: Mr. Howard Denenberg

and

The Lincoln National Life
Insurance Company
1300 South Clinton Street
P.O. Box 1110
Fort Wayne, Indiana 46801

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is delayed or refused by the addressee, in which event they shall be deemed delivered on the date mailed to such addressee, or (iii) by air courier (Federal Express, Express Mail or like service), in which case they shall be deemed received on the date of delivery. Any party may change the address to which any such notice, report, demand or other

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instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

3.5 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

3.6 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions, or the application thereof to any persons, entities or circumstances contained in the Note, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

3.7 Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Assignor and Lender relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.8 Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

3.9 Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made by Lender under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

3.10 Joint and Several Liability. The remedies available to Lender under this Assignment shall be exercisable against Trustee and Beneficiary jointly and severally and the failure by Lender to proceed against either of them shall not affect the liability of the other for all amounts and obligations due hereunder.

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3.11 Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

3.12 Limited Exculpation from Liability (Beneficiary and Yankee Partners). Except as hereinafter set forth, neither Beneficiary nor any of the Yankee Partners (as defined in the Mortgage) shall be held to have any personal liability, nor shall resort be had to his, her or its property, for satisfaction of any obligation or claim arising out of this Assignment, it being agreed, except as hereinafter set forth, that the liability of Beneficiary and the Yankee Partners shall be limited only to the Mortgaged Property, and that only the Mortgaged Property shall be subject to levy or execution on account of any liability of Beneficiary or the Yankee Partners, arising hereunder; provided, however, that so long as any indebtedness evidenced by the Note or any amounts secured by the Loan Instruments remain unpaid, Lender shall be entitled to recover from Beneficiary and the Yankee Partners, jointly and severally, to the extent not delivered to Lender: (a) all security deposits held by Beneficiary or Trustee or an agent of either of them with respect to all existing leases and tenancies; (b) rents paid more than one month in advance relating to any period subsequent to an Event of Default hereunder or under any of the other Loan Instruments; and (c) all rents and other revenues collected in respect of the Mortgaged Property subsequent to an Event of Default hereunder or any of the other Loan Instruments, to the extent that such other revenues have not been applied to the indebtedness owing to Lender or to the ordinary operating expenses of the Mortgaged Property. Beneficiary and the Yankee Partners shall jointly and severally indemnify, defend and hold harmless Lender with respect to any and all expenses, damages, losses, costs, damages and liabilities incurred by Lender, at any time, arising from or pertaining to any violation occurring upon the Mortgaged Property of any statute pertaining to oil, hazardous wastes or hazardous materials. The obligations of Beneficiary and the Yankee Partners to indemnify Lender with respect to the expenses, damages, losses, costs, damages and liabilities set forth in the preceding sentence shall survive the repayment of Borrower's Liabilities (as defined in the Mortgage) and shall not be limited to the amount of any deficiency resulting from a foreclosure sale of the Mortgaged Property.

3.13 Exculpation From Liability (Trustee). American National Bank and Trust Company of Chicago is a party to this instrument, not in its individual capacity but as trustee under a

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Trust Agreement dated January 22, 1980 and known as Trust No. 48896. Insofar as the liability of American National Bank and Trust Company of Chicago is concerned, this instrument is enforceable only against, and any claims hereon are payable only out of, any trust property which may be held thereunder, but this clause shall not affect Lender's remedies under any of the other Loan Instruments. Any and all liability of American National Bank and Trust Company of Chicago in its individual capacity is hereby expressly waived by Lender and its successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this Assignment on the date first above written.

ATTEST:

Its _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not in its individual capacity but as Trustee as aforesaid

By _____

Its _____

YANKEE VENTURE, an Illinois general partnership, by all its General Partners:

By _____

John P. Sweeney, Managing General Partner

By _____

John E. Shaffer, A General Partner

By _____

Dennis J. Hoffman, A General Partner

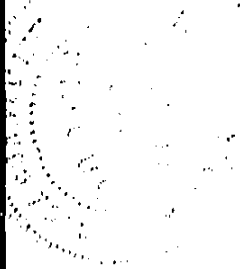
By: RIVER POINT PARTNERSHIP, an Illinois general partnership

By _____

A General Partner

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