

WAIVER AND CONSENT BY REAL PROPERTY OWNER(S)
("Waiver and Consent")

THIS WAIVER AND CONSENT is made and entered into between FOOTHILL CAPITAL CORPORATION, 11111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025 (hereinafter referred to as "Secured Party"); and Elk Grove Realty Associates, c/o Julian Golding and Associates, 4001 West Devon Avenue, Chicago, IL 60646 (hereinafter referred to as "Owner"), whether one or more, and affects that real property in Savin's Premises, County of Cook and DuPage and commonly known as 1400 East Higgins Road, Elk Grove, IL 60007 (hereinafter referred as "the Premises").

This Waiver and Consent is executed to induce Secured Party to enter into or refrain from terminating a General Loan & Security Agreement dated JANUARY 13 1988, and other Agreements dated as of JANUARY 13 1988 (hereinafter referred to jointly as "Agreements") with Savin Corporation (hereinafter referred to as "Debtor"), which Agreements, among other things, were given by Debtor to Secured Party for the purpose of securing payment of the purchase price of the "Goods" referred to below, and/or all obligations and performance of all duties now or hereafter owing by Debtor to Secured Party, of every kind and description. This Waiver and Consent does not amend any of the terms of the Agreements and reference thereto is made for further particulars.

By the Agreements, Secured Party shall sell or lease, or has sold or leased or lent credit or monies or has loaned credit or monies against the security of merchandise, inventory, equipment, furniture, furnishings, fixtures, machinery and tools, together with all additions, substitutions, replacements, improvements and repairs to same (hereinafter referred to as "Goods") to Debtor, which Goods are or are to be located on and may be affixed to the Premises or improvements thereon.

Secured Party and Owner agree that:

1. The Goods shall be and remain personal property notwithstanding the manner of their annexation to the Premises, their adaptability to the uses and purposes for which the Premises are used and the intentions of the party making the annexation.
2. Any rights which Owner may claim to have in and to the Goods, no matter how arising, shall be second and subordinate to the rights of Secured Party therein.
3. Owner consents to the installation of the Goods on

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CALIFORNIA LENDERS & ATTORNEYS SERVICES
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Sacramento, CA 95814 (916) 447-6237
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WHEN RECORDED MAIL TO:

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the Premises, agrees that Secured Party may do to and with the Goods any or all of the acts below enumerated, and grants Secured Party a license to enter into possession of the Premises to do any or all of the acts below enumerated, and grants Secured Party a license to enter into possession of the Premises to do any or all of the following to said Goods; assemble, have appraised, display, operate, sever, remove, maintain, prepare for sale or lease, repair, lease transfer and/or sell (at public auction(s) or private sale(s), the Goods, or any part thereof.

- 4. The Waivers and Consents herein granted shall continue until such time as Secured Party has been paid the full purchase price of the Goods and/or all obligations and expenses (including, without limitation, reasonable attorneys' fees) have been paid and all covenants, conditions, and agreements as more specifically enumerated in the Agreements have been fully performed.
- 5. Secured Party shall have the right and license to occupy the Premises for the purposes described in Paragraph 3 above, for a period of up to ninety (90) days (at Secured Party's discretion), following Owner's placing Secured Party in possession of the Premises, or abandonment of the Premises by Debtor, whichever occurs later. Secured Party shall pay Owner, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly rental provided for in the lease agreement between owner and Debtor. Any extensions of the foregoing period shall be with the written consent of Owner and at the same rate. All structural damage to the Premises caused by the removal of the Goods shall be repaired by Secured Party at its expense.
- 6. This Waiver and Consent shall be interpreted under the laws of the State of Connecticut and shall inure to the benefit of and be binding upon the successors, heirs and assigns of Owner and Secured Party.

Dated: March 22, 1988

Dated: 1/15, 1988

FOOTHILL CAPITAL CORPORATION

Exc Game Realty Associates

By: Pamela's term
Title: VP
("Secured Party")

By: James E. ...
Title: Mgr. General Partner
("Owner")

Address: 1111 Santa Monica Blvd
Los Angeles, CA 90025

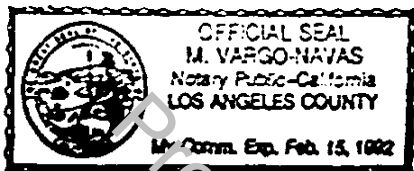
Address: 4001 W Devon Ave
Chgo Ill 60642

88120455

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STATE OF CALIFORNIA)
) SS.: _____
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this 22nd day of March, 1988, by Pamela S. Ferro, the a Vice President of Foothill Capital Corporation, a California corporation, on behalf of the corporation.



M. Vargo-Navas
~~Commissioner of the Superior Court~~
Notary Public

STATE OF Illinois)
) SS.: _____
COUNTY OF Frank)

The foregoing instrument was acknowledged before me this 15th day of August, 1983, by Wesley Golden, the Managerial Partner of The Iron Works Corp., an Illinois Corp corporation, on behalf of the corporation.

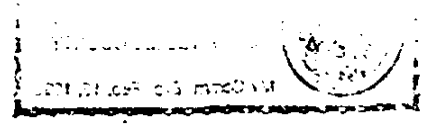
Wesley Golden
Commissioner of the Superior Court
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
EXPIRES FEBRUARY 15, 1992
ILLINOIS NOTARY ASSOCIATION

Franklin County Clerk's Office

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EXHIBIT "A"

The property commonly known as 1400 E. Higgins Road, located in the City of Elks Grove Village, County of Cook, State of Illinois is more fully described as follows:

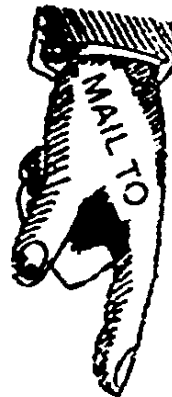
That part of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, lying East of the East line of the West 878.00 feet (as measured on a line parallel with the North line of said Southeast $\frac{1}{4}$), North of the Northerly right-of-way line of Higgins Road, and South of the South line of the North 971.00 feet of said West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (as said line is monumented and occupied) in Cook County, Illinois.

SEP 14 1983 4 2 19 6 88420455 - A - Fee

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14th/E

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