

CONDITIONAL ASSIGNMENT OF LEASES

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated March 1, 1985 and known as Trust Number 63712 ("Trustee"), and BARRINGTON SQUARE PARTNERS, an Illinois joint venture ("Beneficiary") having its principal office and place of business at c/o Delta Properties, 636 Remington Road, Schaumburg, Illinois 60195 (Trustee and Beneficiary shall hereinafter individually and collectively be referred to as "Assignor"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby absolutely and immediately sell, grant, assign, transfer, convey, set over and deliver to IR CONSTRUCTION PRODUCTS COMPANY, INC. (formerly known as INRYCO, INC.) ("Assignee"), having an office at 30 West Monroe Street, Chicago, Illinois 60603, its successors and assigns all of Assignor's right, title and interest in, to and under (1) the leases listed in Exhibit A attached hereto and made a part hereof--such leases are related to the premises specifically described on Exhibit B (the "Premises") attached hereto and made a part hereof--together with any and all extensions, amendments, modifications and renewals of any kind thereof, and any guarantees of the tenants' respective obligations under any lease (all of said leases, together with all such extensions, amendments, modifications, renewals and guarantees are hereinafter collectively referred to as the "Leases" and individually as a "Lease"), including but not limited to all claims, rights, powers, privileges and remedies of the landlord under the Leases and all rights of the landlord under the Leases to exercise any election or option (including without limitation the election of remedies), to give or receive any notice, consent, waiver or approval, or to accept any surrender of the affected Leased Property (as hereinafter defined) or any part thereof (collectively, the "Rights"), and (2) all rents, security deposits, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing to Assignor under the Leases (the "Rents"), the Rents together with the Leases and the Rights, are collectively hereinafter referred to as the "Assigned Property"), and together with full power and authority, in the name of Assignor or otherwise, to demand, receive, enforce, collect or receive for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to file any claims and to take any action which Assignee may deem necessary or advisable in connection therewith, Assignor hereby irrevocably appointing Assignee, subject to the provisions hereinafter set forth, as the attorney-in-fact of Assignor for such purposes, which appointment is coupled with an interest and is unconditional and irrevocable. Any and all such rights of Assignor may be exercised by Assignee or its nominee or designee or by any trustee or receiver appointed at the instance or for the benefit of Assignee, and no such exercise shall release Assignor from its obligations under any of the Leases. The demised premises now or

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hereafter covered by a Lease is hereinafter referred to as the "Leased Property."

THIS ASSIGNMENT is made by Assignor for the purpose of securing:

A. The payment of all indebtedness evidenced by certain promissory notes of Assignor in the principal amounts of Four Million, Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) and Nine Hundred Ninety-six Thousand Dollars (\$996,000.00) (hereinafter, together with any amendments or extensions thereof, the "Notes"), which evidence the loans by Assignee to Assignor pursuant to the terms of that certain Construction Loan Agreement ("Loan Agreement") dated April 15, 1985, subsequently amended on August 29, 1987 and on January 25, 1988 between Assignee as lender and Assignor as borrower, the Notes being secured by (a) that certain Mortgage dated as of April 15, 1985 and subsequently amended as of August ____, 1987 and on January 25, 1988 (the "Mortgage") by Assignor to Assignee, which constitutes a first mortgage lien on and security interest in the buildings and improvements located on the Premises (the "Mortgaged Property"), (b) those certain Additional Mortgages (as defined in the Loan Agreement), (c) certain other documents given as security pursuant to the Loan Agreement (such documents, together with the Notes, the Loan Agreement, the Mortgage, the Additional Mortgages and this Assignment are hereinafter sometimes collectively referred to as the "Loan Documents");

B. Payment of all other sums with interest thereon becoming due and payable to or for the benefit of Assignee under the provisions of this Assignment or any of the other Loan Documents;

C. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any of the other Loan Documents.

The parties intend that this Assignment shall be a present, actual, absolute and unconditional assignment and shall immediately upon execution give Assignee the right to collect the Rents and to exercise any of the other powers of the landlord under the Leases and to apply the Rents in payment of the principal and interest and all other sums payable under the Notes or any of the other Loan Documents, and Assignee agrees within thirty (30) days after the date hereof to use its best efforts to obtain and deliver executed acknowledgements in the form contained in Exhibit C attached hereto and made a part hereof from each of the respective tenants under the leases listed in Exhibit B hereto. However, Assignee hereby grants to Assignor a limited license to collect, subject to the provisions set forth herein and in the Mortgage, the Rents as they become due and to enforce the Leases and to take all other actions relating to the Rents and the Leases as to which Assignee is granted full power and authority hereby, provided no

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Event of Default (as defined in the Loan Documents) has occurred and is continuing and so long as the Rents are applied in accordance with this Assignment.

Assignor covenants and agrees that this Assignment creates and constitutes an equitable and specific lien upon the Rents and that this Assignment does not create or constitute a pledge of or a conditional security interest in the Rents. Assignor further agrees and covenants that for the purposes of this Assignment, Assignee shall have constructive possession of the Rents whether or not it is in actual possession thereof in order to effectuate and obtain the benefits of this Assignment. In no event shall Assignee be liable to Assignor or any other party by reason of such constructive possession. All monies collected by Assignor pursuant to the above-mentioned license shall be deemed impressed with a trust for the benefit of Assignee. Nothing contained herein nor any collection of the Rents by Assignee or by a receiver shall be construed to make Assignee a "mortgagee-in-possession" of any Leased Property so long as Assignee has not itself entered into actual possession of such Leased Property.

Upon the occurrence of an Event of Default under the terms and conditions of this Assignment or any of the other Loan Documents, this Assignment shall constitute a direction and full authority to the tenants under the Leases (the "Tenants") and to any other person or persons ("Third Parties") to pay all Rents to Assignee without proof of the default relied upon. Assignor hereby irrevocably authorizes the Tenants and the Third Parties, if any, to rely upon and comply with any notice or demand by Assignee for the payment to Assignee of any Rents due or to become due. It is expressly agreed that the Tenants and Third Parties, if any, have no right or duty to inquire whether a default has actually occurred, and Assignor shall have no claim against the Tenants and Third Parties, if any, for any Rents paid by the Tenants or Third Parties, if any, to Assignee pursuant to Assignee's demand or notice.

If and so long as no Event of Default shall have occurred and be continuing under the terms and conditions of this Assignment or any of the other Loan Documents, Rents covered by this Assignment shall be paid and applied as follows:

(a) Each installment of annual rent payable pursuant to the Leases shall be paid to Assignee to the extent of payments due on the Notes and shall be applied in accordance with the terms of the Notes.

(b) All additional rent payable pursuant to the Leases which is designated in such Lease as payment for specific obligations or liabilities of the landlord thereunder shall be paid and applied directly to the obligation or liability in respect of which such additional rent was paid.

(c) All proceeds of insurance and all awards and payments on account of a taking or voluntary conveyance of all or part of any Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of or in lieu of or in anticipation of the exercise of a right of condemnation or eminent domain shall be paid over to Assignee and applied as provided in Section 12 or Section 13 of the Mortgage, as the case may be.

(d) All other items of Rents, if any, covered by this Assignment shall be remitted to the persons then entitled thereto.

If an Event of Default under any of the Loan Documents shall have occurred and continues beyond the applicable grace period, if any, all Rents covered by this Assignment shall be paid directly by the Tenants and/or the Third Parties, if any, to Assignee and Assignee shall hold the same and shall apply the same to the payment of the principal, interest and other sums payable under the Loan Documents. Assignee shall be accountable only for the items of Rents actually collected hereunder and not for the rental value of the Mortgaged Property.

Neither this Assignment nor any action or inaction on the part of Assignee shall, without its written consent, constitute an assumption on its part of any obligation under the Leases; nor shall Assignee have any obligation to make any payment to be made by Assignor under the Leases, or to present or file any claim or to take any other action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled hereunder at any time or times. No action or inaction on the part of Assignee shall adversely affect or limit in any way the rights of Assignee hereunder or under any of the other Loan Documents. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, losses and damages which Assignee may incur under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations to be performed or discharged by Assignee under the Leases or this Assignment, except as a result of Assignee's own conduct. Should Assignee incur any liability, loss or damage under any of the Leases or under or by reason of this Assignment, except as a result of Assignee's own conduct, Assignor shall immediately upon demand reimburse Assignee for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Assignee. All of the foregoing sums shall bear interest until paid at the Default Interest Rate (as such term is defined in the Mortgage). Any items of Rents collected by Assignee may be applied by assignee in its discretion in satisfaction of any such liability, loss, damage, claim, demand, cost, expense or fee.

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Except as otherwise provided in this Assignment and except as provided above with respect to Assignor's limited license to collect the Rents and to enforce the Leases, Assignor shall have no right whatsoever to take any action under the Leases or with respect to the Assigned Property without the written consent of Assignee, but Assignor shall take all such action as may from time to time be reasonably requested by Assignee. Assignor shall, however, remain liable to perform all of the obligations of a landlord under the Leases and shall enforce the Leases in accordance with their respective terms, maintain the Leases in full force and effect and comply with all of the terms thereof.

Assignor warrants and ^{assignor} represents that to the best of Assignor's ^{Beneficiary} knowledge, except as otherwise noted on Exhibit A attached hereto, (a) Assignor has good title to the Assigned Property and has the right to assign the same, (b) no other person, firm or corporation has any right, title or interest in the Assigned Property, (c) the Leases, if any, are in full force and effect, have not been cancelled and have not been assigned or encumbered, except pursuant to this Agreement, (d) no material default on the part of Assignor or the Tenants exists under the Leases and no event has occurred and is continuing, and no condition exists which constitutes or would constitute a material default under the Leases either with or without notice or lapse of time, or both, ~~(e) all Rents due to date have been collected,~~ (f) no Rents have been collected for more than one month in advance and the payment of none of the Rents to accrue for any portion of the Mortgaged Property has been or will be anticipated, waived, released, excused, reduced, discounted or otherwise discharged or compromised by Assignor, and (g) none of the Tenants has any defense, setoff or counterclaim against Assignor. All of the foregoing warranties and representations shall be deemed to be reaffirmed on and as of the time of each disbursement of loan proceeds by Assignee to Beneficiary under the Loan Agreement.

Assignor covenants that so long as this Assignment shall remain in effect it will not, without the prior written consent of Assignee, (a) amend or modify any Lease, (b) assign, transfer, mortgage, pledge or otherwise encumber to anyone other than Assignee the whole or any part of the Assigned Property, (c) cancel or accept a surrender of any of the Leases, or (d) take or omit to take any action, the taking or omission of which might result in an alteration or impairment of any of the Leases or this Assignment or any of the rights created by any such instruments.

Assignor covenants and agrees that in the event any Tenant shall become the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of any of the Leases hereby assigned, then, in the event any of the Leases are so rejected, (i) no damages settlement shall be made without the prior written consent of Assignee, and (ii) any check in payment of

damages for rejection or termination of any Lease will be made payable jointly to both Assignor and Assignee, and Assignor will duly endorse such check to the order of Assignee and Assignee shall apply the proceeds thereof as required by said damages settlement or as herein elsewhere provided.

To the extent required by law or by the Leases, all security deposits under the Leases are now and hereafter will be held in a separate trust account. Assignor, as trustee of such account, has not and will not commingle such security deposits with any of Assignor's assets or accounts.

Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest, and in the name, place and stead of Assignor to subject and subordinate at any time and from time to time any of the Leases to the lien of the Mortgage or any other mortgage or deed of trust on, or to any ground lease of, the Mortgaged Property or to request or require such subordination, where such reservation, option or authority was reserved under any of the Leases to Assignor, or in any case where Assignor otherwise would have the right, power or privilege to do so. This appointment is to be irrevocable and continuing, and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, so long as any part of the indebtedness secured hereby shall remain unpaid, and Assignor does hereby warrant that Assignor has not at any time prior to the date hereof exercised any such right, and covenants not to exercise any such right to so subordinate any such Lease to the Mortgage or to any other mortgage or deed of trust on, or to any ground lease of, the Mortgaged Property.

Assignor, at its expense, will execute and deliver all such instruments and take all such action as Assignee from time to time may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein treated.

Wherever there is any conflict or inconsistency between any terms or provisions of this Assignment and the Mortgage, the terms and provisions of this Assignment shall be deemed to control and shall prevail, except that the terms and provisions of the Mortgage shall be deemed to control and shall prevail to the extent that the Mortgage shall impose greater burdens upon Assignor, shall further restrict rights of Assignor or shall give Assignee greater rights.

This Assignment is given as security in addition to the security of the Mortgage, the Additional Mortgage and the other Loan Documents and not as a part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. Assignee shall not be required to resort first to the security of this Assignment or the Mortgage or any of the other Loan Documents before

resorting to the security of any of the other such documents, and Assignor may exercise the security hereof or thereof concurrently or independently and in any order of preference.

This Assignment shall terminate upon payment in full of the principal of and interest and premium, if any, on the Notes and all other sums payable under the Notes or any of the other Loan Documents. Assignee, at Assignor's expense, will execute and deliver such instruments as Assignor may reasonably request to evidence such termination. Until such time as this Assignment is terminated, Assignor shall (a) deliver to Assignee original executed copies, or photographic copies of the original executed copies certified by Assignor to be true, correct and complete, of all of the Leases and any and all renewals, extensions, amendments, modifications and guarantees thereof, and (b) upon request of Assignee, execute and deliver specific assignments of such Leases (and any renewals, extensions, amendments, modifications and guarantees thereof) and all Rents thereunder upon the same terms and conditions as herein contained.

All notices, demands, requests, consents and other communications which are required or permitted to be given or served hereunder (collectively, "notice") shall be in writing and shall be deemed given when sent by registered or certified mail, postage prepaid, addressed, if to Assignor, at its address hereinabove set forth, with a copy by regular mail to:

Lawrence E. Grelle
Arnstein, Gluck, Lehr
& Milligan
7500 Sears Tower
Chicago, Illinois 60606

and if to Assignee, at the following address:

IR Construction Products Company, Inc.
Attention: Robert M. Leone
Law Department, 18th Floor
30 West Monroe Street
Chicago, Illinois 60606

Each party hereto may change its address for notices from time to time by serving written notice thereof upon the other party 30 days prior to the effective date of said change. A notice shall be effective upon the expiration of 5 days after mailing, except that any notice of change of address shall be effective only upon actual receipt.

This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principles of conflicts of laws.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and any other lending institution participating in the Loan and their successors and assigns (including each subsequent holder of the Notes, whether or not an express assignment to such holder of rights under this Assignment shall have been made).

This instrument is executed by the undersigned Trustee, not personally but as Trustee under the terms of that certain Trust Agreement dated the 1st day of March, 1985, and it is expressly understood and agreed between the parties hereto, anything herein to be the contrary notwithstanding, that each and all of the covenants, undertakings, agreements, representations and warranties herein contained are made and intended not as personal covenants, undertakings, agreements, representations and warranties of the Trustee individually or for the purpose of binding it personally, but only of the Trustee as such Trustee, and this instrument is executed and delivered by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee solely in the exercise of the power conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by or at any time shall be asserted or enforced against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO on account hereof or on account of any covenant, undertaking, agreement, representation or warranty herein contained either express or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties, and so far as said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO is concerned, the Mortgagee shall look solely to the premises, to other collateral security for the indebtedness hereby secured and to any guarantor of the indebtedness hereby secured for payment and performance of the obligations of the Trustee hereunder. Nothing herein contained shall, however, operate or be deemed to impair, invalidate, avoid or negate the covenants, undertakings, agreements and representations of the Trustee as such Trustee.

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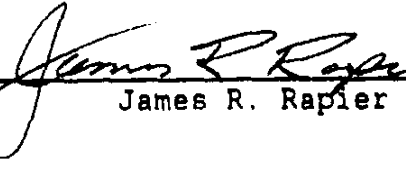
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IN WITNESS WHEREOF, the undersigned have set their hands
this 25th day of January, 1988.

BARRINGTON SQUARE PARTNERS
an Illinois Joint Venture


By: X 
Richard C. Benkendorf

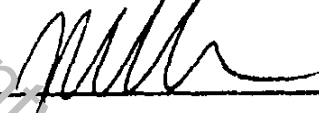
By: X 
Thomas E. Pollard

By: X 
James R. Rapier

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee as
Aforesaid and Not Personally

ATTEST:


Title: ASSISTANT SECRETARY

By: 
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

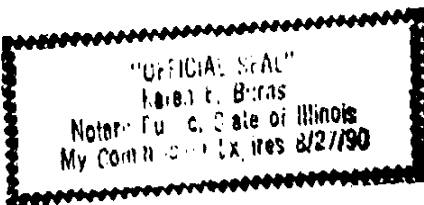
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, KAREN E. BURNS, a Notary Public in and for said County in the State as aforesaid do hereby certify that J. MICHAEL WHELAN Peter H. Johnson of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and ASSISTANT Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and this day in person acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he or she, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

JAN 25 1988

Given under my hand and seal this 25th day of January, 1988.



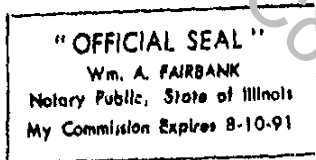
Karen E. Burns
Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Wm. A. Fairbank, a Notary Public in and for said County in the State as aforesaid do hereby certify that Richard C. Benkendorf, Thomas E. Pollard and James R. Rapier, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and this day in person acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and seal this 25th day of January, 1988.



Wm. A. Fairbank
Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

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STANDARD BUSINESS FORM
LEASE AND TENANT IMPROVEMENT COST ANALYSIS
DECEMBER 8, 1987

STATUS	SUITE	TENANT	AREA	Z	AREA	Z	ANNUAL	Z	IMPROVEMENT	CONSTRUCTION	TERM	RENT	NOTES
			BRSE	BDOB	OFFICE	BLWB	INCOME	BDOB	COST		1/23		
COMPLETE	218	PETER JOHNSON					\$22,191		36,000.00	I R CONSTR	5 YR	08/01/86	08/01/86
	116	RISHINWAY BOLD	1578		966		\$17,208		8,100.00	STRCON	1 YR	04/01/87	04/01/87
	108	KEMI COLLIER	1448		956		\$15,108		8,000.00	I R CENSLI	5 YR	10/01/86	10/01/86 SLOW PAY
	TOTAL		2916	7.80Z	4238	6.83Z	\$54,603	7.18Z	50,100.00				
SIGNED	106	AMERTTEL					\$20,392		6,731.00	I R STAR	3 YR	06/01/87	07/01/87
	117	DECIBEL	1782		2168		\$10,347		13,733.20	I R STAR	3 YR	03/01/87	11/01/87
	101	TELETEL	2916		1006		\$23,200		12,550.00	I R STAR	3 YR	06/01/87	06/01/87
	111	TELETEL	2310		1742		\$21,422		24,408.20	I R STAR	3 YR	07/01/87	07/01/88 LEASE CANCELLED
	122	JUSTIN CLARK	2083		1006		\$22,390		14,206.50	I R STAR	4 YR	07/01/87	07/01/88
	118	JOHN A. KENNEDY	1782		2375		\$18,203		14,686.86	I R STAR	5 YR	07/01/87	07/01/88
	121	DRIBU OVERSEAS	2431		1027		\$11,306		11,096.05	I R STAR	5 YR	06/01/87	06/01/88 REDUCED RENT
	113/114	DELTRON, INC.	3400		2758		\$41,501		23,931.00	I R STAR	5 YR	11/01/87	06/01/88
	214/215	ALPHA METALS			2142		\$20,331		13,025.00	I R STAR	3 YR	12/01/87	04/01/88
	COMMON AREA								3,137.22				
	TOTAL		17594	46.11Z	16392	26.44Z	\$237,546	31.20Z	206,440.45				
NEW LEASES	Z02	ENST ELECS			1078		\$17,061		8,000.00		2 YR	07/01/88	07/01/88 SIGNED
	.109	MECCO LTD	1795		882		\$17,793		10,039.00		5 YR	02/01/88	02/01/88 SIGNED - 1 YR @ 1/2 RENT
	112	MANUING ELECTRIX	3172		3882		\$28,099		37,000.00	HIMES	4 YR	07/01/88	07/01/88 SIGNED
	110	DANKOIA BUS. SYS.	2403		1838		\$28,275		15,904.00		3 YR	02/01/88	07/01/88 AWAITING SIGNATURE
	1027103	RISHINWAY BOLD	3379		3106		\$12,612		40,059.00		4 YR	12/01/87	12/01/87 SIGNED
	114	RISHINWAY BOLD	-1528		-966		\$(817,004)				4 YR	12/01/87	12/01/87 SIGNED
	116	DELTRON	1328		763		\$17,009		4,044.00		3 YR	02/01/88	05/01/88 AWAITING DEFERENCE
	TOTAL		14849	39.18Z	12866	20.27Z	\$187,842	24.69Z	115,856.00				
CURRENT STATUS	SUBTOTAL		33319	73.07Z	33196	33.24Z	\$479,791	61.07Z	372,406.45				
	SUBTOTAL		68713	68.61Z	4479,791	63.07Z	372,406.45						
	752	TOTAL BUILDING			75124		\$570,587		396,431.26				
	952	TOTAL BUILDING			95157		\$722,743		471,561.01				
	1002	TOTAL BUILDING			100163		\$760,782		490,341.95				

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EXHIBIT B

Legal Description of the Premises

Lots 4 and 5 in Barrington Square Industrial Center Unit Number 1, a Subdivision of Part of Fractional Section 6, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 20, 1970, as Document No. 21323708, in Cook County, Illinois.

P.I.N. 07-06-201-004, 07-06-201-005

LOT-4

LOT 5

QAO 2

Commonly known as Lots 4 and 5, Barrington Square Industrial Center Hoffman Estates, Illinois.

INSTRUMENT PREPARED BY:

DARIEN M. CREAMER
KIRKLAND & ELLIS
200 E. RANDOLPH
CHICAGO, IL 60601

Box 289

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EXHIBIT C

ACKNOWLEDGEMENT

DEPT-01 RECORDING \$24.00
T#2222 TRAN 1612 01/28/88 12 30:00
#3102 # B * -88-042225
COOK COUNTY RECORDER

THIS ACKNOWLEDGEMENT dated _____, 1988 is made by _____ (the "Tenant") under a lease agreement dated _____ for the premises located at the Stonington Business Center in Barrington, Illinois (the "Lease") between the Tenant and Barrington Square Partners (the "Landlord").

WHEREAS, under a Conditional Assignment of Leases dated January ____, 1988 (the "Assignment") between American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated March 1, 1985 and known as Trust Number 63712 ("Trustee"), and the Landlord (hereinafter Trustee and Landlord shall collectively be referred to as the "Borrower") and IR Construction Products Company, Inc. (the "Lender"), the Borrower assigned all of its right, title and interest in, to and under the Lease, including but not limited to all rents, security deposits, issues, profits, revenues, royalties bonuses, rights and benefits due, payable or accruing to the Landlord under the Lease as additional security for certain indebtedness evidenced by promissory notes of the Borrower (such promissory notes and related mortgages and security documents are hereinafter collectively referred to as the "Loan Documents") referred to in the Assignment.

Tenant hereby acknowledges that if it receives a notice in writing from the Lender advising the Tenant that a default has occurred on the part of the Borrower in the performance of the terms, provisions and covenants of the aforesaid Loan Documents and requesting that all future accruals of rent or other payments under the Lease should be paid directly to Lender, such notice is conclusive authority for such payments to be made directly to Lender, and from and after the date of the giving of such notice, all accruals of rent or other payments under the Lease shall be paid to the Lender pursuant to this Acknowledgement and such notice.

TENANT: _____

By: _____

Title: _____

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