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FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT dated as of March 31, 1990, by and among LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated September 20, 1985, and known as Trust No. 110344 (the "Mortgagor"), RAWLS 130, an Illinois partnership (the "Beneficiary"), STEPHEN NARDI (the "Individual Guarantor"), and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, the Individual Guarantor and the Bank heretofore entered into the following documents, each dated as of October 1, 1987:

- (i) Commitment Letter from the Bank to the Mortgagor and the Beneficiary;
- (ii) Mortgage Note (the "Note") from the Mortgagor to the Bank in the principal amount of \$1,650,000;
- (iii) Mortgage and Security Agreement from the Mortgagor to the Bank mortgaging the property described in Exhibit A attached hereto (the "Premises") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 7, 1987, as Document No. 87645988;
- (iv) Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank on the Premises and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 7, 1987, as Document No. 87645989;
- (v) Security Agreement from the Beneficiary to the Bank;
- (vi) Collateral Assignment of Beneficial Interest from the Beneficiary to the Bank;

Permanent Index No.:

09-19-301-018

Address of Premises:

130 Rawls Road  
Des Plaines, Illinois

This Instrument Prepared by and to  
be Returned after Recording to:

Alvin L. Kruse  
James A. Schraidt  
Gary A. Maguire  
Seyfarth, Shaw, Fairweather &  
Geraldson  
Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

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(vii) Guaranty of Payment and Performance from the Beneficiary and the Individual Guarantor to the Bank; and

WHEREAS, the documents referred to above were modified and amended pursuant to the Modification Agreement dated as of September 30, 1988 (the "First Modification Agreement"), by and among the Mortgagor, the Beneficiary, the Individual Guarantor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 19, 1988, as Document No. 88480251, the Modification Agreement dated as of March 31, 1989 (the "Second Modification Agreement"), by and among the Mortgagor, the Beneficiary, the Individual Guarantor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 12, 1989, as Document No. 89159871 and the Modification Agreement dated as of September 30, 1989 (the "Third Modification Agreement"), by and among the Mortgagor, the Beneficiary, the Individual Guarantor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 29, 1989, as Document No. 89569136; and

WHEREAS, the documents referred to in (i) through (vii) above, as modified and amended by the First Modification Agreement, the Second Modification Agreement and the Third Modification Agreement, are hereinafter referred to collectively as the "Documents";

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity. The maturity date of the loan which is evidenced and secured by the Documents is hereby extended from March 31, 1990, to March 31, 1991, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "March 31, 1990" is hereby changed to "March 31, 1991" each time it appears in the Documents.

Section 3. Financing Fee. The Mortgagor and the Beneficiary shall pay a financing fee to the Bank in the amount of \$8,250 on the date of the execution and delivery of this Agreement, which amount represents 1/2% of the face amount of the Note.

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Section 4. Attachment to Note. An executed copy of this Agreement shall be attached by the Bank to the Note, and the Bank shall place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor, the Beneficiary and the Individual Guarantor hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary and the Individual Guarantor hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 11. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

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(b) References to Sections and other subdivisions of this Agreement are to be the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

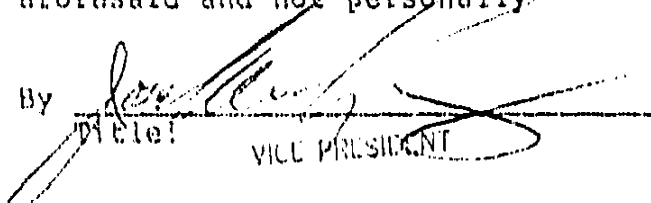
Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 14. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Bank in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Bank on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL BANK, as Trustee as  
aforesaid and not personally

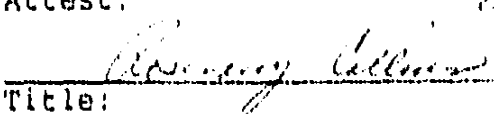
By

  
Title

VICE PRESIDENT

(SEAL)

Attest:

  
Title:

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RAWLS 130, an Illinois partnership

By Stephen Nardi  
Stephen Nardi, Partner

By Gary Sherman  
Gary Sherman, Partner

By Murray Lewison  
Murray Lewison, Partner

Stephen Nardi  
Stephen Nardi

THE EXCHANGE NATIONAL BANK OF CHICAGO

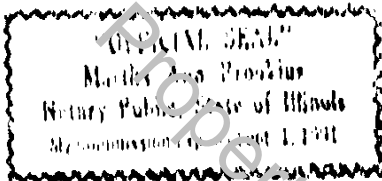
By [Signature]  
Title: Asst. Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 1990, by Joseph W. Lutz and [Signature] and [Signature], respectively, of LaSalle National Bank, a national banking association, Trustee under a Trust Agreement dated September 20, 1985, and known as Trust No. 110344, on behalf of said Trustee.

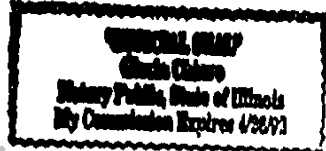


[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1990, by Stephen Nardi, Gary Shifrin and Murray Lewison, partners on behalf of Rawls 130, an Illinois partnership.

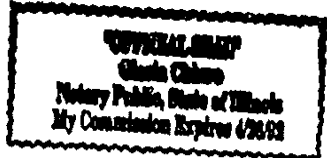
[Signature]  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1990, by Stephen Nardi.

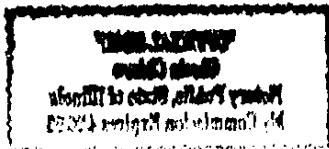
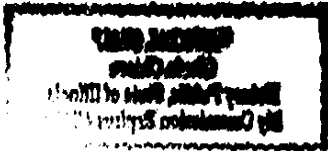
[Signature]  
Notary Public



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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

The foregoing instrument was acknowledged before me this  
11th day of May, 1990, by Joseph M. Pava  
Assistant Vice President of The  
Exchange National Bank of Chicago, a national banking association,  
on behalf of the association.



Cary A. Maguire  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

That part of Lot 8 lying North of a line drawn parallel and 259.03 feet South of the North Line of said Lot 8 measured at right angles thereto in Anderson Miller Des Plaines Industrial Park North, being a Subdivision in the South 1/2 of the South West 1/4 of Section 19, Township 41 North, Range 12 East of the Third Principal Meridian, (except that part taken for Oakton Street as described in Document 10627381 recorded April 30, 1930 Plat 284 Pages 18 to 25 inclusive), in Cook County, Illinois

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