

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

2600

THIS ASSIGNMENT is made jointly and severally as of the 27th day of September, 1990 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated January 19, 1988 and known as Trust Number 104474-07 (hereinafter referred to as the "Borrower") and SQUIRE COURT ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as the "Beneficiary", whether one or more) (Borrower and Beneficiary are hereinafter collectively referred to as "Assignor"), whose mailing address is 101 West Grand Avenue, Chicago, Illinois 60606 to and for the benefit of NORTH AMERICAN SECURITY LIFE INSURANCE COMPANY whose mailing address is c/o Elliott & Page Limited, 120 Adelaide Street West, Suite 1120, Toronto, Ontario Canada M5H 1V1 (hereinafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Borrower is, or will shortly become, the holder and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"); and,

WHEREAS, Borrower has concurrently herewith executed and delivered to Assignee a certain Principal Note in the principal amount of ONE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$1,925,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note"), which Note is secured by a Mortgage encumbering the Property (hereinafter referred to as the "Mortgage") and by other collateral and security documents securing or executed in connection with the debt evidenced by the Note in favor of Assignee (this Assignment, the Note, the Mortgage and such other collateral and security documents are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Beneficiary owns one hundred (100%) percent of the beneficial interest under said Trust Agreement, but has no legal or equitable interest in the Property.

THIS DOCUMENT PREPARED BY:

Mark S. Richmond
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
(312) 807-3800

KRW File No. 5398.5

COMMON PROPERTY ADDRESS:

1913-49 Plum Grove Road
Rolling Meadows, Illinois

PERMANENT INDEX NUMBERS:

02-27-207-008
02-27-207-009
02-27-207-010
02-27-207-013

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D-3 72-70-284

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NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Note and Loan Documents, and also in consideration of TEN AND NO/100 (\$10.00) DOLLARS, the receipt whereof is hereby acknowledged; it is hereby agreed as follows:

1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to (i) all rents, issues, profits and avails and other sums of every kind and nature, including, but not limited to, payments or contributions for taxes, operating expenses and the like (hereinafter referred to collectively as "Rents"), payable by lessees or guarantors under "Leases" (as hereinafter defined) of and from the Property, (ii) all right, title and interest of Assignor, in and to those leases of all or of portions of the Property as may be listed in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to collectively as "Existing Leases"), and any other leases which may be hereafter entered into for all or any portion of the Property (the Existing Leases and such other leases are hereinafter referred to collectively as the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases, (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) or replacement Section thereto of the Bankruptcy Code of the United States, and (iv) the proceeds payable upon exercise of any option including an option to terminate or an option to purchase contained in any Lease. This Assignment is absolute and is effective immediately; provided, however, that until notice is sent by Assignee to the Assignor in writing that an "Event of Default" (as hereinafter defined) has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the Rents accruing from the Property. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage, and not secondary. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other Loan Document.

2. Representations. Assignor represents and warrants that: (i) there is no Lease in effect with respect to the Property other than the Existing Leases; (ii) it has made no prior assignment or pledge of the Rents assigned hereby or of the Assignor's interest in any of the Existing Leases; (iii) to the best of its knowledge no default exists in any of the Existing Leases and there exists no state of fact which, with the giving of Notice or lapse of time or both, would constitute a default under any of the Existing Leases; (iv) none of the Existing Leases has been modified or extended except as may be noted in Exhibit "B"; (v) Assignor is the sole owner of the lessor's interest in the Existing Leases, either directly or as successor in interest to the named lessor thereunder, and Assignor is entitled to receive all of the Rents and to enjoy all of the other rights and benefits provided for therein and assigned hereby; (vi) to the best of its knowledge the Existing Leases are valid and enforceable in accordance with their terms, and no state of facts exists which would permit any lessee to terminate, cancel or declare void any Existing Lease; and (vii) no prepayment of any installment or rent for more than one (1) month due under any of the Existing Leases has been received by Assignor.

3. Negative Covenants of Assignor. Assignor will not (i) execute an assignment or pledge of the Rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; or (ii) modify, change, alter, supplement, amend, surrender, terminate or cancel, or permit or accept any surrender, termination or cancellation of any of the Leases or of any guarantees of any of the Leases; or (iii) accept prepayments of any installments of Rents to become due under any of the Leases (including Existing Leases) for more than one (1) month; or (iv) execute any lease of all or any portion of the Property; or (v) in any manner impair the value of the Property or permit the value of the Property to be impaired; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent; or (vii) consent to any assignment of any Leases or any subletting thereunder.

4. Affirmative Covenants of Assignor. Assignor, on and after title is conveyed to it will at its sole cost and expense (i) fulfill and perform each and every covenant and condition of each of the Leases by the lessor thereunder to be fulfilled or performed; (ii) will use its best efforts to enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or

proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the "Default Rate" provided in the Note; and (ix) furnish loss of rents insurance in accordance with the provisions of the Mortgage.

5. Agreement of Assignor.

A. Should Assignor fail to make any payment or to do any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

B. This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the wilful acts or negligent acts of

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Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the "Default Rate" provided in the Note immediately upon demand.

C. Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

D. A demand on any lessee by Assignee for the payment of the Rents on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of Rents to Assignee without the necessity for further consent by Assignor.

E. Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid Rents agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of Rents to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

F. Upon issuance of a deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney-in-fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as Rents from the Premises for any month in which occurs the act giving rise to any Event of Default or other default under the Note or under any of the Loan Documents, shall be held by Assignor as Trustee for Assignee and all such amounts shall be

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accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. By way of example and not of limitation, a notice of the foregoing may be given by an instrument recorded with the Recorder of Deeds of the county in which the Property is located stating that Assignor has received or will receive such amounts in trust for Assignee.

H. Beneficiary hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Beneficiary, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Lessees of the Property are hereby expressly authorized and directed to pay any and all Rents and other amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

I. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

6. **Default.** The following shall be "Events of Default" hereunder: (a) the occurrence of an "Event of Default" under the Note or the Loan Documents, other than this Assignment, or if there occurs any other default under any Loan Document which continues after the expiration of any applicable grace or cure period therein

provided; or (b) default by Assignor in the performance of any of the non-monetary covenants, obligations or agreements herein contained, which default continues for thirty (30) days after notice from Assignee to Assignor in the manner herein provided. Upon, or at any time, after the occurrence of an Event of Default hereunder, Assignee may, at its option, from and after the Notice and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of the Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its reasonable discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent Rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of the Property or the collection of such Rents and the application thereof, as aforesaid shall not cure or waive any Event of Default under the Loan Documents. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of Rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay Rents to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

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8. Defeasance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Loan Documents, Assignor shall have the right to collect upon, but not prior to accrual, all Rents from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. Miscellaneous.

A. This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

B. The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, lessees and sub-lessees of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

C. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.

D. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

E. In the event any one or more of the provisions contained in this Assignment or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

F. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

G. Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the Assignor, or to such other address as Assignor may request in writing. All such notices shall be deemed delivered three (3) days after mailing as aforesaid. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail. Copies of all notices to Assignee shall also be given to Katz Randall & Weinberg, 200 North LaSalle Street, Suite 2300, Chicago, Illinois 60601, Attention: Mark S. Richmond. Assignee shall use its best efforts to deliver copies of all notices to Assignor to Ross & Harrington, 154 West Hubbard Street, Suite 300, Chicago, Illinois 60610, Attention: Kenneth D. Ross.

H. The term "Assignor," "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

I. In the event of any conflicts or inconsistencies between the terms and provisions hereof and those of any other Loan Document, then the terms and provisions deemed most favorable to Assignee shall govern.

10. Trustee's Exculpation. This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated January 19, 1988 and known as Trust No. 104474-07 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment.

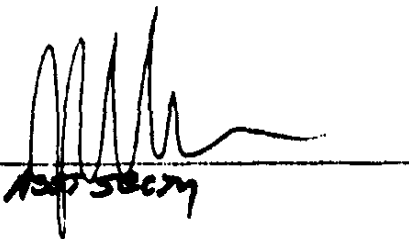
IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the day and year first above written.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated January 19, 1988 and known as Trust Number 104474-07


ATTEST:

Its: _____


Mark S. Richmond

By: _____

Its: _____


Mark S. Richmond

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BENEFICIARY:

SQUIRE COURT ASSOCIATES LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: FIRST DEARBORN PROPERTIES,
INC., an Illinois
corporation, general partner

ATTEST:

By: [Signature]

Its: _____

By: [Signature]

Its: _____

ATTEST:

By: Karl Hilgendorf

Its: Vice President

By:

ROSS INVESTMENT CORPORATION,
an Illinois corporation,
general partner

By: [Signature]

Its: _____

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STATE OF Illinois)
COUNTY OF Cook)

I, Shirley J. Potter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S. Ross, as President of FIRST DEARBORN PROPERTIES, INC., an Illinois corporation and Bruce Block, as Vice President ~~Secretary~~ of said corporation, a general partner of SQUIRE COURT ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President ~~Secretary~~ of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Vice President ~~Secretary~~ did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of September 1990.

Shirley J. Potter
Notary Public

" OFFICIAL SEAL "
SHIRLEY J. POTTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/94

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STATE OF Illinois
COUNTY OF Cook }

I, Shirley J. Potter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene I. Ross, as President of ROSS INVESTMENT CORPORATION, an Illinois corporation and Karl Hilgendorf, as Vice President Secretary of said corporation, a general partner of SQUIRE COURT ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Vice President Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of September 1990.

Shirley J. Potter
" OFFICIAL SEAL "
SHIRLEY J. POTTER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 8/24/94
Notary Public

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EXHIBIT "A"

LOTS 2 THROUGH 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 23 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

1. Video Superstore Master Limited Partnership (Blockbusters)
2. Mailboxes, Etc., USA
3. Wong Thai Corporation
4. Pizza Force, Inc.
5. Fantastic Sam's
6. Subway Restaurants, Inc.
7. Illinois Franchise Assoc., Ltd. (TCBY)
8. Realstar, Inc.
9. The Flipside, Inc.
10. Olsen's Musicland, Inc.

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