

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

2300

THIS ASSIGNMENT, made this 12th day of October, 1990, by LaSALLE NATIONAL TRUST, N.A., a national banking association, not personally but as successor trustee to LaSalle National Bank under Trust Agreement dated October 1, 1961 and known as Trust No. 28684, whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (hereinafter called the "Trustee"), and JOSEPH J. FREED (as to an undivided sixty percent interest) and JOYCE FREED (as to an undivided forty percent interest), as tenants in common, being the sole beneficiaries of the Trust, whose address is c/o Joseph J. Freed and Associates, Inc., 1000 Capitol Drive, Suite 300, Wheeling, Illinois 60090 (hereinafter called the "Beneficiaries"), to NHD CHICAGO BANK, an Illinois banking corporation, whose address is 307 North Michigan Avenue, Chicago, Illinois 60601 (hereinafter called "Mortgagee"). The Trustee and the Beneficiaries are sometimes hereinafter jointly referred to as the "Owner".

KNOW ALL MEN BY THESE PRESENTS, FOR THE CONSIDERATION of One (\$1.00) Dollar and as an inducement for the loan evidenced and secured as hereinafter described, Owner does hereby assign, transfer and set over unto Mortgagee all of the right, title and interest of Owner in, to, under and by virtue of all leases (which term includes all leases, licenses, concession agreements or other agreements for occupancy), whether now in existence or executed hereafter, covering all or any part of the real estate described in Exhibit A attached hereto, and all extensions, renewals, modifications or replacements thereof, and all rents, income, profits or other moneys due or becoming due thereunder, and all guaranties of the obligations of the lessees under any provisions thereof or otherwise and under any, and all extensions, renewals, modifications or replacements thereof, any award or other payment which Owner may hereafter become entitled to receive with respect to any such lease as a result of or pursuant to any bankruptcy, insolvency, reorganization or similar proceeding involving the tenant under such lease, and any and all payments made by or on behalf of any such tenant in lieu of rent (all such leases, rents, income, profits, guaranties, extensions, renewals, modifications, replacements, awards and payments being hereinafter called "Leases"), which current Leases are more fully described in Exhibit B attached hereto.

TO HAVE AND TO HOLD Owner's aforesaid right, title and interest unto Mortgagee, its successors and assigns, as security for the payment of the principal and interest provided to be paid by the promissory note of even date herewith executed and delivered by Trustee to Mortgagee (hereinafter called the "Note"), in the principal amount of Twenty Million Three Hundred Thousand (\$20,300,000.00) Dollars, as well as any renewals, extensions or modifications thereof, and for the performance of the agreements and covenants of Owner contained in the Construction Loan Agreement pursuant to which the proceeds of the Note are to be disbursed (hereinafter called the "Loan Agreement"), as well as any modifications thereof, executed and delivered by Owner to Mortgagee of even date herewith, and the Construction Mortgage, Security Agreement and Assignment of Leases and Rentals securing said Note (hereinafter called the "Mortgage"), as well as any modifications thereof, executed and delivered by Trustee to Mortgagee of even date herewith, and recorded or to be recorded at or prior to the recording of this Assignment, covering the real estate described in the attached Exhibit A; reserving, however, unto Owner a license to collect, except as hereinafter provided, the rents, income, profits and other moneys accruing by virtue of said Leases as they respectively become due, but not more than one (1) month in advance, and to enforce the agreements of said Leases, so long as no Event of Default (as defined in the Loan Agreement) shall have occurred under the Note, Loan Agreement, Mortgage or this Assignment.

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Owner covenants as follows:

DEFAULT

1. Upon the occurrence of an Event of Default under the

Note, under the Loan Agreement, under the Mortgage or under this Assignment, and until such default shall have been fully cured, the license reserved herein to Owner shall cease and terminate, and Mortgagee is hereby authorized, at its option, to enter and take possession of the leased premises, or any part thereof, and to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that Owner might reasonably so act. In furtherance thereof, and not by way of limitation, Mortgagee is empowered, but shall be under no obligation, to collect the rents, income, profits and other moneys due under said Leases, to enforce payment thereof and the performance of any and all other terms and provisions of said Leases, to exercise all the rights and privileges of Owner thereunder, including the right to fix or modify rents, to demand and sue for possession of the premises covered by said Leases, to relet the premises or any part thereof and to collect the rents, income, profits and other moneys due under such new Leases, to contract and pay for all repairs and replacements to the buildings, fixtures, equipment and personal property located on the aforesaid real estate and used in any way in the operation, use and occupancy thereof, as in the sole judgment and discretion of Mortgagee, may be necessary to maintain the same in a tenantable condition, to purchase and pay for such additional furniture and equipment as in the sole judgment of Mortgagee may be necessary to maintain proper rental income from such real estate, to employ all necessary maintenance employees, to purchase fuel, to provide and pay for utilities and all other necessary expenses incurred in the operation of such real estate and to maintain adequate insurance coverage as required by the Mortgage and to pay the premiums therefor. Owner hereby irrevocably appoints Mortgagee as its true and lawful attorney-in-fact to do the foregoing acts and things in the name, place and stead of Owner. The foregoing power of attorney shall be deemed a power coupled with an interest and shall be irrevocable. Mortgagee shall, from time to time, apply the net amount of income after payment of all proper costs and charges, including loss or damage referred to hereinafter in paragraph 6 and reasonable attorney's fees, to the sums then due to Mortgagee under the Note and Mortgage. The manner of the application of such net income, the reasonableness of the costs and charges to which such net income is applied and the item or items which shall be credit thereby shall be within the sole and uncontrolled discretion of Mortgagee. Such entry and taking possession of the leased premises or any part thereof, may be made, at the election of Mortgagee, by actual entry and possession, or by written notice given in accordance with the provisions of Article 28 of the Mortgage, which are incorporated herein by reference, and no further authorization shall be required. Mortgagee shall only be accountable for money actually received by it pursuant to this Assignment.

Mortgagee shall have the right after taking possession, although it shall not be required to do so, to remain in possession of the premises hereinabove described, and to collect the said rents, issues and profits therefrom, and to manage said premises as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the Mortgage, the entry of any decree of foreclosure in any proceedings, and notwithstanding any sale of the mortgaged premises had pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree; and Mortgagee shall have full power and authority to remain in possession of the premises hereinabove described, although it shall not be required to do so, until the expiration of the period of redemption, if any, from any such sale. The net rents, issues and profits accruing under the sale of the mortgaged premises pursuant to such decree remaining

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after the payment of all charges and expenses incurred by Mortgagee under said Mortgage or by any other party in accordance with the terms and provisions of said Mortgage shall be applied from time to time in partial satisfaction of any deficiency reported to the court after such sale.

The above provisions shall, and are intended to, survive any decree of foreclosure in any foreclosure proceedings to foreclose the lien of the Mortgage.

SATISFACTION OF MORTGAGE

2. Upon payment to Mortgagee of the full amount of the indebtedness secured by the Mortgage, as evidenced by a recorded discharge or release of the Mortgage, this Assignment shall be void and of no further effect.

PAYMENTS BY LESSEE

3. Owner irrevocably consents that the lessees under said Leases, upon demand and notice from Mortgagee of the occurrence of an Event of Default under the Note, under the Mortgage or under this Assignment, shall pay said rents, income, profits and other moneys due under said Leases to Mortgagee without liability of said lessees for the determination of the actual existence of any such Event of Default claimed by Mortgagee. Owner hereby irrevocably authorizes and directs said lessees, upon receipt of any notice of Mortgagee stating that such an Event of Default exists, to pay to Mortgagee the rents, income, profits and other moneys due and to become due under said Leases. Owner agrees that said lessees shall have the right to rely upon any such notices of Mortgagee and that said lessees shall pay such rents, income, profits and other moneys to Mortgagee, without any obligation or right to inquire whether any such Event of Default actually exists and notwithstanding any claim of Owner to the contrary. Owner shall have no claim against said lessees for any rents paid by said lessees to Mortgagee. Upon the curing of all such Events of Default, Mortgagee shall give written notice thereof to said lessees and thereafter, until further notice from Mortgagee, said lessees shall pay such rents, income, profits and other moneys to Owner.

MORTGAGEE AS CREDITOR

4. Notwithstanding the aforesaid license granted to Owner to collect the rents, income, profits and other moneys due or becoming due under said Leases, Mortgagee, and not Owner, shall be and be deemed to be the creditor of each lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee, without obligation on the part of Mortgagee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and with an option to Mortgagee to apply any money received by Mortgagee as such creditor in reduction of the aforesaid principal or interest or any other indebtedness secured by or to be paid pursuant to said Mortgage.

ASSIGNMENT

5. Mortgagee shall have the right to assign the interests acquired hereby to any subsequent holder of said Mortgage and to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Owner shall have been barred and foreclosed of all right, title, interest and equity of redemption in said premises, no such assignee shall be liable to account to Owner for the rents, income, profits and other moneys thereafter accruing.

LIABILITY
UNDER LEASE

6. Owner shall and does hereby indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may incur under said Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by Mortgagee under said Leases or this Assignment; provided, however, that this indemnity shall not extend to grossly negligent or willful acts of misconduct by Mortgagee or omissions to act by Mortgagee where action is reasonably required by the circumstances. Nothing herein contained shall be construed to bind Mortgagee to the performance of any of the terms and provisions contained in said Leases, or otherwise to impose any obligation on Mortgagee, including, without limitation, any liability under the covenants of quiet enjoyment contained in said Leases in the event that the lessees shall have been joined as party defendants in any action to foreclose said Mortgage and shall have been barred and foreclosed thereby of all right, title, interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by Mortgagee, this Assignment shall not operate to place responsibility for the control, custody, care, management or repair of said premises, or for the carrying out of any of the terms and provisions of said Leases, upon Mortgagee. Should Mortgagee incur any liability by reason of actual entry and taking possession, or for any other reason or occurrence, or sustain loss or damage under said Leases or under or by reason of this Assignment or in the defense of any such claims or demands, Owner shall immediately, upon demand, reimburse Mortgagee for the amount thereof, including interest at the rate of interest applicable in the event of default, as set forth in the Note, costs, expenses and reasonable attorney's fees, and Mortgagee may retain possession of the premises and collect the rents, income, profits and other moneys due under said Leases and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

REPRESENTATIONS

7. Owner represents that (a) Exhibit B sets forth the name of each lessee who or which, at the date hereof, is a party to a Lease of any part of the real estate described in Exhibit A, and the date such Lease was executed and of any amendment thereto; (b) Owner is now the holder of absolute title to said Leases with full right to assign the same and the rents, income, profits and other moneys due or to become due thereunder; (c) said Leases are valid and in full force and effect; (d) there are no outstanding assignments or pledges thereof or of the rents, income, profits or other moneys due or to become due thereunder; (e) there are no existing defaults under the provisions thereof on the part of Owner; (f) the lessees have no defenses, set-offs or counterclaims against Owner; (g) the lessees are in possession and paying rent and other charges under said Leases, as provided therein; and (h) no rents, income or profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by said Leases.

MERGER OF ESTATES

8. Said Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessees thereunder. Owner shall not transfer or convey title to said premises to any lessees without requiring such lessees in writing to assume and agree to pay the Note in accordance with the terms, covenants and conditions of the Note and the Mortgage, and the payment to Mortgagee by such lessees of so much of the purchase price as shall be deemed necessary by Mortgagee in reduction of the outstanding principal of the Note, which payment, if made during the period that said Note permits prepayment, shall include applicable prepayment charges, if any. In the event said Leases permit

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cancellation thereof on payment of consideration and said privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Mortgagee to be applied, at the election of the Mortgagee, to reduce the amount of the principal of said Note, or to be held in trust by the Mortgagee, without interest, as further security for the payment of the principal and interest to be paid pursuant to the Note.

LEASE MODIFICATIONS

9. Owner shall not amend, cancel, abridge, surrender, terminate, change, alter or otherwise modify any existing or future Lease of the premises, or any part thereof, or make any assignment of its interest in, to and under such Lease, or consent to any assignment thereof or subletting thereunder, or request, consent, agree to or accept a subordination of such Lease to this Mortgage or any other mortgage or other encumbrance now or hereafter affecting the premises, or accept any prepayment of rent or installments of rent for more than one (1) month in advance, without the prior written consent of Mortgagee, except that Owner may increase rentals without such consent. Any attempted amendment, cancellation, abridgement, surrender, termination, change, alteration or other modification without the written consent of Mortgagee shall be null and void.

FURTHER ASSIGNMENTS AS SECURITY

10. Owner shall not execute any other assignment of the Leases or of any interest therein or of any of the rents, income, profits or other moneys payable thereunder, as security for the repayment of any indebtedness other than the Note. Owner shall perform all of its covenants and agreements as lessor under the Leases, and will not suffer or permit to occur any release of liability of lessees or the accrual of any right in lessees to withhold payments of rents. Owner shall give prompt notice to Mortgagee of any notice of Owner's default received from any lessees or from any other person, and furnish Mortgagee with complete copies of said notice. If requested by Mortgagee, Owner shall enforce the Leases and all remedies available to Owner against the lessees in case of default under said Leases by lessees.

MODIFICATION OF NOTE OR MORTGAGE

11. Notwithstanding any variation of the terms of the Note or the Mortgage, including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder, any extension of time for payment thereunder, any modification thereof or any release of part or parts of the real estate subject to the Mortgage, the Leases and the benefits hereby assigned shall continue as security in accordance with the terms of this Assignment.

ADDITIONAL SECURITY

12. Mortgagee may take security in addition to the security already given Mortgagee for the payment of the principal and interest provided to be paid in or by the Note or by the Mortgage, or may release such other security, may release any party primarily or secondarily liable on the Note, may grant or make extensions, renewals, modifications or indulgences with respect to such Note or Mortgage, which extensions, renewals, modifications and indulgences may be on the same or on different terms from the present terms of said Note or Mortgage, and may apply any other security therefor held by it to the satisfaction of such Note or Mortgage without prejudice to any of its rights hereunder.

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ADDITIONAL
LEASES

13. Owner shall give Mortgagee immediate notice of any lease entered into of any part of the above described real estate which is not listed in Exhibit B attached hereto. Whether or not such notice is given, all such leases shall be deemed included in this Assignment as though originally listed herein. Notwithstanding the foregoing, only Leases which conform to the criteria set forth in the Loan Agreement shall be entered into by Owner.

WAIVER

14. Failure of the Mortgagee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. The rights and remedies of Mortgagee under this instrument are cumulative and are not in lieu of, but in addition to, any other rights and remedies which Mortgagee shall have under the Note and Mortgage. The rights and remedies of Mortgagee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

ELECTION OF REMEDIES

15. The provisions set forth in this Assignment shall be deemed a special remedy given to Mortgagee and shall not be deemed exclusive of any other remedies granted to Mortgagee in the Note or the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to Mortgagee, all of which remedies shall be enforceable concurrently or successively. No exercise by Mortgagee of any of its rights hereunder shall cure, waive or affect any default hereunder or default under the Note, the Mortgage or the Loan Agreement. No inaction or partial exercise of rights by Mortgagee shall be construed as a waiver of any of its such rights and remedies, and no waiver by Mortgagee of any such rights and remedies shall be construed as a waiver by Mortgagee of any of its other rights and remedies.

CONTINUAL EFFECTIVENESS

16. No judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

BANKRUPTCY

17. In the event any tenant 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, Owner 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 Mortgagee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Owner and Mortgagee. Owner hereby assigns any such payment to Mortgagee and further covenants and agrees that upon the request of Mortgagee after the occurrence of an Event of Default, it will duly endorse to the order of Mortgagee any such check, the proceeds of which will be

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applied to whatever portion of the indebtedness secured by this Assignment Mortgagee may elect.

AMENDMENT

18. No change, amendment, modification, abridgment, cancellation or discharge hereof or of any part hereof, shall be valid unless consented to in writing by Mortgagee.

INCONSISTENT PROVISIONS

19. This Assignment is given to secure the Note of Trustee to Mortgagee executed simultaneously herewith pursuant to the terms of the Loan Agreement, which Note is also secured by the Mortgage. To the extent that any of the terms, covenants or conditions contained herein are in conflict with or inconsistent with any of the terms, conditions or provisions of the aforesaid Loan Agreement, Note or Mortgage, the provisions of said Loan Agreement, Note and Mortgage shall prevail.

ADDITIONAL INSTRUMENTS

20. Owner shall execute and deliver to Mortgagee such further instruments as Mortgagee may deem necessary to make this Assignment and any further assignment of the rents, income, profits or other moneys due under the Leases effective.

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED 10/12/90 (UNDER TRUST NO.) 28684

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This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the Mortgagee or holder or holders of said Note and by all persons claiming by, through, or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

CONSTRUCTION

24. The sectional readings are inserted merely for convenience and shall not modify the terms of this instrument in any respect.

SUCCESSORS

25. All covenants and agreements herein shall apply to, inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

PROPERTY OF COOK COUNTY

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MADE A PART HEREOF

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25. All covenants and agreements herein shall apply to, inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

SUCCESSORS

24. The sectional headings are inserted merely for convenience and shall not modify the terms of this instrument in any respect.

SECTIONAL HEADINGS

23. Owner acknowledges that the right to trial by jury is a constitutional one, but that it may be waived. Owner, after consulting counsel of its choice (or having had the opportunity to consult with counsel), knowingly, voluntarily and without coercion, waives all rights to a trial by jury of all disputes between Owner and Mortgagee.

WAIVER OF JURY TRIAL

22. Any occurrence of any Event of Default under the Note, Loan Agreement, Mortgage or any other instrument given to evidence or secure the indebtedness secured hereby shall be deemed an act of default by Owner hereunder. Subject to the provisions of Article 20 of the Mortgage, any act of default by Owner under this Assignment shall be deemed an Event of Default under any other instrument evidencing or given to secure the indebtedness secured hereby, entitling Mortgagee to all remedies granted it upon default hereunder.

GROSS DEFAULT

21. This Assignment shall be construed under, and any proceedings for the enforcement of any rights conferred upon Mortgagee hereunder shall be governed by, the laws of the State of Illinois.

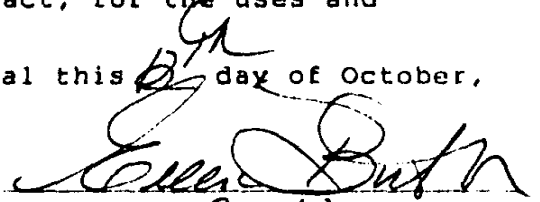
APPLICABLE LAW

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STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH J. FREED and JOYCE FREED, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of October, 1990.



Notary Public, Cook County, Illinois
My Commission Expires: _____

Property of Cook County Clerk's Office

INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

William G. Barris, Esq.
BARRIS, SOTT, DENN & DRIKER
211 West Fort Street
Fifteenth Floor
Detroit, Michigan 48226-3281

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EXHIBIT A

Description of Real Estate

Land situated in the City of Arlington Heights, County of Cook and State of Illinois, being more particularly described as:

Lot 1 of Northgate Shopping Center Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, EXCEPT that part described as follows: Commencing at the Northwest corner of said Lot 1; thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road, South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence South 13 degrees 57 minutes 59 seconds East, a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the Point of Beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the centerline of Rand Road, South 48 degrees 24 minutes 05 seconds East a distance of 387.47 feet; thence South 50 degrees 47 minutes 20 seconds East a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 444.76 feet to the Point of Beginning, all in Cook County, Illinois.

P.I. Nos. 03-17-301-019-0000; 03-17-301-017-0000; 03-17-301-020-0000; 03-17-301-021-0000; and 03-17-301-022-0000.

Street Address:

Northwest corner of Rand & Platine Roads, Arlington Heights

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EXHIBIT B

Schedule of Leases

1. Unrecorded Leases between Owner, as landlord, and Jewel Companies, Inc.; Morrie Mages Sports of Arlington Heights, Inc.; Saxon Paint & Home Care Centers, Inc.; Toys "R" Us, Inc.; Let Them Eat Cake, Inc.; K-V Travel, Ltd. d/b/a Shell Travel; Bart Gastwirth d/b/a Northpoint Podiatry; MD Dental Lab, Inc.; U.S. Shoe Corp. d/b/a Precision Lenscrafters; NBD Arlington Heights Bank; Lynda Dmytro & Elida Garcia d/b/a Northpoint Hair Design; The Musicland Group, Inc., Paul Grundmann & Lorenz Gruber d/b/a Northpoint Barber Shop; Gilbert & Joan Szewczyk d/b/a Gilbert the Tailor; Consumer Surveys Co.; Midwest Nut & Seed Co. d/b/a The Home Economist; AT&T Information Systems, Inc.; Windy City Apparel, Inc. d/b/a Fashionation; Dan Howard Industries, Inc. d/b/a Dan Howard Maternity Outlet; Mobil Oil Corp.; SCD Enterprises, Inc. d/b/a Sweet Briar, as tenants.
2. Lease between Owner, as landlord, and Jewel Companies, Inc., as tenant, dated August 15, 1990.
3. Lease between Owner, as landlord, and Toys "R" Us, Inc., as tenant, dated October 2, 1990.

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