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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of October 1, 1991, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated May 1, 1989, and known as Trust No. 114406 (the "Mortgagor"), GM LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), FCLS/GM INVESTORS GROUP, LTD., an Illinois corporation (the "General Partner"), and ROBERT L. STOVALL, NORMAN O. STAVA, MICHAEL M. MULLEN, STEPHEN L. SCHLADER, DAVID KAHNWEILER, CARL M. MANOFSKY and TIMOTHY J. LUBY (the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

71 97 253 D1  
CSZ LB 16

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, the General Partner, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Commitment Letter dated as of October 1, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;

(ii) Mortgage Note dated October 1, 1989 (the "Note"), from the Mortgagor to the Bank;

(iii) Mortgage and Security Agreement dated as of October 1, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 25, 1989, as Document No. 89505658;

Permanent Index Numbers:

- 25-11-300-006
- 25-11-300-009
- 25-11-300-019
- 25-11-300-030

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

Alvin L. Kruse, Esq.  
Elizabeth P. Strand, Esq.  
Gary A. Maguire, Esq.  
Seyfarth, Shaw, Fairweather  
& Geraldson  
55 East Monroe Street  
Suite 4200  
Chicago, Illinois 60603

91597307

Address of Premises:

900 East 103rd Street  
Chicago, Illinois

BOX 333 - TH

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(iv) Assignment of Rents and Leases dated as of October 1, 1989, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 25, 1989, as Document No. 89505659;

(v) Security Agreement dated as of October 1, 1989, from the Beneficiary to the Bank;

(vi) Irrevocable Right to Approve dated as of October 1, 1989, from the Beneficiary to the Bank;

(vii) Indemnity Agreement dated as of October 1, 1989, from the Beneficiary, the General Partner and the Individual Guarantors to the Bank; and

(viii) Guaranty of Payment and Performance dated as of October 1, 1989 (the "Guaranty"), from the Beneficiary, the General Partner and the Individual Guarantors to the Bank; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; 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 parties acknowledge that the original April 1, 1991, maturity date of the loan evidenced and secured by the Documents (the "Loan") was previously extended to October 1, 1991, pursuant to the option for such extension originally contained in the Documents. The maturity date of the Loan is hereby further extended from October 1, 1991, to December 31, 1991, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "April 1, 1991" is hereby changed to "December 31, 1991" each time it appears in the Documents. The Mortgagor and the Beneficiary shall have no right to extend the maturity date of the Loan beyond December 31, 1991, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the next preceding sentence, the Documents are hereby modified and amended as follows:

(i) The fourth grammatical sentence is hereby deleted from Paragraph 2 of the Commitment;

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(ii) The second grammatical paragraph of the Note is hereby deleted therefrom;

(iii) The phrase "subject to extension for six months as provided therein" is hereby deleted from Section 2.1 of the Mortgage; and

(iv) The phrase "subject to extension for a period of six months as provided therein" is hereby deleted from the second "WHEREAS" clause on page 1 of the Guaranty.

Section 3. Addition of Libor Rate Option. (a) The following new grammatical sentence is hereby inserted into paragraph 2 of the Commitment immediately following the first sentence therein:

The Mortgagor shall have the option from time to time, in the manner provided in the promissory note evidencing the Loan, to convert the interest rate on the Loan from the above-described rate based on the Bank's prime rate to a rate based on the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Bank, calculated as provided in said promissory note.

(b) In order to provide for the option referred to in Section 3(a) above, the Mortgagor shall execute and deliver to the Bank, and the Bank shall accept, an Amended and Restated Mortgage Note in the form attached to this Agreement as Exhibit B, which Amended and Restated Mortgage Note shall supersede and replace the Note effective as of the date of this Agreement. From and after the execution and delivery of the said Amended and Restated Mortgage Note, all references in the Documents to the "Note" shall be deemed to be references to the said Amended and Restated Mortgage Note.

(c) The following new sentence is hereby inserted into Section 2.1 of the Mortgage immediately following the fourth sentence therein:

The Mortgagor has the option from time to time in the manner provided in the Note to convert the interest rate on the Note from a rate based on the Mortgagee's Prime Rate to a rate based on the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Mortgagee, calculated as provided in the Note.

Section 4. Financing Fee. As a condition to the extension of the maturity date of the Loan provided for in Section 2 of this Agreement, at the time of the execution of this Agreement, the Mortgagor and the Beneficiary shall pay to the Bank a nonrefundable extension fee in the amount of \$15,000.

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Section 5. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 6. 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, the General Partner and the Individual Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any 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 7. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, the General Partner and the Individual Guarantors 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 8. Entire Agreement. This Agreement sets forth all of the covenants, promises, 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 9. 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 10. 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.

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Section 11. 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 12. Construction.

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

(b) References to Sections and other subdivisions of this Agreement are to 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 13. 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 14. 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 15. 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 Trust, N.A., 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 Trust, N.A., 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.

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

LASALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, as Trustee  
as aforesaid and not personally

By \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

GM LIMITED PARTNERSHIP

By FCLS/GM Investors Group, Ltd.,  
General Partner

By \_\_\_\_\_  
Title: \_\_\_\_\_

FCLS/GM INVESTORS GROUP, LTD.

By \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Stovall

\_\_\_\_\_  
Norman O. Stava

\_\_\_\_\_  
Michael M. Mullen

\_\_\_\_\_  
Stephen L. Schlader

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\_\_\_\_\_  
David Kahnweiler

\_\_\_\_\_  
Carl M. Manofsky

\_\_\_\_\_  
Timothy J. Luby

THE NORTHERN TRUST COMPANY

By \_\_\_\_\_  
Title:

Property of Cook County Clerk's Office

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David K. ...

*Carl M. Mangelsky*

Carl M. Mangelsky

*Timothy J. Luby*

Timothy J. Luby

THE NORTHERN TRUST COMPANY

By *[Signature]*

Title: *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 07<sup>th</sup> day of August, 1991, by \_\_\_\_\_ and \_\_\_\_\_ respectively, of LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated May 1, 1989, and known as Trust No. 114406, on behalf of said Trustee.

[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November 1991, by Robert E. Storrall, President of FCLS/GM Investors Group, Ltd., an Illinois corporation, general partner of GM Limited Partnership, an Illinois limited partnership, on behalf of the corporation and such limited partnership.

OFFICE OF  
JANIECE R. WATERS  
NOTARY PUBLIC  
COMMISSION EXPIRES 6/23/93

[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November 1991, by Robert E. Storrall, President of FCLS/GM Investors Group, Ltd., an Illinois corporation, on behalf of the corporation.

[Signature]  
Notary Public

MY COMMISSION EXPIRES 6/23/93

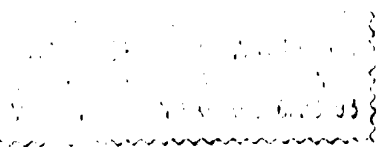
" OFFICIAL SEAL "  
JANIECE R. WATERS  
NOTARY PUBLIC  
COMMISSION EXPIRES 6/23/93

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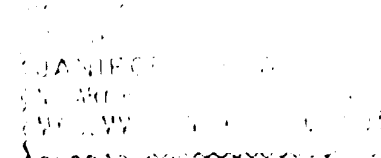
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November, 1991, by Robert L. Stovall.

  
[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November, 1991, by Norman O. Stava.

  
[Signature]  
Notary Public


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November, 1991, by Michael M. Mullen.

  
[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 7 day of November, 1991, by Stephen L. Schlader.

  
[Signature]  
Notary Public

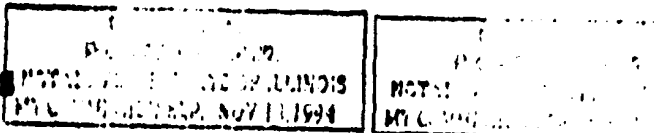
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

The foregoing instrument was acknowledged before me this 9 day of NOVEMBER, 1991, by David Kahnweiler.

[Signature]  
Notary Public

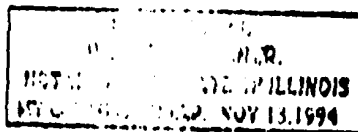
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )



The foregoing instrument was acknowledged before me this 3rd day of OCTOBER, 1991, by Carl M. Manofsky.

[Signature]  
Notary Public

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )



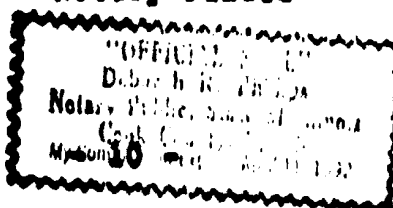
The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 1991, by Timothy J. Luby.

[Signature]  
Notary Public

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

The foregoing instrument was acknowledged before me this 12 day of NOVEMBER, 1991, by NORTHERN TRUST of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

[Signature]  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

The South 925.46 feet of that part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, lying West of the Westerly right of way line of The Pullman Railroad (except therefrom the West 666.93 feet and also except therefrom the South 47 feet) and (except the North 15 feet of the South 925.46 feet of the East 165 feet of the West 1636.43 feet of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

That part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded by the following described line: commencing at a point of 666.93 feet East and 925.46 feet North of the Southwest corner of the Southwest 1/4 of said Section 11, said point being also the Northwest corner of a tract of Land conveyed to The Defense Plant Corporation by Deed dated June 16, 1941 and recorded June 17, 1941 as Document Number 12704008 in Book 36734, Page 248 thereof; Thence North a distance of 100 feet; Thence East along a line parallel to and 100 feet northerly of the North line of the premises conveyed to The Defense Plant Corporation by the Deed recorded as Document Number 12704008 aforesaid a distance of 295 feet to a point; Thence South a distance of 100 feet to the North line of the premises conveyed to The Defense Plant Corporation as aforesaid; Thence West 295 feet to the place of beginning, all in Cook County, Illinois.

#### PARCEL 3:

A Tract of land located in the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, Bounded by A line as follows: commencing at a point of the South line of said Section 666.93 feet East of the Southwest corner of said Section 11, said point being also the point of Intersection of an extension of the West line of a tract of land in said Section conveyed to Defense Plant Corporation, by Deed bearing date of June 16, 1941 and recorded on June 17, 1941 in the office of Recorder of Deeds in Cook County, Illinois as Document Number 12704008 in Book 36734, at Page 248 thereof; Thence North along the said extension of the West line of said Tract so conveyed and continuing along said West line, a distance of 1025.46 feet to a point; Thence West along a line parallel to the South line of said Section, a distance of 50 feet to a point; Thence South along a line parallel to the West line of said Tract so conveyed, a distance of 1025.46 feet to a point on the South line of said Section, which is 616.93 feet East of the Southwest corner of said Section; Thence East along the South line

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of said Section to the place of beginning (except the South 47 feet taken, used or occupied as a public street) all located in the City of Chicago, Cook County, Illinois.

## PARCEL 4:

The North 15 feet of the South 940.46 feet of the East 165 feet of the West 1126.93 feet of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 5:

That part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of a line 925.46 feet North of (at right angle measurement) and parallel with the South line of said Southwest 1/4 with the Westerly right of way line of the Pullman Railroad Company (said Westerly line lying 35 feet Westerly of and parallel with the center line of an existing single track in said right of way); thence "West" in said line 925.46 feet North of said South line for a distance of 70.74 feet to the point of beginning of the tract to be described to wit: thence North 46 degrees 17 minutes 39 seconds East 51.03 feet to a point in the Southwesterly line of a highway right of way (said Southwesterly line being drawn from a point 1470.0 feet South of and 317.0 feet West of the Northeast corner of said Southwest 1/4 as measured on the East line thereof and on a line at right angles thereto) to the point of intersection of a line 30 feet Westerly of and parallel with the Westerly right of way of the Pullman Railroad aforesaid with a line 950.0 feet North of (at right angles measurement) and parallel with the South line of said Southwest 1/4; thence South 45 degrees 20 minutes 21 seconds East in said Southwest right of way line 15.25 feet to said point of intersection 950 feet North and 30 feet Westerly of said railroad; thence South 19 degrees 44 minutes 54 seconds West 26.07 feet to a point in said line 925.46 feet North of and parallel with said South line which is 38.93 feet East of the point of beginning; thence West in said parallel line 38.93 feet to the point of beginning, in Cook County, Illinois.

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## EXHIBIT B

### FORM OF AMENDED AND RESTATED MORTGAGE NOTE

Chicago, Illinois  
October 1, 1989

\$6,000,000

FOR VALUE RECEIVED, the undersigned, LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated May 1, 1989, and known as Trust No. 114406, and not personally (herein called the "Mortgagor"), promises to pay to the order of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein called the "Bank"), the principal sum of SIX MILLION and No/100 Dollars (\$6,000,000) or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid as provided below.

Except as otherwise provided below, interest on this Note shall be at a variable rate of 1-1/4% (except as otherwise provided below) per annum in addition to the Bank's Prime Rate (as defined below) from time to time in effect while this Note is outstanding (the "Prime-Based Rate"). For purposes of this Note, the term "Prime Rate" shall mean the rate of interest per year announced from time to time by the Bank called its prime rate, which rate at any time may not be the lowest rate charged by the Bank. Changes in the rate of interest on this Note resulting from a change in the Prime Rate shall take effect on the date of change in the Prime Rate set forth in each announcement.

The Mortgagor shall have the option (the "LIBOR Rate Option") from time to time to have the interest rate on the entire unpaid principal balance of this Note which would otherwise bear interest at the Prime-Based Rate, or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof, changed from the Prime-Based Rate to a LIBOR-Based Rate (as defined below), all on and subject to the terms and conditions hereinafter provided.

Interest only on this Note shall be payable in arrears on the first day of each month commencing November 1, 1989, and all of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on December 31, 1991. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal. All payments on this Note are to be made to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois, or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be made in lawful

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money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment.

Notwithstanding any other provision of this Note, any installments of principal or interest not paid when due shall bear interest after maturity at the greater of (i) a rate of 3% per annum greater than the Prime-Based Rate provided for above or (ii) in the case of unpaid principal then bearing interest at a LIBOR-Based Rate and any unpaid interest thereon, a rate of 3% per annum greater than such LIBOR-Based Rate.

For the purposes of the LIBOR Rate Option, the following terms shall have the following meanings:

(i) "Adjusted LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) equal to the product arrived at by multiplying the Fixed LIBOR Rate with respect to the applicable Interest Period by a fraction (expressed as a decimal), the numerator of which shall be the number one and the denominator of which shall be the number one minus the aggregate reserve percentages (expressed as a decimal) from time to time established by the Board of Governors of the Federal Reserve System of the United States and any other banking authority to which the Bank is now or hereafter subject, including, but not limited to, any reserve on Eurocurrency Liabilities as defined in Regulation D of the Board of Governors of the Federal Reserve System of the United States at the ratios provided in such Regulation from time to time, it being agreed that while this Note bears interest at a LIBOR-Based Rate it shall be deemed to constitute a Eurocurrency Liability, as defined by such Regulation, and it being further agreed that such Eurocurrency Liabilities shall be deemed to be subject to such reserve requirements without benefit of or credit for prorations, exceptions or offsets that may be available to the Bank from time to time under such Regulation and irrespective of whether the Bank actually maintains all or any portion of such reserve.

(ii) "Business Day" shall mean any day on which the Bank is open for business in Chicago, Illinois, and on which commercial banks in the City of London, England, are open for dealings in dollar deposits in the London Interbank Market.

(iii) "Election Notice" shall mean a written, telex or telephonic (promptly confirmed in writing) notice to the Bank of the Mortgagor's election to exercise the LIBOR Rate Option, which notice shall specify the date on which the Interest Period is to commence and its duration and the amount of outstanding principal of this Note, which would otherwise bear interest during such Interest Period at the

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Prime-Based Rate, to which the LIBOR-Based Rate is to apply (which shall be the entire unpaid principal balance of this Note or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof). Each Election Notice shall be irrevocable.

(iv) "Fixed LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) equal to the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Bank by leading banks in the Eurodollar market at 11:00 A.M., London time, two Business Days prior to the commencement of an Interest Period for dollar deposits in an amount approximately equal to the then outstanding principal balance on this Note, or the portion thereof with respect to which an Election Notice is received by the Bank, and with maturities comparable to the applicable Interest Period.

(v) "Interest Period" shall mean the period commencing on the date so specified in the Mortgagor's Election Notice and ending on a date specified in such notice, which ending date (a) shall be either 30, 60, 90 or 180 days after the commencement of the Interest Period, and (b) shall not extend beyond the maturity date of this Note. No Interest Period shall commence other than on a Business Day. If any Interest Period shall end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which event such Interest Period shall end on the next preceding Business Day.

(vi) "LIBOR-Based Rate" shall mean a rate per annum equal to 3.25% (except as otherwise provided below) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period. The LIBOR-Based Rates and the components thereof shall be calculated on the basis of the actual number of days elapsed over a 360-day year. Each determination of a LIBOR-Based Rate shall be made by the Bank and shall be conclusive and binding upon the Mortgagor absent manifest error.

(vii) "Roll Over Date" shall mean the day immediately following the last day of an Interest Period.

The Mortgagor shall give the Bank an Election Notice of any election to exercise the LIBOR Rate Option not later than 10:00 A.M., Chicago time, on the second Business Day prior to the commencement of an Interest Period. The Bank shall, on the second Business Day prior to the commencement of such Interest Period, determine the LIBOR-Based Rate and inform the Mortgagor of the LIBOR-Based Rate so determined. Such LIBOR-Based Rate shall be

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applicable during the Interest Period specified by the Mortgagor in such Election Notice as to the amount of principal specified therein. The interest rate shall revert from the LIBOR-Based Rate to the Prime-Based Rate as of the Roll Over Date applicable thereto. The Bank shall be under no duty or obligation to notify the Mortgagor that the interest rate is about to revert from a LIBOR-Based Rate to the Prime-Based Rate. The LIBOR Rate Option may be exercised by the Mortgagor only as to principal of this Note which would bear interest at the Prime-Based Rate on the date of commencement of the applicable Interest Period but for the exercise by the Mortgagor of the LIBOR Rate Option. The Mortgagor's right to exercise the LIBOR Rate Option shall be conditioned upon there being no event of default under this Note. In the event, and on each occasion, that on the day one Business Day prior to the commencement of an Interest Period, the Bank shall have determined (which determination shall be conclusive and binding upon the Mortgagor) that dollar deposits in an amount approximately equal to the portion of the principal balance of this Note as to which the LIBOR Rate Option has been exercised, are not generally available at such time in the London Interbank Market, or the rate at which such dollar deposits are being offered will not adequately and fairly reflect the cost to the Bank of making or maintaining a LIBOR-Based Rate or of funding the same in the London Interbank Market during such Interest Period, or reasonable means do not exist for ascertaining a LIBOR-Based Rate, or a LIBOR-Based Rate would be in excess of the maximum interest rate which the Mortgagor may by law pay, the Bank shall so notify the Mortgagor and such portion of the principal balance of this Note shall continue to bear interest at the Prime-Based Rate. If any change in any law or regulation or in the interpretation thereof by any governmental authority charged with the administration or interpretation thereof shall make it unlawful for the Bank to maintain LIBOR-Based Rates with respect to this Note or to fund the same in the London Interbank Market or to give effect to its obligations as contemplated hereby, then any LIBOR-Based Rate then in effect shall be automatically converted to the Prime-Based Rate. Any notice given by the Bank to the Mortgagor pursuant to this paragraph shall, if lawful, be effective on the last day of any existing Interest Period.

If in any instance the Bank shall waive one or more of the conditions or limitations to the exercise by the Mortgagor of the LIBOR Rate Option, such waiver shall apply only to the instance in which given and shall not be construed as a waiver of any such condition or limitation with respect to any subsequent exercise by the Mortgagor of the LIBOR Rate Option.

Any change in the interest rate on this Note from the Prime-Based Rate to a LIBOR-Based Rate shall also be subject to the condition that if and to the extent that this Note bears interest at a LIBOR-Based Rate, it shall be conclusively deemed to have been funded by or on behalf of the Bank from dollar deposits in the London Interbank Market, and adjustments to the LIBOR-Based Rate shall be made, and additional costs shall be assessed to the Mortgagor, as follows:

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(a) The LIBOR-Based Rate shall be increased by the percentage point increase in the annual cost to the Bank of Eurocurrency Liabilities (computed as a percentage of such deposits) resulting from any change in any reserve or special deposit requirements imposed upon the Bank during any Interest Period with respect to Eurocurrency Liabilities, computed as provided in the foregoing definition of the term Adjusted LIBOR Rate; and

(b) In addition to interest and other costs required to be paid by the Mortgagor hereunder, the Mortgagor shall pay or reimburse the Bank, upon written demand, for any loss, including loss of anticipated profits reasonably calculated (assuming that this Note and such deposits would otherwise have remained outstanding for the entire applicable Interest Period), and/or expense reasonably incurred by reason of the reinvestment or reemployment of any principal of this Note, as a result of (i) a voluntary prepayment of such principal during an Interest Period in accordance with the terms hereof, or (ii) an acceleration and mandatory repayment of such principal during an Interest Period by reason of default in the payment of principal or interest when due in accordance with the terms of this Note or by reason of any default under the terms of any of the Loan Documents (as hereinafter defined).

Any amount or amounts payable by the Mortgagor to the Bank pursuant to subparagraph (a) or (b) above shall be paid by the Mortgagor to the Bank within 10 days of receipt from the Bank of a statement setting forth the amount or amounts due and the basis for the determination from time to time of such amount or amounts, which statement shall be conclusive and binding upon the Mortgagor absent manifest error. Failure on the part of the Bank to demand compensation for any increased costs in any Interest Period shall not constitute a waiver of the Bank's right to demand compensation for any increased costs incurred during any such Interest Period or in any other subsequent or prior Interest Period.

This Note evidences a loan being made by the Bank to the Mortgagor, for the benefit of GM Limited Partnership, an Illinois limited partnership (the "Beneficiary"), for the purpose of providing mortgage financing for the acquisition and renovation of, and operating and interest expenses relating to, a 480,000 square foot industrial building located on 36 acres of land, commonly known as 900 East 103rd Street, in the City of Chicago, Cook County, Illinois (the "Premises"). The payment of this Note is secured by the following instruments, each of even date herewith: (i) a Commitment Letter from the Bank to the Mortgagor and the Beneficiary; (ii) a Mortgage and Security Agreement from the Mortgagor to the Bank on the Premises; (iii) an Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank; (iv) a Security Agreement from the Beneficiary to the Bank; (v) an Irrevocable Right to Approve from the Beneficiary to the Bank; (vi)

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an Indemnity Agreement from the Beneficiary, FCLS/GM Investors Group, Ltd., an Illinois corporation (the "General Partner"), the general partner of the Beneficiary, and Robert L. Stovall, Norman O. Stava, Michael M. Mullen, Stephen L. Schlader, David Kahnweiler, Carl M. Manofsky and Timothy J. Luby (the "Limited Partners"), each of whom is a limited partner of the Beneficiary and a shareholder of the General Partner, to the Bank; and (vii) a Guaranty of Payment and Performance from the Beneficiary, the General Partner and the Limited Partners, to the Bank. This Note and the other instruments described in (i) through (vii) above are hereinafter referred to as the "Loan Documents".

It is agreed that at the election of the holder or holders hereof, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case of any event of default under the terms of any of the Loan Documents.

The aforesaid Mortgage and Security Agreement provides that (i) except for Permitted Encumbrances, as defined therein, and liens, charges and encumbrances being contested as provided therein, in the event that the Mortgagor shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises, or (ii) in the event of the creation of any lien or security interest upon the beneficial interest under the Trust Agreement by which the Mortgagor was created, or (iii) in the event the Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event that the Beneficiary shall sell, transfer, convey or assign the beneficial interest under the Trust Agreement by which the Mortgagor was created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or the Mortgagor or the Beneficiary shall contract to do any of the foregoing described in this clause (iii); then in each such case the Bank, at its option, shall have the unqualified right to accelerate the maturity of this Note causing the full principal balance and accrued interest on this Note to become immediately due and payable without notice to the Mortgagor.

It is agreed by the Mortgagor that the proceeds of this Note will be used for the purposes specified in subparagraph (c) contained in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes (1987), and that the indebtedness evidenced by this Note constitutes a "business loan" within the meaning of that Paragraph.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of any attorney at law to enforce any of the rights or agreements

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contained herein or in any of the other Loan Documents or any other instruments given as security for or related to the indebtedness evidenced hereby, the Mortgagor shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees, in addition to all principal, interest and other amounts payable hereunder; and all such amounts shall be and be deemed to be secured by the Loan Documents.

The Mortgagor hereby waives demand, presentment for payment, notice of dishonor and protest and does hereby waive notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Any such extension or release may be made at any time and from time to time without giving notice to the Mortgagor and without discharging any liability of the Mortgagor. The Mortgagor hereby waives any and all notice of whatever kind or nature and waives the exhaustion of legal remedies hereon.

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each and every provision hereof.

It is hereby certified, recited and declared that this Note has been issued by the Mortgagor to obtain mortgage financing for the Premises and that all acts, conditions and things required to exist, happen or be performed, precedent to and in the execution and delivery of this Note and the other Loan Documents have happened and have been performed in due time, form and manner as required by law.

This Note supersedes and replaces the Mortgage Note dated October 1, 1989, in the principal amount of \$6,000,000 from the Mortgagor to the Bank.

This Note is executed by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. No personal liability is assumed by nor shall at any time be asserted or be enforceable against LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, because or in respect of this Note or the making, issue or transfer thereof, all such personal liability, if any, being expressly waived and released by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability of any guarantor hereof or of any person under or by virtue of any guaranty of this Note or any of the Loan Documents, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the

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undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage and Security Agreement or the proceeds arising from the sale or other disposition thereof.

LASALLE NATIONAL TRUST, N.A., Successor  
Trustee to LaSalle National Bank, solely as  
Trustee as aforesaid and not personally

By \_\_\_\_\_  
Title:

(SEAL)

Attest:

\_\_\_\_\_  
Title:

Property of Cook County Clerk's Office

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