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TRUST DEED

Space above for Recorder's Use Only

THIS INDENTURE, made NOVEMBER 6, 1991, between LINCOLN TECHNICAL INSTITUTE, INC., a corporation organized under the laws of the State of New Jersey, herein referred to as "Mortgagor," and FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, a national banking association formed under the laws of the United States of America, having an office at 550 Broad Street, Newark, New Jersey 07102, herein referred to as Trustee, witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of Eleven Million Two Hundred Thousand Dollars (\$11,200,000.00) evidenced by one certain Installment Note (the "Note") of the Mortgagor of even date herewith, made payable (i) to Bearer, or (ii) to the order of FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum together with interest thereon as provided in said Note, until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on September 30, 1999; provided that the principal of each installment unless paid when due shall bear interest at TWO PERCENT (2.00%) above the interest rate from time to time applicable under the Note for payments which are not delinquent, and all of said principal and interest being made payable at First Fidelity Bank, National Association, New Jersey, in Newark, New Jersey.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and any advances made by the holder of this Note (including, but not limited to, advances under the "Uncommitted Line", as that term is defined in that certain Loan Agreement [the "Loan Agreement"] between Mortgagor and Trustee of even date herewith), and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of Mortgagor's estate, right, title and interest herein, situated, lying and being in the Village of Oak Lawn, County of Cook, and State of Illinois, to wit:

THE EAST 1/2 (EXCEPT THE WEST 166 FEET THEREOF) OF LOT 1 IN ADMINISTRATOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 183 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR THE WIDENING OF SOUTH CICERO AVENUE, IN COOK COUNTY, ILLINOIS, AND THE DEDICATED CUL DE SAC.

ADDRESS OF THE PROPERTY: 8920 SOUTH CICERO AVENUE, OAK LAWN, ILLINOIS

P.I.N.: 24-04-207-023

which, with the property hereinafter described is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether

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First Fidelity Bank, National Association, New Jersey

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physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or the Mortgagor's successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor covenants and agrees that no building or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or hereafter on said premises be substantially remodeled or repaired without the consent in writing of the Trustee, or the holder and owner of the Note secured hereby, and any lien in favor of any person furnishing labor or material in and about said premises shall be and is hereby expressly made subject and subordinate to the lien of this trust deed.

3. Mortgagor shall pay before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts, therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. Mortgagor represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the premises and will cause each tenant to occupy its demised portion of the premises in compliance with, all federal, state and local laws, rules, regulations and ordinance regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). Mortgagor further covenants and agrees that it shall not install or permit to be installed in the premises asbestos or any substance containing asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Mortgagor shall remove from the premises and dispose of any such hazardous or toxic substances or other material in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinance and shall take any and

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all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulations and ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagor, the holder or holders of the Note and/or any third party with respect to hazardous or toxic materials. Mortgagor shall send to Trustee within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to the Trustee and the holder or holders of the Note (at Mortgagor's sole cost), and hold Trustee and the holder or holders of the Note harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys' fees and costs incurred by the Trustee and/or the holder or holders of the Note) arising out of any claimed violation by Mortgagor of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the indebtedness represented by the Note.

6. In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including

attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

7. The Trustee or the holders of the Note hereby secured making any payments hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim, thereof.

8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagor herein contained.

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustees or holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurance with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to

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which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, Mortgagor's heirs, legal representatives or assigns, as their rights may appear.

11. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suite and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The undersigned, in addition to all waivers herein contained does hereby waive the homestead exemption granted to the undersigned under the provisions of Section 522 (d) (1) of the Federal Bankruptcy Code as amended from time to time, and any other provision under Federal or State law to the extent so permitted.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

13. Trustee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

15. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Note herein described any Note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which confirms in substance with the description herein contained of the Note and which purports to be executed by the persons herein

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designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as makers thereof.

16. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust, any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled reasonable compensation for all acts performed hereunder.

17. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

18. It is the intent of the parties hereof to secure the payment of the Note herein described, whether the entire amount shall have been advanced to the Mortgagor, or to the Mortgagor's successors in title, at the date hereof, or at a later date; or, having been advanced to the Mortgagor, or to the Mortgagor's successors in title, shall have been repaid in part and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a Note or agreement executed by the Mortgagor, or the Mortgagor's successors in title.

19. If (i) all or any part of the Property or an interest therein is sold or transferred by Mortgagor, or (ii) any such sale or transfer is accepted or consented to by Mortgagor, in either case without the prior written consent of the Trustee or holders of the Note, Trustee or holders of the Note may, at their option, declare all the sums secured by this Trust Deed to be immediately due and payable. Trustee or holders of the Note shall have waived such option to accelerate if, prior to the sale or transfer, Trustee or holders of the Note and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Trustee or holders of the Note and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Trustee or holders of the Note shall request. If Trustee or holders of the Note have waived the option to accelerate provided in this paragraph 18, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Trustee or holders of the Note, Trustee or holders of the Note shall release Mortgagor from all obligations under this Trust Deed and the Note.

If Trustee or holders of the Note exercise such option to accelerate, Trustee or holders of the Note shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Trustee or holders of the Note may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 8. hereof.

20. Notwithstanding any provision contained to the contrary elsewhere in this instrument, the occurrence of a default in the performance of any covenant or agreement of Mortgagor under any other instruments given as additional security in connection with the Loan Agreement (including, but not limited to:

- (i) that certain Security and Pledge Agreement [the "Security Agreement"] of even date herewith executed by Mortgagor,

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- (ii) instruments executed by Mortgagor pursuant to the Security Agreement, and
- (iii) those Mortgages and/or Trust Deeds executed by Mortgagor,

all in accordance with the Loan Agreement) shall constitute a default under this trust deed, and the holders of the Note or the Trustee shall have available to them all the rights and remedies set forth under this trust deed, including, but not limited to, declaring that the entire indebtedness secured hereby has become immediately due and payable.

21. Each notice, request, demand, approval or other communication which may be or is required to be given under this Trust Deed shall be in writing and shall be deemed to have been properly given when delivered personally at the address last designated hereunder for the intended party during normal business hours at such address, or when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to Mortgagor as follows:

Lincoln Technical Institute, Inc.
200 Executive Drive
West Orange, New Jersey 07052
Attn: Pasquale Santangelo, President

Copy to:

Carpenter, Bennett & Morrissey
Three Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attn: Laurence Reich, Esq.

- (b) If to Trustee, as follows:

FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY
550 Broad Street
Newark, New Jersey 07102
Attn: Robert H. Doherty, Vice President

Copy to:

McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102-4096
Attn: Todd Poland, Esq.

Alternatively, in either of the foregoing cases notices shall be given to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party aforesaid, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

Each said notice, request, demand, approval or other communication which is sent by mail in accordance with this paragraph shall be deemed given as of the date of deposit thereof for mailing in a duly constituted United

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States Post Office or branch thereof located in the same state as is shown in the address to which directed or on the third day after such deposit in any other case. Where the term "Mortgagor" is used for convenience in this instrument to refer to or describe, both collectively and individually, two or more individual parties, then all of the undersigned agree that any notice, request, demand, approval or other communication given pursuant to the terms of this paragraph to the mortgagor whose name and address is set forth above (or mortgagors if more than one is set forth), shall be effectively and simultaneously given to all of the parties who are referred to or described by the term "Mortgagor". Whenever required by the context throughout this instrument, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

Witness the hand and seal of Mortgagor the day and year first above written.

LINCOLN TECHNICAL INSTITUTE, INC., a New Jersey Corporation

By: *Pasquale Santaurile* *Robert B. Kline*
Pasquale Santaurile, President (Assistant) Secretary

ATTEST:

Identification No. _____

FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, Trustee

By: *Robert H. Whitney*
(Vice) President

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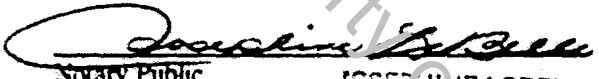
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STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

I, the undersigned, a Notary Public in and for and residing in said County and State aforesaid, DO HEREBY CERTIFY THAT the above named President and (Assistant) Secretary of Lincoln Technical Institute, Inc., a New Jersey corporation (the "Corporation"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and (Assistant) Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth; and the said (Assistant) Secretary, as custodian of the corporate seal of the Corporation, caused the corporate seal of the Corporation to be affixed to said instrument as said (Assistant) Secretary's own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal November 6, 1991.



Notary Public

JOSEPH M. LOBELLO
NOTARY PUBLIC, NEW JERSEY

Commission expires: November 17, 1992

THIS INSTRUMENT WAS PREPARED BY:

William H. Pokorny, Jr.
Pokorny Martin & Associates, Ltd.
100 West Plainfield Road
Suite 205
La Grange, Illinois 60525-2860

MAIL TO

Mark J. Warshauer
McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102-4096



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ASSIGNMENT OF RENTS

NEWARK, NEW JERSEY

NOVEMBER 6, 1991

KNOW ALL MEN BY THESE PRESENTS, THAT LINCOLN TECHNICAL INSTITUTE, INC., a corporation organized under the laws of the State of New Jersey, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, a national banking association formed under the laws of the United States of America, having an office at 550 Broad Street, Newark, New Jersey 07102, its successors and assigns (hereinafter called the Second Party), all the rents, earnings, issues and profits of and from the real estate and premises hereinafter described which are now and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Cook and State of Illinois, and described as follows, to-wit:

THE EAST ½ (EXCEPT THE WEST 166 FEET THEREOF) OF LOT 1 IN ADMINISTRATOR'S DIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 123 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR THE WIDENING OF SOUTH CICERO AVENUE, IN COOK COUNTY, ILLINOIS, AND THE DEDICATED CUL DE SAC.

ADDRESS OF THE PROPERTY: 8920 SOUTH CICERO AVENUE, OAK LAWN, ILLINOIS

P.I.N.: 24-04-207-023

This instrument is given to secure payment of the principal sum of Eleven Million Two Hundred Thousand Dollars (\$11,200,000.00) and interest upon a certain loan evidenced by a Note (the "Note") secured by Trust Deed (the "Trust Deed") to FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY as Trustee dated NOVEMBER 6, 1991 and recorded in the Recorder's Office and/or registered in the Registrar's Office of the above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued under said Trust Deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Trust Deed above described, the First Party will, whether before or after the Note or notes secured by said Trust Deed is or are declared to be immediately due in accordance with the terms of said Trust Deed, or whether before or after the

Assignment of Rents from Lincoln Technical Institute, Inc.
To First Fidelity Bank, National Association, New Jersey
November 6, 1991
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institution of any legal proceedings to foreclose the lien of said Trust Deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage, control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and or such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and other proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the Note or notes secured by said Trust Deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said Note or notes; (3) To the payment of the principal of said Note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said Trust Deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinabove referred to in (1), (2), (3), and (4), to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit. If any part of this agreement should be declared invalid

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or unexercisable for any cause or not recognized by any person or organization dealing the Second Party, its agents or attorneys, successors or assigns, the remaining portions of this agreement shall nevertheless continue in full force and effect.

Notwithstanding any provision contained to the contrary elsewhere in this instrument, the occurrence of a default in the performance of any covenant or agreement of First Party under any other instruments given as additional security in connection with that certain Loan Agreement (the "Loan Agreement") between First Party and Second Party of even date herewith (including, but not limited to:

- (i) that certain Security and Pledge Agreement [the "Security Agreement"] of even date herewith executed by First Party,
- (ii) instruments executed by First Party pursuant to the Security Agreement, and
- (iii) those Mortgages and/or Trust Deeds executed by First Party,

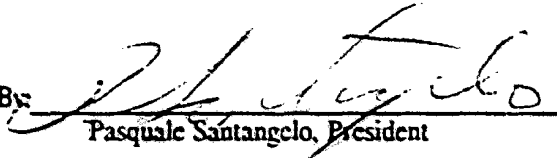
all in accordance with the Loan Agreement) shall constitute a default under this instrument and under the Trust Deed, and the Second Party shall have available to it all the rights and remedies set forth under this instrument, including, but not limited to, declaring that the entire indebtedness secured by the Trust Deed has become immediately due and payable.

The payment of the Note and release of the Trust Deed securing said Note shall ipso facto operate as a release of this instrument.

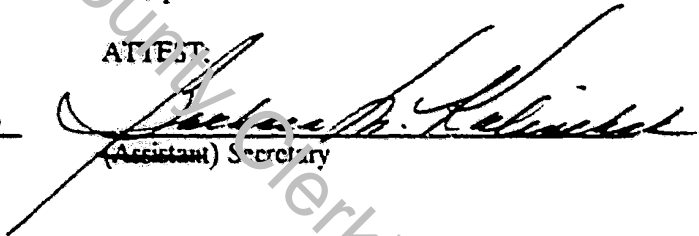
IN WITNESS WHEREOF, Lincoln Technical Institute, Inc., a New Jersey Corporation, has executed this instrument as of the day and year first above written.

LINCOLN TECHNICAL INSTITUTE, INC., a New Jersey Corporation

By:


Pasquale Santangelo, President

ATTEST:


(Assistant) Secretary

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STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

I, the undersigned, a Notary Public in and for and residing in said County and State aforesaid, DO HEREBY CERTIFY THAT the above named President and (Assistant) Secretary of Lincoln Technical Institute, Inc., a New Jersey corporation (the "Corporation"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and (Assistant) Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth; and the said (Assistant) Secretary, as custodian of the corporate seal of the Corporation, caused the corporate seal of the Corporation to be affixed to said instrument as said (Assistant) Secretary's own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal November 6, 1991.


Notary Public

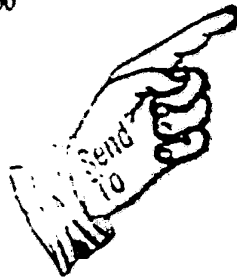
Commission expires: JOSEPH M. LOBBELLO
NOTARY PUBLIC
NEW JERSEY
By Commission Expires NOVEMBER 17, 1992

THIS INSTRUMENT WAS PREPARED BY:

William H. Pokorny, Jr.
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MAIL TO

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