

722-6422 DZ 10F2

FIRST MODIFICATION AGREEMENT

This First Modification Agreement (this "Agreement") is dated November 27, 1991 and is by and among SMA Life Assurance Company, a Delaware corporation ("Lender"), Learsi-Waukegan Limited Partnership, an Illinois limited partnership ("Beneficiary") and Chicago Title and Trust Company, as Trustee under a Trust Agreement dated March 3, 1988 and known as Trust No. 1090516 ("Mortgagor", Mortgagor and Beneficiary are sometimes referred to herein collectively as "Borrower").

Mortgagor has executed and delivered to Lender a certain Note dated October 10, 1989 in the original principal amount of \$3,300,000.00 (the "Original Note"). The Note evidences Mortgagor's obligations to repay a loan made by Lender in the principal amount of \$3,300,000.00 (the "Loan"). Mortgagor has executed a certain Amended and Restated Note of even date herewith (the "Note"), which such Note has amended and superseded the Original Note and the terms of the Loan as of the Effective Date (hereinafter defined). A copy of the Note is attached hereto as Exhibit A and the terms of the Note are incorporated herein by this reference. The Loan is secured by a certain Mortgage and Security Agreement dated October 10, 1989 encumbering certain real property which is legally described on Exhibit B attached hereto (the "Mortgaged Property") and made a part hereof, which was executed and delivered by Mortgagor, and which was recorded with the Recorder of Deeds for Cook County, Illinois as Document No. 89532908 (the "Mortgage") and by other documents and instruments (the Note, the Mortgage and such other documents and instruments are collectively the "Loan Instruments").

Lender and Borrower, in connection with the execution and delivery of the Note, desire to amend certain of the Loan Instruments and to provide for certain other terms and conditions governing the Loan and agree as follows:

1. The Loan Instruments (other than the Note), including the term "Borrower's Liabilities" as defined therein, are hereby amended to reflect that, as of the Effective Date (defined herein), the Original Note has been amended and superseded by the Note and that as of the Effective Date the new principal balance of the Loan is \$3,497,697.98 which bears interest, including Additional Interest (as defined in the Note), as provided for in the Note. Effective as of the Effective Date, all references in any of the Loan Instruments to the "Note" shall be deemed to be references to the Amended and Restated Note.

2. Borrower shall cause a portion of the proceeds of the Loan in the amount of \$126,000.00 to be disbursed by Lender to Capital Realty Services, Inc. ("Escrow Agent") to be held in an

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account (the "Escrow Account") with, and to be released by, such Escrow Agent, as agent for Lender, strictly in accordance with the terms and conditions set forth in certain Escrow Instructions between Borrower, Lender and Escrow Agent in the form of Exhibit C attached hereto and made a part hereof (the "Escrow Instructions").

3. Borrower shall cause to be deposited in the Escrow Account, on or before the date hereof, the sum of \$125,000.00 (the "Initial Deposit") in cash in the manner provided below. In lieu of cash deposits, Borrower may submit paid receipts together with lien waivers where applicable, such receipts and waivers to be in form and substance satisfactory to Lender, for expenses incurred by Borrower in connection with tenant improvements completed at the Mortgaged Property and leasing commissions in connection with leases executed between Beneficiary and The Prudential Insurance Company of America or Worldwide Insurance Network, Inc. Borrower shall receive credit in the full amount of such paid receipts against the amount of Initial Deposit payable hereunder. Lender acknowledges that \$25,000.00 of the Initial Deposit has been received. Borrower shall make further deposits into the Escrow Account as follows: on the first day of every calendar month from and after January 1, 1993 through and including December 1, 1993, the sum of \$1,000.00; and on the first day of every calendar month from and after January 1, 1994 until and including November 1, 1995, the sum of \$1,667.00. The Initial Deposit together with all other cash deposits made by Borrower pursuant to this Paragraph 3 are collectively referred to herein as the "Cash Reserve." The Cash Reserve is to be used by Borrower strictly in accordance with the terms of the Escrow Instructions for the payment of certain costs incurred in connection with leasing portions of the Mortgaged Property and for the construction of approved capital improvements to the Mortgaged Property.

4. Beneficiary represents and warrants and Mortgagor represents that the information set forth on the rent roll which is attached hereto as Exhibit D is true, correct and complete as of the date hereof.

5. Any of the following occurrences shall constitute an "Event of Default" as such term is defined in the Mortgage: (a) the failure of Borrower to deposit funds into the Escrow Account within five (5) days of the date when due; (b) any other failure of Borrower to comply with any other covenant, condition or agreement contained herein or in the Escrow Instructions governing the Escrow Account, which failure shall continue for thirty (30) days after delivery of written notice of such failure to Borrower by Lender; or (c) the material untruth of any warranty or representation made by Borrower herein or in the Escrow Agreement.

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6. In accordance with the provisions of Paragraph 1.04.3 of the Mortgage, on the first day of each calendar month beginning on November 1, 1991, Mortgagor shall cause to be deposited with Escrow Agent, the sum of \$14,583.00 which will be held by Escrow Agent as an escrow for the payment of real estate taxes. The foregoing shall not be construed as a limitation on the rights of Lender to require tax escrow deposits in greater amounts, or as a restriction on Mortgagor's ability to request that deposits be made in a lesser amount, if such requirements or requests are consistent with the provisions of Paragraph 1.04.3 of the Mortgage. Borrower acknowledges that it has heretofore failed to make certain deposits required by the provisions of Paragraph 1.04.3 of the Mortgage and, for the purpose of curing such failure, directs that a portion of the proceeds of the Loan in the amount of \$51,000.00 be deposited with Escrow Agent, as escrowee for the payment of real estate taxes, and Lender consents to the foregoing direction and accepts the cure.

7. Borrower acknowledges that pursuant to the terms of the Loan Instruments, Borrower is further indebted to Lender in the amount of \$22,585.00 which is the amount of accumulated late charges as of the date hereof. Lender agrees that the foregoing amount of late charges will be deemed waived and forgiven as of the Effective Date, however such waiver shall not be deemed to limit any other right or remedy of Lender, including without limitation the right to impose late charges after October 1, 1991 other than those specified in this paragraph 7.

8. Borrower and Lender intend for the agreements set forth herein to modify and amend the Loan Instruments, other than the Note, which amendments shall be effective as of the date (the "Effective Date") when this Agreement has been duly recorded in the land records of Cook County, Illinois. Except as amended hereby, each of the Loan Instruments shall remain unaltered and in full force and effect and Beneficiary and Mortgagor each reaffirm their obligations thereunder. Except as otherwise expressly set forth herein, Beneficiary represents and warrants and Mortgagor represents that no event or circumstance has occurred which would cause the occurrence of, or constitute, an Event of Default under the Mortgage.

9. This Agreement is executed by Chicago Title and Trust Company, not in its individual capacity, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that nothing contained herein or in the Loan Instruments shall be construed as creating any liability on Chicago Title and Trust Company, in its individual capacity to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or

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implied herein contained, all such liability in its individual capacity, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder. So far as Mortgagor and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed and any rent or proceeds therefrom for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of said indebtedness, by action against Beneficiary arising out of a breach of one or more of the other Loan Instruments to which Beneficiary is a party or by the exercise of any remedy available under any of the other Loan Instruments.

10. Except as may be provided in any other agreement executed and delivered by Beneficiary or partners of Beneficiary (including without limitation that certain Indemnity Agreement dated October 10, 1989), no general or limited partner of Beneficiary shall be held to have any personal liability, nor shall resort be had to the separate property of Beneficiary or such partners (other than their interest in Beneficiary), for satisfaction of any obligation or claim arising out of this Agreement, it being agreed that the liability of Beneficiary or the partners of Beneficiary shall be limited only to their respective interests in the Mortgaged Property and that only the Mortgaged Property shall be subject to levy or execution on account of any liability of Beneficiary arising hereunder.

11. This instrument is executed by Chicago Title and Trust Company, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title and Trust Company are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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

MORTGAGOR:

CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated March 3, 1988 and known as Trust No. 1090516

By *Steven F. Schel*
Its TRUSTEE

BENEFICIARY:

LEARSI-WAUKEGAN LIMITED PARTNERSHIP,
an Illinois limited partnership

By *David Gray*
Its _____

LENDER:

SMA LIFE ASSURANCE COMPANY, a Delaware corporation

By *Annita E. Breen* JR
Its ASSISTANT TREASURER

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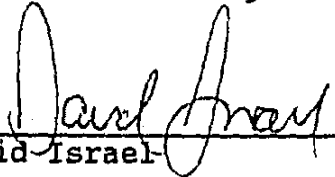
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The undersigned, as an Indemnitor under that certain Indemnity Agreement dated October 10, 1989 in favor of SMA Life Assurance Company, hereby acknowledges receipt of the foregoing First Modification Agreement and the amendments to the terms of the Loan, consents thereto and reaffirms his obligations under said Indemnity Agreement.



David Israel

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Michael B. Manuel
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603

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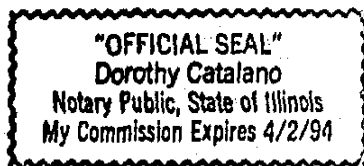
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ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

I, DOROTHY CATALANO, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT KAREN MICHEL of Chicago Title and Trust Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of Dec., 1991.



Dorothy Catalano
Notary Public

My Commission Expires:

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Cook County Clerk's Office
111 North LaSalle Street
Chicago, Illinois 60602

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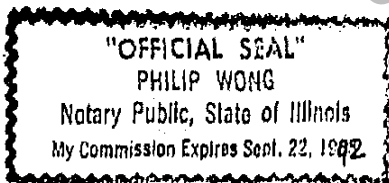
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Philip Wong, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David Israel of Lears-Waukegan Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1991.



Philip Wong
Notary Public

My Commission Expires:

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ACKNOWLEDGMENT

COMMONWEALTH
STATE OF MASSACHUSETTS
) SS
COUNTY OF WORCESTER

I, Jane Greenlees, a Notary Public in and for
and residing in said County and State, DO HEREBY CERTIFY THAT
Joseph E. Breen of SMA Life Assurance Company, a Delaware
corporation, personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that he signed and delivered
said instrument as his own free and voluntary act and as the free
and voluntary act of said corporation for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 3rd day of
December, 1991.

Jane Greenlees
Notary Public

My Commission Expires:
July 18, 1997

JANE GREENLEES
My Commission Expires July 18, 1997

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Philip Wong, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David Israel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1991.



Philip Wong
Notary Public

My Commission Expires:

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Exhibit A

Amended and Restated Note

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AMENDED AND RESTATED NOTE

THIS AMENDED AND RESTATED NOTE (this "Note") is dated as of November 27, 1991, is made and executed in Chicago, Illinois by Chicago Title and Trust Company, not in its individual capacity but solely as Trustee under a Trust Agreement dated March 3, 1988 and known as Trust No. 1090516 ("Mortgagor"), is in the original principal amount of \$3,497,697.98 which bears interest as provided herein, and is payable to the order of SMA Life Assurance Company, a Delaware corporation ("Lender").

Lender has previously made a loan to Mortgagor and to Lears-Waukegan Limited Partnership ("Beneficiary") which was in the original principal amount of \$3,300,000.00, which principal amount is being increased as provided herein (the "Loan"). Mortgagor's obligation to repay the principal amount of the Loan, together with interest and other charges is evidenced by a certain Note dated as of October 10, 1989 executed by Mortgagor in favor of Lender (the "Original Note").

The payment of the Original Note is secured by (a) a Mortgage and Security Agreement dated October 10, 1989 (the "Mortgage") executed by Mortgagor encumbering certain real property located in Cook County, Illinois, as more fully described therein (the "Mortgaged Property") and which was recorded with the Cook County Recorder of Deeds on November 8, 1989 as Document No. 89532908; (b) an Assignment of Leases and Rents encumbering the Mortgaged Property which was recorded with the Cook County Recorder of Deeds on November 8, 1989 as Document No. 89532909; and (c) a Security Agreement relating to personal property on the Mortgaged Property and other property. This Note, together with the Mortgage, any and all assignments of leases and rents, security agreements, guaranties, indemnities, letters of credit and any other documents and instruments now, heretofore or hereafter executed and delivered in connection with the Loan, including without limitation those certain Escrow Instructions between Mortgagor, Beneficiary, Lender and Capital Realty Services, Inc. of even date herewith, and any and all amendments, modifications, renewals, extensions and replacements hereof and thereof, are hereafter collectively the "Loan Instruments." The terms of the Loan Instruments are hereby incorporated in this Note by this reference. The Loan Instruments have been amended and modified by a certain First Modification Agreement dated of even date herewith (the "Modification").

As of June 1, 1991 the outstanding principal balance of the Loan was \$3,268,088.38. Mortgagor has failed to make scheduled payments of principal and interest due and payable from July 1, 1991 through and including October 1, 1991, and the amount of accrued and unpaid interest as of October 1, 1991, is \$103,609.60. Pursuant to terms and conditions set forth in the Modification, Lender has agreed to lend to Mortgagor as part of the Loan

additional funds in an amount up to \$126,000.00 (the "Additional Loan Amount"). Lender has also agreed that the accrued but unpaid interest on the principal amount of the Loan, in the amount of \$103,609.60, shall be added to the principal balance of the Loan.

The outstanding principal balance of the Loan, the interest payable hereunder, including additional interest, and all other fees, charges, costs and expenses payable by Mortgagor hereunder and under the Loan Instruments are collectively "Borrower's Liabilities."

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PAYMENT TERMS

1.1 **The Promise to Pay.** This Note represents the obligation of Mortgagor to pay to the order of Lender, the principal amount of \$3,497,697.98 (the "New Loan Amount"), representing the outstanding principal balance of the Loan as of June 1, 1991, plus accrued but unpaid interest on the Loan accruing from and after June 1, 1991 through and including September 30, 1991, plus the principal amount of the Additional Loan Amount, together with interest on the principal balance of the New Loan Amount outstanding from time to time at a rate per annum equal to nine and four-tenths percent (9.4%) (the "Interest Rate") in the following manner:

(a) Commencing on November 1, 1991, and on the first day of each calendar month occurring thereafter until and including December 1, 1992, an installment of interest only accrued at the Interest Rate on the principal balance outstanding from time to time in an amount equal to \$27,398.63;

(b) Commencing on January 1, 1993, and on the first day of each calendar month occurring thereafter until the principal amount hereof is paid in full, an amount equal to \$32,962.74; and

(c) On November 8, 1996 or such earlier date that the obligations evidenced hereby become due and payable (the "Maturity Date"), the entire outstanding principal balance of the Loan and all accrued but unpaid interest thereon, including the Additional Interest as computed in accordance with the provisions of Paragraph 1.2 hereof and together with all fees and charges payable under the Loan Instruments.

All payments shall be applied first to any fees and charges payable under the Loan Instruments, then to accrued interest and then to principal in such order and manner as Lender may elect. Interest shall accrue at the Interest Rate on the outstanding principal

balance hereof and shall be computed on the basis of a three hundred sixty (360) day year and charged for the actual number of days elapsed.

1.2 Additional Interest.

(a) In addition to the interest payable at the Interest Rate in accordance with the provisions of Paragraph 1.1 hereof, Mortgagor shall pay additional interest (the "Additional Interest") to Lender upon the occurrence of a Voluntary Transfer, an Involuntary Transfer or a Maturity Event (each as hereinafter defined) in an amount equal to the greater of (A) \$200,000.00 or (B) an amount determined by Lender in accordance with the applicable formula as follows:

(i) Upon any sale, conveyance or other transfer of or agreement to sell, convey or otherwise transfer (other than a transfer occurring solely as a result of the death of any natural person) all or any part of the Mortgaged Property or any interest therein or in Mortgagor, including without limitation, the beneficial interest in Mortgagor, a majority or direct or indirect controlling interest in Beneficiary (whether by assignment of the interest of the general partner of Beneficiary or otherwise) or fee or leasehold title to the Land (as defined in the Mortgage) to a bona fide third party (any of the foregoing events being referred to as a "Voluntary Transfer"), Mortgagor shall pay an amount equal to twenty-five percent (25%) of the balance of the Fair Market Value (hereinafter defined) of the property or interest sold, conveyed, or otherwise transferred, in respect of such Voluntary Transfer after deducting from the Fair Market Value Mortgagor's reasonable costs of completing such Voluntary Transfer, which costs shall not exceed seven percent (7%) of the total consideration in respect of such Voluntary Transfer and after deducting from the Fair Market Value an amount equal to the principal balance of the Loan which would be outstanding as of the date of the Voluntary Transfer had Mortgagor made all scheduled payments in accordance with the terms of this Note, including without limitation, any required prepayments, other than Additional Interest and after deducting from the Fair Market Value the amount of "Added Value" (defined below).

(ii) Upon any sale, conveyance or other transfer of all or any part of the Mortgaged Property or any interest therein or in Mortgagor, including without limitation, the beneficial interest in Mortgagor, a majority or direct or indirect controlling interest in Beneficiary (whether by assignment of the interest of the general partner of Beneficiary or otherwise) or fee or leasehold title to the Land, through foreclosure of a lien, deed in

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lieu of foreclosure or other conveyance (other than to a bankruptcy trustee) pursuant to any provision of the United States Bankruptcy Code or any similar state law, other than with respect to any of the Loan Instruments (any of the foregoing events being referred to as an "Involuntary Transfer"), Mortgagor shall pay an amount equal to twenty-five percent (25%) of the total consideration received or to be received by or on behalf of Mortgagor or Beneficiary, as the case may be, including the amount of any liability from which Mortgagor or Beneficiary is released by virtue of such Involuntary Transfer.

(iii) In the event of any Voluntary Transfer or Involuntary Transfer affecting only a portion of the Mortgaged Property, or interest therein, or in Mortgagor, unless Lender otherwise consents to such Voluntary Transfer, the full amount of Borrower's Liabilities shall immediately become due and payable, and such event shall be treated as a Maturity Event for purposes of computing Additional Interest, except that in the case of a Voluntary Transfer which, if consummated without the prior consent of Lender would not constitute an "Event of Default" under the Mortgage, or is otherwise consented to by Lender (a "Permitted Partial Transfer"), Mortgagor shall cause to be paid to Lender, twenty-five percent (25%) of the Fair Market Value, received or to be received by Mortgagor or Beneficiary as the case may be, of the property or interest so conveyed (such payment being referred to as "Partial Additional Interest"). Notwithstanding anything to the contrary contained herein, if the required amount of any payment of Partial Additional Interest is less than \$200,000.00, Mortgagor shall not then be required to pay the difference, however, at such time as there occurs (A) a Maturity Event or (B) any Voluntary Transfer or Involuntary Transfer affecting the balance of the Mortgaged Property or interest therein, Mortgagor shall pay the greater of (i) the amount of Additional Interest due in respect of such Maturity Event, Voluntary Transfer or Involuntary Transfer, less the sum of all payments of Partial Additional Interest previously received by Lender or (ii) the difference, if any, of \$200,000.00 less the sum of all payments of Partial Additional Interest previously received by Lender, it being the intention of Mortgagor that Lender receives not less than \$200,000.00 of Additional Interest.

(iv) Upon the Maturity Date or the maturity of Borrower's Liabilities arising from the exercise by Lender of the right to accelerate the maturity of this Note, or prepayment of Borrower's Liabilities (other than Additional Interest) other than a prepayment resulting

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from a Voluntary Transfer (any of the foregoing events being referred to as a "Maturity Event"), Mortgagor shall pay an amount equal to twenty-five percent (25%) of the balance of the Fair Market Value (defined below) of the Mortgaged Property on the date of the Maturity Event remaining after deducting an amount equal to the principal balance of the Loan which would be outstanding as of the date of the Maturity Event had Mortgagor made all scheduled payments in accordance with the terms of this Note, including without limitation, any required prepayments, other than Additional Interest and after deducting from the Fair Market Value, the amount of "Added Value" (defined below).

(b) Mortgagor shall pay Additional Interest upon the occurrence of an Involuntary Event (defined below) as follows: Upon a condemnation or other taking of the Mortgaged Property or any part thereof by the exercise of the power of eminent domain, or upon a casualty loss to the Mortgaged Property or any part thereof (any of such occurrences being referred to as an "Involuntary Event"), all the proceeds of any such condemnation award or casualty insurance net of adjuster's fees (the "Proceeds") shall be either applied to Borrower's Liabilities (other than Additional Interest) or made available for financing restoration or repair, with the excess, if any, applied to the payment of Borrower's Liabilities (other than Additional Interest), all as provided in the Mortgage. Mortgagor shall then pay, as Additional Interest, an amount equal to twenty-five percent (25%) of the balance of all Proceeds of the condemnation awards or casualty insurance received by Mortgagor or Beneficiary after application to the payment of Borrower's Liabilities, other than Additional Interest, as aforesaid, and which are not applied to restoration or repair. At such time as there occurs (A) a Maturity Event or (B) any Voluntary Transfer or Involuntary Transfer affecting the balance of the Mortgaged Property or interest therein, Mortgagor shall pay the greater of (i) the amount of Additional Interest due in respect of such Maturity Event, Voluntary Transfer or Involuntary Transfer, less the sum of all payments of Additional Interest previously received by Lender or (ii) the difference, if any, of \$200,000.00 less the sum of all amounts of Additional Interest previously received by Lender, it being the intention of Mortgagor that Lender receive not less than \$200,000.00 of Additional Interest.

(c) "Fair Market Value" shall, in the case of a Voluntary Transfer conducted with a bona fide third party after arms-length negotiations, be the total consideration received or to be received by Mortgagor or Beneficiary, as the case may be, including all cash or cash equivalents, the Par Value (as hereinafter defined) of any promissory notes or other future obligation to pay and the Fair Market Value of any other property, right or other interest delivered to Mortgagor or Beneficiary. The term "Par Value" shall mean the stated face amount of the note or other similar obligation, unless the interest rate applicable to such

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note or other obligation is greater than the Corporate Base Rate plus two percent (2%) as then announced by Shawmut Worcester County Bank, N.A., Worcester, Massachusetts (or, in the event of the discontinuance of such rate, a comparable rate selected by Lender) (the "Applicable Rate"), in which event, the term "Par Value" shall be the sum of the present values of all payments due, contingent or otherwise, under such note or other obligation, where the present value of any payment is the amount which, if invested on the date of computation at a rate of interest equal to the Applicable Rate compounded semi-annually, would increase in value to the amount of the future payment on the date the payment is due, all as determined by Lender. In every other instance, "Fair Market Value" shall be determined by Lender who shall give written notice of its determination to Beneficiary within thirty (30) days after the applicable Maturity Event or Voluntary Transfer. If Beneficiary objects to the Fair Market Value as so determined by Lender, Beneficiary may serve a written notice on Lender requesting that an appraisal procedure under this paragraph be conducted. Within twenty (20) days after Beneficiary's written request for the institution of the appraisal procedure is delivered to Lender, Beneficiary shall nominate and appoint one (1) appraiser and Lender shall nominate and appoint one (1) appraiser. The two (2) appraisers will make their respective determinations of the fair market value in writing and both written determinations shall be delivered simultaneously, to both Beneficiary and Lender, within ten (10) days after their appointments. If the lower of the two fair market values thus determined by the two (2) appraisers is not less than ninety percent (90%) of the higher of the two fair market values thus determined by the two (2) appraisers, then the average of the two fair market values so determined will be binding upon Mortgagor, Beneficiary and Lender. If the lower of the two fair market values thus determined is less than ninety percent (90%) of the other fair market value thus determined, the two (2) appraisers will no later than ten (10) days after both of such appraisers have made their respective determinations, appoint in writing a third appraiser and give written notice of such appointment to Mortgagor, Beneficiary and Lender. In the event that the two (2) appraisers fail to appoint or agree upon a third appraiser within such ten (10) day period, a third appraiser will be selected by Beneficiary and Lender, each acting reasonably and in good faith, within a further period of ten (10) days. If a third appraiser is not appointed or agreed upon within the time herein provided, then either Beneficiary or Lender may apply to any state or federal court of competent jurisdiction for the appointment of an appraiser. The third appraiser will determine within ten (10) days after appointment which of the two (2) determinations is closest to the fair market value and the determination selected by the third appraiser will be binding upon Mortgagor, Beneficiary and Lender. Beneficiary and Lender will pay the fees and expenses of the respective appraiser which each appoints, and the fees and expenses of the third appraiser will be shared equally by Beneficiary and Lender. In the event either Beneficiary or Lender fails initially or subsequently to appoint its respective appraiser within the time

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period prescribed, then the party failing to so appoint shall lose its right to do so and the other party may appoint an appraiser on behalf of such party failing to appoint its appraiser. Any appraiser appointed hereunder will be a licensed real estate appraiser, have not less than five (5) years experience in appraising commercial real property in Cook County, Illinois, be currently active in appraising commercial real property in Cook County, Illinois, and may not be an employee, former employee, affiliate or former affiliate of Mortgagor, Beneficiary or Lender.

(d) Notwithstanding anything to the contrary contained herein, Additional Interest shall be payable upon each and every occurrence of an Involuntary Event affecting less than all of the Mortgaged Property, whether or not such occurrences are successive, until, and including, the occurrence of a Maturity Event or other event which is treated as a Maturity Event for purposes of computing Additional Interest in respect of the balance of the Mortgaged Property. There shall be no obligation to pay Additional Interest following the payment of the full amount of Additional Interest owed in respect of either a Voluntary Transfer, Involuntary Transfer or Involuntary Event affecting the entire Mortgaged Property, or of a Maturity Event.

(e) The term "Added Value" as used in this Paragraph 1.2 shall mean the sum of all bona fide third-party expenses incurred by Borrower in connection with the construction of any capital improvement to the Mortgaged Premises which has been approved by Lender, but only to the extent such expenses have been satisfied from funds or sources other than the "Cash Reserve" (as such term is defined in the Modification).

(f) Nothing in this Paragraph 1.2 shall be deemed to constitute a waiver of any provision contained in any of the Loan Instruments prohibiting a Voluntary Transfer or Involuntary Transfer, or granting Lender the right to determine how proceeds from an Involuntary Event will be applied. Nothing in this Paragraph 1.2 shall be deemed to constitute an additional limitation on the right of Beneficiary to make transfers of the limited partnership interests of Beneficiary and such transfers shall not constitute a Voluntary Transfer. Nothing in this Paragraph 1.2 shall be deemed to constitute a waiver of any right of Lender to approve of capital improvements to the Mortgaged Property.

1.3 Prepayment. Mortgagor may prepay the Loan in whole or in part together with Additional Interest as set forth herein, at any time without penalty.

1.4 Place and Manner of Payment. The payment of all amounts due under this Note and under the Mortgage shall be made in "Federal Funds" or other immediately available funds and shall be deemed received only when actually received by Lender in Worcester, Massachusetts. Payments received after 1:00 p.m. in said location shall be deemed received on the next day Lender is open for

business. At Lender's option, Lender may accept payments by check or in form other than immediately available funds, but such payments shall be accepted subject to collection and, at Lender's option, shall be deemed received only when collected. Acceptance by Lender of payments in other than immediately available funds shall not constitute a waiver by Lender of its rights to insist that any subsequent payment be made in immediately available funds.

1.5 Late Payment Fee. In the event any payment due hereunder or any payment or deposit due under the Mortgage is not made when due, Lender, at its option and in addition to any other remedy available to Lender, may impose a late payment fee, which Mortgagor covenants to pay upon demand calculated at the rate of five percent (5%) of the amount of such delinquent payment or deposit. Any payment or deposit received by Lender may, at the option of Lender, be applied first to any accrued but unpaid late payment fee and then as otherwise provided in this Note or in any of the Loan Instruments.

II

ADDITIONAL COVENANTS

2.1 Acceleration. If any payment due under this Note is not made when due, if an Event of Default shall occur under and as defined in any of the Loan Instruments, or if the right to foreclose the Mortgage shall accrue to the holder thereof, whether or not foreclosure proceedings have been commenced, then, at the election of the holder of this Note and upon written notice, the unpaid principal sum, together with accrued interest thereon (including Additional Interest), shall at once become due and payable and shall bear interest at the annual rate (the "Default Rate") of four percent (4%) plus the greater of (a) the Interest Rate or (b) the Corporate Base Rate as announced from time to time by Shawmut Worcester County Bank, N.A., Worcester, Massachusetts (or, in the event of the discontinuance or unavailability of such rate or the announcement thereof, a comparable rate selected by Lender). Upon the occurrence of an Event of Default, Lender may, and Mortgagor hereby authorizes Lender to, charge any account of Mortgagor held by Lender or any agent of Lender or any account held pursuant to the Escrow Agreement and apply any and all balances, credits, deposits, accounts, monies, certificates of deposit, cash equivalents and other assets of or in the name of Borrower held by Lender to the indebtedness evidenced hereby.

2.2 Waivers. Mortgagor and any other parties hereafter liable for the debt (including, without restricting the foregoing, any endorsers, sureties and guarantors) represented by this Note, hereby (a) waive presentment for payment, notice of dishonor, protest and notice of protest, and (b) agree that the time of payment of that debt or any part thereof may be extended from time to time without modifying or releasing the lien of the Loan

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Instruments or the liability of Mortgagor or any such other parties, the right of recourse against any such parties being hereby reserved by the holder hereof.

2.3 Collection. In the event of a default in the payment of any amount due hereunder, the holder hereof may exercise any remedy or remedies, in any combination whatsoever, available by operation of law or under any instrument given as security for this Note and such holder shall be entitled to collect its reasonable costs of collection, including attorneys' fees, which shall be additional indebtedness hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

2.4 Governing Law. This Note is executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

2.5 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

2.6 Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Note to Mortgagor or Lender shall be directed to Mortgagor or Lender as the case may be at the following addresses:

If to Lender: SMA Life Assurance Company
440 Lincoln Street
Worcester, Massachusetts 01605
Attention: Investment Management
Department

with a copy to: Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603
Attention: Stephen B. Bell

If to Mortgagor: Chicago Title & Trust Company,
as Trustee under Trust
No. 1090516
111 West Washington Street
Chicago, Illinois 60602

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with a copy to:

Sachnoff & Weaver, Ltd.
30 South Wacker
Suite 2900
Chicago, Illinois 60606
Attention: Philip Wong

Notices shall be either: (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.7 Business Loan. Mortgagor represents that the proceeds of the indebtedness evidenced by this Note will be used to further the business purposes and business objectives of Mortgagor in connection with a parcel of real estate owned and operated by it in Cook County, Illinois. Mortgagor further represents that the loan evidenced by this Note and secured by the Mortgage is a business purpose loan in accordance with Chapter 17, Section 6404(1)(c), Illinois Revised Statutes, and that this Loan is a business loan as in such case made and provided.

2.8 CONSENT TO JURISDICTION. TO INDUCE LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS NOTE, THE MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING SITUS IN SAID CITY OF CHICAGO, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS.

2.9 Exculpatory Clause. Chicago Title and Trust Company is a party to this instrument, not in its individual capacity but as trustee under a Trust Agreement dated March 3, 1988, and known as Trust No. 1090516. Insofar as the liability of Mortgagor is concerned, this instrument is enforceable only against, and any claims hereon are payable only out of, any trust property which may be held thereunder and any rents and proceeds therefrom, but this clause shall not affect Lender's remedies under any of the other Loan Instruments. Any and all liability of Chicago Title and Trust Company in its individual capacity is hereby expressly waived by Lender and its successors and assigns.

2.10 Amendment and Restatement. This Note is an amendment and restatement of the Original Note, and upon written

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acceptance hereof by Lender, all of the terms of the Original Note shall be deemed to be superseded in their entirety by the terms of this Note.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

CHICAGO TITLE AND TRUST COMPANY,
not in its individual capacity
but solely as Trustee under a
Trust Agreement dated March 3,
1988 and known as Trust No.
1090516

ATTEST:

Laura M. [Signature]

Its Trust Secretary

By *[Signature]*

Its Trustee

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each one of the undersigned hereby certifies, warrants, undertakes and covenants that the contents of the instrument herein made on the part of the undersigned in full compliance with the provisions, representations, covenants and conditions and agreements of said Trustee and notwithstanding any other terms, conditions and agreements in any other instrument, agreement, deed, mortgage, or other instrument, and that the undersigned hereby certifies that the contents of the instrument herein made on the part of the undersigned are true and correct and that the undersigned hereby certifies that the undersigned specifically covenants and agrees that the instrument herein made on the part of the undersigned shall be valid and enforceable in the exercise of the powers conferred upon it as trustee under the instrument herein made on the part of the undersigned and shall not be subject at any time to any liability of tort, contract or otherwise, and shall not be subject to any claim of or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the undersigned in the instrument contained, either expressed or implied, all such personal liability, if any, being hereby waived and released.

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EXHIBIT B

Legal Description

The North 336 feet of Lot 4 (except the West 72.06 feet) of the Subdivision of the South 23 5/100 chains of that part lying West of North Branch Road of the South West quarter of Section 18, and the North 13 rods of that part lying West of the North Branch Road of the East half of the North West quarter of Section 19, all in Township 41 North, Range 13 East of the Third Principal Meridian, according to the Map thereof recorded on April 12, 1893, as Document No. 1847465 in Book 59 of Plats, Page 11, all in Cook County, Illinois.

P.I.N. No. 10-18-209-031

Common Address: 8930 N. Waukegan Road
Morton Grove, Illinois

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Exhibit C

Escrow Instructions

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2025/02/26

ESCROW INSTRUCTIONS

THESE ESCROW INSTRUCTIONS, are made and entered into as of November 27, 1991, by and among Chicago Title and Trust Company, not individually, but as Trustee under Trust Agreement dated March 3, 1988 and known as Trust No. 1090516 ("Mortgagor"), Learsi-Waukegan Limited Partnership, an Illinois limited partnership ("Beneficiary," Mortgagor and Beneficiary are sometimes collectively referred to as "Borrower"), SMA Life Assurance Company, a Delaware corporation ("Lender"), and Capital Realty Services, Inc. ("Escrow Agent").

1. For the purposes of these Escrow Instructions, the following terms shall have the following meanings:

"Approved Leasing Expenses" shall mean bona fide expenses payable to third parties, for work or services completed in connection with either that certain lease with Prudential Insurance Company of America dated July 1, 1991, that certain lease with Worldwide Insurance Network, Inc. dated September 19, 1991 or any other lease executed subsequent to the date hereof of all or any portion of the Premises including construction of tenant improvements to such portion of the Premises and legal fees incurred by Borrower in connection with such a lease, which such lease is fully executed and binding on the lessor and lessee therein, as determined by Lender, and the form and substance of which has previously been approved by Lender. Provided that Illinois Bell Telephone Company has executed a binding agreement to renew that certain lease dated November 30, 1988 affecting a portion of the Premises, "Approved Leasing Expenses" shall also include bona fide expenses payable to third parties for work or services completed in connection with capital improvements made to the Premises, provided such capital improvements have been previously approved by Lender.

"Authorized Investments" shall mean either (a) direct obligations of the government of the United States of America or commercial paper rated AAA by Standard & Poor's, provided that such obligations mature (i) not more than ninety (90) days after the date of investment and (ii) in any event not later than the Terminal Date or (b) investment in a federally insured money market account with a national banking association with assets in excess of \$10,000,000.00.

"Beneficiary's Counsel" shall mean Sachnoff & Weaver, Ltd., by Philip Wong, Esq., 30 South Wacker Drive, Suite 2900, Chicago, Illinois 60606 (207-1000).

"Deposited Funds" shall mean (i) \$ 25,000.00 (the "Initial Deposit"), together with all other sums deposited into the Escrow as provided for in Section 2 hereof, or so much thereof as shall remain on hand from time to time, plus (ii) income, earnings and appreciation accumulated and on hand from time to time.

"Draw Documents" shall have the meaning specified in Section 3 hereof.

"Escrow" shall mean the escrow created pursuant to these Escrow Instructions.

"First Modification" shall mean that certain First Modification Agreement dated November 27, 1991 by and between Lender, Mortgagor and Beneficiary.

"Inspector" shall mean any architect, engineer or other party (and may include employees of Escrow Agent) as Lender may from time to time appoint in writing.

"Lender's Counsel" shall mean Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd., by Stephen B. Bell or Michael B. Manuel, 55 East Monroe Street, Suite 3900, Chicago, Illinois 60603 (312-2177).

"Loan" shall mean that certain loan in the original principal amount of \$3,300,000.00 made by Lender to Borrower, which principal amount has been increased so that the new principal amount of the Loan, as evidenced by a certain Amended and Restated Note, is \$3,497,697.98.

"Mortgage" shall mean that certain Mortgage and Security Agreement dated October 10, 1989, executed and delivered by Mortgagor in favor of Lender as security for the Loan as amended by the First Modification.

"Premises" shall mean the real estate and improvements legally described in Exhibit A.

"Endorsement" shall mean an endorsement to the Title Policy which shall: redate the Title Policy to the date of the Endorsement and insure the lien of the Mortgage as a first and prior lien upon the Premises, subject to no exceptions or reservations other than as currently shown in the Title Policy, the lien for real estate taxes not yet due and payable, and matters in favor of Lender and, in any event, insuring as of the date of the Endorsement, the lien of the Mortgage against mechanics' or materialmen's liens or claims, recorded or unrecorded, and real estate taxes and assessments theretofore due and payable.

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"Title Policy" shall mean the policy of title insurance issued by Chicago Title Insurance Company, which is Policy Number 72-26-422.

"Terminal Date" shall mean November 8, 1996.

2. As more fully set forth in the First Modification, Borrower shall cause to be deposited with Escrow Agent hereunder, the Initial Deposit, together with any other sums to be deposited by Borrower with Escrow Agent hereunder or under the First Modification, and the income, earnings and appreciation thereon, shall be held and applied as Deposited Funds in accordance with the terms and provisions hereof. In addition to the Initial Deposit, Borrower has directed that proceeds from the Loan, in an amount not less than \$75,000.00 be deposited directly into the Escrow, and to be treated as Deposited Funds.

3. Borrower shall be entitled to receive disbursements from the Escrow, but only for Approved Leasing Expenses approved in accordance with the provisions of Paragraph 4 hereof, by delivering or causing to be delivered to Escrow Agent the following instruments (the "Draw Documents"):

(a) A written request from Beneficiary requesting a disbursement from the Escrow (a "Disbursement Request"), which shall itemize for each broker, contractor or subcontractor or other creditor, the amount payable and the nature of the work or services in respect of which the Disbursement Request is being made. Each Disbursement Request shall include original invoices for each requested payee, and for any item which has been paid and for which Beneficiary is seeking reimbursement, original receipts showing payment, together with lien waivers, if applicable. Every Disbursement Request shall also include a certification by the general partner of Beneficiary that the work and services in respect of which a disbursement is being requested, are bona fide expenses of leasing or making tenant improvements to a portion of the Premises, that such work and services have been substantially and satisfactorily completed, that no "Event of Default" exists under the Mortgage, that there exists no event or occurrence which, with the giving of notice or passage of time would constitute an Event of Default under the Mortgage, that Beneficiary is able to pay its debts as they come due and that the value of the sum of Beneficiary's assets at fair valuation is greater than the sum of Beneficiary's debts.

(b) A certificate (the "Inspector's Certificate") executed by the Inspector which shall certify that the Inspector has inspected the Premises and the work referenced in the applicable Disbursement Request, that such work is substantially complete and was completed in

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a good and workmanlike manner and that the Inspector has received payment for its services in issuing such Inspector's Certificate (it being understood that the Inspector may deposit the Inspector's Certificate on the condition that it not be released unless payment of a designated amount is made to the Inspector from the Deposited Funds).

(c) A certificate (the "Escrow Agent's Certificate") executed by Escrow Agent certifying that Escrow Agent has inspected the Premises and that the work referenced in the applicable Disbursement Request appears to have been properly completed.

4. Upon receipt of a Disbursement Request, Escrow Agent shall with reasonable promptness, inspect the Premises for the purpose of completing an Escrow Agent's Certificate. Escrow Agent shall promptly deliver all Draw Documents (except that Escrow Agent may send only a photocopy of the Inspector's Certificate if Escrow Agent has been required to retain said Certificate until the Inspector has been paid) to Lender and upon written approval thereof by Lender (which approval shall be deemed granted if Lender has not otherwise informed Escrow Agent within ten (10) business days after receipt of the Draw Documents by Lender), Escrow Agent shall, subject to the provisions of Paragraphs 5 and 6 hereof, disburse the Deposited Funds to the order of Beneficiary in accordance with the applicable Disbursement Request.

5. Notwithstanding the provisions of Paragraph 4 hereof, Escrow Agent shall disburse Deposited Funds to Beneficiary or to its order only if (i) concurrently with such disbursement Escrow Agent shall receive an Endorsement dated as of or after the date of such disbursement, (ii) Escrow Agent has not theretofore received a Default Notice (defined below) and (iii) the applicable Draw Documents were delivered to Escrow Agent prior to the Terminal Date.

6. At Lender's request at any time on or after the Terminal Date, or upon receipt by Escrow Agent from Lender or Lender's Counsel of a written notice (herein called the "Default Notice") that an Event of Default (as defined in the Mortgage) exists under the Mortgage, then (a) Escrow Agent shall forthwith realize upon, sell and convert into cash all Authorized Investments and (b) shall remit the proceeds of the same and all other Deposited Funds then on hand to Lender, c/o Lender's Counsel (or otherwise as Lender or Lender's Counsel may direct), for application against the Loan in accordance with the instruments evidencing and securing said Loan. Borrower acknowledges that any such application shall not reduce the amount of the regular monthly payment which Borrower is obligated to make. It is agreed that for all purposes any Default Notice shall be conclusive and binding upon Escrow Agent and Escrow Agent shall not be required or permitted to inquire as to the accuracy of such notice or the

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occurrence of any Event of Default or other matters stated therein, and Escrow Agent shall act upon such Default Notice in accordance with the provisions of this Paragraph 6.

7. Beneficiary and Escrow Agent acknowledge that Mortgagor is obligated to make monthly deposits into the Escrow in amounts and according to terms set forth in the First Modification. Escrow Agent is directed to immediately notify Lender and Beneficiary if any of the aforementioned deposits are not received when due. Upon request of Beneficiary or Lender, Escrow Agent shall provide a written statement showing deposits to, disbursements from and balances of, the Escrow.

8. Escrow Agent shall, at the direction of Beneficiary, invest and reinvest Deposited Funds in Authorized Investments and in connection therewith (a) all income, earnings and appreciation on account of such investment received by Escrow Agent shall be Deposited Funds; (b) all risk of loss or diminution in value arising on account of investment shall be borne by Borrower; (c) in the event of any diminution in value or loss occasioned by investment of Deposited Funds which causes the Deposited Funds to be less than the balance of the Initial Deposit after payment of approved disbursements thereof, Escrow Agent shall notify Beneficiary and Lender, and Mortgagor shall forthwith deposit with Escrow Agent hereunder the amount of such diminution or loss, to be held as Deposited Funds; and (d) neither Escrow Agent nor Lender shall be responsible for any investment loss made at direction of Beneficiary or Lender.

9. All fees, costs and expenses of this Escrow, or of investment of Deposited Funds, shall be borne by Beneficiary and billed to Beneficiary.

10. Mortgagor and Beneficiary hereby grant to Lender a security interest under the Uniform Commercial Code in all of their respective right, title and interest in and to the Deposited Funds, acknowledge that Deposited Funds held in the Escrow are held by Escrow Agent as agent for Lender in accordance with these Escrow Instructions and agree to execute any and all documents as Lender may request to preserve, maintain and perfect the security interest created hereby.

11. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under these Escrow Instructions shall be directed to Beneficiary, Lender or Escrow Agent, as the case may be, at the following addresses:

(a) If to Lender, SMA Life Assurance Company, 440 Lincoln Street, Worcester, Massachusetts 01605, Attention: Investment Management Department.

(b) If to Borrower or Beneficiary, c/o Beneficiary's Counsel.

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(c) If to Escrow Agent, Capital Realty Services, Inc., Two North LaSalle, Chicago, Illinois.

Notices shall be either: (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

12. Unless otherwise instructed by Beneficiary or Lender, deposits made pursuant to these instructions shall be invested by Escrow Agent in Authorized Investments. Escrow Agent shall give notice to the parties hereto of all investments made hereunder. Any direction to Escrow Agent for any other investment shall be expressed in writing and contain the consent of all other parties to this Escrow. Escrow Agent will, upon request, furnish information concerning its procedures and fee schedules for investment. Escrow Agent may not commingle such deposits with other deposits or with its own funds nor use all or any part of such funds for its own benefit. Nothing herein shall diminish Escrow Agent's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

13. Nothing in this Agreement shall have the effect of diminishing the rights of Lender with respect to the approval (a) of leases affecting the Premises or (b) of the construction, alteration or demolition of improvements to or located at the Premises.

14. This Agreement is executed by Chicago Title and Trust Company, as Trustee under the aforesaid Trust Agreement, in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Agreement shall be construed as creating any liability on Chicago Title and Trust Company, in its individual capacity, to perform any covenant (either express or implied) herein, all such liability, if any, being hereby waived by Lender.

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WITNESS the due execution and delivery hereof by the parties hereto by their authorized representatives, all as of the day, month and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
not individually, but as Trustee
as aforesaid

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, covenants, representations, covenants, undertakings and agreements herein made on the part of the Trustee shall in full satisfaction of the obligations, covenants, representations, covenants, undertakings and agreements of said Trustee are hereby waived and released by the parties hereto and the Trustee shall not be held liable for the performance of the obligations, covenants, representations, covenants, undertakings and agreements herein made on the part of the Trustee personally but are made and intended for the purpose of being held as a trust for the benefit of the parties hereto as described herein, and this instrument is executed and delivered by the Trustee in full satisfaction of the obligations, covenants, representations, covenants, undertakings and agreements herein made on the part of the Trustee and that no personal liability or personal responsibility is assumed by the Trustee in any way to be asserted or enforceable against the Trustee and Trust Company in violation of this instrument or on account of this warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, expressed or implied, all such personal liability, if any, being expressly waived and released.

By *Ben Fichel*
Its VICE PRESIDENT

BEARSI-WAUREGAN LIMITED PARTNERSHIP,
an Illinois limited partnership

By: David Israel, Its General
Partner

David Israel
David Israel

SMA LIFE ASSURANCE COMPANY, a
Delaware corporation

By *Joseph G. Brees*
Its ASSISTANT TREASURER

CAPITAL REALTY SERVICES, INC.

By *George Lee Pollock*
Its Vice President

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

The North 336 feet of Lot 4 (except the West 72.06 feet) of the Subdivision of the South 23 5/100 chains of that part lying West of North Branch Road of the South West quarter of Section 18, and the North 13 rods of that part lying West of the North Branch Road of the East half of the North West quarter of Section 19, all in Township 41 North, Range 13 East of the Third Principal Meridian, according to the Map thereof recorded on April 12, 1893, as Document No. 1847465 in Book 59 of Plats, Page 11, all in Cook County, Illinois.

P.I.N. No. 10-18-209-031

Common Address: 8930 N. Waukegan Road
Morton Grove, Illinois

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Exhibit D

Rent Roll

<u>Tenant</u>	<u>Monthly Base Rent (As of 12/1/91)</u>	<u>Security Deposit</u>	<u>Arrearages or Prepayment of Base Rent</u>
Illinois Bell Telephone Company	\$12,496.92	0	None
Learsi and Co., Inc.	\$ 2,405.00 (subject to CPI adjustments)	0	None
St. Paul Federal Bank for Savings	\$ 6,320.84	0	None
Dr. Marvin L. Bernstein	\$ 1,247.63	0	None
Dr. Jerome Podgers	\$ 1,525.00	0	None
The Prudential Insurance Company of America	\$11,679.50	0	None
Worldwide Insurance Network, Inc.	\$ 2,040.75* (abated and subject to completion of space)	\$2,040.75	None

*As of 1/1/92

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