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ASSIGNMENT OF RENTS

ASSIGNMENT OF RENTS made this 26th day of June, 1987, by and between Michael Goldstein, of the City of Chicago, County of Cook, State of Illinois, and the American National Bank, as Trustee under Trust Agreement dated May 8, 1987, known as Trust number 102447-05, of the City of Chicago, County of Cook, State of Illinois, (hereinafter collectively referred to as "Assignor") and PDI Industries, Inc., an Illinois corporation, of the City of Aurora, County of Kane, State of Illinois, (hereinafter referred to as "Assignee").

SECTION ONE

Assignment of Lease

(a) For value received and the consideration hereafter set forth, Assignor grants, transfers, and assigns to Assignee, Assignor's entire interest, as Lessee, in a certain Lease (hereinafter referred to as the "Lease") of real property commonly known as 1192 Oakwood, Des Plaines, Illinois (hereinafter referred to as the "Premises"), said Lease being dated the 1st day of July 1987, being between Assignor and the Soo Line Railroad Company, a Minnesota corporation, said real estate being legally described as follows:

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A parcel of land in the North 1/2 of the North East 1/4 of Section 20, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the center line of a strip of land 66 feet wide coveyed to the Chicago and Wisconsin Railroad Company by Warranty Deed recorded February 8, 1886, as Document No. 689552 and the South line of Thacker Street, as now located, extended East, thence Southerly along said center line 215.37 feet; thence North 90 degrees West 160.07 feet, more or less, of a point on a line 156.50 feet Southwesterly of said center line, as measured perpendicularly to said center line, (said line also being part of the Easterly line of Block 1 in Des Plaines Gardens, being a subdivision of part of the North 1/2 of Section 20 aforesaid according to the Plat thereof recorded June 1, 1916, as Document No. 5644532) to the point of beginning of the

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land to be herein described; thence South 12 degrees 07 minutes 53 seconds East along said line 490.96 feet to the point of curve; thence Southerly along an arc of a circle convex Easterly and having a radius of 5580.0 feet (said arc also being part of the Easterly line of said Block 1 in Des Plaines Gardens) for a distance of 180.25 feet to the North line Oakwood Avenue extended East (the chord of said arc having a bearing of South 11 degrees 12 minutes 21 seconds East); thence South 87 degrees 25 minutes 22 seconds East along said extension 58.27 feet to the Southwesterly extension of the Northwesterly line of Graceland Avenue; thence North 33 degrees 25 minutes 02 seconds East along said extension 121.61 feet; thence Northwesterly along an arc of a circle convex Northeasterly and having a radius of 842.38 feet for a distance of 126.70 feet (the chord of said arc having a bearing of North 15 degrees 03 minutes 56 seconds West) thence North 18 degrees 10 minutes 45 seconds West 476.93 feet; thence South 77 degrees 57 minutes 19 seconds West 84.05 feet to the point of beginning, in Cook County, Illinois.

(b) Assignor further grants, transfers, and assigns to Assignee all rents, income, and profits arising from such Lease, its options and renewals, as well as all of their rights thereunder, together with all rents, income, and profits from the use and occupation, including any and all subleases, of the Premises at 1192 Oakwood, Des Plaines, Illinois, and, at the option of Assignee, from all leases of the above-described Premises which may be executed in the future during the term of this Assignment.

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SECTION TWO

Debt Secured

This Assignment is made to secure the following:

(a) Payment of the principal sum and interest evidenced by a Promissory Note and any amendments, extensions or renewal thereof, in the original principal sum of One Hundred Thirty-Five Thousand Dollars ($135,000.00) made by Assignor in favor of Assignee and dated the 26th day of June, 1987, (herein referred to as the "Note"), and secured by this Assignment of Rents.

(b) Payment of all other sums, with interest, which may become due and payable to Assignee under this Assignment or under the Note.

SECTION THREE

Assignor's Warranties

Assignor warrants:

(a) They are the sole owners of the Lease, as Lessee thereunder, herein assigned insofar as it applies to the property covered by this Assignment and of all the leasehold rights which the Lease purports to create, with full right to convey the same. Provided, as of date, Assignee is presently the existing Lessee of the premises with the Soo Line Railroad Company, as Lessor, and said Lease is being cancelled contemporaneously herewith, with Assignor being the new Lessee of the premises with the Soo Line Railroad Company, being the Lessor.

(b) The Lease is now unencumbered, valid, and in full force and effect in accordance with its terms.

(c) Assignor is not in default under any of the terms, conditions, or covenants of the Lease.

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(d) The rental property, rental payments, and other sums are free from liens, encumbrances, claims, and setoffs of every kind whatsoever, except as set forth in that certain title policy issued by the Chicago Title Insurance Company on the Premises, the said being dated the 29th day of May, 1987.

SECTION FOUR

Assignor's Covenants

Assignor agrees:

(a) To observe and perform all obligations imposed on Assignor under the Lease hereby assigned and to indemnify Assignee from the

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consequences of any failure to do so.

(b) Not to collect any rent, income, or profits accruing under any sub-lease of the premises prior to the time when they shall become due.

(c) To preserve the premises free and clear of all liens and encumbrances from or on behalf of Assignor, except as otherwise agreed by the parties hereto.

(d) Not to execute any other assignment of Lessor's interest in the Lease, or other Assignment of the Premises, without Assignee's prior written consent.

(e) Not to alter, extend, or modify the terms of the Lease or give any consent or exercise any renewal or option required or permitted by the terms of the Lease without the prior written consent of Assignee. In addition, Assignor agrees that any other lease or sublease of the Premises will provide therein that the same is subject to an Assignment of Rents in favor of Assignee as provided in this Assignment Agreement.

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(f) Not to terminate, cancel, or accept a surrender of the Lease, or transfer, convey, or permit a transfer or conveyance of the premises so as to cause a termination or changing of the obligations of Assignor thereunder.

(g) Not to assign the Lease or sublet the premises, or any portion thereof, whether or not in accordance with the Lease terms, without the prior written consent of Assignee.

(h) In the event Assignee so requests, to assign to Assignee any lease upon any part of the premises made subsequent hereto, including any and all subleases, and to execute and deliver to Assignee such

further assurances and assignments in the premises as Assignee shall from time to time require.

(i) Assignee may proceed against Assignor directly and independently of any sublessee of the Premises, and the cessation of any sub-lessee's liability for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution or security, or any impairment or suspension of Assignee's remedies or rights against any sub-lessee in any way affect the liability of Assignor hereunder.

SECTION FIVE

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Terms and Conditions

(a) Collection of Payments and Rents by Assignor. Until such time as Assignor may default in payment of the principal, interest, or other indebtedness or other obligations secured by the note or in performance of any other obligation hereunder, Assignor may collect all rents, income, and profits arising under the lease or sublease of the premises, when the same are due and payable and retain the same.

(b) Assignee's Option to Take Possession and Manage Premises. In the event of Assignor's default herein, Assignee may, at its option, without notice or regard to the adequacy of the security, personally or by its agents, take possession of the above-described premises and hold, lease, and manage the same on such terms and for such period of time as Assignee deems proper and, with or without taking possession of the premises, including from any and all sub-leases of the premises, make demand and sue for all rents, income, and profits of the premises, with power to make from time to time such alterations,

repairs, and renovations as may seem proper to Assignee, and to apply such rents, income, and profits to payment of all expenses of operating, managing, and maintaining the premises, and the principal, interest, and other indebtedness evidenced by the Note, together with costs and attorney's fees, in such priority as Assignee in its sole discretion may determine. However, the exercise or nonexercise by Assignee of the options granted in this paragraph shall not be considered a waiver of any default by Assignor under the Note or under the Lease or this Assignment.

(c) Indemnification of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the premises or from any other act or omission of Assignee in managing the premises, unless such loss is caused by the wilful misconduct or bad faith of Assignee. Assignee shall further not be obligated to perform or discharge any obligation or duty under the Lease, any sub-lease, or under this Assignment and Assignor agrees to indemnify Assignee for any liability, loss, or damage which may be incurred under the Lease, any sub-lease of the premises, or by reason of this Assignment. In the event Assignee incurs any such liability above-referenced or in defense of any such claims or demands, the amount thereof, including costs and reasonable attorneys' fees, shall be secured by this Assignment and Assignor shall reimburse Assignee immediately therefor upon the demand of Assignee. Further, this Assignment shall not make Assignee responsible for any waste committed on the property by the tenants or any other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, repair, or control of the premises.

(d) Evidence of Unpaid Indebtedness. Upon payment in full of the principal, interest, and all other indebtedness secured by this Assignment or other instruments referred to herein, this Assignment shall cease, but the affidavit or statement of Assignee or any agent, officer, or attorney of Assignee showing any part of the principal, interest, or other indebtedness remaining unpaid shall constitute conclusive evidence of the effectiveness and force of this assignment and any person is hereby authorized to rely thereon.

(e) Notice to Lessee of Assignor's Default. Assignor is authorized to direct any sub-lessee of the premises, on receipt of written notice from Assignee in the event Assignor defaults under this Assignment, to pay to Assignee all rents, income, and profits accruing under any sub-lease of the premises and continue to do so until otherwise notified by Assignee.

(f) Releases by Assignee. Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, and may further release any party primarily or secondarily liable, and may apply any other security held by Assignee to the satisfaction of the secured principal, interest, or other indebtedness without prejudice to any rights under this Assignment.

(g) Remedies of Assignee Not Exclusive. Nothing contained in this Assignment, nor any act done or omitted by Assignee pursuant to the terms of this Assignment shall be deemed a waiver by Assignee of any of the rights or remedies under the Note, and this Assignment is executed without prejudice to any rights or remedies possessed by Assignee under the terms of any other instruments referred to herein. The right of Assignee to collect the secured principal, interest, and

other indebtedness, and to enforce any other security may be exercised by Assignee prior or subsequent to any action taken under this Assignment.

SECTION SIX

Waivers of Assignor

Assignor waives the following:

(a) The right, if any, to obtain the benefit of or to direct the application of any security hypothecated to Assignee until all indebtedness of any lessee to Assignee arising hereunder which is assigned to Assignee by Assignor shall have been paid.

(b) The right to require Assignee to proceed against any lessee, or to pursue any other remedy.

SECTION SEVEN

Power of Attorney

Assignor appoints Assignee his attorney in fact to demand, receive and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this Agreement had not been made.

SECTION EIGHT

Effect of Assignment

This Assignment, together with the agreements, covenants, and warranties contained herein, shall inure to the benefit of Assignee, their heirs, representatives, successors and assigns, and any subsequent assignee of Assignee's interest in the Note and shall be binding upon Assignor, their heirs, legal representatives, successors and assigns, and any subsequent owner of the premises.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Aurora, Illinois the day and year first above written.

ASSIGNOR:

Michael Goldstein

ASSIGNEE:

PDI INDUSTRIES, INC., an Illinois corporation

By: Robert L. Hollis
Its President

The American National Bank, as Trustee under Trust Agreement dated May 8, 1987, known as Trust number 104471-05

By: _____
Its _____ Officer

ATTEST:

By: _____
Its _____ Officer

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be collectible against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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Gini Marzian,
Davis, Monnix & McGrath
19 S. LaSalle
Suite 703
Chicago, IL 60603