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AMENDED GENERAL PARTNERSHIP AGREEMENT

THIS AGREEMENT OF GENERAL PARTNERSHIP entered into for GLENVIEW PLAZA ASSOCIATES, an Illinois General Partnership, as of January 22, 1986 (the "Commencement Date") by and among PATRICIA GIANONE, JERRY SEIDEN and MATTY SPAGAT (hereinafter collectively referred to as "Partners" and individually as "Partner") and as amended this 20th day of May, 1992.

1. NAME AND PURPOSE. The Partnership shall be carried on under the name of GLENVIEW PLAZA ASSOCIATES. The Partnership has been formed for the purpose of owning, developing, operating, leasing and otherwise dealing with real and personal property located at 965-981 WAUKEGAN, GLENVIEW, ILLINOIS, known as Glenview Plaza Shopping Center, with that parcel of real estate described on EXHIBIT "A", attached hereto and made a part hereof. The Partnership may engage in any and all other activities as may be necessary, incidental, convenient to carry out the business of the Partnership as contemplated by this Agreement.

The Property has been heretofore conveyed to a land trust established at the American National Bank and Trust Company of Chicago, under Trust Agreements dated January 22, 1986 and known as Trust No. 66527. The beneficial interest in the said land trust will be vested in GLENVIEW PLAZA ASSOCIATES, an Illinois General Partnership, and the land trustee has been directed to act on the signature of Jerome Seiden.

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2. PLACE OF BUSINESS. The principal office of the Partnership shall be located at 122 MESSNER, WHEELING, ILLINOIS

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60090, c/o Ben Zavaduk, A & B Properties, Inc. or at such other place as shall be agreed upon by the Partners from time to time.

3. PARTNERS. The name and address of each of the Partners are as follows:

	Name	Addresses
a.	Patricia Gianone	~~4200 Grove, Western Springs, IL 60558~~ 519 Princeton Hinsdale IL, 60521
b.	Jerry Seiden	122 Messner, Wheeling, IL 60090
c.	Matty Spagat	122 Messner, Wheeling, IL 60090

4. TERM. The Partnership shall commence as of the Commencement Date, and shall continue until terminated as provided in this Agreement.

5. CAPITAL CONTRIBUTION. Each of the Partners has contributed that proportion of the aggregate initial capitalization set forth on Exhibit "A" to the capital of the Partnership, in cash, [or has guaranteed Partnership loans or has issued his note] in the amount set forth opposite his name:

	Partner	Contribution
a.	Patricia Gianone	50%
b.	Jerry Seiden	25%
c.	Matty Spagat	25%

An individual capital amount shall be established and maintained for each Partner, who shall receive an interest in the Partnership and shall be credited with the amounts of his capital contributions to the Partnership from time to time. A Partner shall not be entitled to interest on his capital contribution, or to withdraw any part of his capital account, or to receive any distribution from the Partnership, except as specifically provided herein.

6. NET PROFITS, NET LOSSES AND CASH FLOW.

a. Profits and Losses. Subject to such adjustments as may be required pursuant to paragraph 7 below, the net profits and the net losses shall be shared by the Partners as follows:

	Partner	Percentage
a.	Patricia Gianone	50%
b.	Jerry Seiden	25%
c.	Matty Spagat	25%

The term "net profits" and "net losses" shall mean the net profits and losses of the Partnership as determined for federal income tax purposes by the certified public accountant servicing the Partnership account.

b. Cash Flow. The "cash flow of the Partnership" shall be the net profits and losses of the Partnership as defined in paragraph 6(a) above, plus (i) depreciation and other noncash charges deducted in determining such net profits and losses, (ii) the net proceeds from any refinancing of the Partnership's mortgages, and (iii) the net proceeds from the sale of any of the Partnership's assets, minus (i) principal payments on all mortgages, (ii) any other cash expenditures which have not been deducted in determining the net profits and losses of the Partnership, and (iii) any amount reasonably required to maintain sufficient working capital and a reasonable reserve for replacements. The cash flow of the Partnership shall be determined separately for each fiscal year and not cumulatively and, as so determined, shall be distributed in the same proportion as profits and losses are shared in accordance with paragraph 6(a), subject to such adjustments as may be required by paragraph 7. The cash flow shall be distributed at the discretion of the Managing Partner, but at least once per year.

c. Income Accounts. A separate income account shall be maintained for each Partner. Partnership profits and losses shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in his income account, losses shall be charged to his capital account.

7. ADDITIONAL FUNDS AND ADJUSTMENTS.

a. Call for Funds. The Partners recognize that the income produced by the Partnership's properties may be insufficient to pay the operating cost of the properties. If, in the judgment of the Managing Partner, additional funds are required to pay such operating costs, the additional funds shall be called for by the Managing Partner and, upon the approval required in paragraph 10(b)(3) below, shall be contributed by the Partners in proportion to their capital interests in the

Partnership. Notwithstanding paragraph 10(b)(3) below, however, the amount of funds subject to call and contribution in any calendar year shall not exceed Ten Thousand and 00/100 ($10,000.00) Dollars in the aggregate, unless any excess is approved by all Partners. As used above, the term "operating costs" shall include, without limitation: principal and interest payments on Partnership loans, whether or not secured by mortgages on Partnership properties; costs of repair, maintenance and improvements; insurance premiums; real estate taxes; assessments; and other governmental charges.

b. <u>Contribution for Nondefaulting Partners</u>. If any Partner is unable or unwilling to make any or all of his proportionate additional capital contribution then the remaining Partner may make a contribution in excess of his or her proportionate share.

c. <u>Contributions by Nondefaulting Partner</u>. Any Partner who makes a contribution to the Partnership pursuant to paragraph 7(b) above shall treat the contribution as a loan to the defaulting Partner as follows:

No adjustments shall be made to the contributing Partner's capital account, and his share in the profits, losses, and cash flow of the Partnership shall remain the same. However, the capital account of the defaulting Partner shall be increased by the amount of

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the loan, and a defaulting Partner's share in the profits, losses, and cash flow of the Partnership shall be adjusted as if he or she had made a contribution to the capital of the Partnership in the amount of the loan. The amount advanced by the Partner on behalf of the defaulting Partner shall be a debt of the defaulting Partner to the contributing Partner, due within one year from the date the loan was made and shall bear interest at the rate of Two Percent (2%) per annum over the prime rate used by the Partnership's normal bank. Thereafter, while such loan is outstanding, all distribution of cash from the Partnership due to the defaulting Partner shall be paid to the Partner who elected to treat a contribution as a loan, until such time as the principal and interest of the loan(s) are paid in full.

d. <u>Annual Meeting to Determine Value of Partnership</u>. Each September, upon ten (10) days notice by the Managing Partner, or in the event the Managing Partner fails to notify, upon ten (10) days notice by any Partner, the Partners shall meet and determine the aggregate sale value of the Partnership. ("Valuation Meeting"). In the event the Partners do not unanimously consent to a value, the last determined value shall continue until the next valuation meeting.

8. MANAGING PARTNER.

a. The day-to-day affairs of the Partnership shall be handled by the Managing Partner, JERRY SEIDEN or as he may from time to time designate.

b. The Managing Partner shall provide such services to the operation of the Partnership business as he shall deem proper and necessary, including keeping all Partners informed of all letters, accounts, writings, and other information which shall come to his attention concerning the business of the Partnership.

c. The Managing Partner shall keep or cause to be kept full records of each transaction of the Partnership and shall maintain such records at the principal office of the Partnership or at the principal office of the Partnership's accounting firm. Said records shall be open for inspection and examination by all Partners, or their duly authorized representative, at all reasonable times. The Managing Partner shall furnish, or cause to be furnished, to each Partner statements of financial condition of the Partnership within 60 days after the end of each fiscal year of the Partnership. The fiscal year of the Partnership shall end on December 31st.

d. The Managing Partner shall cause the funds of the Partnership to be deposited in such bank account as he shall designate and withdrawals shall be made upon such signatures as the Partners shall authorize.

e. The Managing Partner shall not be liable to the Partnership or to any Partner for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. The Managing Partner shall be liable only for acts and/or omissions involving intentional wrongdoing.

9. VOTING. Each Partner shall vote in proportion to his capital interest in the Partnership from time to time. Each Partner may exercise his vote by written or oral notification to the Managing Partner, in each of those instances hereinafter stated.

10. CONSENT TO OPERATIONS. The procedures for the operation of the Partnership shall be as follows:

a. The day-to-day affairs of the Partnership shall be handled by the Managing Partner, as hereinabove stated.

b. The following actions shall require the vote and unanimous approval of all the Partners:

(1) The purchasing and developing of new properties;

(2) The amendment of this Partnership Agreement; and

(3) Approval of loans or financial matters

11. NEW PARTNERS. New Partners may not be admitted into the Partnership.

12. AMENDMENTS. Amendments to this Agreement shall become effective only if in writing, signed by all the Partners, and filed with the Recorder of Deeds of Cook County.

13. TRANSFER OF PARTNERSHIP INTEREST.

a. Permitted transfers during life. No interest of any Partner in the Partnership is transferrable.

b. Prohibited transfers during life. During the life of a Partner, he shall not pledge, cause a lien to be placed against or encumber his Partnership interest in any way. A Partner shall not sell of in any other way transfer his Partnership interest during his lifetime without first offering such interest for sale to the other Partner in a writing addressed and delivered to the other Partner. The notice shall set forth the proposed sale price and terms of sale. Thereupon, the other Partner shall have a period of thirty (30) days to notify the selling Partner of his or her intention to purchase the interest offered for sale pursuant to the terms of that offer. If the other Partner timely elects to purchase the selling Partner's interest, then with within forty-five (45) days after receipt by the other Partner of such offer to sell, the other Partner shall purchase said interest at the price and upon the terms at which said interest if offered for sale. If the interest is not purchased by the other Partner within said forty-five (45) day period, then during the six-month period thereafter the offering

Partner may sell his Partnership interest so offered for sale to any person whomsoever; provided, however, that said interest shall not be sold at a lower price or on more favorable terms by the Partner in accordance with this paragraph 13(b) without first reoffering said interest for purchase by the Partnership in accordance with this paragraph 13(b). If the offering Partner does not sell his Partnership interest within the six-month period, he shall thereafter not sell or in any other way transfer such interest without first reoffering such interest for sale to the other Partner, in the manner set forth in this paragraph 13(b). Unless expressly consented to in writing by the non-transferring Partner, no transfer of a Partnership interest shall in any way alter or diminish the transferor's obligations with respect to any then unpaid additional contributions required to be made pursuant to paragraph 7 above.

14. TERMINATION OF THE PARTNERSHIP. Upon the termination of the Partnership, a full and general accounting shall be taken of the Partnership business and the affairs of the Partnership shall be wound up. Any profits or losses incurred since the previous accounting shall be divided among the Partners and shall be added to the distribution to be made to the Partners. The Managing Partner shall wind up and liquidate the Partnership by selling the Partnership assets and, after the payment of the Partnership liabilities, expenses and fees incurred in connection with such

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liquidation, by distributing the net proceeds therefrom in cash to the Partners in proportion to their capital interests in the Partnership.

Except as otherwise expressly provided in this Partnership Agreement, dissolution of the Partnership shall be subject to the provisions of Chapter 106 1/2, Section 31 of the Illinois Revised Statutes, as now constituted or hereafter amended or substituted. Unless otherwise required by law or by court order and subject to the provisions of Paragraph 14 of this Partnership Agreement, the Partnership business shall not terminate upon the occurrence of any event causing dissolution of the Partnership. Any successor by the operation of law to a surviving Partner's interest, including, by way of example and not by way of limitation, a guardian, a receiver, or a trustee in bankruptcy, shall be deemed an assignee having the rights which an assignee of such Partner's interest would have under the provisions of the Illinois Revised Statutes.

15. NOTICES. All notices, consents and other instruments hereunder shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the addresses hereinabove set forth or at the last addresses of the parties furnished by them in writing to the Managing Partner. Notices to the personal representative of the deceased Partner's estate shall be mailed in the same manner to the last known address of such representative. A copy of all such notices shall be sent to Glenn Seiden, Attorney at law, Glenn

Seiden & Associates, 200 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

16. MISCELLANEOUS.

a. The section or paragraph titles or captions contained in this Agreement are for the convenience of the parties only and shall not be construed to be part of this Agreement.

b. All pronouns shall be construed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

c. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provisions shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall constitute to be binding and in full force and effect.

d. No change, amendment or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party to be charged.

e. The failure of any party to insist, in one or more instances, or performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such Term or condition of this Agreement unless such waiver is contained in a writing signed by or on behalf of all parties and the remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

f. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, corporate affiliates, corporate parents, and, only to the extent permitted herein, assigns.

g. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof.

h. This Agreement, its interpretation and the performance thereunder, shall be governed by and construed in accordance with the laws of the State of Illinois.

i. This Agreement may be executed in multiple counterparts. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall constitute a single instrument.

IN WITNESS WHEREOF the parties hereto have executed two (2) copies of this Agreement on the day and year first above written.

PATRICIA GIANONE

JERRY SEIDEN

MATTY SPAGAT

EXHIBIT "A"

LOT 2 IN J. D. LOVITT'S SUBDIVISION BEING A SUBDIVISION OF FACT OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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