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1994 EXTENSION AMENDMENT TO ASSIGNMENT OF RENTS

THIS 1994 EXTENSION AMENDMENT TO ASSIGNMENT OF RENTS (the "Amendment") is made as of the 1st day of November, 1994, by and between U.S. BANK, FKA STEEL CITY NATIONAL BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated October 10, 1988 and known as Trust No. 3059 ("Trustee"), MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary," with Trustee and Beneficiary being individually and collectively referred to herein as "Assignor") and HERITAGE BANK, FKA HERITAGE BANK TINLEY PARK, an Illinois banking corporation ("Mortgagee" and "Assignee").

Recitals

A. Trustee is the owner of fee simple title to the property with improvements thereon commonly known as World Music Theatre, Tinley Park , Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Land").

B. Beneficiary is the sole beneficiary of and holds the power of direction under the Trust Agreement creating Trustee.

C. Mortgagee and Assignor entered into a Loan Agreement dated as of November 13, 1990 whereby Mortgagee agreed to make a loan to Assignor in the aggregate amount of $600,000 (the "Loan") on the terms and conditions contained therein. Assignor executed and delivered to Mortgagee a certain promissory note ("Note") dated as of November 13, 1990 payable to the order of Mortgagee in the original principal amount of $600,000 with interest and principal payable as therein provided. The Loan and Note were secured by a mortgage ("Mortgage") and assignment of rents "Assignment" dated November 13, 1990, and filed with the Registrar of Titles of Cook County, Illinois (the "Registrar") on December 5, 1990 as Document Nos. 3930937 and 3930938, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on December 11, 1990 as Document Nos. 90602016 and 90602017, encumbering, among other things, the property described in Exhibit A attached hereto and made a part hereof (the "Real Estate").

Agreements

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which by this reference are made a part of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignment is hereby amended as follows:

1. Extension. The Assignment is hereby extended to October 1, 1999.

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2. Lease. The Assignment includes without limitation, that certain Lease Agreement between Assignor, as landlord, and NEJA, as tenant, dated as of June 29, 1994, as amended.

3. Amendment of Assignment. This Amendment amends the Amendment, but does not and is not intended to constitute a novation of the Assignment or in any way impair the priority of the lien evidenced by the Assignment as amended by this Amendment.

4. Full Force and Effect. The Assignment, as amended by this Amendment, shall remain in full force and effect. Assignor reaffirms and remakes its agreements, covenants, representations and warranties contained in the Assignment, as amended by this Amendment. Assignor also agrees that by accepting this Amendment, Assignee does not waive any existing or future default or Event of Default, or any rights or remedies under the Assignment, as amended by this Amendment, and that Assignee has not heretofore waived any rights or remedies under the Assignment, as amended by this Amendment.

5. Validity of Liens. Assignor hereby acknowledges that the lien created by the Assignment, as amended by this Amendment, is valid and subsisting.

6. Applicable Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of law rules or principles.

7. Successors. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

8. Severability. In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. Construction.

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

(b) The headings of this Amendment are for convenience only and shall not define or limit the provisions hereof.

(c) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

10. Trustee Exculpation. This Amendment is executed by Trustee, not personally, but as trustee aforesaid, and all of the terms, provisions and conditions to be performed hereunder by said

Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against Trustee by reason thereof; provided, however, that nothing herein shall modify or discharge the personal liability and responsibility of the Beneficiary or of any other person or entity under the Loan Documents or in connection therewith.

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

TRUSTEE:
U.S. BANK, FKA STEEL CITY NATIONAL BANK OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated October 10, 1988 and known as Trust No. 3059

BY: _____

ITS: VICE PRESIDENT

BENEFICIARY:
MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

BY: DISCOVERY SOUTH GROUP, LTD. an Illinois corporation, General Partner

BY: _____

ITS: VICE PRESIDENT

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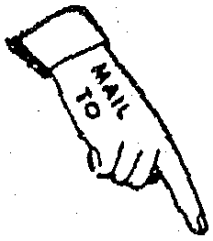

This instrument was prepared by and when recorded return to:

Albert A. Stroka
Heritage Bank
12015 South Western Avenue
Blue Island, Illinois 60406

DEPT-01 RECORDING $37.50
T#0004 TRAN 8980 11/15/94 09:08:00
#4675 # LF *-94-967515
COOK COUNTY RECORDER

STATE OF ILLINOIS, }
} SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said county, in the state aforesaid do hereby certify that Marilyn J. Divine as Vice President of U.S. Bank, 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, sealed and delivered the said instrument as such officer of said U.S., as her free and voluntary act and as the free and voluntary act and deed of said U.S. Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of November, 1994

Margaret Ann Dixon
Notary Public

OFFICIAL SEAL
MARGARET ANN DIXON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 25,1998

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STATE OF ILLINOIS, }
} SS.
COUNTY OF COOK }

I, WILLIAM P. GASTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAMES P. GIERACHE, Vice President of Discovery South Group, Ltd., an Illinois corporation ("Corporation"), the general partner of Music Center Associates Limited Partnership, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said Partnership 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 9TH day of NOVEMBER, 1994.

"OFFICIAL SEAL"
William P. Gaston
Notary Public, State of Illinois
My Commission Expires 10/5/96

William P. Gaston
Notary Public

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Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 31-06-405-001
31-06-406-001

PARCEL 2:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 89°-58'-42" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 0°-00'-45" EAST, ALONG THE LAST DESCRIBED LINE, 772.36 FEET; THENCE NORTH 89°-56'-22" EAST 750.37 FEET; THENCE SOUTH 58°-10'-54" EAST 679.96 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 0°-03'-20" WEST, ALONG THE LAST DESCRIBED LINE, 415.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 31-07-201-002

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°-58'-16" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 1328.90 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0°-00'-45" WEST ALONG THE LAST DESCRIBED LINE 364.17 FEET; THENCE NORTH 89°-58'-16" WEST 2391.37 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 750.00 FEET AND A CHORD THAT BEARS NORTH 81°-10'-10" WEST A CHORD DISTANCE OF 229.53 FEET, AN ARC LENGTH OF 230.43 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 930.74 FEET AND A CHORD THAT BEARS NORTH 61°-52'-45" WEST A CHORD DISTANCE OF 338.85 FEET, AN ARC LENGTH OF 340.75 FEET TO THE SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY AS PER DOCUMENT NO. 11231373; THENCE NORTH 44°-46'-37" EAST ALONG THE LAST DESCRIBED LINE 134.12 FEET; THENCE SOUTH 45°-13'-27" EAST, 63.67 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 472.00 FEET AND A CHORD THAT BEARS SOUTH 58°-47'43" EAST A CHORD DISTANCE 221.53 FEET, AN ARC LENGTH OF 223.61 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 650.00 FEET AND A CHORD

THAT BEARS SOUTH 81°-10'-10" EAST A CHORD DISTANCE OF 198.92 FEET, AN ARC LENGTH OF 199.71 FEET; THENCE SOUTH 89°-58'-16" EAST, 1062.64 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 0°-01'-48" WEST ALONG THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 31-07-200-002
& part 31-07-102-001
& part 31-07-101-001