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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURNED TO:

Heller First Capital Corp.
500 West Monroe, 16th floor
Chicago, Illinois 60661
Attn: Central Documentation Dept.

SBA Loan # PLP 197-037-4007-CHI
HFCC Loan #7035

RECORDING FEE \$37.00
PROPERTY TAX \$12,400.00
SBA # 98-498-885790
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of this 30th day of JUNE, 1998 by 1455 South Michigan Avenue Enterprise, an Illinois general partnership ("Assignor") whose address is 1455 South Michigan Avenue, Chicago, Illinois 60605 to Heller First Capital Corp. ("Assignee") whose address is 500 West Monroe Street, 16th Floor, Chicago, Illinois 60661.

1. Definitions.

"Mortgage": The Mortgage dated JUNE 30, 1998 executed by Assignor and being recorded concurrently herewith in Official Records of Cook County which encumbers the Property.

"Leases": All of the leases, subleases, tenancies, and quaranties, present and future, and all amendments, extensions and renewals thereof for all or any part of the Property.

"Loan Agreement": The Small Business Administration Authorization and Loan Agreement dated April 9, 1998 and the Construction Loan Agreement dated JUNE 30, 1998 between Assignor and Assignee.

"Loan Documents": The Note, the Loan Agreement, the Mortgage and any loan documents relating to or securing the Note.

"Property": The real estate described in Exhibit A attached hereto, together with all improvements thereon.

"Note": The promissory note dated JUNE 30, 1998 in the original principal amount of \$1,000,000.00 delivered to Assignee by Assignor.

"Rents": All of the rents, income, receipts, revenues, issues and profits, and prepayments of the same including, without limitation, lease termination, cancellation or similar fees now due or which may become due or to which Assignor may now or shall hereafter become entitled or which it may demand or claim and arising directly or indirectly from the Leases or the Property.

"Schedule": The Schedule of Leases attached hereto as Exhibit B listing all present leases, subleases, tenancies and occupants of the Property.

BOX 333-CTI

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"Tenant(s)": Any present or future tenant, subtenant or occupant of the Property.

All other capitalized terms used herein, unless otherwise specified, shall have the same meaning as described to them in the Loan Agreement.

2. Assignment. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, convey, and deliver unto Assignee:

- (a) All of Assignor's right, title and interest in all of the Leases;
- (b) The immediate and continuing right to collect and receive all of the Rents; and
- (c) Any and all rights and claims of any kind that Assignor may have now or in the future against any Tenant.

To have and to hold the same unto Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided.

3. Absolute Assignment. The parties intend that this Assignment shall be a present, absolute, and unconditional assignment and shall, immediately upon execution, give Assignee the right to collect the Rents and to apply them in payment of the principal, interest and all other sums payable under the Loan Documents. Such assignment and grant shall continue in effect until the Indebtedness is paid in full. Subject to the provisions set forth herein and in the Mortgage and provided there is no Event of Default, Assignee grants to Assignor a license to enforce the Leases and collect the Rents as they become due (excluding however, any lease termination, cancellation or similar payments which Assignor agrees shall be held in trust and turned over to Assignee for credit to principal under the Loan). Assignor shall deliver such other Rents to Assignee as are necessary for the payment of principal, interest and other sums payable under the Loan Documents as such sums become due.

Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any security or collateral for the Loan; however, nothing herein contained shall prevent Assignee from exercising any other right under any of the Loan Documents.

4. Power of Attorney. Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor to demand and collect any and all Rents and to file any claim or take any other action or proceeding and make any settlement regarding the Leases. All Tenants are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to such Tenants, all amounts due Assignor pursuant to the Leases. All Tenants are expressly relieved of all duty, liability or obligation to Assignor in respect of all payments so made to Assignee or such nominee.

5. Consideration. This Assignment is made for and in consideration of the loan made by Assignee to Assignor as set forth in the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

6. Indemnity. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees, costs and

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expenses which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands which may be asserted against Assignee by reason of any term, covenant or agreement contained in any of the Leases, except for any such liability, loss or damage resulting solely from Assignee's gross negligence or willful misconduct.

7. Performance of Lease Covenants. Assignee may, at its option, upon prior notice to Assignor (except in the event of an emergency) perform any Lease covenant for and on behalf of Assignor, and all monies expended in so doing shall be chargeable to Assignor and added to the outstanding principal balance and shall be immediately due and payable.

8. Representations and Warranties. Assignor represents and warrants:

(a) The Leases are in full force and effect and have not been modified;

(b) There are no defaults, defenses or setoffs of either landlord or, to the best of Assignor's knowledge, tenant under the Leases nor, to the best of Assignor's knowledge, is there any fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases;

(c) The sole ownership of the entire landlord's interest in the Leases is vested in Assignor and the Leases have not been otherwise assigned or pledged;

(d) All Rents due to date have been collected, no Rent has been collected more than one (1) month in advance, and no Tenant has been granted any Rent concession or inducement whatsoever; and

(e) There are no leases of the Property not listed on the Schedule.

9. Covenants and Agreements. Assignor hereby covenants and agrees as follows:

(a) Assignor shall not permit any Rent under any Lease of the Property to be collected more than one (1) month in advance of the due date thereof;

(b) Assignor shall act in a commercially reasonable manner to enforce all available remedies against any delinquent Tenant to protect the interest of the landlord under the Leases and to preserve the value of the Property;

(c) Assignor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases. Assignor shall give notice to Assignee of any default by Assignor under any Lease or by any Tenant under any non-residential Lease in such time to afford Assignee an opportunity to cure any such default prior to the Tenant having any right to terminate the Lease. Assignor shall also provide Assignee with notice of the commencement of an action of ejectment or any summary proceedings for dispossession of the Tenant under any of the Leases;

(d) Assignor shall furnish promptly to Assignee the original or certified copies of all Leases now existing or hereafter created. Assignee shall have the right to notify any Tenant at any time and from time to time of any provision of the Loan Documents;

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(e) Assignor shall not permit any Leases to be made of the Property or existing Leases to be modified, terminated, extended or renewed without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed. At Assignee's request, Assignor shall cause the Tenant under any Lease to execute a subordination, non-disturbance and attornment agreement in form and substance reasonably satisfactory to Assignee;

(f) Assignor shall not without the prior written consent of Assignee: (i) perform any act or execute any other instrument which might interfere with the exercise of Assignee's rights hereunder; (ii) execute any assignment, pledge or hypothecation of Rents or any of the Leases; (iii) suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;

(g) This Assignment transfers to Assignee all of Assignor's right, title, and interest in any security deposits, provided that Assignor shall have the right to retain the security deposit so long as there is no Event of Default under this Assignment or the Loan Documents. Assignee shall have no obligation to any Tenant with respect to its security deposit unless and until Assignee comes into possession and control of the deposit;

(h) Assignor shall use reasonable to efforts to deliver to Assignee, promptly upon request, a duly executed estoppel certificate from any Tenant in form and content satisfactory to Assignee; and

(i) Assignee may assign its right, title and interest in the Leases and any subsequent assignee shall have all of the rights and powers provided to Assignee by this Assignment.

10. No Obligation. This Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of the landlord or Assignor provided in any Lease. Assignor hereby acknowledges and agrees: (i) Assignor is and will remain liable under the Leases to the same extent as though this Assignment had not been made; and (ii) Assignee has not by this Assignment assumed any of the obligations of Assignor under the Leases, except as to such obligations which arise after such time as Assignee shall have assumed full ownership or control of the Property. This Assignment shall not make Assignee responsible for the control, care, management, or repair of the Property or any personal property or for the carrying out of any of the terms of the Leases. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the Property.

11. Tenant Bankruptcy. In the event any Tenant should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of any Lease, Assignor covenants and agrees no settlement for damages shall be made without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, and any check in payment of damages for rejection of any Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that it will duly endorse to the order of Assignee any such check.

12. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Assignment:

(a) failure of Assignor to pay when due any of the Indebtedness, including any payment due under the Note; or

(b) failure of Assignor to strictly comply with Sections 9(a) and (f) of this Assignment; or

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(c) breach of any covenant (other than those covenants set forth in subsection (b) above), representation or warranty set forth in this Assignment which is not cured within ten (10) days after notice; provided, however, if such breach cannot by its nature be cured within ten (10) days, and Assignor immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; or

(d) the occurrence of an Event of Default under any other Loan Documents.

13. Remedies. Upon the occurrence of an Event of Default, then, without notice to, or the consent of, Assignor Assignee shall be entitled to exercise all of the rights and remedies contained in this Assignment or in any other Loan Document or otherwise available at law or in equity including, without limitation, the right to do any one or more of the following:

(a) To enter upon, take possession of and manage the Property for the purpose of collecting the Rents;

(b) Dispossess by the usual summary proceedings any Tenant defaulting in the payment thereof to Assignor;

(c) Lease the Property or any part thereof;

(d) Repair, restore, and improve the Property;

(e) Apply the Rent after payment of Property expenses as determined by Assignee to Assignor's indebtedness under the Loan Documents; and

(f) Apply to any court of competent jurisdiction for specific performance of this Assignment, an injunction against the violation hereof and/or the appointment of a receiver.

14. No Waiver. Neither the exercise of any rights under this Assignment by Assignee nor the application of any Rents to payment of Assignor's indebtedness under the Loan Documents shall cure or waive any Event of Default thereunder. Failure of Assignee to avail itself of any of the terms of this Assignment for any period of time or for any reason shall not constitute a waiver of the Assignment.

15. Other Documents. This Assignment is intended to be supplementary to, not in substitution for, or in derogation of, any assignment of rents contained in the Mortgage or in any of the Loan Documents.

16. Notices. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as first set forth above and shall be effective (i) when actually delivered, (ii) when deposited with a nationally recognized overnight courier or (iii) when deposited in the United States Mail, first class, certified or registered, postage prepaid. Any party may change its address for notices under this Assignment by giving written notice to the other party as set forth above.

17. Applicable Law. This Assignment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Illinois without regard to conflicts of law principles. This

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Assignment shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by writing signed by each of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed this Assignment or has caused the same to be executed by its duly authorized representatives as of the date first set forth above.

ASSIGNOR:

1455 South Michigan Avenue Enterprise,
an Illinois general partnership

By: 
George E. Specht, General Partner

By: 
William Bonaparte, Jr., General Partner


George E. Specht, Individually


William Bonaparte, Jr., Individually

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On June 30, 1998, before me, Reginald Cunningham notary public, personally appeared George E. Spracht personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by his/hers/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Reginald Cunningham

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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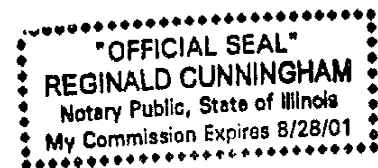
STATE OF ILLINOIS
COUNTY OF COOK

On June 30, 1998, before me, Reginald Cunningham notary public, personally appeared William Bonaparte, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by his/hers/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Reginald Cunningham

(Seal)



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CLERK OF
COURT
COUNTY OF COOK
ILLINOIS

CLERK OF COURT

CLERK OF
COURT
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CLERK OF COURT
COUNTY OF COOK
ILLINOIS

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EXHIBIT "A"

PARCEL 1:

LOTS 29 AND 30 IN THE SUBDIVISION OF LAVANTIA SPRING ADMINISTRATRIX IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH AS IS TAKEN FOR PUBLIC ALLEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 48 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING IN THE EAST LINE OF MICHIGAN AVENUE AT A POINT 12.233 CHAINS NORTH OF THE SOUTH LINE OF SAID FRACTIONAL 1/4 SECTION (SAID POINT BEING ON THE SOUTH LINE OF LAND FORMERLY OF GILES SPRING) RUNNING THENCE EAST 160 FEET; THENCE SOUTH 25.70 FEET; THENCE WEST 160 FEET TO THE EAST LINE OF MICHIGAN AVENUE AND THENCE NORTH 25.70 FEET TO THE POINT OF BEGINNING, BEING THE SAME AS ALL OF LOT 4 IN BLOCK 20 OF ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID (EXCEPT THAT PART TAKEN FOR PUBLIC ALLEY), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 AND 2 IN FOSTER AND BUSBY'S SUBDIVISION OF LOTS 11 TO 14 OF ASSESSOR'S DIVISION OF LOTS 2 AND 3 OF BLOCK 20 AND 8.94 FEET NORTH OF AND ADJOINING SAME OF ASSESSOR'S DIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROP. 1455 South Michigan Avenue,
Chic 290 IL 60605

PIN# 17-22-108-012; 013; 014; 015

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[Handwritten signatures and stamps]

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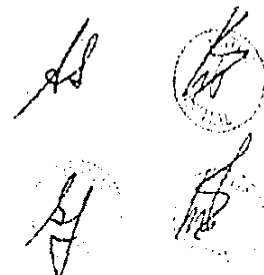
EXHIBIT B

SCHEDULE OF LEASES

Lessee: Bonaparte Corporation, an Illinois corporation
Date of lease: February 1, 1998

Sublessee: Voytek Kubalski dba Voytek Studio
Date of sublease: November 10, 1988

Sublessee: Visual Impressions
Date of sublease: May 15, 1994



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