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CERTIFICATE OF SECRETARY OF OPUS CORPORATION

I, the undersigned, Secretary of Opus Corporation, a Minnesota corporation, do hereby certify that the Limited Executive Committee of the Board of Directors of the Corporation, pursuant to the authority vested in said Committee by the Board of Directors of the Corporation at Regular Meetings held June 6, 1978 and April 27, 1989, adopted the following resolution by written action effective March 30, 1990, and that said resolution has not been altered, amended or revoked, and is in full force and effect.

RESOLVED, That the execution and delivery by Gene Haugland, President, and James L. Tucker, Secretary of Opus Corporation, of that certain Warranty Deed to Opus North Corporation, an Illinois corporation, dated March 30, 1990, conveying the following described property:

That part of LOT EIGHT HUNDRED SIX in Kensington Center
Resubdivision Twenty Eight described as follows: falling within
Lot 803 in Kensington Center Resubdivision Twenty One.----- (806)-----

In Kensington Center-Resubdivision Twenty Eight in part of the Northeast Quarter (1/4) of
Section 35, Township 42 North, Range 11, East of the Tenth Principal Meridian, Cook
County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles
of Cook County, Illinois, on January 10, 1990, as Document Number 24325.07

and the execution and delivery of such other instruments and documents required by or deemed necessary or appropriate by them in connection with that conveyance of real property are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned has hereunto set his name and affixed the seal of said Corporation this 30th day of March, 1990.


James L. Tucker

OK

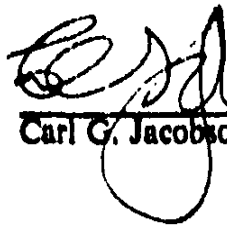
CERTIFICATE OF SECRETARY

The undersigned, as Secretary of Opus North Corporation, an Illinois corporation ("Corporation"), hereby certifies that all of the members of the Executive Committee of the Corporation adopted the following resolution, effective as of November 8, 1990, and the same has not been rescinded or modified and is presently in full force and effect:

RESOLVED, That James P. Nygaard, President of Opus North Corporation, and Carl G. Jacobson, Secretary of Opus North Corporation, shall be, and they hereby are, authorized to accept that certain Warranty Deed from Opus Corporation, a Minnesota corporation, conveying the following described property, and to execute and deliver such other instruments and documents required by or deemed necessary or appropriate by them in connection with that conveyance of the following described real property:

That part of LOT EIGHT NINE ONE SIX in Kensington Center
Resubdivision Twenty Eight described as follows: falling within
Lot 803 in Kensington Center Resubdivision Twenty One----- (804)-----

-- in Kensington Center-Resubdivision Twenty Eight in part of the Northeast Quarter (1/4) of
Section 35, Township 42 North, Range 11, East of the 7th Principal Meridian, Cook
County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles
of Cook County, Illinois on January 10, 1990, as Document Number 36772.-----



Carl G. Jacobson

9
CERTIFICATE OF CORPORATE RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
OPUS NORTH CORPORATION

I, the undersigned, Secretary of Opus North Corporation (herein called the "Company"), do hereby certify that the Company is duly organized and existing under the laws of the State of Illinois; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is fully qualified or licensed and in good standing to do business in all jurisdictions in which the nature of its business or the character of its property requires it to be qualified or licensed; that there is no provision of the Articles of Incorporation or Bylaws of the Company limiting the power of the Board of Directors to pass the resolutions set forth below; that such resolutions were duly adopted by the ~~Board of Directors~~ ^{EXECUTIVE COMMITTEE} of the Company on November 6, 1990; that such resolutions have not been altered, amended, rescinded or repealed and are now in full force and effect; and that the resolutions set forth below are a true and correct copy of the resolutions referred to above:

RESOLVED, that the form, terms and provisions of the 805 Kensington Substitute Individual Promissory Note (the "805 Kensington Note"), the 805 Kensington Mortgage and Security Agreement (the "Mortgage"), the 805 Kensington Assignment of Rents and Lessor's Interest in Leases (the "Assignment of Rents"), and two Financing Statements in the form submitted to the Company by GWL Properties, Inc. (herein called "Lender") providing for the substitution of collateral for the loan described in a Loan Agreement dated September 29, 1989, as amended (the "Loan Agreement") between Lender and Adlarb Real Estate Investment Partnership (herein called "Borrower"), a Minnesota general partnership and all upon the terms and conditions therein set forth, are hereby in all respects approved, and that any one of the Chairman of the Board of Directors, the President, any Vice President or the Secretary of the Company is hereby authorized and directed, for and in the name of and on behalf of the Company to execute and deliver the Mortgage, Assignment of Rents and Financing Statements, with such changes therein as the officer may approve, such approval to be

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[Faint, illegible text from a document, possibly a court order or legal notice, is visible in the background.]

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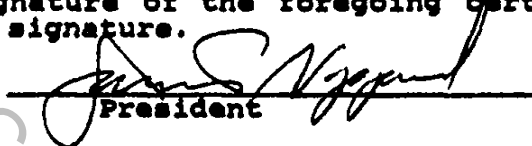
documents (with Exhibits) submitted to the Board of Directors of the Company in connection with the foregoing resolutions and approved by them.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Company on November 7, 1990.


Secretary

CERTIFICATE OF PRESIDENT

I, the undersigned, President of Opus North Corporation (the "Company"), hereby certify (i) that all of the statements and certifications made by the Secretary in the foregoing certificate are true and correct; (ii) that Carl G. Jensen is the duly elected, authorized and acting Secretary of the Company; and (iii) that the signature of the foregoing certificate is the Secretary's genuine signature.


President

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(g) Fixtures: Mortgagor's interest in all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the buildings or the land, including but not limited to any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appliances and equipment, dishwashers, refrigerators, ranges and ovens, and recreational equipment and facilities of all kinds,

(2) Event of Default: Any happening or occurrence described in Article 6 below.

(e) Approved Sum: The amounts to be paid by Mortgagor to or a fund for the payment of impositions (as defined in Paragraph 1.1(k) hereinafter) and insurance premiums for the mortgaged property.

(d) Intentionally Deleted.

(c) Buildings: Any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and Mortgagor's interest in any and all additions, alterations, betterments or appliances thereto, now or at any time hereafter situated, placed or constructed upon the land (as defined in Paragraph 1.1(k) hereinafter) or any part thereof, and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto.

(b) Assignment of Rents: The Assignment of Rents and Lessor's interest in Leases dated or even date herewith by and between Mortgagor and Mortgagor.

(a) Affiliate: Any corporation, partnership, association or other entity controlled by, controlling, or under common control with the applicable party. "Control" as used in this definition of Affiliate shall require the ownership of at least fifty percent (50%) of the beneficial ownership interests of the controlled entity.

1.1 Definitions: As used herein, the following terms shall have the following meanings:

Article 1
DEFINITIONS

This MORTGAGE AND SECURITY AGREEMENT, hereinafter referred to as "Mortgage" is entered into effective as of Nov 9, 1990 by OPUS NORTH CORPORATION, an Illinois corporation (hereinafter referred to as "Mortgagor"), having its address for notice as set forth in Paragraph 12.1, to GML PROPERTIES, INC., a Colorado corporation, having its address for notice as set forth in Paragraph 12.1, and the subsequent holder or holders, from time to time, of the Note, as defined in Paragraph 1.1(x) hereinafter (hereinafter referred to as "Mortgagee").

MORTGAGE AND SECURITY AGREEMENT

805 KENSINGTON

ILLINOIS PROPERTY
Pool #2

3925864

1985864

Production attached

NOTE IDENTIFIED

Nov 9 1990

(m) Local Regulations: (1) Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to mortgagor or the mortgaged property, including without limitation, those applicable to (x) the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the mortgaged property, (y) the accessibility of such mortgaged property to handicapped

(n) All of mortgagor's interest in any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a part of the mortgaged property, and all other agreements, which in any way relate to the use, occupancy or enjoyment of the mortgaged property, or any portion thereof, and all claims and causes of action inuring to the benefit of mortgagor with respect thereto, save and except any and all leases, subleases or other agreements pursuant to which mortgagor is granted title to ownership of or a possessory interest in the land, together with any amendments, extensions, renewals and replacements of any of the foregoing.

(o) Land: The real estate or interest therein described in Exhibit "A" attached hereto, all buildings and fixtures and all rights, titles, interests, warranties, claims, and causes of action inuring to the benefit of mortgagor appurtenant thereto and arising therefrom.

(p) Indebtedness: All principal, interest and other amounts, payments, premiums and penalties now or hereafter due under the Note and the Note or advanced by mortgagor pursuant to the Security Documents (as defined in Paragraph 1.1(n) hereinafter) and all other and future amounts due and owing now or hereafter from mortgagor to mortgagee pursuant to the Security Documents, including without limitation all funds hereafter advanced by mortgagee to or for the benefit of mortgagor, as contemplated by any covenant or provision herein contained or for any other purpose, it being contemplated that mortgagor may hereafter become indebted to mortgagee in furtherance of the principal amount of the indebtedness secured hereby shall not exceed at any one time in the aggregate \$62,758,000.00. Effective as of the effective date of any written notice sent pursuant to Paragraph 5.1(a)(y) of the Loan Agreement which designates the substitute individual notes, the term "indebtedness" shall not include sums due under the Master Note or any sums due under the Loan Agreement or Security Documents which do not relate to either the substitute individual notes or the mortgaged properties securing the substitute individual notes.

(q) Impositions: All real estate and personal property taxes, taxes on Rents and other charges and assessments on the mortgaged property, the use or occupancy thereof or Rents therefrom, or for any assessment, license or agreement maintained for the benefit of the mortgaged property and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which it not paid entitle the taxing, charging or assessing party the right to impose a lien upon the mortgaged property.

(r) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (Federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

and all warranties, claims and causes of action inuring to the benefit of mortgagor with respect thereto.

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(p) Note: The promissory note executed on even date herewith by Maker payable to the order of Mortgagee in the amount of SEVEN MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$7,450,000.00) with interest accruing thereon at the rate of nine percent (9%) per annum, due on September 30, 1994 (provided, that under certain conditions Maker may extend the final maturity

(o) Mortgage: The above defined Mortgagee and any and all subsequent owners of the Mortgaged Property (as defined in Paragraph 1.1(n) hereinaabove).

As used in this Mortgage, the term "Mortgaged Property" shall be expressed as meaning all, or where the context permits or requires any portion, of the property described in this Paragraph 1.1(n), and all or, where the context permits or requires any, interest therein and all proceeds therefrom.

(iv) any and all proceeds from the Land, Buildings, Fixtures, Personally, Service Contracts and other property described in this Paragraph 1.1(n).

(iii) all of Mortgagee's right, title and interest in and to any awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any governmental Authority to the present or any subsequent owner of the Land, Buildings, Fixtures or personally, including those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings; and

(ii) all right, title and interest of Mortgagee in and to any betterments, additions, improvements, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and

(i) all right, title and interest of Mortgagee in and to any rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances including but not limited to all water and riparian rights, and all right, title and interest of Mortgagee in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

(n) Mortgaged Property: The Land, Buildings, Fixtures, Personally (as defined in Paragraph 1.1(m) hereinaabove), Service Contracts, Leases, Rents, and Escrowed Sums together, with:

persons and (z) the effect of the Mortgaged Property or its operation on the environment, including without implied limitation, the rules and regulations of the Federal Environmental Protection Agency, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the states, rules and regulations of the state where the Land is located (herein called the "Environmental Requirements"), and (ii) Mortgagee's presently or subsequently effective organizational documents, as amended from time to time, whether they be Bylaws and Articles of Incorporation, or agreement of Partnership, Limited Partnership, Joint Venture, Trust or other form of business association. "Property Specific Legal Requirements" shall mean (i) Legal Requirements relating to accessibility of the Mortgaged Property to handicapped persons, (ii) applicable building codes, (iii) zoning ordinances, (iv) Legal Requirements relating to fire, safety and health standards and requirements for the Mortgaged Property, and (v) those Legal Requirements, the compliance with which should be required to obtain a building permit or certificate of occupancy for the improvements on the Mortgaged Property. "General Legal Requirements" shall mean all legal requirements other than Property Specific Legal Requirements.

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for two years pursuant to the terms of the Note, and secured, in part, by this Mortgage, and any and all renewals, rearrangements, modifications, amendments or extensions or other provisions of such promissory note or of any promissory note or notes given hereunder.

(b) Obligations: Any and all of the covenants, warranties, representations and other obligations (other than to repay the Indebtedness) now or hereafter made or undertaken by Mortgagee or others as set forth in the security documents (as defined in Paragraph 1.1(n) hereinafter), or in any lease, sublease or other agreement pursuant to which Mortgagee is granted a possessory interest in the Land.

(c) Permitted Encumbrances: The outstanding items, easements, building lines, restrictions, security interests and other matters (if any) as reflected on Exhibit "B" attached hereto, the items and security interests created by the security documents, and any items and security interests held by a permitted junior lender as permitted pursuant to Article 11 hereof.

(d) Mortgagee's Lien: All of the right, title and interest of Mortgagee in and to all: (i) furniture, furnishings, equipment, machinery, appliances, and goods, now or hereafter located upon or within the Land or the buildings, excluding, however, any such items or property located in the management office, if any, of Mortgagee, or one corporation, or open corporation, or any of their Affiliates, located in the buildings or related to the operation of any such management office; (ii) general intangibles, accounts, contract rights, inventory and all warranties, claims and causes of action inuring to the benefit of Mortgagee with respect thereto, proceeds (including without implied limitation, all insurance awards, and all proceeds therefrom and settlements) existing out of or resulting from or apportioned to Mortgagee's ownership of the Land, buildings, fixtures, leases, service contracts, or the items described in clause (i) above; (iii) all other personal property (other than the fixtures) of any kind or character as defined in and subject to the provisions of the Illinois Uniform Commercial Code-secured transactions, now or hereafter located upon or within the Land or the buildings; and (iv) accessories, appurtenances and substitutions to or for items described in clauses (i), (ii) and (iii) above and the proceeds thereof and therefrom. Notwithstanding the foregoing, personally shall include general intangibles or contract rights owned by Mortgagee and located upon the Land and/or buildings only if such are used in connection with, or related to, the Mortgagee's business. Notwithstanding the foregoing, personally shall not include the name or logo of Mortgagee or Mortgagee's Affiliates.

(e) Rents: All of the rents, security deposits, revenues, income, proceeds, profits and other benefits paid or payable by parties to the leases other than Mortgagee for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgagee property or any portion thereof, and all claims and causes of action inuring to the benefit of Mortgagee with respect thereto.

(f) Security Documents: The Master Note, the Note, the Loan Agreement, this Mortgage, the Assignment of Rents and Lessor's interest in Leases relating to the Mortgagee property (the "Assignment of Rents"), dated or even date herewith, the two Financing Statements of even date herewith relating to the Mortgagee property (the "Financing Statements"), and any and all other documents now or hereafter executed by Mortgagee, Maker or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the obligations; but, effective as of the effective date of any written notice sent pursuant to Paragraph 5.1(a)(y) of the Loan

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(dd) Substitute Cash Collateral: The cash amounts paid by Maker as a release price for the mortgaged property pursuant to the Loan Agreement.

(cc) Master Note: The consolidated and Restated Master Promissory Note dated effective August 1, 1990, executed by Maker payable to the order of Mortgagee in the amount of SIXTY-TWO MILLION SEVEN HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$62,758,000.00), due on September 30, 1994 (provided, that under certain conditions Maker may extend the final maturity for two years pursuant to the terms of the Master Note), and any and all renewals, rearrangements, modifications, reamortizations, enlargements, or extensions of such consolidated and Restated Master Promissory Note or of any promissory note or notes given hereafter.

(bb) Loan Agreement: The Loan Agreement dated September 29, 1989 by and between Maker and Mortgagee, as amended by the first Amendment and Modification of Loan Agreement dated effective August 1, 1990 and a second Amendment and Modification of Loan Agreement dated of even date herewith, relating to agreements concerning, among other things, the indebtedness and security documents, together with any future amendments thereto.

(aa) Escrow Agreement: The Escrow Agreement by and among Maker, Mortgagee and the Escrow Agent concerning the Cash Collateral and the substitute cash collateral.

(z) Escrow Agent: Northwest Bank of Minnesota, N.A., or its successors or assigns pursuant to the Escrow Agreement.

(y) Maker: Adair Real Estate Investment Partnership, a Minnesota general partnership, having its address for notice as set forth in Paragraph 12.1 hereof.

(x) Cash Collateral Account: The account into which Escrow Agent shall receive and retain the Cash Collateral.

(w) Cash Collateral: The cash deposited with Escrow Agent pursuant to the terms of the Loan Agreement.

(v) Service Contracts: Mortgagor's right, title and interest in and to any and all utility contracts, maintenance agreements, service contracts, insurance policies, fidelity bonds, indemnity bonds, construction contracts, engineers, designers and architect contracts, bonds (performance, payment or otherwise), escrows (for lien claims), tenant finish or other (like) and all other agreements executed at any time which in any way relate to the use, operation, maintenance, enjoyment or ownership of the land, building, fixtures, personally or other portions of the mortgaged property, and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto, save and except the leases and any and all agreements pursuant to which Mortgagor is granted title to, ownership of or a possessory interest in the land. Notwithstanding the foregoing, service contracts shall not include any service contracts in which the provider of services is Mortgagor, opus corporation, or any of their affiliates.

Agreement which designates the substitute individual notes, the term "security documents" shall include only the substitute individual notes, the mortgage, the assignment of rents, the financing statements, all deeds of trust, security agreements, assignments of rents and all other security instruments securing the substitute individual notes, and any other documents executed by Mortgagor, Maker or others which evidence or secure only the substitute individual notes (or one or more of them) and relate only to the mortgaged properties securing the substitute individual notes (or one or more of them).

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3.3 Taxes and other payments: Mortgagor has filed all Federal, state, county, municipal and other tax returns

3.2 Validity of Security Documents: The execution, delivery and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Note, (a) are within Mortgagor's authority and power and have been duly authorized by Mortgagor's Board of Directors, and all other requisite corporate action, (b) have received all (if any) requisite prior governmental approval in order to be legally binding and enforceable in accordance with the terms thereof, subject to the provisions of applicable laws, and (c) will not violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time, or both) a default under, any legal requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets, except as contemplated by the provisions of the Security Documents. The Security Documents constitute the legal, valid and binding obligations of Mortgagor and others obligated under the terms of the Security Documents, in accordance with their respective terms, subject to the provisions of applicable laws.

3.1 Organization and Power: Mortgagor (a) is a corporation duly organized, validly existing and in good standing under the laws of the state of Illinois, and has complied or will comply with all conditions prerequisite to its doing business in the state where the land is situated, on or before the time such state takes action with respect to any noncompliance, and (b) has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and documentation to own, lease and operate its properties and to carry on its business as now being, and as proposed to be, conducted.

Mortgagor hereby unconditionally warrants and represents to

WARRANTS AND REPRESENTATIONS Article 3

2.1 Grant: To secure the full and timely payment of the indebtedness and the full and timely performance and discharge of the obligations, Mortgagor has GRANTED, BARGAINED, SOLD, MORTGAGED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, MORTGAGE and CONVEY, to the matters reflected in Exhibit "A", TO HAVE AND TO HOLD the mortgaged property unto Mortgagor forever, and Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the mortgaged property unto Mortgagor against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Mortgagor, but not otherwise; provided, however, that if Mortgagor shall pay (or cause to be paid) the indebtedness and shall perform and discharge (or cause to be performed and discharged) the obligations, then the liens, security interests, estates and rights granted by the Security Documents shall terminate and be released by Mortgagor, otherwise same shall remain in full force and effect.

GRANT Article 2

(ee) Substituted Cash Collateral Account: The account into which the Escrow Agent shall receive and retain the substitute cash collateral. (ff) Substituted Individual Note: The substitute individual notes defined in the Loan Agreement, including the Note. (gg) Mortgaged Properties: The mortgaged properties defined in the Loan Agreement.

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3.8 Information: All information, reports, papers and data given to Mortgagee with respect to the Mortgaged Property, by Mortgagee, Maker or others obligated under the terms of the Security Documents are (to the best of Mortgagee's knowledge) accurate, complete and correct in all material respects and do

3.7 Title to Mortgaged Property and Lien of this Instrument: Mortgagee has good and indefeasible title to the Land and Buildings in fee simple, and good and marketable title to the fixtures and Personalty, free and clear (to the best of Mortgagee's knowledge) of any liens, charges, encumbrances, security interests and adverse claims whatsoever except the permitted Encumbrances. This Mortgage constitutes a valid, subsisting, first lien mortgage on the Land, the Buildings and the fixtures and a valid, subsisting first security interest in and to the Personalty, Service Contracts, Leases, Rents and Escrowed sums, all in accordance with the terms hereof.

3.6 Litigation: There are no actions, suits or proceedings pending, or to the knowledge of Mortgagee threatened, against or affecting Mortgagee, or involving the validity or enforceability of this Mortgage or the priority of the Lien and security interest thereof, and no event has occurred (including specifically Mortgagee's execution of the Security Documents and Maker's consummation of the loan represented thereby) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time, or both) a default under, any legal requirement or result in the creation or imposition of any Lien, charge or encumbrance on the Land of any nature whatsoever upon any of Mortgagee's property documents other than the Lien and security interest created by the Security Documents.

3.5 Lien of the Mortgage Relating to the Mortgaged Property: Except for the permitted Encumbrances, Mortgagee shall keep and maintain the Mortgaged Property free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever provided that (with Mortgagee's consent which shall not be unreasonably withheld or delayed) Mortgagee may contest any involuntary Lien asserted or imposed against the Mortgaged Property if Mortgagee provides a bond sufficient for the payment thereof and takes all necessary action to prevent a foreclosure of such involuntary Lien. Except as may be otherwise set forth herein, the Mortgage constitutes a valid, subsisting, first lien deed of trust on the Land, the Buildings and the fixtures and a valid, subsisting first security interest in and to the Personalty, Service Contracts, Leases, Rents and Escrowed sums, all in accordance with the terms hereof.

3.4 Commercial Purpose: Intentionally Deleted.

3.5 Lien of the Mortgage Relating to the Mortgaged Property: amount can be perfected as a Lien against the Mortgaged Property. be payable in connection therewith, such that no such claimed claim together with interest thereon and any expenses which may Mortgagee a bond or payment reserve sufficient to pay any such and withheld payment of same, provided Mortgagee provides to incoercibly or involuntarily asserted against the Mortgaged Property any claim for materials or services which Mortgagee believes to be created. Notwithstanding the foregoing, Mortgagee may contest same against Mortgagee currently exists or will be permitted to furnished or installed in the Mortgaged Property and no claim for supplies, personal property (whether or not forming a fixture Mortgagee or claimed against Mortgagee for labor, material, Mortgagee has paid or will pay in full all sums owing by any additional assessment in respect of any such taxes. assessments received by it, and Mortgagee knows of no basis for have become due pursuant to such returns or pursuant to any required to have been filed by it and has paid all taxes which

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4.4 First Lien Status: Mortgagor will protect the first lien and security interest status of the Mortgage and, except as

to remedy same. Mortgagor thereon and estate any remedial action taken or planned noncompliance with a Legal Requirement, Mortgagor shall notify interpretations. At such time as Mortgagor becomes aware of any Authority, then compliance thereof shall be consistent with such have been interpreted in writing by the applicable governmental Mortgaged Property. If any of such general Legal Requirements improvements to, or interfere with the use or enjoyment of, the Mortgaged Property) by the applicable governmental Authority being generally enforced (or specifically enforced against the specific Legal Requirements and (b) general requirements that are with, conform to and obey) all present and future (a) Property efforts to cause third parties to promptly and faithfully comply and faithfully comply with, conform to and obey (and use its best 4.3 Compliance with Legal Requirements: Mortgagor will promptly

4.2 Extensions: Mortgagor will preserve and keep in full force and effect its existence.

4.1 Payment and Performance: Mortgagor will pay the portion of the indebtedness for which it is liable as and when called for in the security documents and on or before the due dates thereof, and will perform all of the obligations for which it is responsible, in full, on or before the later same are to be performed.

Mortgagor hereby unconditionally covenants and agrees with Mortgages as follows:

Article 4 AFFIRMATIVE COVENANTS

3.9 Compliance with Legal Requirements: The Mortgaged Property is as of the date of execution of this Mortgage in compliance with all property specific Legal Requirements. The Mortgaged Property is as of the date of execution of this Mortgage in compliance with all general Legal Requirements (with the exception of Environmental Requirements) that are being generally enforced (or specifically enforced against the Mortgaged Property) by the applicable governmental Authority. If any of such general Legal Requirements have been interpreted in writing by the applicable governmental Authority, then compliance there-with shall be determined in accordance with such interpretations. Mortgagor and its Affiliates have never used the Mortgaged Property as, and to the best of Mortgagor's knowledge, no other party has ever used the Mortgaged Property as a toxic or hazardous waste or substance disposal site. During the period of Mortgagor's (and any of its Affiliates') ownership of the Mortgaged Property, and to the best of Mortgagor's knowledge, during any other period, there have not been any toxic or hazardous wastes or substances disposed of, stored on or contained in the Mortgaged Property in any way which could subject Mortgagor, Mortgages, or any subsequent owner or lienholder of the Mortgaged Property to liability or damages under any of the Legal Requirements. Mortgagor will (and shall use its best efforts to cause third parties to) at all times comply with and conform to all Legal Requirements which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production or disposal (collectively "Treatment") of any waste, petroleum product, waste products, radioactive wastes, poly-chlorinated biphenyls, asbestos, hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste").

not omit any fact, the inclusion of which is necessary to prevent the facts contained therein from being materially misleading.

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4.7 Insurance: Mortgagor will obtain and maintain insurance upon and relating to the mortgaged property against personal injury and death, loss by fire, flood and such other hazards, casualties and contingencies (including business interruption insurance covering loss of rents for at least a six month period) as are normally and usually covered by extended coverage policies in effect in the state where the land is located and such other risks as may be specified by mortgagor, from time to time. The amount of such insurance shall be not less than 100% of the full replacement cost of the mortgaged property. Full replacement cost, as used herein, means the cost of replacing the mortgaged property, exclusive of the cost of excavations, foundations, and footings below the lowest basement floor. The amount of such full replacement cost shall be acceptable to mortgagor. Each policy shall contain a replacement cost endorsement. The insurer shall have a best insurance guide rating of not less than A-VIII. Each insurance policy issued in

4.6 Repair: Mortgagor will keep the mortgaged property in first class order and condition, and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and exterior, interior and exterior structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition. Mortgagor will also use its reasonable efforts to prevent any act or occurrence which might impact the value or usefulness of the mortgaged property for its intended usage as set forth in the security documents. In instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the mortgaged property on an emergency basis to prevent loss, damage, waste or destruction thereof, mortgagor shall proceed to construct same, or cause same to be constructed, notwithstanding anything to the contrary contained in paragraph 5.2 hereinafter provided, however, that in instances where such emergency measures are to be taken, mortgagor will notify mortgagor in writing of the commencement of same and the measures to be taken, and, when same are completed, the completion date and the measures actually taken.

4.5 Payment of Impositions and Other Payments: Subject to the provisions of Article 9, mortgagor will duly pay and discharge, or cause to be paid and discharged, the impositions relating to such mortgaged property not later than the latest of the due date thereof, or the date any fine, penalty, interest or cost may be added thereto or imposed, or the date any lien may be filed, for the nonpayment thereof (if such day is used to determine the due date of the respective item); provided, however, that mortgagor may, if permitted by law and if such installment payment would not create or permit the filing of a lien against the mortgaged property, pay the impositions in installments whether or not interest shall accrue on the unpaid balance of such impositions. Mortgagor will pay in full (except for such retainages as may be permitted or required by any legal requirement or third party contract to be withheld by mortgagor pending completion of the buildings) all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a fixture hereunder) and services of every kind and character used, furnished or installed in the mortgaged property.

expressly permitted in Article 11 hereof, will not place, or permit to be placed, or otherwise mortgage, hypothecate or encumber the mortgaged property with, any other lien or security interest of any nature whatsoever (statutory, constitutional or contractual) regardless of whether same is allegedly or expressly inferior to the lien and security interest created by this mortgage and, if any such lien or security interest is asserted against the mortgaged property, mortgagor will promptly, and at its own cost and expense, pay the underlying claim in full or take such other action as to cause same to be released.

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4.8 Application of Proceeds: If the proceeds of the insurance described in Paragraph 4.7 hereinafter are to be used for restoration, repair or replacement (hereinafter referred to as the "Work") of the mortgaged property, such proceeds shall be paid out by Mortgagee (or, at Mortgagee's request, a third party disbursement agent mutually acceptable to Mortgagee and Mortgagee, who shall act under a written Disbursement Agreement) from time to time to Mortgagee (or, at the option of Mortgagee, jointly to Mortgagee and the persons furnishing labor and/or materials incident to such restoration, repair or replacement or directly to such persons) as the Work progresses, subject to the following conditions: (a) If the cost of the Work, estimated by Mortgagee shall exceed \$100,000, prior to the commencement thereof (other than Work to be performed on an emergency basis to protect the mortgaged property or prevent interference therewith), (1) an architect or engineer, approved by Mortgagee (except that a duly licensed architect or engineer who is employed full time by Adair Real Estate Investment Partnership, or one corporation, or any of their affiliates, shall not require the approval of Mortgagee), shall be retained by Mortgagee (at Mortgagee's expense) and charged with the supervision of the Work and (1) Mortgagee shall have prepared, submitted to Mortgagee and secured Mortgagee's written approval, of (such approval not to be unreasonably withheld or unduly delayed) the plans and specifications for such Work; (b) each request for payment by Mortgagee shall be made on ten (10) days prior written notice to Mortgagee (or the third party disbursement agent, if applicable) and shall be accompanied by a certificate to be made by the architect or engineer supervising the Work (if one is required pursuant to Paragraph 4.8(a) hereinafter), otherwise, by an executive officer, partner or

connection therewith shall provide by way of endorsements, riders or otherwise that (a) proceeds will be payable to Mortgagee as its interest may appear, it being agreed by Mortgagee that such payments shall be applied at the option of Mortgagee, either (1) to the restoration, repair or replacement of the mortgaged property or (1) toward the payment of the indebtedness constituted an event of default, Mortgagee shall, at Mortgagee's and Maker's request, apply such payments to the restoration, repair or replacement of the mortgaged property in accordance with Paragraph 4.8 hereof; (b) the coverage of Mortgagee shall not be terminated, reduced or affected in any manner regardless of any breach or violation by Mortgagee or Maker of any warranties, declarations or conditions in such policy, unless such insurer shall have given Mortgagee thirty (30) days prior written notice thereof; (c) no such insurance policy shall be cancelled, endorsed, altered or reassigned to effect a change in coverage for any reason and to any extent whatsoever unless such insurer shall have given Mortgagee thirty (30) days prior written notice thereof; and (d) Mortgagee may, but shall not be obligated to make premium payments to prevent any cancellation, endorsement, alteration or reinsurance and such payments shall be accepted by the insurer to prevent same. Mortgagee shall be furnished with a copy of each such initial policy coincident with the execution of this Mortgage, together with a certificate or endorsement showing Mortgagee as loss payee, and a certificate with respect to each renewal policy, together with a certificate or endorsement showing Mortgagee as loss payee, not less than thirty (30) days prior to the expiration of the initial or each consecutive renewal policy (receipts or other evidence that the premiums thereon have been paid, Mortgagee shall furnish to Mortgagee, on or before one hundred twenty (120) days after the close of each of Mortgagee's fiscal years, a statement certified by a duly authorized officer of Mortgagee of the amount of insurance maintained in compliance with this Paragraph 4.7, of the risks covered by such insurance and of the insurance company or companies which carry such insurance.

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authorized agent of Mortgagor, stating, among such other matters as may be reasonably required by Mortgagee, that: (i) all of the Work completed has been done in compliance with the approved plans and specifications (if any be required under Paragraph 4.8(a) hereinabove); (ii) the sum requested is justly required to reimburse Mortgagor for payments by Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Work (giving a brief description of such services and materials); (iii) when added to all sums previously paid out by Mortgagor, the sum requested does not exceed the value of the Work done to the date of such certificate; and (iv) the amount of insurance proceeds remaining in the hands of Mortgagee (or the third party disbursement agent, if applicable) together with any funds deposited by Mortgagor with Mortgagee or the third party disbursement agent, will be sufficient on completion of the Work to pay for the same in full (giving in such reasonable detail as the Mortgagee may require an estimate of the cost of such completion); (c) at Mortgagor's option (but Mortgagor may elect option (ii) if and only if the contractor is employed full time by Adlarb Real Estate Investment Partnership, or One Corporation, Opus Corporation, or any of their Affiliates), either (i) each request shall be accompanied by waivers of lien satisfactory in form and substance to Mortgagee covering that part of the Work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to Mortgagee that there has not been filed with respect to the Mortgaged Property any mechanic's lien or other lien, affidavit or instrument asserting any lien or any lien rights with respect to the Mortgaged Property or (ii) each request shall be accompanied by (x) an affidavit by the general contractor waiving its lien for the Work for which payment or reimbursement is being requested and certifying that all subcontractors have been paid, (y) waivers of lien from subcontractors in form and substance to Mortgagee covering that part of the Work for which the most recent payment or reimbursement was made, and (z) a down-date endorsement or Nothing Further Certificate from the title company or licensed abstractor showing that there has not been filed with respect to the Mortgaged Property any mechanic's lien or other lien, affidavit or instrument asserting any lien or any lien rights with respect to the Mortgaged Property; (d) there has not occurred any Event of Default since the hazard which remains uncured, casualty or contingency (giving rise to payment of the insurance proceeds; and (e) in the case of the request for the final disbursement, such request is accompanied by a copy of any Certificate of Occupancy or other certificate required by any Legal Requirement to render occupancy of the damaged portion of the Mortgaged Property lawful. If, upon completion of the Work, any portion of the insurance proceeds has not been disbursed to Mortgagor (or one or more of the other aforesaid persons) incident hereto, Mortgagee shall remit such balance to Maker (and Mortgagor hereby authorizes such remittance to Maker) unless such balance is required to be returned to the insurer. Nothing herein shall be interpreted to prohibit Mortgagee from applying (or requiring the third party disbursement agent to apply) at any time the whole or any part of such insurance proceeds to the curing of any Event of Default.

4.9 Restoration Following Casualty: If any act or occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable), shall result in damage to or loss or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee and, if so instructed by Mortgagee, will promptly, at Mortgagor's sole cost and expense and regardless of whether the insurance proceeds (if any are made available to Mortgagor) shall be sufficient for the purpose, commence and continue diligently to completion to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its

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value, condition and character immediately prior to such damage, loss or destruction. If there is no uncured Event of Default, and Mortgagor complies with the provisions of Section 4.8 hereof, Mortgagee shall, at Mortgagor's request, apply the insurance proceeds to restore, repair, replace and rebuild the Mortgaged Property in accordance with the provisions of Paragraph 4.8.

4.10 Performance of Leases: Mortgagor will, to the extent a reasonably prudent business person under similar circumstances would do so, (a) duly and punctually perform and comply with any and all representations, warranties, covenants and agreements expressed as binding upon it under each of the Leases, (b) use all reasonable efforts to maintain each of the Leases in force and effect during the full term thereof, and (c) appear in and defend any action or proceeding arising under or in any manner connected with any of the Leases or the representations, warranties, covenants and agreements of it or the other party or parties hereto.

4.11 Inspection: Mortgagor will permit Mortgagee, and its agents, representatives and employees, upon reasonable notice to Mortgagor under the circumstances (however, no notice is required in the case of an emergency) to inspect the Mortgaged Property during normal business hours (or at any time in the case of an emergency).

4.12 Indemnity: Mortgagor will defend, at its own cost and expense, indemnify and hold Mortgagee harmless from and against, any action, proceeding, claim, liability or damages arising from, in connection with or in any way affecting or related to the Mortgaged Property, the Security Documents, or any breach, default or noncompliance with any Legal Requirement, obligation, or any of the Security Documents and all costs and expenses incurred by Mortgagee in protecting its interests hereunder in such an event (including all court costs and attorneys' fees) shall be borne by Mortgagor.

4.13 Books and Records: Mortgagor will maintain full and accurate books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property), and will furnish, or cause to be furnished to Mortgagee, (a) on or before ninety (90) days after the end of Mortgagor's fiscal year (i) a complete executed copy of a report of an examination of Mortgagor's financial affairs prepared by Mortgagor, such report to include a balance sheet and supporting schedules and a detailed statement of income and expenditures with supporting schedules for Mortgagor's immediately preceding fiscal year together with any and all related notes and such other detail as Mortgagee may reasonably require, and a statement from the Mortgagor that such balance sheet and statement fairly presents Mortgagor's financial condition as of the date thereof and the results of its operations for the period covered thereby, (ii) a written statement identifying each of the Leases by the term, the space occupied, the rental or other payment required thereunder and any security paid as to each of the Leases for each Mortgage Property, (iii) a certificate by an officer or partner of Mortgagor certifying that, to his or her knowledge, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes an Event of Default or, if an Event of Default exists, specifying the nature thereof, the other person or party involved (if any) and the period of time it has existed and identifying, with particularity, any suits or other claims which have been initiated or asserted (or, to the knowledge of the certifying officer or partner, threatened) against Mortgagor or the Mortgaged Property and (iv) an operating statement, in such detail as Mortgagee may reasonably require, which accurately, fairly and separately presents Mortgagor's operations of the Mortgaged Property for the fiscal year then ended; and (b) within fifteen (15) days after the end of each month (i) a

statement of income and expenses relating to each Mortgaged Property for such month in the form used by Mortgagor. At any time and from time to time Mortgagor shall deliver to Mortgagee such other financial data as Mortgagee shall reasonably request with respect to the ownership, maintenance, use and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit Mortgagor's books of account and records relating to the Mortgaged Property, all of which shall be maintained and made available to Mortgagee and Mortgagee's representatives for such purpose on the Mortgaged Property or at such other location as Mortgagee may approve.

4.14 Mortgagor Estoppel: Mortgagor shall, within fifteen (15) days of written request from time to time made by Mortgagee, execute (and shall cause Maker to execute) any and all estoppel certificates or other certificates of current status, certifying to the best of its knowledge as to the then existing status of the Security Documents and whether there are any claims, defenses or offsets to same, compliance with Legal Requirements and Obligations, the status of the payment of the Indebtedness and Impositions, and as to any Events of Default under the Security Documents.

Article 5 NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that, until the indebtedness shall have been paid in full and the Obligations shall have been fully performed and discharged:

5.1 Use Violations: Mortgagor will not use, maintain, operate or occupy, and will use reasonable efforts not to permit the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (a) violates any Property Specific Legal Requirement or Environmental Requirement, or violates any General Legal Requirement (with the exception of an Environmental Requirement) which is being generally enforced (or specifically enforced against the Mortgaged Property) by the applicable Governmental Authority, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance or (d) makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect thereto. If any General Legal Requirement has been interpreted in writing by the applicable Governmental Authority, then compliance therewith shall be determined in accordance with such interpretations.

5.2 Alterations: Mortgagor will not commit or permit any waste of the Mortgaged Property and will not (subject to the provisions of Paragraphs 4.6 and 4.9 hereinabove) without the prior written consent of Mortgagee (which shall not be unreasonably withheld or delayed) make or permit to be made any alterations or additions to the Mortgaged Property, which exceed in the aggregate \$200,000. Notwithstanding the foregoing limitation, Mortgagor may, without the consent of Mortgagee, make alterations or additions necessary to (i) construct tenant improvements which do not impair the structural integrity of the Buildings, and (ii) comply with Legal Requirements.

5.3 Replacement of Fixtures and Personalty: Mortgagor will not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Buildings unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any lien or security interest except such as may be first approved in writing by Mortgagee.

5.4 Sale and Additional Encumbrances: (a) Mortgagor hereby expressly agrees that if any one of the following described events occur (hereinafter referred to as a "Transfer") without

the prior written consent of Mortgagee, whether by a direct or indirect method, then, any such event shall constitute an Event of Default hereunder (and the notice and cure provisions of Paragraph 6.2 of this Mortgage shall not apply):

- (1) Mortgagor shall sell, lease (pursuant to a ground lease, master lease or other the lease of all or substantially all of a Building, the Land or Mortgaged Property which is not made in the ordinary course of Mortgagor's reasonable and prudent operation of the Mortgaged Property), exchange, assign, convey, transfer possession of or otherwise dispose of all or any portion of the Mortgaged Property (such actions being herein collectively referred to as a "Disposition") other than pursuant to Permitted Transfers pursuant to Section 5.4(c) hereof; or
- (2) Mortgagor shall grant, create, or place any deed of trust, mortgage, pledge, lien, security interest, encumbrance or charge on the Mortgaged Property (herein collectively referred to as a "Mortgage") regardless of whether same are expressly subordinate to the Security Documents, other than the Permitted Encumbrances and the secondary liens permitted under Article 11 hereof; or
- (3) Mortgagor shall cease to own the entire actual and beneficial title and interest to the fee simple estate to all of the Mortgaged Property, free and clear from all voluntarily created liens, security interests and encumbrances except (i) the lien and security interest evidenced by the Security Documents, and (ii) the Permitted Encumbrances and the secondary liens permitted under Article 11 hereof; or
- (4) Mortgagor shall merge, dissolve, terminate, liquidate or cease to be a corporation duly organized, validly existing, and in good standing under the laws of a state within the United States or Maker shall merge, dissolve, terminate, liquidate or cease to be a partnership duly organized, validly existing, and in good standing under the laws of the State of Minnesota; or
- (5) There shall be a transfer of any of the stock (or partnership interests, as the case may be) of Mortgagor or Maker that, when combined with any prior transfer of any of the stock (or partnership interests, as the case may be) of Mortgagor or Maker, results in more than fifty percent (50%) of the stock (or partnership interests, as the case may be) of Mortgagor or Maker being transferred since the date of execution of this Mortgage;

The provisions of Paragraph 5.4(a) and (b) shall apply to any transferee permitted by Paragraph 5.4(b) and Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation and any of their Affiliates who has acquired title to the Mortgaged Property pursuant to Paragraph 5.4(c).

(b) Mortgagee shall have the hereinabove granted right and option to refuse consent absolutely, irrespective of whether or not any such Transfer would or might (i) diminish the value of any security for the Indebtedness, (ii) increase the risk of default under this Mortgage, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Indebtedness after an Event of Default or (iv) add or remove the liability of

any person or entity for payment or performance of the Indebtedness or any covenant or obligation under the Security Documents. If Mortgagee's consent to a proposed Transfer for which Mortgagee's consent is required is requested, Mortgagee shall have the right (in addition to its absolute right to refuse to consent to any such Transfer) to condition its consent upon satisfaction of any one or more of the following requirements:

- (1) That the interest rate on the principal portion of the Indebtedness be increased to a rate acceptable to Mortgagee, but not in excess of the maximum legal rate of interest which may be charged on the principal portion of the Indebtedness;
- (2) That a transfer fee in an amount determined by Mortgagee be paid, but not less than one percent (1%) of the then outstanding principal balance of the Indebtedness;
- (3) That a principal amount, if deemed appropriate by Mortgagee, be paid against the Indebtedness;
- (4) That Mortgagor, Maker and each proposed transferee execute such assumption agreement and other instruments as Mortgagee shall require; and
- (5) That no statute, rule, decision or governmental regulation, including usury limitations, restricts in any manner Mortgagee's right to make interest, payment or principal adjustments in accordance with the terms of the Note.

Any disposition approved by Mortgagee pursuant to this Section is herein referred to as a "Permitted Transfer."

(c) Notwithstanding any provision to the contrary herein, Mortgagee agrees that each of Mortgagor, Adlarb Real Estate Investment Partnership, QP One Corporation and Opus Corporation may convey and transfer all of the Mortgaged Property (but not less than all) to Maker, QP One Corporation or Opus Corporation or any Affiliate of Adlarb Real Estate Investment Partnership, QP One Corporation or Opus Corporation without the prior written consent of Mortgagee; provided, that the transferor complies with the following conditions:

(i) The transferor has provided Mortgagee written notice of its intention to so transfer or convey the Mortgaged Property in which it discloses to Mortgagee the full identity and business address of the proposed transferee.

(ii) Such transferee executes for the benefit of, and delivers to, Mortgagee an assumption agreement wherein such transferee assumes all of the obligations under the Security Documents, to the extent applicable to the Mortgaged Property sold, subject to the recourse limitation provisions in Paragraph 8 of the Note and Paragraph 8 of the Master Note; provided, however, that Adlarb Real Estate Investment Partnership shall (subject to the recourse limitation provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note) remain maker of the Note and primary obligor of the Indebtedness.

(iii) Mortgagee shall receive all necessary borrowing resolutions (or other evidence acceptable to Mortgagee) from the transferee evidencing its authority to enter into such assumption agreement.

(iv) No statute, rule, decision or governmental regulation, including usury limitations, restricts in any manner Mortgagee's rights under the Security Documents, because of the nature and/or identity of the transferee.

Article 6
EVENTS OF DEFAULT

The term "Event of Default", as used in the Security Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 Payment of Indebtedness: If Mortgagor (as to the portion of the Indebtedness for which it is liable) or Maker shall fail, refuse or neglect to pay, in full, (a) any regularly scheduled installment of principal and/or interest under the Note, (b) the outstanding balance of the Note upon the maturity thereof, or (c) any other portion of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof stipulated in the Security Documents, or otherwise. Mortgagee agrees that the failure, refusal or neglect to pay, in full, the sums described in subparagraphs 6.1(a) and/or (c), shall be an Event of Default only if and when such failure, refusal or neglect shall remain uncured upon the expiration of any applicable notice period set forth in Paragraph 4.1 of the Loan Agreement.

6.2 Performance of Obligations: If Mortgagor (as to the Obligations for which it is responsible) or Maker shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations as and when called for and such failure, refusal or neglect shall remain uncured for a period of thirty (30) days after the effective date (as set forth in Paragraph 12.1 hereof) of written notice thereof from Mortgagee to Mortgagor and Maker; provided, however, that if such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred if Mortgagor or Maker (as the case may be) commences same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within one hundred twenty (120) days after such notice. The notice and cure provisions shall not apply to a breach under Paragraph 5.4 hereof.

6.3 Breach of Representation or Warranty: If any representation or warranty made by Mortgagor or others in, under or pursuant to the Security Documents shall be breached or is false or misleading in any material respect.

6.4 Voluntary Bankruptcy: If Mortgagor or Maker shall (a) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (b) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or any other competent jurisdiction, (c) make a general assignment for the benefit of its creditors or (d) admit in writing its inability to pay its debts as they mature.

6.5 Involuntary Bankruptcy: If (a) a petition is filed against Mortgagor seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or other competent jurisdiction or (b) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Mortgagor, a receiver or trustee for it, or for all or any part of its property, and such petition, order, judgment or decree shall not be and remain discharged or stayed within a period of one hundred twenty (120) days after its entry.

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6.6 Tax on Indebtedness or Mortgage: If any law is passed (a) which would impose upon Mortgagor or Mortgagee a material adverse obligation to pay the whole or any part of the Impositions or (b) changing in any material way the laws relating to the taxation of deeds of trust or debts so as to affect this Mortgage or the Indebtedness; provided, however, that if it shall be lawful for Mortgagor or Maker to pay such Impositions or to reimburse Mortgagor or Mortgagee therefor, then no Event of Default shall be deemed to have occurred if a mutually satisfactory reimbursement agreement is executed by Mortgagor or Maker and delivered to Mortgagor or Maker and such Impositions or reimbursements are thereafter made by Mortgagor within the time specified in Paragraph 4.5 hereinabove.

6.7 Imposition or Foreclosure of Other Liens: If (a) any lien or security interest is imposed on the Mortgaged Property, other than the liens permitted in Paragraph 11 hereof, or, (b) the holder of any lien or security interest on any Mortgaged Property (without hereby implying Mortgagee's consent to the existence, placing, creating or permitting of any such lien or security interest) other than the liens permitted in Paragraph 11 hereof, institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

Article 7 DEFAULT AND FORECLOSURE

7.1 Remedies: If an Event of Default shall occur, and is not cured in the manner and within the time period provided therefor in Paragraph 5.1(a) of the Loan Agreement (provided that an Event of Default shall not be deemed cured hereunder if the Event of Default is cured under the Loan Agreement by the delivery by Maker of the notice described in Paragraph 5.1(a)(y) of the Loan Agreement and the Note described herein is the designated Note in such notice designates the Substitute Individual Notes), then, Mortgagee may, at Mortgagee's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) **Acceleration:** Declare the then unpaid principal balance and accrued interest of the Indebtedness and any other accrued but unpaid portion of the Indebtedness to be immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Mortgagor and Maker), whereupon the same become immediately due and payable.

(b) **Entry on Mortgaged Property:** Enter upon the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor remains in possession of all or any part of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent thereto, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title and writ of restitution. Nothing contained in the foregoing sentence shall, however, be construed to impose any greater obligation or any prerequisites to acquiring possession of the Mortgaged Property after an Event of Default than would have existed in the absence of such sentence.

(c) **Operation of Mortgaged Property:** Hold, lease, manage, operate or otherwise use or permit the use of the Mortgaged Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs, alterations, additions and improvements thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem necessary or desirable), and apply all Rents and other amounts

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collected by Mortgagee in connection therewith in accordance with the provisions of Paragraph 7.3 hereinbelow.

(d) Foreclosure and Sale: Foreclose the lien hereof for the full amount of the Indebtedness or any part thereof secured hereby. In any suit to foreclose the lien hereof, or in the event of any public auction sale, there shall be allowed and included as additional indebtedness in the judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment, the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Indebtedness or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor.

- (1) This Mortgage may be foreclosed once against all, or successively against any portion or portions of the Mortgaged Property, as the Mortgagee may elect. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure or any sale, and may be foreclosed successively and in parts, until all of the Mortgaged Property have been foreclosed against and sold.
- (2) Mortgagee may employ counsel for advice or other legal service at Mortgagee's discretion in connection with any dispute as to the obligations of Mortgagor hereunder, or as to the title or interest of Mortgagee to the Mortgaged Property arising pursuant to this Mortgage, or in any litigation to which Mortgagee may be a party which may affect the title to the Mortgaged Property or the validity of the Indebtedness and Obligations hereby secured, and any reasonable attorneys' fees so incurred shall be added to and be a part of the Indebtedness hereby secured. Any costs and expense reasonably incurred in connection with any other dispute or litigation affecting said Indebtedness or Mortgagee's title to the mortgaged premises, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the Indebtedness hereby secured. All such amounts shall be payable by Mortgagor and Maker to Mortgagee without formal demand.

(e) Appointment of Receiver: Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, make application to the court in which such complaint is filed to appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Indebtedness may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and

profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of any Indebtedness or obligation secured hereby, including without limitation the items described in Paragraph 7.3 hereinbelow.

(f) Other: Exercise any and all other rights, remedies and recourse granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise, subject, however, to the provisions of (i) Paragraph 8 of the Note and Paragraph 8 of the Master Note and (ii) Paragraph 7.3 hereof, which place certain limitations on the recourse which Mortgagee may have against Mortgagor and Maker upon the occurrence of an Event of Default.

7.2 Separate Sale: The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale shall not be exhausted by any one or more sales.

7.3 Application of Proceeds: The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, operation or other use of, the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) to the extent that funds are so available therefrom as the court in which the complaint to foreclose is filed may direct or, in the absence of such direction, to the following items of expense, interest and principal in such order of priority as Mortgagee may decide in its sole and absolute discretion:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property, of holding, using, leasing, repairing, improving and selling the same, and of foreclosure and litigation with respect thereto, including, without limitation (i) trustees' and receivers' fees, (ii) court costs, (iii) attorneys' and accountants' fees, (iv) costs of advertisement, (v) costs of insurance premiums, repairs and water charges and (vi) the payment of any and all Impositions, as defined in Paragraph 1.1(i) hereof, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage or of the judgment foreclosing this Mortgage (except those to which the Mortgaged Property has been sold subject to and without in any way implying Mortgagee's prior consent to the creation thereof);

(b) to the payment of all amounts, other than the principal balance and accrued but unpaid interest which may be due to Mortgagee under this Mortgage or the Security Documents, together with interest thereon as provided therein;

(c) to the payment of that portion of the Indebtedness which is accrued but unpaid interest;

(d) to the payment of the principal balance of the Indebtedness;

(e) to the payment of amounts due upon any judgment entered in any suit foreclosing this Mortgage, including any deficiency judgment in case of a sale and a deficiency;

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(f) to the extent funds are available therefor out of the sale proceeds or the Rents and, to the extent known by Mortgagee, to the payment of any indebtedness or obligation secured by a subordinate deed of trust on or security interest in the Mortgaged Property; and

(g) to the owner of the Mortgaged Property.

7.4 Remedies Cumulative, Concurrent and Non-Exclusive: If an Event of Default occurs, and remains uncured after expiration of any time period allowed for the cure thereof, if any, in the Security Documents, Mortgagee shall have all rights, remedies and recourses granted in the Security Documents and available at law or equity (including specifically those granted by the Uniform Commercial Code in effect and applicable to the Mortgaged Property, or any portion thereof) and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, Maker or others obligated under all or any part of the Indebtedness, or against the Mortgaged Property, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor and Maker that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse and (d) are intended to be, and shall be, nonexclusive. The foregoing is subject to the provisions of (i) Paragraph 8 of the Note and Paragraph 8 of the Master Note and (ii) Paragraph 12.3 hereof, which place certain limitations on the recourse which Mortgagee may have against Mortgagor and Maker upon the occurrence of an Event of Default.

7.5 Release of and Resort to Collateral: Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Security Documents or their stature as a lien and security interest in and on the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as Mortgagee may elect, subject, however to the terms and conditions of the Loan Agreement with respect to said security, Mortgagor acknowledges that in the Event of Default: (i) Mortgagee may be forced to seek satisfaction of any debts or obligations then due Mortgagee as a result of said Event of Default out of this Mortgaged Property only, to the exclusion of other Mortgaged Properties described in the Loan Agreement; (ii) Mortgagee may not have an option or alternative in resorting to said Mortgaged Properties for collection of the Indebtedness to select or marshal any particular asset of collateral; and (iii) Mortgagee may not be able to resort to the Mortgaged Property, or any other Mortgaged Properties, based upon an inverse order of alienation, or any like theory of law or equity. Any subsequent purchaser of this Mortgaged Property, including any subsequent, subordinate lienholder, must not, therefore, rely on any such right or election of Mortgagee to marshal assets or resort to collateral in inverse order of alienation.

7.6 Waiver of Redemption, Notice and Marshalling of Assets: To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except as provided in Paragraph 6.1 and 6.2 herein or otherwise provided in the Security Documents) or of Mortgagee's or Mortgagor's election to exercise or actual exercise of any right, remedy or recourse provided for under the Security Documents (except as otherwise provided in the Security Documents) and (c)

any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor expressly waives any and all rights of redemption from sale under any order, judgment or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, it being the intent of this Paragraph 7.6 that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be waived to the full extent permitted by the provisions of applicable law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

7.7 Discontinuance of Proceedings: In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Security Documents and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor, Maker and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Security Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourse and powers of Mortgagee shall continue as if same had never been invoked.

Article 8 CONDEMNATION

8.1 General: Immediately upon its obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceedings but Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. If the Mortgaged Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, in trust, subject to the lien and security interest of this Mortgage, and disbursed as follows:

(a) if (i) all of the Mortgaged Property is taken, (ii) so much of such Mortgaged Property is taken, or such Mortgaged Property is so diminished in value, that the remainder thereof cannot continue to be operated profitably for the purpose it was being used immediately prior to such taking or diminution, or (iii) such Mortgaged Property is partially taken or diminished in value and need not be rebuilt, restored or repaired in any manner, then in any such event the entirety of the sums so paid to Mortgagee shall be applied by it in the order recited in Paragraph 8.2 hereinbelow; or

(b) if (i) only a portion of the Mortgaged Property is taken and the portion remaining can, with rebuilding, restoration or repair, be profitably operated for the purpose referred to in Paragraph 8.1(a)(ii) hereinabove, (ii) none of the other facts recited in Paragraph 8.1(a) hereinabove exists, (iii) Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent

thereto, and (iv) Mortgagor shall thereafter commence the rebuilding, restoration or repair and diligently pursue same to completion, all in accordance with the plans and specifications and shall otherwise comply with Paragraph 4.8 hereinabove, then such sums shall be paid to Mortgagee to reimburse Mortgagor for money spent in the rebuilding, restoration or repair (or, at the option of Mortgagee, jointly to Mortgagor and the persons furnishing labor and/or material incident to such rebuilding, restoration or repair or directly to such persons); otherwise same shall be applied by Mortgagee in the order recited in Paragraph 8.2 hereinbelow.

8.2 Application of Proceeds: All proceeds received by Mortgagee with respect to a taking or a diminution in value of any Mortgaged Property shall be applied in the following order of priority:

(a) first, to reimburse Mortgagor or Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of the said proceeds;

(b) thereafter, the balance, if any, (i) shall (if such proceeds are required under Paragraph 8.1(b) hereinabove to be applied to the rebuilding, restoration or repair of the Mortgaged Property) be so applied to rebuilding, restoration or repair of the Mortgaged Property, or (ii) shall be deposited with the Escrow Agent as substitute Cash Collateral and Mortgagor authorizes Maker to direct the disposition of those proceeds pursuant to the terms of the Escrow Agreement.

Article 9 ESCROW

9.1 Tax and Insurance Escrow: In order to implement the provisions of Paragraphs 4.5 and 4.7 hereinabove, as to the Mortgaged Property, Mortgagor shall pay (or cause Maker to pay) to Mortgagee monthly at the same time and place and in the same manner as payments on the Note, and by Escrowed Sums, an amount equal to one-twelfth (1/12th) the sum of (a) the annual real estate and personal property taxes ("Taxes") (estimated, wherever necessary) which may be assessed or imposed upon the Mortgaged Property or the Rents or the ownership, use, occupancy or enjoyment thereof, and are to become due for the tax year during which such payment is so directed and (b) the insurance premiums (estimated wherever necessary) for the same year (or for the next year, if insurance premiums have been prepaid for such year) for those insurance policies as are required hereunder. If Mortgagee determines that any amounts theretofore paid by Mortgagor or Maker are insufficient for the payment in full of such Taxes and insurance premiums, Mortgagee shall notify Mortgagor of the increased amounts required to provide a sufficient fund, whereupon Mortgagor or Maker shall pay to Mortgagee within thirty (30) days thereafter the additional amount as stated in Mortgagee's notice. The Escrowed Sums may be held by Mortgagee in noninterest-bearing accounts and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of the Escrowed Sums relating to the Mortgaged Property then in its possession to its assignee whereupon the Mortgagee and its Mortgagor shall then become completely released from all liability with respect thereto. Upon full payment of the Indebtedness or at such earlier time as Mortgagee may elect, the balance of the Escrowed Sums in its possession shall be paid over to Mortgagor and Maker as their interests may appear and no other party shall have any right or claim thereto. If no Event of Default shall have occurred and be continuing hereunder, the Escrowed Sums shall, at the option of Mortgagee, be repaid to Mortgagor and Maker in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Security Documents to

pay the Taxes and the required insurance premiums or be paid directly to the Governmental Authority and the insurance company entitled thereto. If an Event of Default shall have occurred and be continuing hereunder, however, Mortgagee shall have the additional option, at such time as the principal of the Indebtedness matures (by acceleration or otherwise), of crediting the full amount of the Escrowed Sums against the Indebtedness. Notwithstanding anything to the contrary contained in this Paragraph 9.1 or elsewhere herein, Mortgagee hereby reserves the right to waive (which waiver must be in writing) the payment by Mortgagor and/or Maker to Mortgagee of the Escrowed Sums, and, in the event Mortgagee does so waive such payment, it shall be without prejudice to Mortgagee's rights to insist, at any subsequent time or times, that such payments be made in accordance herewith unless otherwise provided in such written waiver.

Article 10
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

10.1 Security Interest: This Mortgage shall be construed as a mortgage on real property. It shall also constitute and serve as an assignment of rents and as a "Security Agreement" on personal property within the meaning of, and shall constitute until the grant of this Mortgage shall terminate as provided in Article 2 hereinabove, a first and prior security interest under, the Illinois Uniform Commercial Code - Secured Transactions with respect to the Personalty, Fixtures, Leases, Rents, Service Contracts, subject to the matters reflected on Exhibit "B", to the extent same are applicable to such personal property. To this end, Mortgagor has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, convey, assign, transfer and set over, unto Mortgagee, all of Mortgagor's right, title and interest in and to the Leases and Rents, and a first and prior security interest in all of Mortgagor's right, title and interest in, to and under the Personalty, Fixtures, Leases, Rents, Service Contracts and Escrowed Sums, subject to the Permitted Encumbrances, to the extent same are applicable to such personal property, to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the obligations.

10.2 Financing Statements: Mortgagor hereby agrees with Mortgagee to execute and deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee, such "Financing Statements" and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect, and preserve Mortgagee's security interest hereof, granted and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor and Mortgagee agree that this Mortgage shall constitute a financing statement with respect to the Fixtures and that a copy of this Mortgage may be filed as a financing statement with respect to the other collateral subject to said security interest.

10.3 Uniform Commercial Code Remedies: Mortgagee shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures, Leases, Rents, Service Contracts and Escrowed Sums afforded to it by the aforesaid Illinois Uniform Commercial Code - Secured Transactions in addition to, and not in limitation of, the other rights, remedies and recourses afforded Mortgagee by the Security Documents; provided, however, that all of such rights, remedies and recourses shall only be exercised by Mortgagee after Mortgagor is afforded its rights to notice and cure as set forth in the Security Documents.

10.4 No Obligation of Mortgagee: The assignment and security interest herein granted shall not be deemed or construed to

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constitute Mortgagee as a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do same, or to take any action, incur any expenses or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

10.5 Payment of Rents to Mortgagor Until Maturity: Unless and until the principal of the Indebtedness has matured (whether by acceleration or otherwise), Mortgagor shall be entitled to collect the Rents as and when, but not more than one month before, they become due and payable. Mortgagor hereby agrees with Mortgagee that the other parties under the Leases may, upon notice from Mortgagee that the principal of the Indebtedness has matured (whether by acceleration or otherwise), thereafter pay direct to Mortgagee the Rents due and to become due under the Leases and attend all other obligations thereunder direct to Mortgagee without any obligation on their part to determine whether such an event has in fact occurred.

**ARTICLE 11
JUNIOR LIENS**

Mortgagor shall have the right to grant subordinate liens on the Mortgaged Property (excluding Escrowed Sums, Cash Collateral, Substitute Cash Collateral or any other cash collateral) to secure financing to the extent and only to the extent that the following terms are complied with:

(a) The subordinate lien(s) may secure only a loan or loans made to Maker by Trust Company of the West Realty Advisors or another financial institution or a pension fund for which Trust Company of The West Realty Advisors provides investment, advisory or management services ("Permitted Junior Lender").

(b) There shall exist no Event of Default pursuant to Paragraph 5(a) of the Note or Paragraph 5(a) of the Master Note.

(c) A complete copy of all documents executed in connection with such financing, including without limitation, the note and instrument creating the lien against the Mortgaged Property, must be provided to Mortgagee within five (5) days following the consummation of such financing.

(d) The instrument creating the junior lien against the Mortgaged Property must contain provisions incorporating the following:

(i) The Permitted Junior Lender must expressly agree that its lien against the Mortgaged Property is subordinate and inferior to the lien created by this Mortgage to the full extent of the Indebtedness.

(ii) The Permitted Junior Lender must expressly subordinate its liens to any and all leases for space in the Mortgaged Property, whether then existing or thereafter entered into, and in no event shall a foreclosure of the Mortgaged Property by the Permitted Junior Lender or the exercise of any other remedy by the Permitted Junior Lender operate to terminate any such leases.

(iii) The Permitted Junior Lender must expressly agree in writing that (x) it will not assign or transfer its note without the prior written consent of Mortgagee, and (y) it will provide Mortgagee with written notice of any default under such loan and provide Mortgagee at least ten (10) days' prior written notice before it posts the Mortgaged Property for

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foreclosure or exercises any other remedy due to default.

The right to place junior liens on the Mortgaged Property is personal to Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation, and any of their respective Affiliates and cannot be exercised by any other party acquiring an interest in the Mortgaged Property (including without limitation, transferees (if any) permitted by this Mortgage and any Permitted Junior Lender).

Article 12
MISCELLANEOUS

12.1 Notices: All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered as properly given if mailed by first class United States (or Canadian) mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person or by courier to the intended addressee. Notice so mailed shall be effective upon the expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

MORTGAGOR AND MAKER

Opus North Corporation
Adlarb Real Estate Investment Partnership
c/o Mr. John T. Sandell
Opus Center, Suite 500
9900 Bren Road East
Minnetonka, Minnesota 55343

with a copy to:

Kasmar Corporation
8630 East Via de Ventura, Suite 210
Scottsdale, Arizona 85258

and with a copy to:

Gallagher & Kennedy
2600 North Central Avenue
Phoenix, Arizona 85004-3020
Attn: Mr. Gregory L. Mast

MORTGAGEE

GWL Properties, Inc.
7400 E. Orchard Road, Suite 230
Englewood, Colorado 80111

with a copy to:

Baker, Brown, Sharman & Parker
1200 Smith, Suite 3600
Houston, Texas 77002
Attn: Mr. David M. Robins

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and with a copy to:

The Great-West Life Assurance Company
Great-West Life Center, Tower 2
8515 East Orchard Road
Great-West Life Center
Tower 2, 2nd Floor
Englewood, Colorado 80111
Attn: Mortgage Department

provided, however that any party shall have the right to change its address for notice hereunder to any other location within the United States [or Canada] by the giving of thirty (30) days' notice to the other parties in the manner set forth hereinabove.

12.2 Applicable Law and Construction: The Security Documents shall be governed by and construed according to the laws of the State of Texas except (a) that the procedural and substantive matters relating only to the creation, perfection and foreclosure of liens and security interests and enforcement of rights and remedies against the Mortgaged Property shall be governed by the laws of the state(s) where the Mortgaged Property is located, and (b) that the laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder, to the extent applicable, shall apply. Mortgagor and Mortgagee have each been represented by legal counsel licensed to practice law in the State of Texas and the state where the Mortgaged Property is located. Both Mortgagor and Mortgagee are knowledgeable and experienced with respect to transactions of the type evidenced by the Security Documents. It is the intent of Mortgagor and Mortgagee that the Security Documents be construed fairly without bias for or prejudice against either party regardless of which party or which party's counsel may have originated any of such Security Documents.

12.3 Recourse:

(a) The provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note which place certain limitations on the recourse which Mortgagee may have against Maker upon the occurrence of an Event of Default are hereby incorporated herein by reference.

(b) Mortgagor (but not Mortgagor's shareholders, directors, officers, partners, partners of its partners, employees or agents) shall have full personal liability to Mortgagee for, and only for, (i) fraudulent acts of Mortgagor and/or Maker, (ii) all insurance proceeds and/or condemnation awards, or other proceeds with respect to the Mortgaged Property or any portion thereof, which are received by Mortgagor and/or Maker, and applied in contravention of the Security Documents, (iii) all tenant security deposits relating to the Mortgaged Property or any portion thereof, (iv) all rents, issues and profits from the Mortgaged Property or any portion thereof that have been paid (or, in the normal course of business would have been paid but for Mortgagor's and/or Maker's discount or waiver thereof) from and after an Event of Default (of, if an event does not constitute an Event of Default until notice and opportunity to cure is given, the date of notice to Mortgagor and Maker of any such event) which Event of Default is not subsequently cured, to the extent such rents, issues and profits are not used to pay operating expenses, costs of maintenance and repair, leasing expenses or capital costs of the Mortgaged Property from which such rents, issues and profits arose or sums due under the Note, and (v) real property taxes to the extent Mortgagor and/or Maker has collected all or any portion of same from tenants in the Mortgaged Property (whether characterized as an expense, reimbursement, rent or otherwise) and not paid same to the

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applicable taxing authority. Mortgagor agrees that Mortgagee shall not be required to institute any suit or to exhaust its remedies against the Mortgaged Property or any portion thereof, Maker or any other person or party in order to enforce payment of the amounts set forth in this Paragraph.

(c) Except as otherwise set forth in Paragraph 12.3(b) above, Mortgagee's recourse against Mortgagor for payment of sums due by Mortgagor under and performance of obligations of Mortgagor under the Security Documents shall be limited to the security for the payment of the Note, same being the property described in the Security Documents (including the Mortgaged Property), and Mortgagor shall not otherwise have any personal liability for the payment of sums or the performance of any obligations under the Security Documents. It is expressly understood and agreed, however, that nothing contained in this Paragraph 12.3 shall in any manner or way (i) constitute or be deemed a release of the debt evidenced by the Note and by the Security Documents or otherwise affect or impair the enforceability of the liens, mortgages, assignments, rights, and security interests created by the Security Documents or (ii) prejudice the right of Mortgagee as against Maker, Mortgagor, or any other person or entity now or hereafter liable under any guaranty, bond, space lease, policy of insurance or other agreement which Maker, Mortgagor or such other person or entity may have given Mortgagee for compliance with any of the terms, covenants or conditions of the Security Documents.

(d) Notwithstanding anything to the contrary herein or in the Security Documents, none of the shareholders, directors, officers, partners, partners of its partners, employees or agents of Mortgagor shall be personally liable for the payment of any sums or the performance of any obligations under the Note or the Security Documents.

12.4 Performance at Mortgagor's and Maker's Expense: The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Mortgagor and Maker, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

12.5 Survival of Obligations: Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the loan called for herein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

12.6 Further Assurances: Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.

12.7 Recording and Filing: Mortgagor will cause the Security Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

12.8 No Representation by Mortgagee: By accepting or approving anything required to be observed, performed or fulfilled or to be

given to Mortgagee pursuant to the Security Documents, including (but not limited to) any officer's or partner's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty, consent or affirmation with respect thereto by the Mortgagee.

12.9 No Waiver: Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of the Security Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

12.10 Mortgagee's Right to Perform the Obligations: Without notice, at any time in case of emergency, but otherwise if and only if an Event of Default occurs and remains uncured (under either the Master Note or the Note) at the expiration of the time period described in Paragraph 5.1(a) of the Loan Agreement, and without further notice to or demand upon Mortgagor or Maker and without waiving or releasing any other right, remedy or recourse Mortgagee may have because of same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor and Maker, and shall have the right to enter the Land and Buildings for such purpose and to take all such actions and expend such sums thereon and with respect to the Mortgaged Property as it may deem necessary or appropriate. Mortgagor and Maker shall pay or reimburse Mortgagee and indemnify Mortgagee against any and all such expenses and costs, including without implied limitation, the cost and expense of evaluating, monitoring, administering and protecting the Mortgaged Property, and creating, perfecting and realizing upon Mortgagee's security interests in and liens on the Mortgaged Property, including without implied limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, fees incident to security interest, lien and other title searches and reports, escrow fees, attorneys fees and expenses, court costs, auctioneer fees and other expenses incurred in connection with liquidation or sale of the Mortgaged Property. If Mortgagee shall elect to pay any Imposition or other sums due with reference to the Mortgaged Property, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, Mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Mortgagor and Maker shall pay Mortgagee for any expenses incurred by Mortgagee, and shall indemnify Mortgagee against all losses, expenses, damage, claims and causes of action, including reasonable attorney's fees, incurred or accruing by reason of any acts performed by Mortgagee pursuant to the provisions of this Paragraph 12.10 or by reason of any other provision in the Security Documents. All sums paid by Mortgagee pursuant to this Paragraph 12.10, and all other sums expended by Mortgagee to which it shall be entitled to be indemnified, shall bear interest at the lesser of (i) the rate of interest provided the Note for past due installments of principal and/or interest, or (ii) the maximum nonusurious rate of interest from time to time permitted by applicable law, from the date of such payment or expenditure until repayment thereof. All of the aforementioned sums together with the interest thereon shall

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constitute additions to the Indebtedness, shall be secured by the Security Documents and shall be paid by Mortgagor and Maker to Mortgagee upon demand.

12.11 Covenants Running with the Land: All obligations contained in the Security Documents are intended by the parties to be, and shall be construed, as covenants running with the Mortgaged Property.

12.12 Successors and Assigns: All of the terms of the Security Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

12.13 Sovereignty: The Security Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Security Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Mortgagor, Maker and Mortgagee to at all times comply with the usury, and all other laws relating to the Security Documents. Reference is here made to the provisions of the Master Note and the Note regarding and limiting collection of interest and compliance with the applicable usury laws, which provisions shall control over any contrary or conflicting provisions in any other Security Document.

12.14 Entire Agreement and Modification: The Security Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Security Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

12.15 Counterparts: This Mortgage may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

12.16 No Partnership: Nothing contained in the Security Documents is intended to, or shall be construed as, creating to any extent and in any manner whatsoever any partnership, joint venture or association between Mortgagor, Maker and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

12.17 Headings: The insertion of Article, Paragraph and Subparagraph entitlements and the underlining of words or phrases herein are used for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text or meaning of such Articles, Paragraphs, Subparagraphs, words or phrases.

12.18 Applicable to Leasehold Mortgages: If this Mortgage grants or creates a lien on a leasehold estate, then the following provisions shall apply in addition to those set forth hereinabove:

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INVESTIGATION REPORT
DATE: 10/15/2013
BY: [Name]
SUBJECT: [Subject]

Property of Cook County Clerk's Office

10/15/2013

(a) Subject to the provisions of Paragraph 12.3 hereinabove, Mortgagor hereby agrees with Mortgagee (i) to at all times fully perform and comply with all covenants, warranties, representations and other obligations imposed upon or assumed by it as tenant, lessee, sublessee or otherwise under any lease, sublease or similar agreement (the "Ground Lease") pursuant to which it has been granted a possessory or leasehold interest in the real property as described in Exhibit "A" attached hereto, and (ii) that, upon Mortgagor's failure or alleged failure (notwithstanding that the alleged failure may be contested by Mortgagor) so to do, Mortgagor shall provide prompt notice to Mortgagee of such failure or alleged failure (including a copy of any written notice received from the lessor or landlord under the Ground Lease), and the provisions of Paragraph 12.10 hereinabove shall obtain. In this regard, Mortgagor hereby grants to Mortgagee the absolute and immediate right to enter upon the Land to such extent and as often as Mortgagee, in its opinion, deems necessary or desirable in order to prevent or to cure any such failures by Mortgagor.

(b) Mortgagor hereby agrees with Mortgagee that it will not, without Mortgagee's prior written consent thereto, (i) terminate, cancel, modify or amend the Ground Lease, or (ii) permit the fee title to the real property demised by such Ground Lease (if fee title be so demised) and the leasehold estate so created to merge, but rather the said fee title and the said leasehold estate shall always be separate and distinct unless Mortgagee is granted a first and prior lien and security interest on such fee title either by amendment to this Mortgage or by separate instrument in the form of this Mortgage, or (iii) amend or modify the Ground Lease in any manner which would (a) increase the amount or duration of any of the rental or other payments to be made by Mortgagor or successor tenants or lessees under the Ground Lease, (b) increase the obligations or other burdens on Mortgagor or successor tenants or lessees under the Ground Lease, or (c) adversely affect the interests or rights of Mortgagor or successor tenants or lessees under the Ground Lease or the lien or interest of Mortgagee in the Ground Lease.

(c) This Mortgage is made and granted subject to all of the terms, covenants and conditions of the Ground Lease.

12.19 Substitution of Collateral and Release of Rights: Maker has certain rights to substitute collateral or security for the Indebtedness and obtain releases of the liens and security interests in the Mortgaged Property, as more particularly set forth in the Loan Agreement.

12.20 Accommodation. This Mortgage is executed and delivered by Mortgagor to Mortgagee as an accommodation for the benefit of Maker. Mortgagor hereby acknowledges that good and valuable consideration has been paid to or has inured to the benefit of Mortgagor for its execution and delivery hereof, which consideration includes, but is not limited to payment by Maker or at Maker's direction to Mortgagor or for Mortgagor's benefit of all or a portion of the sums advanced by Mortgagee to Maker pursuant to the Note. No renewal or extension of the time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness, no release of any person primarily or secondarily liable on the Indebtedness (including any maker, endorser or guarantor), no delay in enforcement of payment of the Indebtedness and no delay or omission in exercising any right or power with respect to the Indebtedness or this Mortgage shall in any manner impair or affect Mortgagee's rights hereunder. Mortgagor waives notice of the creation, existence and renewal of Indebtedness.

12.21 Cross-Default and Cross-Collateralization. It is acknowledged and agreed by Maker and Mortgagor that all Individual Notes and Security Documents (as such terms are defined in the Loan Agreement) are initially cross-defaulted and cross-collateralized, subject to Maker's rights pursuant to Paragraph 5.1(a)(y) of the Loan Agreement. In the event that Maker elects to designate the Substitute Individual Notes (which include the Note described herein) in a notice given pursuant to Paragraph 5.1 of the Loan Agreement, then each Substitute Individual Note will continue to be cross-defaulted and/or cross-collateralized with all other Substitute Individual Notes subject to the provisions of Paragraph 5.1 of the Loan Agreement, but not with the Original Individual Notes.

Maker and Mortgagor expressly agree and stipulate that each of the deeds of trust, mortgages, assignments of rents securing the payment of a Substitute Individual Note and any and all other documents now or hereafter executed by Maker, Mortgagor or any other person or party to evidence or secure payment of a Substitute Individual Note including the Note (all of such herein collectively called the "Substitute Security Documents") shall also operate as security for all other Substitute Individual Notes, whether now or hereafter existing. Maker and Mortgagor expressly agree and stipulate that an Event of Default under any Substitute Individual Note or any Substitute Security Document shall constitute an Event of Default under each other Substitute Individual Note and Substitute Security Document, in which event Mortgagor shall, subject to the curative rights described in the Loan Agreement and subject to the immediately following paragraph, be entitled to exercise any and all of its remedies under the Substitute Individual Notes, or any of them, and the Substitute Security Documents, or any of them.

Notwithstanding the foregoing, if the Event of Default is the type of non-monetary default described in Paragraph 4.2 or 4.3 of the Loan Agreement and is attributable to a particular Mortgaged Property or is a non-monetary Event of Default under any Substitute Security Document attributable to a particular Mortgaged Property, then Mortgagor shall be required to first exercise its foreclosure remedies against the Mortgaged Property to which the non-monetary Event of Default is attributable, without taking other actions or remedies against Maker or other Mortgaged Properties securing Substitute Individual Notes, unless and until such foreclosure is stayed, or prevented as a result of bankruptcy or insolvency proceedings (state or federal), and thereafter, if Mortgagor has established a deficiency after such foreclosure (or has been stayed or prevented from foreclosing as aforesaid) Mortgagor may foreclose or exercise its other rights against any other Mortgaged Property securing a Substitute Individual Note.

12.22 Joinder by Maker. The Maker joins in the execution hereof to evidence its consent to all of the terms and provisions of this Mortgage, including, without limitation, (a) Maker's obligations under Paragraph 12.10, and (b) the provisions hereof which provide that an Event of Default by (or caused by) Mortgagor shall entitle Mortgagor to exercise the rights and remedies described in Article 7 hereof. Maker also acknowledges that it may have limited personal liability pursuant to Paragraph 8 of the Note for acts of (or failure to act) by Mortgagor.

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EXECUTED effective as of the date hereinabove first set forth.

MORTGAGOR

OPUS NORTH CORPORATION, an Illinois corporation

By: [Signature]
Name: _____
Title: President

MAKER

ADLARB REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership

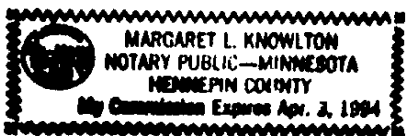
By: Arbeit & Co., a Minnesota general partnership, partner

By: [Signature]
Gerald Rauenhorst,
partner

STATE OF MINNESOTA §
County of HENNEPIN §

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jens Nygaard, personally known to me to be the President of Opus North Corporation, an Illinois corporation, and 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 as such corporation, he signed and delivered the said instrument, pursuant to authority given by the partners of said partnership, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of NOVEMBER, 1990.



[Signature]
Notary Public in and for State of _____

Notary's Printed Name _____
My Commission Expires: _____

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001-1100

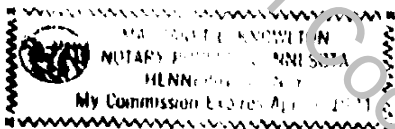


STATE OF Minnesota §
§
County of Hennepin §

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerald Rauenhorst, personally known to me to be a general partner of Arbeit & Co., a Minnesota general partnership, general partner on behalf of Adlarb Real Estate Investment Partnership, a Minnesota general partnership, and 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 as such general partner of Arbeit & Co., general partner of Adlarb Real Estate Investment Partnership, a Minnesota general partnership, he signed and delivered the said instrument, pursuant to authority given by the partners of said partnership, as their free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of November, 1990.

Margaret L. Krumholz
Notary Public in and for
State of _____



Notary's Printed Name _____

My Commission Expires: _____

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

John L. Wahlers, Esq.
Fischer, Kendle & Wahlers
221 N. LaSalle Street
Suite 3410
Chicago, Illinois 60601

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27
 27
 3925864
 Submitter's Name
 Address
 Promisor's Name
 Address
 Donee's Name to Trust
 Address
 3925864
 CHICAGO TITLE INS. CO.

1521346
 116
 3925864
 20250110

72-41-558

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0 3 2 3 5 3 6 4

Exhibit "A"

~~Exhibit A~~
East
third
10,
part
of
North
Lot
Ken

That part of LOT EIGHT HUNDRED SIX in Kensington Center
Resubdivision Twenty Eight described as follows: falling within
Lot 803 in Kensington Center Resubdivision Twenty One (806)

In Kensington Center-Resubdivision Twenty Eight in part of the Northeast Quarter (1/4) of
Section 33, Township 42 North, Range 11, East of the Third Principal Meridian, Cook
County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles
of Cook County, Illinois, on January 16, 1995, as Document Number 3925864.

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10/27/2010

10/27/2010

Exhibit "B"

1. Covenants, conditions and restrictions contained in Annexation Agreement dated May 2, 1980 and filed May 28, 1980 as Document LR3162686 made by and between Village of Mount Prospect, an Illinois Municipal Corporation and American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated February 10, 1979 and known as Trust Number 45771, Northern Illinois Gas Company and Rauenhorst Corporation, a Minnesota corporation

(Affects the land and other property)

2. Declaration of Industrial Standards and Protective Covenants made by Opus Corporation, a Minnesota corporation, authorized to do business in the State of Illinois as Opus Designers, Builders, Developers, Inc., dated May 19, 1986 and recorded July 31, 1986 as Document 86328202 and filed as Document LR 3536493.

3. Easements relating to Drainage Creek Easement, Jogging Path and Recreational Area Easement and Access Easement created by Drainage, Recreation and Access Easement Agreement made by and between Opus Company, Alscor Investors Joint Venture, American National Bank and Trust Company, as Trustee under Trust Number 45771, and Northern Illinois Gas Company in favor of the Village of Mount Prospect dated December 17, 1982 and recorded March 7, 1983 as Document 26526919 and filed January 10, 1984 as Document LR3340860 and the terms, agreements and conditions therein contained

(Affects the Southwesterly line of Lot 806 in widths of between 60 to approximately 70 feet).

4. Easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to Northern Illinois Gas Company, its successors and assigns, as shown on Plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as Document LR3701855 for the installation, maintenance, relocation, renewal and removal of underground gas mains and underground appurtenances over, upon, under and along the following land:

The North 10 feet along the most Northerly line of Lot 806 and the West 10 feet along the Westerly line of the Northerly tip of Lot 806 and extended South 10 feet, as shown within dotted easement areas Marked "A".

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5. Easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the Commonwealth Edison Company and Central Telephone Company, their successors and assigns, as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as Document LR3701855, and as shown on Plat of Kensington Center - Phase Six filed March 21, 1986 as Document LR3502993 for the installation, operation, maintenance, relocation, renewal and removal of underground transmission and underground distribution of electricity, sounds and signals over, upon, under and along the North 10 feet along the most Northerly line of Lot 806 and the West 20 feet along the Northerly tip of Lot 806; the West line of Lot 806; and the Southerly line of Lot 806 along the West line extended South 10 feet, as shown within dotted easement areas marked "B".
6. Easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the Village of Mount Prospect, its successors and assigns, as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR 3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as Document LR3701855 for the installation, operation, maintenance, relocation, renewal or removal of underground water main appurtenances, underground storm sewers and scales and underground sanitary sewers over, upon, under and along the following land:

The East 10 feet of Lot 806;
The West 20 feet of the East 40 feet of the South 166 feet of Lot 806 together with the North 20 feet of the South 166 feet of the East 20 feet;
The North 10 feet along the most Northerly line of Lot 806 and extended Easterly 10 feet and
The West 10 feet along the West line of the Northerly tip of Lot 806 all as shown within the dotted areas marked "C".
7. Non-exclusive easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the cable communication franchisee of the Village of Mount Prospect as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty One filed April 10, 1988 as Document LR 3701855; and as shown on Plat of Kensington Center - Phase Six filed March 21, 1986 as Document LR3502993 for the installation, operation, maintenance, relocation, renewal or removal of underground equipment for the transmission and

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Non-exclusive easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the cable communication franchisee of the Village of Mount Prospect, its successors and assigns, as shown on plat of Mount Prospect as shown on plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as document LR3852830 and as shown on plat of Kensington Center - Resubdivision Twenty One filed April 10, 1988 as document LR3701855, and as shown on plat of Kensington Center - Phase Six filed March 21, 1986 as document LR3502998 for the installation, operation, maintenance, relocation, renewal or removal of underground transmission equipment for the transmission and

The East 10 feet of Lot 806; The West 20 feet of the East 40 feet of the South 166 feet of Lot 806 together with the North 20 feet of the South 166 feet of the East 20 feet; The North 10 feet along the most Northerly line of Lot 806 and extended Easterly 10 feet and the West 10 feet along the most line of the Northerly tip of Lot 806 all as shown within the dotted areas marked "C".

Easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the Village of Mount Prospect, its successors and assigns, as shown on plat of Mount Prospect - Resubdivision Twenty Eight filed January 10, 1990 as document LR 3852830 and as shown on plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as document LR3701855 for the removal of underground water main apparatuses, underground storm sewers and water and underground sanitary sewers over, upon, under and along the following land:

Easement and all covenants, conditions and restrictions affecting said easement as reserved for and granted to the Commonwealth Edison Company and Central Telephone Company, as shown on plat of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as document LR3852830 and as shown on plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as document LR3701855, and as shown on plat of Kensington Center - Phase Six filed March 21, 1986 as document LR3502998 for the installation, operation, maintenance, relocation, renewal and removal of underground transmission and underground distribution of electricity, sounds and signals over, upon, under and along the North 10 feet along the most Northerly line of Lot 806 and the West 20 feet along the Northerly tip of Lot 806; the West line of Lot 806; and the Southerly line of Lot 806 along the West line extended South 10 feet, as shown within dotted easement areas marked "B".

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distribution of cable television service to the following described land:

The Southerly 10 feet of Lot 806;
The North 10 feet along the most Northerly line of Lot 806 and
the West 20 feet along the West line extended South 10 feet,
of the Northerly tip of Lot 806 all as shown within dotted
areas Marked "E"

Said easement reservation and grant does not create any rights with regard to the use of any area on or above the surface of the land, except for such temporary use as is necessary to permit the underground uses described therein and which does not unreasonably interfere with other permitted uses of the area.

8. Covenants, conditions and restrictions as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty One filed April 20, 1988 as Document LR3701855 that no buildings or other structures shall be constructed or erected in any "easement area", street, alley, other public ways or places, nor shall any other use be made thereof which is inconsistent or interferes with the easements reserved and granted therein.
9. The flood hazard boundary level according to the Federal Emergency Management Agency Community Panel No. South 170054 0045 B and 170054 0070 B dated April 15, 1981, indicates that the Southwesterly corner of the property lies within flood zones 'A' and 'C'. The area encumbered is within the 60.0 foot and 40.0 foot easements adjacent to the Feehanville Drainage Ditch, but is not restricted to said area.
10. Non-exclusive easement and all covenants, conditions and restrictions affecting said EMST as reserved for Opus Designers, Builders, Developers, Inc., to construct, operate, maintain, repair and replace storm water detention ponds and related ancillary facilities, together with the right of access thereto over, upon, across, under and through as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 and as shown on Plat of Kensington Center - Resubdivision Twenty-One filed April 20 1988 as Document LR3701855 described as follows:

The Southeasterly corner of Lot 805 as shown within the dotted area marked "D"

Opus Designers, Builders, Developers, Inc. reserved the right to assign any or all of its rights thereunder, and reserved

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CERTIFICATE OF SECRETARY

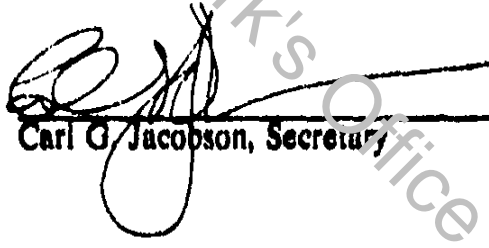
The undersigned, as Secretary of Opus North Corporation, an Illinois corporation ("Corporation"), hereby certifies that all of the members of the Executive Committee of the Corporation adopted the following resolution, effective as of November 8, 1990, and the same has not been rescinded or modified and is presently in full force and effect:

RESOLVED, That James P. Nygaard, President of Opus North Corporation, and Carl G. Jacobson, Secretary of Opus North Corporation, shall be, and they hereby are, authorized to execute and deliver that certain Mortgage and Security Agreement and that certain Assignment of Lessor's Interest in Leases in favor of GWL Properties Inc., and to execute and deliver such other instruments and documents required by or deemed necessary or appropriate by them in connection with financing of the following described real property:

3025551

-----That part of LOT EIGHT HUNDRED NINE in Kensington Center
Resubdivision Twenty Eight described as follows: falling within
Lot 803 in Kensington Center Resubdivision Twenty One----- (804)-----

----- In Kensington Center-Resubdivision Twenty Eight in part of the Northeast Quarter (1/4) of
Section 33, Township 42 North, Range 11, East of the Third Principal Meridian, Cook
County, Illinois, according to Plat thereof registered in the Office of the Register of Titles
of Cook County, Illinois, on January 16, 1926, as Document Number 24281.-----



Carl G. Jacobson, Secretary

the right to grant further or additional easement rights (for drainage or other purposes) in such areas, and to grant to any governmental body or other entity, including without limitation, the Village of Mt. Prospect, an easement to go upon such easement areas for the purpose of performing maintenance or other functions in such area.

11. 40 foot building and parking lot set back line as shown on Plat of to Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 Kensington Center - Resubdivision Twenty-One filed April 29, 1988 as Document LR3701855 over part of the East line of Lot 806.
12. Easement as indicated by Plat of Resubdivision of Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830 for storm sewer for the benefit of Lot 807 which lies North and adjoining Lot 806 over the West 10 feet of the East 66 feet of Lot 806 lying North and adjoining the Detention Pond Easement as shown within the dotted area marked "D" on said Plat of Resubdivision, in the South East corner of Lot 806.
13. Easement as indicated by Plat of Resubdivision of Kensington Center - Resubdivision 28 filed January 10, 1990 as Document LR3852830 for storm sewer for the benefit of Lot 808 which lies West and adjoining Lot 806 over a 10 foot strip of land running in an East and West direction the South line of said strip lying 107.03 feet North of the South end of the West line of Lot 806 running thence Easterly 10 to the Detention Pond Easement as shown within the dotted area marked "D" on said Plat of Subdivision, in the South East corner of Lot 806.
14. 35 foot easement for ingress and egress for shared access between Lots 806 and 807 over the Southerly and Southwesterly lines of Lot 807 and the Northerly and Northeasterly lines of Lot 806 as created by Kensington Center - Resubdivision Twenty Eight filed January 10, 1990 as Document LR3852830.
15. Encroachment of the Southwesterly easement line referred to in exception number 3 above by the railroad tie wall along the asphalt paved path by an undisclosed footage as disclosed by survey made by Marchese and Sons, Inc., dated February 6, 1990 Number 90-11644.
16. Rights of tenants and those claiming thereunder as listed hereafter:
 - (a) Metropolitan Life Insurance Company pursuant to Office Lease dated May 25, 1989;
 - (b) C/REC, Inc. pursuant to Office Lease dated November 1, 1989; and
 - (c) GTE National Marketing Services Corporation pursuant to Office Lease dated August 23, 1990.

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