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shall be offset by the amount of \$18,327.45, which amount having been paid toward the percentage rental for 1980 as of the closing of the transaction contemplated by the agreement. The undersigned HEREBY WAIVES AND AGREES NOT TO ASSERT any right or claim against the Purchaser, jointly and severally, which may be deemed to have arisen or to hereafter arise under or in connection with the Lease and the Assignment, EXCEPT THAT the undersigned RESERVES AND RETAINS the power and right to assert such claims and rights against Purchaser for (1) indemnification as are provided in paragraph 10 of the Lease; and (2) percentage rentals as are provided in paragraph 5 of the Lease.

This Release and Waiver shall inure to the benefit of the Purchaser, jointly and severally, and its joint and several heirs, representatives, and assigns, and shall be binding upon the undersigned, its successors and assigns, and its Trustees and their successors, nominees and assigns.

The name "First Wisconsin Mortgage Trust" is the designation of the Trust and its Trustee under the First Amended and Restated Declaration of Trust, as executed as of December 7, 1971, and as amended from time to time. All persons must look solely to the property and assets of the Trust for the enforcement of any claims against the Trust as neither the Trustees, officers, agents, nor the holders of the shares of the Trust assume any personal liability for obligations entered into on behalf of the Trust.

Dated at Chicago, Illinois, as of this 21 day of January, 1981.

SIGNED, sealed and delivered in the presence of:
[Signature]
[Signature]

FIRST WISCONSIN MORTGAGE TRUST,
a Massachusetts business trust,
formerly known as First Wisconsin
Mortgage Investors
By: [Signature]
Its [Signature]

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