

SECURITY AGREEMENT

DEC 6 1971 -9 45 AM

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT (the "Security Agreement") dated as of October 1, 1971 from D.T.I. ASSOCIATES, an Illinois limited partnership (the "Debtor"), whose post office address is c/o Leasing Consultants, 221 North La Salle Street, Chicago, Illinois 60601, to NATIONWIDE LIFE INSURANCE COMPANY (the "Secured Party") having its principal office at 246 North High Street, Columbus, Ohio 43216.

RECITALS:

A. The Secured Party and the Debtor have entered into a Loan Agreement dated as of October 1, 1971 (the "Loan Agreement") providing for the commitment of the Secured Party to make loans to the Debtor on or before December 31, 1971, not exceeding \$1,100,000 in aggregate principal amount. The loans are to be evidenced by the 9 1/2% Secured Notes (the "Notes") of the Debtor, expressed to bear interest at the rate of 9 1/2% per annum prior to maturity and to mature in 59 substantially equal quarterly installments, to include both principal and interest, with the final installment payable not later than September 30, 1986, and to be otherwise substantially in the form attached hereto as Exhibit A;

B. The Notes and all principal thereof and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security Agreement or the Loan Agreement are hereinafter sometimes referred to as "indebtedness hereby secured"; and

C. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all covenants and conditions in the Notes and in this Security Agreement and in the Loan Agreement contained, does hereby convey, warrant, mortgage,

(Leasing Consultants)