

Exhibit 5

part J

**LIMITED LIABILITY COMPANY
DISTRIBUTION INTEREST SECURITY AGREEMENT**

AGREEMENT dated as of April 26, 2007, but effective as of November 1, 2006, by ANTOIN REZKO ("Pledgor"), and AMERIMARK BANK, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, RMA Holdings, LLC, an Illinois limited liability company ("Borrower") and Lender entered into a loan (the "Loan") most recently evidenced by a promissory note dated May 24, 2006 in the principal amount of \$420,850.34 (the "Note"); and

WHEREAS, the Loan has been renewed from time to time and matured on November 1, 2006. Pledgor is a Guarantor of the Loan and has requested that Lender forbear from taking action against him. He is the Pledgor and has agreed to pledge the "Distribution Interest" he has in 784 Class B Units of MT Property Holdings, LLC, and it is in the financial interest of Pledgor to do so.; and

WHEREAS, it is a condition precedent to the agreement by Lender to forbear from taking action against Pledgor that Pledgor shall have granted the Security Interests contemplated by this Agreement, and Pledgor desires to grant such Security Interests in order to induce Lender to enter into a forbearance agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lender to forbear from taking action against Pledgor, Pledgor hereby agrees with Lender as follows:

SECTION 1. Definitions

1.1 Certain Defined Terms. Terms defined in the Guaranty and not otherwise defined herein have the respective meanings provided for in the Guaranty. The following terms, as used herein, have the meanings set forth below:

"Distribution Interest" means the right to receive the shares of revenues and other income, receipts or gain, or of any other distributions arising from the ownership of 784 Class B Units in MT Property Holdings, LLC ("MT") as determined under the laws of the State of Illinois and Articles of Organization and Operating Agreement of MT.

"Secured Obligations" has the meaning assigned to that term in Section 3.

"Security Interests" means the security interests granted pursuant to Section 2 hereof.

“UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

1.2 Other Definition Provisions. References to “Sections,” “subsections,” “Exhibits” and “Schedules” shall be to Sections, subsections, Exhibits and Schedules, respectively, of this Agreement unless otherwise specifically provided. Any of the terms defined in subsection 1.1 may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All references to statutes and related regulations shall include (unless otherwise specifically provided herein) any amendments of the same and any successor statutes and regulations.

SECTION 2. Grant of Security Interests

To secure the payment, performance and observance of the Secured Obligations in accordance with the terms thereof, Pledgor hereby grants to Lender, continuing security interests in, a right of setoff against, and an assignment to Lender of, all right, title and interest of Pledgor in and to the Distribution Interest.

SECTION 3. Security for Obligations

This Agreement secures the payment and performance of (i) the Obligations and all renewals, extensions, restructurings and refinancings thereof, including, without limitation, any additional indebtedness which may be extended to Pledgor pursuant to any restructuring or refinancing of Pledgor’s indebtedness under the Guaranty, and including any post-petition interest accruing during any bankruptcy reorganization of Pledgor or other similar proceeding and (ii) all indebtedness, liabilities and obligations of Pledgor now or hereafter existing under this Agreement (all such debts, obligations and liabilities of Pledgor being collectively called the “Secured Obligations”).

SECTION 4. Representations and Warranties

Pledgor represents and warrants as follows:

4.1 Binding Obligation. This Agreement is the legally valid and binding obligation of Pledgor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or limiting creditor’s rights generally.

4.2 Ownership of Distribution Interest. Except for the Security Interests, Pledgor owns the Distribution Interest, free and clear of any lien, security interest, encumbrance, claim and right of others (collectively “Liens”). No effective financing statement or other form

of lien notice covering all or any part of the Distribution Interest is on file in any recording office, except for those in favor of Lender.

4.3 Office Locations; Fictitious Names. The mailing address of the Pledgor is specified on the signature page hereof.

4.4 Perfection. This Agreement creates a valid, perfected and first priority security interest in the Distribution Interest, securing the payment of the Secured Obligations, and all filings, registrations, recordings and other actions necessary or desirable to create, perfect and protect such Security Interests have been duly taken, and such Security Interests are entitled to all of the rights, priorities and benefits afforded by the UCC or other relevant law as enacted in any relevant jurisdiction which relates to perfected security interests. Pledgor has requested MT to mark its books and records to reflect the Security Interests.

4.5 Governmental Authorizations; Consents. No authorization, approval or other action by, and no notice to or filing with, any domestic or foreign governmental authority or regulatory body or consent of any other Person is required either (a) for the grant by Pledgor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by Pledgor or (b) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

4.6 Conflicting Laws and Contracts. Neither the execution and delivery by Pledgor of this Agreement, the creation and perfection of the Security Interests, nor compliance by Pledgor with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Pledgor, the Articles of Organization or Operating Agreement of MT, or the provisions of any indenture, instrument or agreement to which Pledgor is a party or a subject, or by or which it, or its properties, is bound, or conflict with or constitute a default thereunder.

4.7 Accurate Information. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Pledgor with respect to the Distribution Interest is and will be accurate and complete in all material respects.

SECTION 5. Further Assurances; Covenants

5.1 Other Documents and Actions. Pledgor will, from time to time, at its expense, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable, or that Lender may request, in order to create, perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Distribution Interest. Without limiting the generality of the foregoing, Pledgor will: (a) execute and file such instruments, documents or notices, as may be necessary or desirable, or as Lender may request, in order to create, perfect and preserve the Security Interests granted or purported to be granted hereby; (b) at any reasonable time, upon demand by Lender allow Lender or Persons designated by Lender to examine and make copies of the records of Pledgor related to the Distribution Interest, and to discuss the Distribution Interest and the records of Pledgor with respect thereto with, and to be advised as to the same by, Pledgor; and (c) upon Lender's request, appear in and

defend any action or proceeding that may affect Pledgor's title to or Lenders security interest in the Distribution Interest.

5.2 Locations. Pledgor will give Lender at least thirty (30) days prior written notice of any change in Pledgor's mailing address. With respect to any new location (which in any event shall be within the continental United States), Pledgor will execute such documents and take such actions as Lender deems necessary to perfect and protect the Security Interests.

5.3 Uncertificated Securities Covenants. Pledgor shall, and shall cause other appropriate parties under Sections 8-313 and 8-321 of the UCC to, mark it or their books and records with the numbers and face amounts of all uncertificated securities evidencing the Distribution Interest and all rollovers and replacements therefor to reflect the Security Interests. Pledgor shall provide Lender and shall cause other Persons to provide Lender with written confirmation of the Security Interest in such uncertificated securities. Pledgor shall take, and shall cause all other necessary Persons to take, all action necessary or appropriate to create, perfect and maintain a first perfected priority Lien in such uncertificated securities in favor of Lender. In the event that subsequent to the date hereof, the Distribution Interest are evidenced by certificates, Pledgor will promptly deliver such certificates to Lender, together with an assignment duly endorsed in blank for transfer.

5.4 Protection of Distribution Interest. Pledgor will do nothing to impair the rights of Lender in the Distribution Interest.

5.5 Taxes and Claims. Pledgor will pay when due all property and other taxes, assessments and governmental charges imposed upon, and all claims against, the Distribution Interest; provided, that no such tax, assessment or charge need be paid if Pledgor is contesting same in good faith by appropriate proceedings promptly instituted and diligently conducted and if Pledgor has established such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP; and provided further that the same can be contested without risk of loss or forfeiture or material impairment of the Distribution Interest in question.

5.6 Distribution Interest Information. Pledgor will furnish to Lender, from time to time upon request, statements and schedules further identifying and describing the Distribution Interest and such other reports in connection with the Distribution Interest as Lender may reasonably request, all in reasonable detail. Pledgor will, promptly upon request, provide to Lender all information and evidence it may reasonably request concerning the Distribution Interest to enable Lender to enforce the provisions of this Agreement.

5.7 Records of Distribution Interest. Pledgor shall keep full and accurate books and records relating to the Distribution Interest and shall stamp or otherwise mark such books and records in such manner as Lender may reasonably request indicating that the Distribution Interest are subject to the Security Interests.

5.8 No Change to Articles of Organization or Operating Agreements of MT. Without the prior written consent of Lender, Pledgor will not permit, suffer or otherwise consent to, any amendment, supplement or other modification to the Articles of Organization or Operating Agreements of MT such that the effect of which, individually or taken as a whole with

prior amendments or modifications, would result in a dilution of the Distribution Interest or would be likely to result in a material adverse affect upon the Security Interests or the remedies available to Lender.

SECTION 6. Lender Appointed Attorney-in-Fact

Pledgor hereby irrevocably appoints Lender as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor with or without the signature of Pledgor where permitted by law, from time to time in Lenders discretion to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to sign and endorse any documents (including without limitation financing or continuation statements, and amendments thereto) necessary or advisable to create, perfect, protect and maintain the perfection and priority of the Security Interests;

(b) to pay or discharge taxes or Liens, levied or placed upon or threatened against the Distribution Interest, or any of them, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender in its reasonable discretion, and such payments made by Lender to become obligations of Pledgor to Lender, due and payable immediately without demand and secured by the Security Interests;

(c) after the occurrence and during the continuance of an Event of Default, to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Distribution Interest, or any of them;

(d) after the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of the Distribution Interest or otherwise to enforce the rights of Lender with respect to the Distribution Interest; and

(e) after the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, request redemption of Pledgor's interest, exercise any voting rights of Pledgor under the Articles of Organization and Operating Agreement of MT, make any agreement with respect to or otherwise deal with the Distribution Interest as fully and completely as though Lender were the absolute owner thereof for all purposes.

Pledgor hereby ratifies and approves all acts of Lender made or taken pursuant to this Section 6. Neither Lender nor any Person designated by Lender shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law, unless it is determined by a judgment of a court of competent jurisdiction, final and not subject to review on appeal, that such action, omission, error or mistake constituted gross negligence or wilful misconduct. This power, being coupled with an interest, is irrevocable so long as this Agreement shall remain in force.

SECTION 7. Transfers and Other Liens

Pledgor shall not:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Distribution Interest or any portion thereof.

(b) Create, incur or suffer to exist any Lien upon or with respect to any of the Distribution Interest to secure indebtedness of any Person except for the security interest created by this Agreement.

(c) Sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion or any of the Distribution Interest, except financing statements naming Lender as secured party.

SECTION 8. Remedies

(a) If any Event of Default shall have occurred and be continuing, Lender may exercise in respect of any or all of the Distribution Interest, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC and also may without notice except as specified below, sell or otherwise dispose of the Distribution Interest or any part thereof in one or more units at public or private sale, at any of Lender's offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of any or all of the Distribution Interest, if permitted by law, Lender may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Distribution Interest or any portion thereof for the account of Lender. Lender shall not be obligated to make any sale of Distribution Interest regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, Pledgor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter enacted.

(b) Upon the occurrence and during the continuance of an Event of Default, Lender or its agents or attorneys shall have the right to take possession of Pledgor's original books and records relating to the Distribution Interest.

(c) Pledgor acknowledges and agrees that a breach of any of the covenants contained in Sections 5.1(a), 5.1(b), 7 and 8 hereof will cause irreparable injury to Lender and that Lender has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of Lender to seek and obtain specific performance of other obligations of Pledgor contained in this Agreement, that the covenants of Pledgor contained in the Sections referred to in this Section shall be specifically enforceable against Pledgor.

SECTION 9. Limitation on Duty of Lender with Respect to Distribution Interest

Beyond the safe custody thereof, Lender shall have no duty with respect to the Distribution Interest in its control (or in the control of any agent) or with respect to any income thereon or the preservation of rights against prior parties or any other rights pertaining thereto. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Distribution Interest in its control if the Distribution Interest are accorded treatment substantially equal to that which it accords its own property.

SECTION 10. Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Distribution Interest shall be applied: first, to all fees, costs and expenses incurred by Lender with respect to the Loan or the Distribution Interest; second, to all fees due and owing to Lender; third, to accrued and unpaid interest on the Secured Obligations (including any interest which but for the provisions of the Bankruptcy Code, would have accrued on such amounts); fourth, to the principal amounts of the Secured Obligations outstanding; and fifth, to any other indebtedness or obligations of Pledgor owing to Lender. Any balance remaining shall be delivered to Pledgor.

SECTION 11. Expenses

Pledgor shall pay all expenses of protecting, appraising, handling and maintaining the Distribution Interest, all costs, fees and expenses of perfecting and maintaining the Security Interests, and any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Distribution Interest. If Pledgor fails promptly to pay any portion of the above expenses when due or to perform any other obligation of Pledgor under this Agreement, Lender may, at its option, but shall not be required to, pay or perform the same, and Pledgor agrees to reimburse Lender therefor on demand. All sums so paid or incurred by Lender for any of the foregoing, any and all other sums for which Pledgor may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) incurred by Lender in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement shall be payable on demand, shall bear interest until paid at the highest rate provided in the Note and shall be secured by the Distribution Interest.

SECTION 12. Termination of Security Interests; Release of Distribution Interest

Upon payment in full of all Secured Obligations and the termination of the Loan, the Security Interests shall terminate and all rights to the Distribution Interest shall revert to Pledgor. Upon such termination of the Security Interests or release of the Distribution Interest, Lender will, at the expense of Pledgor, execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence the termination of the Security Interests or the release of the Distribution Interest, as the case may be.

SECTION 13. Notices

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given shall be in writing and given as provided in the Guaranty to the address set forth opposite the name of each party hereto.

SECTION 14. Waivers, Non-Exclusive Remedies

No failure on the part of Lender to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Guaranty or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Lender of any right under the Guaranty or this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement and the Guaranty are cumulative and are not exclusive of any other remedies provided by law.

SECTION 15. Successors and Assigns

This Agreement is for the benefit of Lender and its successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the Secured Obligations so assigned, may be transferred with such Secured Obligations. This Agreement shall be binding on Pledgor and its successors and assigns; provided that Pledgor may not assign its obligations under this Agreement without Lender's prior written consent.

SECTION 16. Changes in Writing

No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by Pledgor therefrom, shall in any event be effective without the written concurrence of Lender and Pledgor and then only to the extent in such writing specifically set forth.

SECTION 17. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

SECTION 18. Severability

The invalidity, illegality or unenforceability of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.

SECTION 19. Headings

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 20. Survival of Representations

All representations and warranties of Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

SECTION 21. Entire Agreement

This Agreement embodies the entire agreement and understanding between Pledgor and Lender relating to the Membership Interests and supersedes all prior written and oral agreements and understandings between Pledgor and Lender relating to the Distribution Interest.

SECTION 22. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 23. Collateral Purposes Only

This Agreement is executed only as security for the Secured Obligations. Anything to the contrary notwithstanding, Lender shall not be deemed to have assumed any of the responsibilities or obligations of Pledgor under the Operating Agreement.

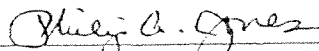
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Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the day first above written.

Address: _____


ANTOIN REZKO

AMERIMARK BANK

By: 
Name: PHILIP A. JONES
Title: Sr. Vice President

AMENDED AND RESTATED
SETTLEMENT AGREEMENT AND
ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment is entered into this 1st day of March, 2007, by and between Antoin S. Rezko (“Rezko”) and Dr. Michel Malek (“Assignee”).

WITNESSETH:

WHEREAS, Rezko and/or other affiliates of Rezko (Rezko, together with all affiliates of Rezko, including, without limitation, MT Property Holdings, LLC (“MT”), together with Mr. Daniel S. Mahru, are hereinafter referred to collectively as the “Rezko Parties”) and Assignee have heretofore entered into various business arrangements (all such business arrangements are collectively hereafter referred to as the “Business Transactions”); and

WHEREAS, certain disputes have heretofore arisen between the Rezko Parties and Assignee in respect of the Business Transactions; and

WHEREAS, the parties desire to settle any and all claims of Assignee against Rezko and other Rezko Parties (collectively, the “Claims”); and

WHEREAS, Rezko owns membership interests in MT; and

WHEREAS, Rezko desires to assign 2.0385 membership units in MT (the “Units”) to Assignee in return for a general release of all Rezko Parties from all Claims, and Assignee desires to accept the Units and grant such general release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Rezko hereby assigns, transfers and conveys to Assignee the Units, together with all of the rights and interests of Rezko to receive any distributions or any other payment in respect thereof.
2. Acceptance. Assignee hereby accepts such assignment and agrees to be bound by all of the obligations, agreements and covenants under the Amended and Restated Operating Agreement of MT in respect of the Units. No promise or inducement for Assignee to accept this Assignment has been made to Assignee except as expressly set forth herein.
3. Release. Assignee, for itself, himself, or herself, as applicable, and all other persons claiming by, through or under Assignee, hereby releases, discharges and settles any and all claims, demands and judgments of any nature whatsoever, both known and unknown, both absolute and/or contingent, that Assignee has, ever had or may presently have or hereafter acquire against the Rezko Parties and/or any of their affiliates arising from the beginning of time up to and including the date of this Assignment including, without limitation, all matters in any way related to the Business Transactions and/or the Claims.

4. Acknowledgements. Assignee acknowledges and agrees that there can be no assurance that (i) by pursuing the Claims that Assignee would either obtain a judgment in the amounts claimed or that any judgment obtained would be able to be satisfied by the Rezko Parties, Mahru, and/or any of their affiliates, and (ii) any distributable proceeds will be available to any Unit owner of MT in the foreseeable future or in any specified amount.

5. Miscellaneous.

i. This Assignment constitutes the entire agreement among the parties hereto and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof.

ii. If any provision hereof shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

iii. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

iv. In the event of a breach of this Assignment by either party hereto, the non-breaching party shall be entitled to recover from the breaching party all fees and costs incurred (including legal fees and court costs) by the non-breaching party in seeking to enforce the terms and conditions of this Assignment.

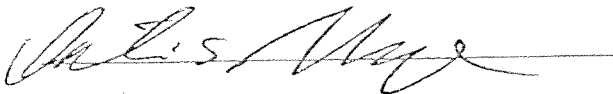
v. This Assignment shall be governed by and construed according to the substantive laws of the State of Illinois without application of any choice of law principals that would cause the laws of any other jurisdiction to be applicable.

vi. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which when taken together shall be deemed to be one and the same instrument.

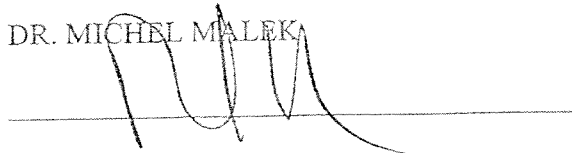
[Signature Page Immediately Following]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the day and year first above written.

ANTOIN S. REZKO



DR. MICHEL MALEK



CONSENT TO ASSIGNMENT

The undersigned, being all of the Members of MT Property Holdings, LLC, hereby acknowledge and consent to the foregoing assignment.


Michael M. Rumman

Rezko Property Holdings, LLC

By: _____