SECOND SUPPLEMENT

3600

To

INDENTURE OF MORTGAGE AND DEED OF TRUST DOOD OF CO.

From

ZAYRE THIRD REALTY CORP.

To

SHAWMUT BANK OF BOSTON, N.A. And MAX GOLDSMITH, as Tristees

in istee Dated as of October 1, 1985 Supplementing the Indenture of Mortgage and Deed of Trust Dated as of December 15, 1969

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SECOND SUPPLEMENT TO INDENTURE OF MORTGAGE AND DEED OF TRUST, dated as of October 1, 1985 (herein called this Supplement), between ZAYRE THIRD REALTY CORP. (herein called the Company), a Delaware corporation, having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, and SHAWMUT BANK OF BOSTON, N.A. (formerly The National Shawmut Bank of Boston), as trustee (herein, together with its successors and assigns as such trustee, called the Trustee), having its corporate trust office at One Federal Street, Boston, Massachusetts 02211, and MAX GOLDSMITH (as successor individual trustee to W.S. Wadland), as individual trustee, (herein called the Individual Trustee), having an address at c/o Shawmut Bank of Boston, One Federal Street, Boston, Massachusetts 02211, as trustees (herein, together with all separate trustees and co-trustees appointed as provided in Section 8.6 of the Original Indenture as hereinafter defined collectively called the Trustees).

PRELIMINAR' STATEMENT

This Supplement amends and supplements the Indenture of Mortgage and Deed of Trust dated as of December 15, 1969, as amended by the Supplement to Indenture of Mortgage and Deed of Trust dated as of December 15, 1970 (together herein called the Original Indenture), from the Company to the Trustees, duly recorded in the office of the Illinois Recorder of Deeds for Cook County (the Original Indenture, as amended and supplemented by this Supplement, being herein called the Indenture) covering the land described in Schedule A attached thereto, together with the improvements constructed thereon (said land and improvements being herein collectively called the Original Property).

The Company, having deemed it necessary to incur indebtedness by borrowing for its proper corporate purposes, issued its 7-3/4% Secured Notes,

SECON FOR MINER TO INDENTURE OF NORTHAND DESIGN OF TRUST, dated

As of October 1 1000 (norther called vir vir supplement), between CAPRE TRIED

SEALTY TOO. (negern called to the second), a Delayary corporation, baying an

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PRESIDENCE STATEMENT

This implement amove all applement indenture of Northland of Northland and Dead of Trust date of Trust dated as at December 12, 1970 (together benefit and an tribut tributes), from the Company to the Trust dated as of December 12, 1970 (together benefit and an tribut tribut to the Utilities of the Company to the Trustoria, do personal to the office of the Utilian's Reforder of December 662 December Company (tread and instant treatment of the Amount of the Supplemented by this Supplement, being leaved to tode the indenture) vovering the land described in the tension (said land and improvement, being herein culticatively called the timeseen (said land and improvement, being herein culticatively called the Conference of Trusters

The Charles of the property described it measury to lead independence by the start of the secured Worself as the first the property of the property of the first the secured worself.

Series C, due January 1, 2001 and its 9-1/2% Secured Notes, due January 1, 2001 (the Original Notes) in the original aggregate principal amount of \$3,210,000 and mortgaged, warranted, granted, bargained, sold, conveyed, pledged and assigned the Trust Estate (as defined in the Original Indenture and herein referred to as the Original Trust Estate) in order to secure payment of the Original Notes.

The Company now deems it necessary to incur additional indebtedness for its proper corporate purposes. Such borrowing is evidenced by its 11.50% Improvement Notes, Series C, due January 1, 2001 (the Series C Improvement Notes) in the original aggregate principal amount of \$4,245,000 and substantially in the form attached hereto as Schedule B. The Series C Improvement Notes are equally and ratably secured with the Original Notes, and entitled to the benefits of the Indenture.

The proceeds of the sale of the Series C Improvement Notes will be used to reimburse the Company for its expenses incurred in purchasing a certain parcel of land including the improvements located thereon adjacent to the Original Property (the Additional Property) isorribed in Schedule A-1 hereto and to reimburse Chicago Trading Corp., an Illinois corporation (the Lessee) for its expenses incurred in constructing additional improvements (the Improvements) to the Original Property and the Additional Property pursuant to paragraph 19 of the Lease Agreement, dated as of December 15, 1969 (herein called the Original Lease), between the Company, as lessor, and the Lessee, as lessee. The Original Lease has been supplemented by a First Supplement to Lease Agreement, dated as of the date hereof (herein called the Lease Supplement), between the Company and the Lessee, and constitutes a part of the property described in the granting clauses of the Original Indenture. In addition, the Guaranty, dated as of December 15, 1969 (the Original Guaranty),

Sories S. due inmosty (100) and its 9-1/2% Secured Notes, due danuary t. 2001 (the Original Motes) is the original auguste principal amount of 31,210,000 and mortgaged, warracted, granted, bargained, sold, conveyed, piedged and assigned the frust Estate as defined in the Original Indonture and berein ceferred to as the Original Trust Estate) in order to secure only sear the Original Motes.

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from Zayre Corp., a Delaware corporation, to the Company and the predecessors of the Trustees, has been supplemented by a First Supplement to Guaranty, dated as of the date hereof (the Guaranty Supplement), and constitutes a part of the property described in the granting clauses of the Original Indenture.

The Company proposes to amend and supplement the Original Indenture in order to confirm that the Additional Property and Improvements are subject to the lien thereof and to create the Series C Improvement Notes. The Company is duly authorized under all applicable provisions of law to execute and deliver this Supplement and the Series C Improvement Notes and to do such other things as are hereinafter set forth, and all action required by law and all corporate action on its part required therefor have been duly taken.

CRANTING CLAUSE

NOW, THEREFORE, THIS SUPPLEMENT WITNESSETH: that the Company, in consideration of the premises and of One Dollar (\$1.00), the receipt of which is hereby acknowledged, hereby confirms and ignees that it has (i) mortgaged, warranted, granted, conveyed, pledged and assigned into the Trustees the Trust Estate under the Original Indenture and (ii) mortgaged, warranted, granted, conveyed, pledged and assigned and by these presents does hereby mortgage, warrant, grant, convey, pledge and assign unto the Trustees, and their successors in the trust hereby created and assigns forever (in the lase of the Trustee, only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes hereof), all its estate, right, title and interest in and to the following described property (herein together with the Original Trust Estate cailed the Trust Estate):

Irom Zayro Gary., a Delaward rorporation, to une Company and the predecessors of the Trustees, has been supplemented by a First Supplement to Gustanty.

dated as of the date hereof (the surrory Supplement), and constitutes a part of the percent of the constitutes at part.

The Company property of any and not supplement the Orlginal Indentation of a confirmation and the Company and Improvements are subject to the lieu thereof and to crost the Sovies Ciaprovement Notes. The Company subject this supplement all applements of invertees at invertees and daily authorized and the derivation to improvement Notes and to do such eather this supplement and the derivation to improvement Notes and to do such acher things as are invalidated ast forth, and all accion required by law and all companies account on its part required therefore have been duly taken.

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NOW, THEOREM, THIS SUFFICIANT VITNESSETH: that the Company, in consideration of the precises and these Schlar 121,000, the receipt of which is bereby schooledged, hereby confirm and agrees that it has (1) mortgaged, warranted, grouted, reveneyd, pledged and assigned unto the Trustees the Trustees, and the instantial, granted, pledged and assigned and by there presents does bereby mortgages warrant, evan , convey, pladge and masign upon the Trustees, and their successment in the trust bereby stanted and assigns former (in the case of the lawsees, only to the extent of its required and assigns formers to the case of the laws of any particular jurisd culou to receive and hald property therein for the purposes hereaf), all its state, right, title and interest in and to the following described property (accein cognition with the Original Trust Estate ralled the Trust Service):

The Additional Property and all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Original Property and the Additional Property acquired by or released to the Company or constructed, assembled or placed on the Original Property or the Additional Property by the Company or the Lessee, but excluding any personal property, subsequent to the execution and delivery of the Original Indenture in the case of the Original Property and subject to the execution and delivery of this Supplement in the case of the Additional Property, including all right, title and interest of the Company in and to all buildings, equipment and fixtures (other than those trade fixtures which are the property of the Lessee) and subject to the lien of the Indenture, upon such acquisition, release, construction, assembling or placement, without any future mortgaging, granting, conveying, assigning, hargaining, selling, pledging, giving, transferring, setting over, or other act by the Company, as fully and completely, and with the same effect, as though then owned by the Company.

The Company further confirms and agrees that the Original Lease as supplemented by the Lease Supplement constitutes a part of the property described in the granting clauses of the Original Indenture and is and shall remain a portion of the Trust Estate.

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustees, their successors and assigns, forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture for the equal and proportionate benefit and security of the present and future holders of the Notes (as such term is defined in the Original Indenture) issued and to be issued by the Company, without preference of any Note over any other, and for enforcement of the payment of the Notes, in accordance with their respective terms, and all other sums payable under the

The Acciding Property and all improvements, betweeners, repeated, patternations to, the authorities and expurisonates to, the Original Property and the authorities of Property bequited by or reliefied to the Company or entering the property or the Additional Property by the Import, or the Lesine, but excluding any personal property, subsceptor to the entering of the Lesine, but excluding any personal in the case of the entiries of the entering tendent indenture of this Supplement is the case of the Additional Property, including all delivery right, title and interest of the Lance of the Additional Property, including all delivery and the transference of the the Event State of the Campany in and tendent military, actually of the Campany in the anticle and interest of the Campany in Additional Property of the property of the release, consciunting, assembling or piccourse, so such acquisition, granting, consciunting, assembling, bergained, selling, pledging, giving, astitud over the Company, as tulky and the English Company, as tulky and the Company, as tulky and the Company, as tulky and the Company.

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Indenture, or on the Notes, and for the performance of and compliance with the obligations, covenants and conditions of the Indenture.

ARTICLE I

Amendments

The Company and the Trustees hereby agree that the Original Indenture shall be amended and supplemented as follows:

Section 1.1. <u>Definitions</u>. Certain defined terms appearing in the Original Indepture and this Supplement shall have the following meanings:

- (a) The term "Additional Property" as used in this Supplement has the meaning specified in the Preliminary Statement hereto.
- (b) The term "Assignment" as used in this Supplement and in the Original Indenture shall mean the Assignment, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Assignment of Lease and Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time 40 time as permitted thereby.
- (c) The term "corporate trust office" is used in the Original Indenture shall mean the office of the Trustee at which its corporate trust business is administered, presently at One Federal Street, Poston,

 Massachusetts 02211.
- (d) The term "Guaranty" as used in this Supplement and in the Original Indenture shall mean the Guaranty, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Guaranty, dated as of the date hereof, and as further supplemented from time to time as permitted thereby.
- (e) The term "Lease" as used in this Supplement and in the Original Indenture shall mean the Lease Agreement, as defined in the Original

Indenture, or in the Nobes, and for the performance of and compliance sirk the ballgarious, covenants and conditions of the Indenture.

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Section 1.1. Befinitions. Testand defined verms appearing in the Original indentate and this hope was small bere the following meanings:

- (a) the term "Additional Presency" as used in this Supplement has
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 - (b) The term "Asylgment" as used in this Supplement and in the

Original Indenture about mean the Assignment, as defined in the Uriginal raterture, as amontoned and supplement to Assignment of Lease and Agricoment, dared as a for the bereat, and as the same may be for their emended and supplementary to the to the amended and supplementary from time to time as parmitted thereby.

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Obiginal Indoclars shall mean the Guacanay, as destined in the Original Indonture, as accorded and supplemented by the first Supplement to Guaranty, dated as of the date for the supplemented from time to time as peimitted theorem.

(4) The cero "Ouer enty" is used in this Supplement and in the

(e) "the term "Loase" as used in this Supplement and in the Original Indenture shad: were the Lease Agreement, as defined in the Original

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Indenture, as amended and supplemented by the First Supplement to Lease

Agreement, dated as of the date hereof, and as further supplemented from time
to time as permitted thereby.

- (f) The term "Indenture" has the meaning specified in the Preliminary Statement hereto.
- (g) The term "Note Agreements" as used in the Original Indenture shall seen the Note Agreements as defined in the Original Indenture, and shall include the Note Agreement dated October 1, 1985 between the Company and each of the partie. Fisted in Exhibit A thereto.
- (h) The 'erm "Other Indenture" as used in the Original Indenture shall mean the Other Indenture, as defined in the Original Indenture, as amended and supplmented by the First Supplement to Indenture of Mortgage and Deed of Trust, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.
- (i) The term "Other Lease" as used in the Original Indenture shall mean the Other Lease, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Lease Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.
- (j) The term "Other Notes" as used in the Original Indenture shall mean the Other Notes, as defined in the Original Indenture, and shell include the Series A Improvement Notes issued and sold by the Company to certain purchasers and created and secured by the Other Indenture related thereto.

Section 1.2 <u>Financial Statements</u>; <u>Books and Records</u>. The Original Indenture is hereby amended to extend to the holders of the Improvement Notes the rights given to the Trustee under Section 3.16 of the Original Indenture.





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- (1) The torm "Indestruct" has the meaning specified in The
- (a) The term "Maio Agreements is need in the Original Independent and shall include the fore Agreements as noticed in the Original Independent, and shall include the Nove Agreement dated October 1, 1985 between the Company and each of the forçues Hated in Exhibit Arthrets.
 - (a) The term 'Orbic' indenture, as defined in the Original Indenture, as shall mean the Original Indenture, as small mean the Original Indenture, as small mean the Original Indenture of Moriging and and supplimental by the First Supplemental Indenture of Moriging and Joseph Truck, detect or the date by the date by the date of the indenture and supplemental the rise time to the meanish the first same and supplemental the rise time to the meanitied thereby.
- (i) The here "Diber level of used on the Original Indonture small require the Other Cense. As amended and supplemented by the First hope invent to lesse Agreement, dated as of the date hereof, and as the our may be further ascarded supplemented from time to then as permitted from the last to the our may be further ascarded and supplemented from time to then as permitted theory.
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Section 1.2 Finalities altered to extend to the holders of the Improvement Wolescon rights given to the context to extend to ros holders of the Improvement Wolescon rights given to the trates under Section 3.16 of the Original Indenture.

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Section 1.3. Events of Default. The Original Indenture is hereby amended by deleting paragraphs (h), (i) and (j) of Section 7.1 and by substituting in lieu thereof the following paragraphs (h), (i) and (j):

- "(h) if the Company shall be adjudicated a debtor or bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called Bankruptcy Laws); or
- ()) if the Company shall (A) apply for or consent to the appointment of, or the taking of possession by any Meceiver, custodian, trustee, United States Trustee or Liquidator (or other similar official) of the Trust Estate or any part thereof or of any substantial portion of the Company's property, or (B) generally not pay ics debts as they become due, or admit in writing itr inability to pay its debts generally as they become due or (C) make a general assignment for the benefit of its creditors, or (D) file a petition commencing a voluctary case under or seeking to take advantage of any Brankruptcy Law, or (E) fail to controvert in timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against the Company or otherwise filed against the Company pursuant to any Bankruptcy Law, or (F) take any corporate action in furtherance of any of the foregoing, or
- (j) if an order for relief against the Congeny shall be entered in any involuntary case under the Tederal Bankruptcy Code or any similar order against the Company shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Company or proposing the reorganization of the Company under any Bankruptcy Law shall be filed and not be discharged or denied within 60 days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (A) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Company, or (B) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or any similar official) of the Trust Estate or any part thereof or of the Company or of any substantial portion of the Company's property, or (C) any similar relief as to the Company pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be



Section 1.3. depris of Polaule. The Original Indehrure is hereby

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amended by detecting paragraphs (6), (1) and (3) of Section 7.1 and by aubscring in tion thereof the fellowing paragraphs (6), (1) and (3):

- fil) if the longway shall by opinated a debterior of the bankrupt or be deviated inscreent ander the Federal Dankruptor or be deviated to started as started as file (as now or masteries or of the constitution or adjustment inconservator, corresponding to the debte file of the conservator.

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- (i) if the Company would is apply for or consent to the appointment of us the action of parametrion by any required, castodion, and the action of the object of the states indicated the states of the state of the consent of the formation of the consent of the state of the consent of the parameter of the consent of the co
- (3) if is some for early applied the Company shall be iscebal out rebuil week that been and of two species down of the stability order against the and the same of acceptance to the contract of the second on philosophia notition will be able to by the self partengers to precede with devices the company overs state by third and not be thanked or denied within ad davis a pre-mark filting, or if a proceeding of cause and disgraph Bay armore you of the increase posed Dicate gasidelispii sik (A) geläsee enkring sug and an article of the second bearing and the control of the contro or delice of the Coursey, by (B) the appointment of a received, an code of conservation but an about the conservation stance will be identified on the to the out to the pi Actives in the test thereof on at the Company or of any (D) to a visupping at compact satisfactor of the factor and a are the factor of the testing pursuant to any thing osse to yetherough date per test that exity with a continue soule of each, and ander, judgment or deduce approximation contenting any of the foregoing shall be

entured and continue unstayed and in effect for 60 days; or"

Section 1.4. <u>Schedule A.</u> The Original Indenture is hereby amended by deleting Schedule A thereto in its entirety and by substituting in lieu thereof Schedule A attached hereto.

Section 1.5. <u>Improvement Notes</u>. Section 2.2(c)(ii) of the Original Indenture is hereby amended to add the following phrase:

"Said Supplemental Indenture shall
ite cribe the terms, including interest and
me unity dates, of Improvement Notes and
shall have been recorded;"

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section 1.4. Squedule &. The original Indeature is marchy emended. Their in ignituation of the continue of the continue of all body and by all being in its by deleter and the continue of the co . whereof Spachile A attached hereto.

Section 1.5. (mappy week Marks. Section 2.2(c)(14) of the Original

indenture la boreby unerded to add the following phrase:

Solve County Clarks Office

ARTICLE II

The Notes

Section 2.1. The Series C Improvement Notes. The Series C Improvement Notes may have such letters, numbers and other marks of identification and such legends or endorsements thereon as the Company may determine with the approval of the Trustee and as are not inconsistent with the provisions of the Indenture. The Series C Improvement Notes shall:

- (a) each be designated the "11.50% Improvement Note, Series C, due January 1, 2001";
- (c) be limited in aggregate original principal amount to an arount of \$4,400,000 (exclusive of Notes issued pursuant to Section 2.7 of the Indenture);
- (c) be issuable only as fully registered Notes, without coupons, in any denomination;
- (d) be dated the date of issuance thereof, except as otherwise provided in Section 2.8 of the Indenture;
- (e) mature, unless sooner paid in full pursuant to the provisions thereof and of the Indenture, on January 1, 2001;
- (f) bear interest (computed as if each full calendar month consisted of 30 days and each full calendar year consisted of 360 days) on the unpaid principal amount thereof from the date thereof to maturity, whether by acceleration or otherwise, at the rate of 11.50% per annum, and (to the extent permitted by applicable law) or any overdue principal, premium, if any, and overdue interest, at the rate of 12.50% per annum (or such lesser rate of interest as may be the maximum permitted by applicable 12w);
- (g) be due and payable as to interest only accrued from the respective dates of issuance thereof up to and including December 31, 1985, on January 1, 1986;
- (h) be due and payable on April 1, 1986 (in addition to the interest payment due on such date) and on the first day of each July, October, January and April thereafter to and including October 1, 2000 in 59 equal quarterly instalment payments (herein, together with the remaining balance payable on January 1, 2001, called the Instalment Payments), each in amounts sufficient that upon the due payment of all such Instalment Payments there shall have been paid to the holders of the Series C Improvement Notes

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Section 2.1. The sortes C improvement Notice. The Sortes C

Improvement Notes sup have such letters, sumbers and other marks of the identification and such impends of andotscasses thereon as the Company may determine with the approval of the Traster and as are not inconsistent with the provisions of the latenters. The mornes of improvement Notos stall:

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 - (c) to isoping only as inly registered Notes, without componer, in any denomination:
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 - (g) to due and pryable as to interest only appropriated and from the reducitive dates of issuance thereoff up to and including Jacobse it. 1985; on January 1, 1986;
 - (a) more so and prove the on again 1, 1986 (in addition to the incomes negaciar to another and anter and an therefore to any circular bound of the content and applied the and invariant of the content o

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100% of the original principal amount thereof, together with accrued interest thereon; each Instalment Payment when paid, to be applied first to the payment of all interest accrued and unpaid on the Series C Improvement Notes and then to payment on account of the principal thereof;

- (i) be prepayable only as provided in Article VI of the Indenture;
- (j) be substantially of the tenor and in the form set forth in Schedule B hereto, with such omissions, insertions and variations as are provided for or permitted by the Indenture; and
- (k) be secured equally and ratably with the Original Notes of the Company and all other series of Improvement Notes of the Company which may be issued pursuant to Section 2.2 of the Indenture and be entitled to the benefits of the Indenture.

Section 2.2. <u>Original Issue of the Series C Improvement Notes</u>.

Forthwith upon the execution and delivery of this Supplement, the Series C Improvement Notes in an aggregate original principal amount of \$4,245,000 shall be authenticated and delivered by the Trustee in accordance with the order of the Company signed by the President or a Vice President thereof. Such order shall specify the principal amount of the Series C Improvement Notes to be authenticated and delivered, and shall be the only authority required by the Trustee for the authentication and delivery of the Series C Improvement Notes provided for in this Section 2.2.

ARTICLE III

Ratification

This Supplement is expressly made supplemental to and a part of the Original Indenture. Except as hereby expressly amended and supplemented, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

1991 of the officient principal carrest thereof, regulier the with accepted saterage thereon; ward the accepted accepted be appried first to the present of all interstit made, to be appried and the Series of approvement Motes and then to payment Motes and then to payment the ristingal thereoff.

- the intercept to the property as provided in Author VP of the intercept
- (j) he amost omising of the tener and in the form sett form sett form sett on a fine fitter tone and variations are provided for permitted by the findenture; and
 - Indian to secure design the second by with the Original Roses of (N) accorded to second second second second second second to second to second to second the second to second to

Section 2.1. Octainal issue of the Series of mecovement Notes.

Forthwith apon the execution and delicar of this applement, the Sories C Improvement Notes it on aggregate original accordance of \$4,245,000 shall an authenticated and delivered by the Trustee in accordance with the cries of the Company signed by the instant or a View President Charcel. Such order shall specify the catacipal amount of the Series C Improvement Notes to be authenticated and delivered, and shall be the only authority required by the fire only authority.

IT RESTM

and traditions

This Supplement is expressly made propiemental to bud a part of the uniginal ladenture. Except sa cereby expressly accorded and supplemented, the Original Indenture is in all respects to first and renfirmed and all the terms, conditions and providers there is all remain in full force and offect.



ARTICLE IV

Equal and Ratable Security

Anything in this Supplement to the contrary notwithstanding, the Company and the Trustees agree that the Original Notes and the Series C Improvement Notes shall be equally and ratably secured by the Original Indenture, as supplemented by this Supplement.

ARTICLE V

Priority of the Lease

Anything in this Supplement to the contrary notwithstanding, the Company and the Trustees agree that the Original Indenture, as supplemented and amended by this Supplement, shall be and remain subject to the rights of the Lessee under the Original Lease, as supplemented by the Lease Supplement.

ARTICLE VI

Representation and Varranty

Anything in this Supplement to the contrary notwithstanding, the Company represents and warrants the truth and correctness of the information set forth in the Preliminary Statement hereof and in the Original Indenture, and convenants and agrees that the Original Indenture, as supplemented by this Supplement, constitutes a direct and valid first lien on the prior security interest with respect to the Trust Estate subject to Permitted Exceptions as defined in the Original Indenture.



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Rainwak migraph ber tempa

Amprhing in this Applement to the contrary notwithstanding, the Company and the Trusted agree that the Collinal Mores and the Series Company and the Trusted agree that the contrary according to the Original Indeature, as supplemented by the Original

T BUSINESA

Priority of the beauch

Anguly and the Trustee, aver that the Contract netwinshing, the Company and the Trustee, as supplemented and amended by this Supplement, shall be and report subject to the cights of the Losse, or anylemented by the Lease Supplement.

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Anything in shis Supplement to the contrary nutwithstanding, the Company represents and waterate the tenth and contractness of the information set fouth in the Proliminary Statement bereaf and in the Original Indenture, and conventure and conventure, as supplemented by this Supplement, constituents a sirect and valid first lien on the prior security interest with respect to the Praje Saturity defined in the Original Indonture.

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ARTICLE VII

Miscellaneous

Section 7.1. Counterparts. This Supplement may be executed in any number of counterparts and each thereof shall be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

Section 7.2. <u>Headings</u>. The headings of the various Articles,
Sections and Schedules herein have been inserted for convenient reference only
and shall not to any extent have the effect of modifying or amending the
express terms and provisions of this Supplement.

ARTICLE VIII

Incorporated Schedules

The following are Schedules A, A-1 and B referred to in this Supplement:

MIV GROWTAN

Name of Language

Section 7.1. Congression in This Rappiement may be exeduted in any amban of counterparts and onch items about the descent ob be an original; and Simmurani come ods has weed and edectivence their exampressions the

Section 7.2. Readings. The headings of the various Aftigles. Sections and Schedules herein lare been esserted for convenient perference only and shall not so any except have the effect of modifying or american the arreas terms and provinces of this Supplement;

Ope 1119 Bediege

incorporated Synadulys

The Pollowing are Schooles A, . Unit & referred to in this

Supplement:

SCHEDULE A

PROPERTY DESCRIPTION

THAT PART OF THE WEST 2/3 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF SAID SOUTH WEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH THE SOUTH LINE OF THE NORTH 33, OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF 115TH STREET); THENCE EAST ALONG THE SOUTH LINE OF 115TH STREET, 1537,18 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200 FEET. MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 1217.79 FEET; THEKCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 420 FEET AND AN ARC DISTANCE OF 529.45 FEET TO A POINT WHICH IS 959 FEET SOUTH FROM NORTH LINE OF SAID SOUTH WEST 1/4, AND 599.85 FEET, MEASURED PARALLEL WITH SAID NOPCY LINE OF THE SOUTH WEST 1/4. WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE WEST ALONG A LINE WHICH IS 959 FEET SOUTH FROM AND PARALLE! WITH NORTH LINE OF SAID SOUTH WEST 1/4, (SAID PARALLEL LINE BEING TANGENT TO LAST ALSCRIBED: CURVE), A DISTANCE OF 1137.53 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE; THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE, A DISTANCE OF 920 FIET TO THE POINT OF BEGINNING, (EXCEPTING THOSE PARTS THEREOF TAKEN AND USED FOR 115th STREET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

> 24-21-300-008 P. 24-21-300-010 P. Central Aue & 115th Street

nd A Buildig Hoe

ROLLANDERE KLUARFOR

TRAT PART OF THE WEST IND SE THE SOUTH WEST INA OF SECTION: 21, TOWNSHIP 37: MORTH, BANGE IN BAST OF THE THEFO BEINGLEAL MEREDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BUGINSING AT THE CATTERFORMS OF OR CAST BING OF THE MEST 33 PERT OF SAID SUOTH WEST WAS GEARD BAST LINE ALSO REEND THE EAST LINE OF CRATERAL AVENUE) WITH THE SCHOOL CINE OF THE SCHOOL PLAY SAID SOUTH WEST EAR (SAID SOUTH HITEOR MET DECKLITERS ROWENS (CIRRANT) STREET BY THE STREET HER SORIES HER SORIES WEST OCCUPATION BUILD REFER SEED BUILD BU THEY, MEASURED PERFERENCE FERS OF THE EAST LINE OF THE BAID WEST CAS OF THE STUTE WAST LAW SOUTH ON LAST DESCRIBED LINES A DISTANCE OF 1217.79 FEET, THERE SHOURD FOR YOU A CORVE CONVEX TO THE NORTH MAST. WATERS A RADIUS OF ACO FEET AND AN ARE DISTANCE OF SKRLAST TEET TO A POLYT KRICK IS 959 1 EPT SOUTH FROM SOUTH EINE OF SOLD ROUTH WEST 1/40, AND 599.85 FEET, MEASCRED PAGALOS VILL SALD DESE LINE OF THE SOUTH WEST LIA, FERT RACH THE MART AND ON BALD DEST OF THE SOUTH WEST LIA: THENOR WEST ALONG A THE WILLY WILL TO SEET SOULD FOR AND PARALLED WITS NORTH LIME OF SAID SOUTH MEST LIAN (SAID ENGALEME LIME MELDO LAMORNE ED LAST DESCRIBED-OURVE). A DINTANCE OF 1137, 35 FERT TO A POINT ON THE LAST LINE OF CENTRAL AVENUE; THENCE SCRIPT ON THE EAST LINE OF CESTEAR ASSAURT A DISTANCE OF DESTRICT TO THE POINT OF BEGINNING, (ENURYTOUTHESE PARTS THEREOF TAKEN AND USED FOR LIGH STREET AND CRATRAG AFFECED IN COOK COOKY, ILLINOIS.



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SCHEDULE A-L

DESCRIPTION OF ADDITIONAL PROPERTY

THAT PART OF THE LAND FALLING IN THE NORTH 393 FEET OF THE SOUTH WEST 1/4 OF SECTION 21 AFORESAID AND ALSO THAT PART OF THE LAND LYING NORTHEASTERLY OF A CURVED LINE, HAVING A RADIUS OF 420 FEET, COMMENCING AT A POINT ON THE EAST LINE OF THE LAND, A DISTANCE OF 684.79 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 21 AND RUNS NORTHWESTERLY ALONG AFORESAID CURVED ST 1/4.

Of Coot County Clark's Office LINE A DISTANCE OF 529.44 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH 393 FEET OF THE SOUTH WEST 1/4 SECTION 21



ATHRAGAS TARGETARDY SO MORTALANDAR

THAT PART OF THE LAMB PALLING IN THE WORTH JOS SECTION THE SOUTH WEST JAK OF SECTION OF ARCHEACT AND ALSO THE CARE OF THE LAND LEVING NORTHEASTERLY OF A QUEVED CINE, HAVING & RADICS OF ACCIDENT, CONSEQUID AT A POINT ON THE CAST LINE OF THE CALD, A CENTANCE OF SEALING THE POUR OF THE MORTH LIVE OF DAIL SOUTH WEST ALA OF SECTION AT AND REAS SOUTHWESTERLY ALONG AFORESALD COLOUR ning a bisinacy of signal for the election of this sour as said source of the Aorth 1390 FEET OF THE SOUTH WEST A/A SECTION OF

SCHEDULE B

ZAYRE THIRD REALTY CORP.

11.50% IMPROVEMENT NOTE, SERIES C Due JANUARY 1, 2001

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND IS SUBJECT TO RESTRICTIONS ON TRANSFER AND SALE.

Registered No.	 \$
•	

ZAYRS THIRD REALTY CORP., a Delaware corporation (herein, together with its successor; and assigns, called the Company), for value received _____, or registered assigns, on or hereby promises to pay to before January 1, 2001, as herein provided, the principal sum of DOLLARS (\$), and to pay interest on the unpaid principal amount of this Note from the date hereof to maturity at the rate of 11.50% per annum, and (to the extent nor prohibited by applicable law) to pay interest on any overdue principal, premium, it any, and interest, at the rate of 12.50% per annum (or at such lesser rate as may be the maximum not prohibited by applicable law), in each case computed on the basis of 360-day year of twelve 30-day months. Such principal, premium, if my, and interest shall be payable upon presentation of this Note (except upon compliance with the conditions of Section 2.3 of the Indenture hereinafter referred (c) at the corporate trust office of Shawmut Bank of Boston, N.A. (formerly The National Shawmut Bank of Boston) (herein, together with its successors and assigns as trustee under the Indenture called the Trustee), One Federal Street, Boston, Massachusetts 02211, as trustee under the Indenture of Mortgage and Deed of Trust, dated as of December 15, 1969, as supplemented by the Supplement to Indenture of Mortgage and Deed of Trust, dated as of December 15, 1970

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XAYSE THISE BEALTY CORP.

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NAVRE THIED REALTY CORP. A Delaware corporation (In) min, regular
with its successors and assigns, called the company), for value received
nereby promises to pay to or registered assigns, on or
before January 1, 2001, as merein provided, the principal sum of
SOLLARS (3). See ou pay interest on the unfaid
principal amount of this Note from the december of markey at the rate of
11.50% per amount, and (to the extent not probletted by applicable law) to pay
interest on any over-due principal, premium, if any, and interest, at the rate
of 12.50% per group (or at much leaver este as may be the maximus not
prohibited by applically lawl, in each wase computed on the basis of 160-day
your of tweive Worky weaths. Such principal, premium, if any, and interest
shall be marable upon presentation of cais Mate (except upon complinate with
the conditions of Section 2.3 of the indecture nevel nature referred to at the
corporate trues office of Shawoot Pank of Rosson, M.A. (formerly The National
Shawmint Bank of Faston) (hereig, thgether with its successors and assigns as
truster under the Indiators called the Trusteel, the Federal Street, Roston,
Massaciuset's 02511, as trustee under the ladenture of Mortgage and Beed of
Trust, dated as at Pecamber 15, 1009, sa supplement by the Supplement to
industria of Markens and Boad of Trust, dated as of Bucaman Last and

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(together herein called the Original Indenture), as supplemented by the Second Supplement to Indenture of Mortgage and Deed of Trust dated as of the date hereof (together with the Original Indenture herein called the Indenture), between the Company and the Trustee and Max Coldsmith (as successor individual trustee to W. B. Wadland), as trustees (the Trustees), or at the office of its successor as such Trustee, in lawful money of the United States of America. Interest accrued on the principal amount of this Note from and including the date hereof to and including December 31, 1985, shall be payable on January 1, 1986 (the Interest Payment). Thereafter, 59 equal quarterly instalment payments of principal and interest (together with the remaining balance due and payable on January 1, 2001, called the Instalment Payments), each in the _____ DOLLARS (\$_____) shall be payable on April 1, 1986 and on the first day of each July, October, January and April thereafter to and including October 1, 2001. The remaining unpaid balance hereof together with all accrued and unpaid interest thereon, shall be due and payable on January 1, 2001. Each Instalment Payment, when paid, shall be applied first to the payment of interest accrued and unpaid on this Note to the date fixed for such Instalment Payment, and second to the payment of the principal hereof.

This Note is one of the Company's Improvement Notes, Series C, due

January 1, 2001, which are equally and ratably secured with the 7-3,4% Secured

Notes, Series C, due January 1, 2001, and the 9-1/2% Secured Notes, due

January 1, 2001 of the Company in the aggregate original principal amount of

\$3,210,000 (together, the Original Notes) and all other Improvement Notes of

the Company which may be issued pursuant to Section 2.2 of the Indenture (this

Improvement Note), the Original Notes and all other series of Improvement

Notes, herein collectively called the Notes), by the Indenture. The Indenture



(together herein called the driftiant indeators), as maphomented by the Second Supplement to Indeature of Markage and Deed of Trust dated as of the date bereaf (regether with the Original Indeature herein called the Indeature). between the Company and the Truster and its content in (as successor individual trustes to V. S. Wadinas), as trustees (the Trustes), or at the origin of its authors as such Trustes, in install money of the United States of America, Intercast actual on the principal accuse of this Note from and including the date hereof to and including Commons (1, 1983, chait be payable on January 1, 1985 (the Interest Payabet). Therefore, Stagast quarterly instalment payable of January 1, called the instalment indiance of principal and interest (correspondents of principal and interest (correspondents Vayabete on January 1, called the Instalment Payabete on January 1, 2011 and Instalment Payabete on January 1, 2011 and Instalment Payabete of Truster of Truster (1, 2011 and 1, 2011 and 1, 2011 and 2, 20

shall be payable on April 1, 1986 and an A first day of each daly. October, languary and April the reafter to and its adder to copen 1, 2001. The reasining impaid balance become topether was an account and and annid interest therein, shall be due and payable on annary 1, 2001. Each instalment Payment, when pald, shall be applied that to the payable of interest sorted and unpaid on this Note to the Country land sorted and unpaid on this Note to the form and sorted to the paywant of the following that the fried interest and sorted to the paywant of the following the first become forment, and sorted to the

Tunnary 1, 2001, which are equally and casebay sounced with the 7-3/62 Secured votes, Series C, due votes Company in the versente original principal admint of se, 32, 310,060 (regetter, ver Original Lates) and all other improvement Notes of the Company which were in sense converses to Section 2.2 of the Indenture (this Improvement More), the Original Notes and all other series of Chiprovement Mores, herein collectivity of the Notes, by the Indenture, The Ladesture

permits the issuance of further series of Improvement Notes which may be equally and ratably secured by the Indenture. Upon any partial prepayment of this Note, the Instalment Payments shall be reduced as provided in the Indenture. Reference is hereby made to the Indenture for a description of the Trust Estate thereby pledged and assigned, the nature and extent of the security for the Notes, the rights of the registered owners of the Notes, the Truste's and the Company in respect of such security and otherwise and the terms upon which the Notes are authenticated and delivered. The Indenture is hereby incorporated by reference in and made a part of this Note.

The principal of this Note is subject to prepayment from time to time, in the manner, to the extent and under the circumstances set forth in the Indenture, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus interest accrued and unpaid to the date fixed for prepayment, together with the premium, if any, provided for in the Indenture upon such prepayment.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof, the premium hereon, if any, and the interest accrued and unpaid hereon may be declared to be forthwith due and payable as provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Note is registered on the Register, as defined in the Indenture, as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payments of principal, premium, if any, and interest and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary. In accordance with the provisions of the Indenture, this Note may be transferred only on the Register at the

permits the issuance of burtash saries of improvement Nobes which any becaused against adding the instance of by the indestore. Upon any partial propagates this total note, the instance capture to the indenture of the characters. Safetyenes is because what the indenture for a description of the Trust Satute thereby pledged and assigned. The nature and extent of the sacurity for the fotos, the rights of the registered owners of the Mores, the Trustees and the Commany in respect of such security and otherwise and the terms upon which the Notes are antheoticated and delivered. The industors is seen and delivered. The industors is

The principal of this helv is author to prepay more from time to the manner, to the extent one under the checkings set forth in the fudenture, to whole or in part, at a price equal to 100% of the principal encues hereof to be prepaid plus interest (extued and unpaid to the date fixed for prepayment, together with the prepayment.) together with the prepayment.

Upon the occurrence of an Event of Default specified in the Tadenture, the principal he eas, the premism hereon, it may, and the interest accused and unpaid hereon may be declared to be turrawith due and gayable as provided in the Indenture.

the Company and the Trustees any does and treat the paiges in whose name this Note is registered on the Register, as defined in the Indonsura, as the mosphile dwner herpoi (whether or not this Note shall be overdue) for the purpose of receiving caprence of article 1, previous, 15 any, and interest and tot all other purposes; and related the property of the company of the provisions of affected by any not! a to the contrary. In accordance with the provisions of the Indonture, this Note may be trapsferred only on the Register at the

corporate trust office of the Trustee, and exchanged for Notes of other authorized denominations.

Should any indebtedness represented by this Note be collected at law or in equity, or in bankruptcy or any other proceeding, or this Note be placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal, premium, if any, and interest due and payable hereon, all costs of collecting or attempting to collect this Note, including reasonable attorneys' fees and expenses (including those incurred in connection with any appeal).

No recourse shall be had for the payment of the principal of or interest or premium, ir any, on this Note or for any claim based hereon or for any claim based on the Indepture, against (i) any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company (together with those of any predecessor or successor corporation); (ii) any corporation, partnership (or any partner thereof) or individual to which the property or any part thereof granted by the Indenture shall have been transferred, or (iii) any person other than the Company on the ground that in entering into the transactions evidenced hereby and by the Indenture, the Company was acting as an agent for the account and benefit of such person and that such person was the principal of the Company, in any such case, under any rule of law, statute or constitution, or by the enforcement of any assessments or penalty, or otherwise, it being expressly understood that this Note and all obligations of the Company under the Indenture are solely corporate obligations of the Company. Nothing contained herein or in the Indenture shall be taken to prevent recourse to and the enforcement (i) against the Company and the Trust Estate of all liabilities, obligations and undertakings therein contained; (ii) of any liability, obligation or

edisprate trust office of the freether and excluded for motor of other authorized dangeingtions.

Should any inductions at represented by this Note be wollected at law or in equity, or in sactrupter or any other proceeding, or this Note he placed in the hands of attracts to contest to default, the Company agrees to pay, in addition to the principal, or more, it any, and intorest the and anyable herson, all costs of cultering or extempting to callect of a Note, including reasonable acturneys feet and extended in including these hours of extended in connection with any appeal).

We recourse shall be mad for the payment of the principal dispur interest or premium; if any, on this More or for each laim based hereon or for any claim based on the inchoture, against (1) and incorporator or any past. provent or furner subscribber to the replace took acceptantion of ficer or director of the Company (together with those of may predecessor or successor corporation); (II) one corporation, editorentia (or may partmer inharant); or individual to which the property or any post charged granted by theilindentare shatt have been trained to the any person other the Kompany on the ged yachus yasan bonabiya anolimanani, bar olu golushu al anal bahorg Indenture, the Company and arting as an arthe for the account and hanofit of Pauls gan at reaching equ. for teglering one sew releasy real that the married dank dase, under any rule of the statute of court tarion, or by the enforcement of aby in assments or penalty, or otherwise, it being expressly understood that stric Nake and All nor ignorance of the Company under the Indeature are saisty corporate obligations or the Company. Norming contained herein or butthe Indenture shall be taken to prevent recourse to and the sutorcoment (I). againer the Company and the triat Salane of ill Habiitties, obligations and undertakings there in contained; (ii) of any limbility, chiigation of

undertaking of any stockholder or subscriber to capital stock upon or in respect of shares of capital not fully paid upon; or (iii) against any corporation, partnership (or any general partner thereof) or individual to which said property or any part thereof shall have been transferred, of the obligations, if any, expressly undertaken or assumed by such corporation, partnership (or any general partner thereof) or individual.

No remedy conferred upon or reserved to the registered owner hereof under this Note or the Indenture is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission of the registered owner hereof or of the Trustee to exercise any right or power accruing upon any default hereunder or under the Indenture shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiscence therein; and every power and remedy given hereunder or under the Indenture to the registered owner hereof or the Trustee may be exercised from time to time and as often as may be greated expedient.

This Note may not be modified or discharged except by an instrument in writing executed by the Company and the registered owner hereof. Except as expressly provided in the Indenture, no requirement of this Note Tay be waived at any time. The Company waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

If any one or more of the provisions herein contained shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof,

undercaking of any stormetter or subscriber to capital stock uponors in respect of shares of capital not fully used upon) or (414) against any corporation, partnership (or any general partner thereof) or individual to which said property or toy part thereof than been transferredly of the obligations, if any, expressly cadercade or assumed by such corporation, partnership for any ground partner thereof) or individual.

No comedy and trued upon at respected to the registrated owns hereoff and coder this Note or the indentity is insended to be enclusive of any adject respects, and ench many respect whill be commetted and shall be in addition to every other remoty given here noted in addition to extend on the case of the indentity or ontaston of the existing at law or to end on the indentity or ontaston of the ingisting decrease here is at the indentity or ontaston of the according agon are default because or or or to end of the adjecting appropriate any adoresting appropriate the power, at shall be constructed to be a waiver of any such default or any advisors of any such default any construction of the indentity of the indenti

This note are not be notified or discourged except by an instrument in writing energed by the decomps, of the registered exact haven. Except an expressly provided in the independent to requirement of this Note may be extired at any true, fine frequeny writes processed, demand, active, process and air other demands and estions in connection with the definite and estions for connection with the delivery, specipleanny,

If any one or more of the provisions besein contained shall be bette to be invalidity.

to be invalid, illeast or assumer male in any respect, such invalidity.

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and this Note shall be construed as if such invalid provision had never been contained herein.

This Note shall not be valid until the certificate of authentication hereon shall have been signed by the Trustee and shall be governed by and construed and enforced in accordance with the law of the State of Georgia.

Property of Cook County Clerk's Office



and this More might be construed by the invalid provision had arged been done this More than the cold.

This Note shell put be valid notil the certificate of authentication hereon shall beve been signed by the Trusted and shall be governed by and deastried and enforced in accordance with the law of the State of Georgia. Coop County College



IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this 11.50% Improvement Note, Series C, due January 1, 2001 to be duly executed and its corporate seal to be affixed hereto.

Dated:	ZAYRE THIRD REALTY CORP.
	By: Vice President
[Seal]	By:Treasurer

(FORM OF TRUSTRE'S CERTIFICATE OF AUTHENTICATION)

This Note is one of the 1.50% Improvement Notes, Series C, due January 1, 2001 described in the within-mentioned Indenture.

Shavmut Bank OF BOSTON, N.A.,

Authorized Officer

IN WISHERS WHERES, ZAYRE THIS BEALIF SORE, has caused this 11.50% Ingrovement Nove, Series C. Jue January 1, 2001 to be duly executed and ited corporate seal to be willwed hereto. ZAYAR THIRD REALTY, CORP. :bered Thebrack eciv [Look] ชุดชุมสุดอนุวั

(FORM OF TRESTREIS CURTIFICATE OF AUGHENTICATION)

This does in one or the U.50% in comment notes, Serial C. Had

January 1, 2001 described in the witten mentioned intenture.

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SHARRET BANK OF BOSTON, N.A.S. as Tenstee

Authorized Officer was a

IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized and SHAWMUT BANK OF BOSTON, N.A., in token of its acceptance of the trusts created hereunder, has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto duly authorized, and MAX GOLDSMITH, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal, all as of the day and year first above written.

and seal, all as of the day and year first above written.						
Attest:	ZAYRE THIRD REALTY CORP.					
Secretary	Vice President By: Treasurer					
Witnesses as to the above Lean Dy Bluely Henney	OUNT Clary					
Attest:	SHAWMUT BANK OF BOSTON, N.A., as Trustee					
Trust Officer	By: Trust Officer					
	MAX GOLDSMITH, Individual Trustee					

IN WITHERS WHEREOF, CAPER THESE REALTY COME. has coused this

ad or there establiques are the some establique ast the bought ad or chargingue hereanth affixed and nitrated by its afficers thereanth duly anthogézed and SHAMMUT BANK OF BOSTUR, N.B., in tokun of its sacuptained of the timets ordered han some value caused this supplement to be children't atte aurporate name and its comporate seal to be hereante shift sotherized, and MAX COLOSMITH, in boken of his necestance of the cruste ereated hereunder, has hereunde not his hand and soul, all as of the day and year first above written.

NAMES THIRD REALTY CORP.

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Wienensins as to the above

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SHEVENOT BANK OF BOSTON, N.A.,

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IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this
Supplement to be signed in its corporate name and its corporate seal to be
hereunto affixed and attested by its officers thereunto duly authorized and
SHAWMUT BANK OF BOSTON, N.A., in token of its acceptance of the trusts created
hereunder, has caused this Supplement to be signed in its corporate name and
its corporate seal to be hereunto duly authorized, and MAX GOLDSMITH, in token
of his a captance of the trusts created hereunder, has hereunto set his hand
and seal, ail as of the day and year first above written.

	ZAYRE THIRD REALTY CORP.
Attest:	
O.c	By: Vice President
By: Secretary	vice rresident
	_
4	By:Treasurer
[Seal]	
	SHAWMU'L BANK OF BOSTON, N.A.,
Attest:	By: Maden M Stedli fuil
By: Kellin Coskentino	Trust Office: TORPORATE TRUST OFFICER
AUTHORIZED OFFICER	0°
	MAX GOLDSMITH, Individual Trustee

IN WITNESS WITHERS, Party Property new and its corporate send to be bersonts affixed and actested by its officers mereumte duly authorized and STAWOUT BANK OF BOSTON, B.A., in token at its acceptance of the trusts created necessader, bas caused toke Supplement to be sixted in its corporate name and its corporate sent to be brewinted duly authorized in its corporate name and its corporate sent to be brewinted duly authorized, and Max GCIDSMITH, in token of his acceptance of the trusts areated berconder, has bereunto set als hand and such, all as of the day and goar first neares written.

CALLE THIRD RELUTY OND.	
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iceasurer -	Pasa
SHARRUT BANK OF BOSTON, N.A., an Truscee	75
The result of the constitution of the second	Sallen (in the Line)
MAN CULDSMITH, Individual Trustec	
Survey of the Control	CO

[Illinois]

Commonwealth of Massachusetts)

County of Middlesex)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

Pater 24 1991

Anionilli)

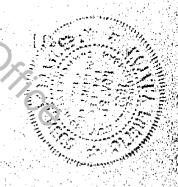
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	. (#65	s Ib	b.i.M.	115	vengen

On this the _____ day of November, 1985; before me. Micheles in 1882 andersigned officer, personally appeared Arthur R Lowey and George Freedan who acknowledge themselves to be a Treasurer and Vice President of Tavae Third Resity Corp., a Delaware corporation, and thet they as such ressurer and Vice President, buing authorized to be do. executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delawate corporation at chemselves as a Treasurer end Vice President

> IN WITHESS WHEREOF I beremote set my hand and JA CLONY'S C

official seal:

My Commission Expires:



UNOFFICIAL COPY 7 0 0

COMMONWEALTH OF MASSACHUSETTS)
SS.:
COUNTY OF SUFFOLK)

On this the 25 day of November, 1985, before Masuret me, Taul , the undersigned officer, personally appeared Kevin Constitution and knowledged themselves to be Authorized officer who acknowledged themselves to be Authorized officer Constitution and Corporate Trust Officer of Shawmut Bank of Boston, N.A., a Marsachusetts corporation, and that they, as such and Coporate Trust officer, being Mother 2 nd officer authorized so to do, executed the foregoing instrument on behalf of said Massachusetts corporation for the purpose therein convained, by signing the name of the Massachusetts corporation by themselves as a Authorized of the cer and Corporate Trust officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

PAUL MASURET
Notary Public
My Commission Expires February 6, 1992

[Illianois]

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COUNTY OF SUIPORE

: 88

IN WITKES WHEREOF, I become set my hand and official seel.

Sildug vysami

ny Commision Expires:

PAUL MASURET Notary Public hty Commission Expires February 6, 1892 COMMONWEALTH OF MASSACHUSETTS) SS.: COUNTY OF SUFFOLK

I, Paul Mosuret , a notary public residing in the county and state aforesaid, do certify that Max Goldsmith, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed.

and official seal, this John day of November, 1985.

Notary Public

Nou...

My commission expires:

PAUL
Note
Commission E [Seal] My Commission Expires February 6, 1992

[[[]] [modified]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFORK

Transfer Mark Tr , a notary public cosiding in the county and reace aforesaid, do certify that Max Goldsmith, who is personally to me known, this day appeared before so personally and did acknowledge that he did sign, seal and deliver the foregoing insites ner of his own free will and accord for the purposes therein .bozeerqxo bas bemaa

IN WITHES WITHEST I have hereunto se my hand and official sout, this his his hovember, 1963.

Public Tabloid

My complesion expires:

PAUL MASURET. Hotary Public 1 My Commission Expires February 6, 1992