

SECOND AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
TEN NORTH DEARBORN VENTURE,
AN ILLINOIS LIMITED PARTNERSHIP

This SECOND AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is entered into and shall be effective as of the 31 day of September, 1986, by and between JOHN P. SWEENEY as the General Partner, RIVER POINT PLACE II PARTNERSHIP, RICHARD PHELAN, JAMES J. MCDONOUGH, JOHN O. BULUT, JOHN P. SWEENEY, E. HERBERT TINNEY, JR., DENNIS M. MICHON, CATHERINE M. SCANLON, PHILIP A. RADLOFF, FRANCIS KOKES, and Donald L. Kosik, as Limited Partners, pursuant to the provisions of the Illinois Uniform Limited Partnership Act, on the following terms and conditions:

SECTION 1. THE PARTNERSHIP

1.1 Formation. The Partnership was formed on December 18, 1985. The Partners hereby agree to continue the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. This Agreement completely restates, amends, and supersedes that certain Agreement of Limited Partnership of Ten North Dearborn Venture, an Illinois Limited Partnership, executed by the General Partner and certain of the Limited Partners as of December 18, 1985.

1.2 Name. The name of the Partnership shall be "Ten North Dearborn Venture", an Illinois Limited Partnership. The General Partner may change the name of the Partnership upon ten (10) days' notice to the Limited Partners.

1.3 Purpose. The purpose of the Partnership is to acquire, rehabilitate, operate, hold for investment, and sell or otherwise dispose of the Property and to engage in any and all activities related or incidental thereto. The Partnership shall engage in no other business.

1.4 Principal Place of Business. The principal place of business of the Partnership shall be at 10 North Dearborn, 11th Floor, Chicago, Illinois 60602. The General Partner may change the principal place of business of the Partnership to any other place within the State of Illinois upon ten (10) days' notice to the Limited Partners.

1.5 Term. The term of the Partnership commenced on the date of the Partnership was formed, as set forth in Section 1.1 hereof, and shall continue until December 31, 2001 unless the Partnership is dissolved earlier as set forth in this Agreement.

1.6 Filings.

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(a) A Certificate of Limited Partnership has been or will be filed in the office of the Cook County Recorder in accordance with the provisions of the Act. The General Partner shall take any and all other actions reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of Illinois. The General Partner shall cause amendments to the Certificate to be filed whenever required by the Act.

(b) The General Partner shall cause appropriate assumed name and like statements to be filed and published for the Partnership under the name set forth in Section 1.2 hereof or such other name as the Partnership may have or use in any state or jurisdiction from time to time.

1.7 Independent Activities. Each General Partner and each Limited Partner may, notwithstanding this Agreement, engage in whatever activities they choose, whether the same are competitive with the Partnership or otherwise, without having or incurring any obligation to offer any interest in such activities to the Partnership or any Partner. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent any General Partner from engaging in such activities, or require any General Partner to permit the Partnership or any Partner to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by the General Partner and the admission of each Limited Partner, each Limited Partner hereby waives, relinquishes, and renounces any such right or claim of participation.

1.8 Definitions - General. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Illinois Uniform Limited Partnership Act.

(b) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling 10 percent or more of the outstanding voting securities of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of 10 percent or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence.

(c) "Agreement" or "Partnership Agreement" means this Restated Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

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(d) "Capital Account" means, with respect to any Partner or Unit Holder, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to Section 3.3 hereof, and the amount of any Partnership liabilities that are assumed by such Person or that are secured by any Partnership Property distributed to such Person.

(ii) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Section 3.4 hereof, and the amount of any liabilities of such Person that are assumed by the Partnership or that are secured by any property contributed by such Person to the Partnership.

In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

In the event the Gross Asset Values of Partnership assets are adjusted pursuant to Section 1.8(1)(2) hereof, the Capital Accounts of all Partners and Unit Holders shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Partnership recognized gain or loss equal to the amount of such aggregate net adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with final Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner or Unit Holder pursuant to Section 11 hereof upon the dissolution of the Partnership. The General Partner also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

(e) "Capital Contribution" means, with respect to

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any Partner or Unit Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Units held by such Partner or Unit Holder.

(f) "Code" means the Internal Revenue Code of 1954, as amended from time to time (or any corresponding provisions of succeeding law).

(g) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

(h) "General Partner" means any Person who (i) is referred to as such in the first paragraph of this Agreement or has become a General Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

(i) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(2) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership (other than pursuant to Section 2.3(b) hereof) by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership Property other than money, unless all Partners receive simultaneous distributions of undivided interests in the distributed Property in proportion to their interests in the Partnership; and (c) the termination of the Partnership for federal income tax purposes pursuant to Code Section 708(b)(1)(B); and

(3) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.8(i)(1) or

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1.8(i)(2) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(j) "Limited Partner" means any Person who is a Unit Holder or who has been admitted as an additional or Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons. All references in this Agreement to a majority in interest or a specified percentage of the Limited Partners shall mean Limited Partners holding more than 50 percent of the Profits and Losses upon sale or such specified percentage, respectively, of the Units then held by Limited Partners.

(k) "Net Cash From Operations" means the gross cash proceeds from Partnership operations less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

(l) "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Partnership Property, less any portion thereof used to establish reserves, all as determined by the General Partner. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with sales and other dispositions (other than in the ordinary course of business) of Partnership Property.

(m) "Partners" means all General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners. All references in this Agreement to a majority in interest or a specified percentage of the Partners shall mean Partners holding more than 50 percent of the Profits and Losses upon sale or such specified percentage, respectively, of the Units then held by Partners.

(n) "Partnership" means the partnership continued pursuant to this Agreement and the partnership continuing the business of this Partnership in the event of dissolution as herein provided.

(o) "Partnership Property" means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

(p) "Person" means any individual, partnership, corporation, trust, or other entity.

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(q) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(q) shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(A), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(q), shall be subtracted from such taxable income or loss;

(iii) Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(iv) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.8(g) hereof; and

(v) Notwithstanding any other provision of this Section 1.8(q), any items which are specially allocated pursuant to Section 3.3 or Section 3.4 hereof shall not be taken into account in computing Profits or Losses.

(r) "Promissory Note" means the promissory note payable to the Partnership issued by each Person who acquires Units pursuant to Section 2.3(b) hereof.

(s) "Property" means Land, the Ten North Dearborn Building and personal property in Chicago, Illinois, which has been acquired and will be operated by the Partnership.

(t) "S Corporation" means a small business corporation that has in effect an election pursuant to Code Section 1362(a).

(u) "Substituted Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to

Section 9 hereof.

(v) "Treasury Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(w) "Unit" means an interest in the Partnership representing Capital Contributions of \$10.00 to the Partnership. The Partnership shall consist of 100 Units.

(x) "Unit Holders" means all Persons who hold Units, regardless of whether they are Partners. "Unit Holder" means any one of the Unit Holders.

SECTION 2. PARTNERS: CAPITAL CONTRIBUTIONS

2.1 General Partner. The name, address, and number of Units acquired by the General Partner is as follows:

	<u>Units</u>
John P. Sweeney	5
1110 Keystone	
River Forest, IL 60305	

2.2 Limited Partners. The name, address, and number of Units acquired by each Limited Partner shall be set forth on Exhibit A attached hereto, which Exhibit A shall be amended by the General Partner from time to time.

2.3 Capital Contributions.

(a) The General Partner has made or shall make Capital Contributions with respect to its Units as are required to fund the General Partner's obligation under any and all Loan Agreements entered into by the Partnership. No General Partner shall be required to make any other Capital Contributions to the Partnership except as required above.

(b) Each Person who acquires any of the Units shall be admitted as a Limited Partner upon the execution of this agreement by all Partners. Each such Person shall make Capital Contributions with respect to each Unit he acquires as follows:

(i) \$ - 0 - on or before _____, 19_____.

Each such Person's obligation to make such Capital Contributions shall be evidenced by a Promissory Note in the form attached hereto as Exhibit B, which shall be delivered to the Partnership concurrently with such Person's admission to the Partnership.

(c) Except as otherwise provided in this Agreement,

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no Partner shall withdraw any Capital Contributions without the consent of a majority in interest of the Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash except as may be specifically provided herein.

(d) No Partner shall receive any interest, salary, or drawing with respect to his Capital Contributions or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as a Partner, except as otherwise provided in this Agreement.

(e) No Limited Partner shall be liable for the debts, liabilities, contracts, or any other obligations of the Partnership. Except as otherwise provided by applicable state law, a Limited Partner shall be liable only to make his Capital Contributions and shall not be required to lend any funds to the Partnership or, after his Capital Contributions have been paid, to make any additional capital contributions to the Partnership. No General Partner shall have any personal liability for the repayment of any Capital Contributions of any Limited Partner.

2.4 Default on Capital Contributions. If a Unit Holder fails to make any Capital Contributions when due, such Unit Holder shall be in default, and the Partnership may exercise all legal rights including, without limitation, the commencement of an action to collect from such defaulting Unit Holder by legal process the entire amount of his unpaid Capital Contributions (including those not currently in default), together with all court costs and reasonable attorney fees.

SECTION 3. ALLOCATIONS

3.1 Profits. Except as provided in Sections 2.3(a) and 3.5(b) hereof, Profits for any fiscal year shall be allocated in the following order and priority:

(a) First, to the Unit Holders until the cumulative Profits allocated pursuant to this Section 3.1(a) are equal to the cumulative Losses allocated pursuant to Section 3.2(a) (as limited under Regulation 1.704-1(b), if at all) hereof for all prior periods;

(b) Second, to the Unit Holders until the cumulative Profits allocated pursuant to this Section 3.1(b) are equal to the sum of the cumulative Net Cash from Refinancings actually distributed to Unit Holders.

(c) The balance, if any, to the Unit Holders.

3.2 Losses. Losses for any fiscal year shall be allocated

in the following order and priority:

(a) Except as provided in Section 3.2(b) hereof, Losses shall be allocated to the Unit Holders.

(b) To the extent Profits have been allocated pursuant to Section 3.1(b) or 3.1(c) hereof for any prior year, Losses shall be allocated first to offset any Profits allocated pursuant to Section 3.1(c) hereof and then to offset any Profits allocated pursuant to Section 3.1(b) hereof (in each case, pro rata among the unit Holders in proportion to their share of the Profits being offset). To the extent any allocations of Profits are offset pursuant to this Section 3.2(b), such allocations shall be disregarded for purposes of computing subsequent allocations pursuant to this Section 3.

3.3 Special Allocations: Items in the Nature of Income or Gain.

(a) In the event any Unit Holders unexpectedly receive any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated so such Unit Holders in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts created by such adjustments, allocations, or distributions as quickly as possible. Any special allocations of items of income or gain pursuant to this Section 3.3(a) shall be taken into account in computing subsequent allocations of Profits pursuant to this Section 3, so that the net amount of any items so allocated and the Profits, Losses and all other items allocated to each Partner and Unit Holder pursuant to this Section 3 shall, to the extent possible, be equal to the net amount that would have been allocated to each such Person pursuant to the provisions of this Section 3 if such unexpected adjustments, allocations or distributions had not occurred.

(b) To the extent the Partnership has taxable interest income with respect to any Promissory Note pursuant to Section 483 or Sections 1271 through 1288 of the Code:

(i) Such interest income shall be specially allocated to the Unit Holder to whom such Promissory Note relates; and

(ii) The amount of such interest income shall be excluded from the Capital Contributions credited to such Unit Holder's Capital Account in connection with payments of principal with respect to such Promissory Note.

(c) In the event the adjusted tax basis of any Code Section 38 property that has been placed in service by the Partnership is increased pursuant to Code Section 48(q), such

increase shall be allocated among the Partners and Unit Holders (as an item in the nature of income or gain) in the same proportions as the investment tax credit that is recaptured with respect to such property is shared among the Partners and Unit Holders.

3.4 Special Allocations: Items in the Nature of Expenses or Losses. Any reduction in the adjusted tax basis (or cost) of Partnership Code Section 38 property pursuant to Code Section 48(q) shall be allocated among the Partners and Unit Holders (as an item in the nature of expenses or losses) in the same proportions as the basis (or cost) of such property is allocated pursuant to Treasury Regulation Section 1.46-3(f)(2)(i).

3.5 Other Allocations Rules.

(a) The basis (or cost) of any partnership Code Section 38 property shall be allocated among the Partners and Unit Holders in accordance with Treasury Regulation Section 1.46-3(f)(2)(i). All tax credits (other than the investment tax credit) shall be allocated among the Partners and Unit Holders in accordance with applicable law.

(b) In the event Partnership Code Section 38 property is disposed of during any taxable year, Profits for such taxable year (and, to the extent such Profits are insufficient, Profits for subsequent taxable years) in an amount equal to the excess, if any, of (i) the reduction in the adjusted tax basis (or cost) of such property pursuant to Code Section 48(q), over (ii) any increase in the adjusted tax basis of such property pursuant to Code Section 48(q) caused by the disposition of such property, shall be excluded from the Profits allocated pursuant to Section 3.1 hereof and shall instead be allocated among the Partners and Unit Holders in proportion to their respective shares of such excess, determined pursuant to Sections 3.3(c) and 3.4 hereof. In the event more than one item of such property is disposed of by the Partnership, the foregoing sentence shall apply to such items in the order in which they are disposed of by the Partnership, so that Profits equal to the entire amount of such excess with respect to the first such property disposed of shall be allocated prior to any allocations with respect to the second such property disposed of etc.

(c) Generally, all Profits and Losses allocated to the Unit Holders shall be allocated among them in proportion to the Units held by each. In the event more than one Person is a General Partner, Profits or Losses allocated to the General Partner shall be divided among them as they may agree. In the event Limited Partners are admitted to the Partnership pursuant to Section 2 hereof on different dates during any fiscal year, the Profits (or Losses) allocated to the Unit Holders for each such fiscal year shall be allocated among the Unit Holders in proportion to the number of units each holds from time to time

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during such fiscal years in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner. In such event, subsequent allocations of Losses (or Profits) pursuant to Section 3.2(b) or Section 3.1(a) hereof shall be allocated (i) first, so as to offset the Profits (or Losses) allocated for such fiscal year or years, and (ii) the balance, if any, to the Unit Holders in proportion to the Units held by each.

(d) Notwithstanding anything to the contrary contained in Section 3, in no event will any loss or deduction attributable to nonrecourse debt which is secured by Partnership property be allocated to any Partner if such allocation would cause the sum of the deficit capital account balances of the Partner or Partners receiving such allocations to exceed the "minimum gain" as determined at the end of the Partnership taxable year to which the allocations relate.

(i) A loss or deduction is attributable to non-recourse debt which is secured by Partnership Property to the extent of the excess of the outstanding principal balance of such debt (excluding any portion of such principal balance which would not be treated as an amount realized upon foreclosure of such debt under I.R.C. Section 1001 and Treasury Regulation Section 1.1001-2(a)) over the adjusted basis of such property.

(ii) the excess referred to in subsection (i) above is the "minimum gain".

(e) Notwithstanding the provisions of this Agreement at any time when the "minimum gain", as defined in Section - 3.5(d)(ii), is reduced below the sum of the Capital Accounts of those Partners which have deficit Capital Account balances resulting in whole or in part from allocations of loss or deduction attributable to nonrecourse debt, as defined in Section 3.5(d)(i), those partners with such deficit Capital Account balances shall be allocated income or gain, to the extent possible, in an amount equal to his or her pro rata share of the "minimum gain" to offset such deficit.

(f) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(g) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners and Unit Holders in the same proportions as they share Profits or Losses, as the case may be, for the

year.

3.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners and Unit Holders so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.8(i)(1) hereof).

In the event the Gross Asset Value of any Partnership Asset is adjusted pursuant to Section 1.8(i)(2) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the Adjusted Basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 4. DISTRIBUTIONS

4.1 Net Cash From Operations. Except as otherwise provided in Section 11 hereof, Net Cash From Operations, if any, shall be distributed, at such times as the General Partner may determine 100 percent to the Unit Holders.

4.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Section 11 hereof, Net Cash From Sales or Refinancings shall be distributed, at such times as the General Partner may determine, in the following order and priority:

(a) First, to the Unit Holders until their Adjusted Capital Contributions are reduced to zero; and

(b) The balance, if any, 100 percent to the Unit Holders.

4.3 Division Among Unit Holders and General Partners. All distributions to the Unit Holders pursuant to this Section 4 shall be divided among them in proportion to the Units held by each. In the event there is more than one General Partner,

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all amounts distributed to the General Partner pursuant to this Section 4 shall be divided among them as they may agree.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership or the Unit Holders shall be treated as amounts distributed to the Unit Holders pursuant to this Section 4 for all purposes under this Agreement. The General Partner may allocate any such amounts among the Unit Holders in any manner that is in accordance with applicable law.

4.5 Definitions Relating to Distributions. "Adjusted Capital Contribution" means, as of any day, a Unit Holder's Capital Contributions reduced by all prior distributions to such Unit Holder pursuant to Sections 4.2 and 11.2.3 hereof. In the event any person transfers all or any portion of his Units in accordance with the terms of this Agreement, his transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it related to the transferred Units.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. Except to the extent otherwise provided herein, the General Partner shall have the sole and exclusive right to manage the business of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act including, without limitation, the right and power to:

(a) acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(b) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership.

(c) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of Partnership Property;

(d) borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge, or other lien on any Partnership Property, as are necessary to consummate the purchase or refinancing of any Partnership Property;

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(e) execute, in furtherance of any or all of the purposes of the Partnership, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Partnership Property;

(f) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Partnership Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership Property;

(g) care for and distribute funds to the Unit Holders by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Partnership or this Agreement;

(h) contract on behalf of the Partnership for the employment and services of employees and/or independent contractors and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Partnership;

(i) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Partnership Property and General Partner liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which Partnership is then formed or qualified; and

(j) make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law; (i) to adjust the basis or Partnership Property pursuant to Code Section 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of Units and Partnership distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against Partners with respect to adjustments to the Partnership's federal, state, or local tax returns; and (iii) to represent the Partnership and the Partners before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership and the Partners in their capacity as Partners, and to execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Partners with respect to such tax matters or otherwise affect the rights of the Partnership or the Partners. The General Partner is specifically authorized to act as the "Tax Matters Partner" under the Code and in any similar capacity under state or local law.

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In the event more than one Person is a General Partner, the rights and powers of the General Partner hereunder shall be exercised by them in such manner as they may agree. In the absence of an agreement among such Persons, no General Partner shall exercise any of such rights and powers without the unanimous consent of all such Persons.

5.2 Right to Rely on General Partner. Any person dealing with the Partnership may rely upon a certificate signed by any General Partner as to:

(a) the identity of any General Partner or Limited Partner;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a General Partner or which are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Restrictions on Authority of General Partner.

5.3.1 Without the consent of all of the Partners, no General Partner shall have the authority to:

(a) do any act in contravention of this agreement;

(b) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Agreement;

(c) confess a judgement against the Partnership;

(d) possess Partnership Property, or assign rights in specific Partnership Property, for other than a Partnership purpose;

(e) knowingly perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction; or

(f) invest in junior trust deeds or similar obligations, except that junior trust deeds or similar obligations may be taken back from purchasers of Partnership Property in connection with the sale thereof by the Partnership.

5.3.2 Without the consent of a majority in interest of the Partners, no General Partner shall have the authority to:

(a) sell or otherwise dispose of at one time all or substantially all of the Partnership Property, except for a liquidating sale of Partnership Property in connection with the dissolution of the Partnership;

(b) elect to dissolve the Partnership; or

(c) amend the Agreement except as provided in this Agreement.

5.4 Duties and Obligations of General Partner.

5.4.1 The General Partner shall take all actions which may be necessary or appropriate (a) for the continuation of the Partnership's valid existence as a limited partnership under the laws of the State of Illinois (and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Limited Partners or to enable the Partnership to conduct the business in which it is engaged) and (b) for the acquisition, rehabilitation, development, maintenance, preservation, and operation of Partnership Property in accordance with the provisions of this Agreement and applicable laws and regulations.

5.4.2 The General Partner shall have the fiduciary duty for the safekeeping and use of all of Partnership Property, whether or not in the immediate possession or control of the General Partner, and shall not employ or permit another to employ Partnership property in any manner except for the exclusive benefit of the Partnership.

5.4.3 The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of all duties hereunder, but the General Partner shall not be required to devote full time to the performance of such duties.

5.4.4 The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership and of the Limited Partner, including the safekeeping and use of all of the Partnership Property and the use thereof for the exclusive benefit of the Partnership.

5.5 Indemnification of General Partner.

5.5.1 The Partnership, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against any General Partner relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such General Partner in connection with the business of the

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Partnership, including attorney fees incurred by such General Partner in connection with the defense of any action based on any such act or omission, which attorney fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

5.5.2 In the event of any action by a Unit Holder against any General Partner, including a Partnership derivative suit, the Partnership shall indemnify, save harmless, and pay all expenses of such General Partner, including attorney fees, incurred in the defense of such action, if such General Partner is successful in such action.

5.5.3 The Partnership shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any General Partner who for the benefit of the Partnership makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Partnership and who suffers any financial loss as the result of such action.

5.5.4 Notwithstanding the provisions of Sections 5.5.1, 5.5.2, and 5.5.3 above, no General Partner shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

5.6 Compensation and Expenses of General Partner.

5.6.1 Each General Partner may charge the Partnership for any expenses incurred in connection with Partnership business.

5.6.2 Except as set forth in the Initial Budget (as such term is used in the loan documents) no General Partner shall receive any fees or other compensation for serving as a General Partner, unless such fees or other compensation are approved by a majority in interest of the Partners. However, each General Partner shall be entitled to the distributions and allocations provided for elsewhere in this Agreement.

5.7 Operating Restrictions.

5.7.1 No loans or guarantees of loans shall be made by the Partnership to any General Partner or any Affiliate of a General Partner.

5.7.2 No rebates, kickbacks, or reciprocal arrangements may be received or entered into by any General Partner, nor may any General Partner participate in any business arrangement which would circumvent this Agreement.

5.7.3 The funds of the Partnership may, in the discretion

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of the General Partner, be deposited in a common trust account with other affiliated limited partnerships. Payments for expenses may be made from such trust account, and such payments may include the Partnership's allocable share of such expenses. Notwithstanding the foregoing, the funds of the Partnership shall not be commingled with the funds of any other Person.

5.7.4 The signature of the General Partner shall be necessary to convey title to any real property owned by the Partnership or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Partners agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the General Partner shall be sufficient to execute any "statement of partnership" or other documents necessary to effectuate this or any other provision of this Agreement. All of the Partners do hereby appoint each General Partner as their attorney-in-fact for the execution of any or all of the documents described herein.

5.8 Managing General Partner. If at any time there is more than one General Partner, John P. Sweeney shall be designated as the Managing General Partner. The Managing General Partner shall have control over the day to day operations of the Partnership and be permitted to perform any act permitted under this Section 5. If the Managing General Partner ceases to be a General Partner pursuant to Section 10.1 the Partners shall elect a new Managing General Partner by an affirmative vote of a majority in interest of the Partners. The Managing General Partner can be removed pursuant to the provisions of Section 10.2.

SECTION 6. ROLE OF LIMITED PARTNER

6.1 Rights or Powers. Except as otherwise set forth in Section 6.2 hereof, the Limited Partners shall have no rights or powers to take part in the management and control of the Partnership and its business and affairs.

6.2 Voting Rights. The Limited Partners shall have the right to vote on the matters explicitly set forth in this Agreement.

SECTION 7. BOOKS AND RECORDS

7.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or his designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

7.2 Annual Reports. Within a reasonable period after the end of each Partnership fiscal year, each Partner shall be furnished with an unaudited annual report containing a balance sheet as of the end of such fiscal year and statements of income and Partners' equity, for the year then ended in accordance with tax accounting principle.

7.3 Tax Information. Necessary tax information shall be delivered to each partner after the end of each fiscal year of the Partnership. Every effort shall be made to furnish such information within 75 days after the end of each fiscal year.

SECTION 8. AMENDMENTS

8.1 Amendments.

(a) Amendments to this Agreement may be proposed by any General Partner or by any Limited Partners holding 10 percent or more of the Units. Following such proposal, the General Partner shall submit to the Limited Partners a verbatim statement of any proposed amendment, providing that counsel for the Partnership shall have approved of the same in writing as to form, and the General Partner shall include in any such submission a recommendation as to the proposed amendment. The General Partner shall seek the written vote of the Partners on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. For purposes of obtaining a written vote, the General Partner may require response within a reasonable specified time, but not less than 15 days, and failure to respond in such time period shall constitute a vote which is consistent with the General Partner's recommendation with respect to the proposal. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of a majority in interest of the Partners.

(b) Notwithstanding Section 8.1(a) hereof,

(i) This Agreement shall not be amended without the consent of each Person adversely affected if such amendment would (A) convert a Limited Partner's interest in the Partnership into a General Partner's interest, (B) modify the limited liability of a Limited Partner, or (C) alter the interest of a Partner in Profits, Losses, or any Partnership distributions; and

(ii) This Agreement may be amended by the General Partner, without the consent of any of the Limited Partners:

(A) to add to the representations, duties, or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners and (B) to cure any ambiguity, to correct or supplement

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any provision hereof which may be inconsistent with any other provisions hereof, or to make any other provision with respect to matters or questions arising under this Agreement not inconsistent with the intent of this Agreement.

SECTION 9. TRANSFER OF PARTNERSHIP INTERESTS

9.1 In General.

9.1.1 Except as otherwise set forth in this Section 9, a Limited Partner shall not sell, assign, transfer, pledge, or hypothecate all or any portion of his interest in the Partnership without the consent of the General Partner, and a General Partner shall not sell, assign, transfer, pledge, or hypothecate all or any portion of his interest without the consent of a majority in interest of the Partners. Any sale, assignment, transfer, pledge, or hypothecation which does not comply with the provisions of this Section 9 shall be void and shall not cause or constitute a dissolution of the Partnership.

9.1.2 Each Limited Partner agrees that he will not sell, assign, or otherwise transfer his Units, or any portion thereof, to any Person who does not similarly represent and warrant and similarly agree not to sell, assign, or transfer such Units, or portion thereof, to any Person who does not similarly represent and warrant and agree.

9.2 Exception. A Limited Partner may sell, assign, or transfer his interest in the Partnership if:

9.2.1

(a) Any Partner wishes to sell his Partnership interest and receives an offer to purchase the same, he shall notify the remaining Partners in writing and they shall have the first right to purchase at the price and terms specified in such offer. The remaining Partners or such of them as desire to make such purchase, shall have the right to purchase said entire Partnership interest (but not less than the entire interest) in the ratios in which the Partners hold Units in the Partnership. If the remaining Partners refuse to make such purchase and refuse to consent to the sale of the person making the offer, and the sale is made nevertheless, then the purchaser shall not become a Partner, but shall be entitled only to receive distributions to which the selling partner would be entitled but for such sale.

(b) Notwithstanding the provisions of Section 9.1 and 9.2.1(a) above, any Partner may by will dispose of his Partnership interest. During the period of administration the personal representative and thereafter the recipient or recipients

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of the Partnership interest shall become a Limited Partner. Similarly, in the event of the intestacy of a Partner, his personal representative and thereafter the person or persons succeeding to his Partnership interest shall become substituted Limited Partners. Further, notwithstanding the provisions of Section 9.1 and 9.2.1(a) above, any Partner may transfer his interest to his or her spouse, and/or children, and/or brothers or sisters, or to a trust for their benefit, and they or the trustee, as the case may be, shall become substituted Limited Partners; the Partner so transferring his interest shall cease to be a Partner and shall have no liability as a Partner for obligations of the Partnership incurred after such transfer. Any Substituted Limited Partner shall be bound by all of the terms and conditions of this Limited Partnership Agreement.

9.2.2 Such sale, transfer, or assignment, when aggregated with any prior sales, transfers, or assignments of Partnership interests, does not result in a sale or exchange within a 12-month period of 50 percent or more of the total interest in the Partnership's capital and profits within the meaning of Code Section 708(b);

9.2.3 Such Limited Partner and his purchaser, transferee or assignee, execute, acknowledge, and deliver to the General Partner such instruments of transfer and assignment with respect to such transaction as are in form and substance satisfactory to the General Partner;

9.2.4 Such Limited Partner pays the Partnership a transfer fee that is sufficient to pay all reasonable expenses of the Partnership in connection with such transaction.

If a sale, transfer, or assignment of Units complies with the provisions of this Section 9.2, but the Person acquiring such Units is not admitted as a Substituted Limited Partner pursuant to Section 9.3 hereof, such Person shall be entitled to receive distributions and allocations with respect to such Units as set forth in this Agreement, including Section 9.4 hereof, but shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to any of the rights of a General Partner or a Limited Partner under the Act or the Agreement.

9.3 Substituted Limited Partner. No Person taking or acquiring, by whatever means, the interest of any Limited Partner in the Partnership shall be admitted as a Substituted Limited Partner without the consent of every General Partner and unless such Person:

9.3.1 Elects to become a Substituted Limited Partner by delivering notice of such election to the Partnership; and

9.3.2 Executes, acknowledges, and delivers to the Partnership such other instruments as the General Partner may deem necessary or advisable to effect the admission of such Person as a Substituted Limited Partner, including, without limitation, the written acceptance and adoption by such Person of the provisions of the Agreement.

9.4 Distributions and Allocations in Respect to Transferred Units. If any Unit is sold, assigned, or transferred during any accounting period in compliance with the provisions of this Section 9, Profits, Losses, each item thereof, and all other items attributable to such Unit for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Partnership shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Partnership does not receive a notice stating the date such Unit was transferred and such other information as the General Partner may reasonably require within 30 days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, on the last day of the accounting period during which the transfer occurs, was the owner of the Unit. Neither the Partnership nor any General Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.4, whether or not any General Partner or the Partnership has knowledge of any transfer or ownership of any Unit.

SECTION 10. GENERAL PARTNERS

10.1 Cessation. A Person shall cease to be a General Partner upon the transfer of his entire interest in the Partnership or upon his removal pursuant to Section 10.2 hereof, withdrawal in accordance with Section 10.3 hereof, death, adjudication of incompetence or any of the other events set forth in Section 20 of the Act. Upon the occurrence of any such event, such Person or his transferee shall have the right to receive distributions and allocations with respect to his Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner with the consent of the remaining General Partners (if there is no remaining General Partner, then with the consent of any General Partners elected pursuant to Section 10.5 hereof).

10.2 Removal of a General Partner. A vote by the Partners who hold 75% of the Profits and Losses upon sale may remove any or all of the General Partners at any time.

10.3 Withdrawal of a General Partner. Upon 30 days' notice to the Partners, any General Partner may withdraw as a General Partner at any time, provided that such General Partner delivers to the Partnership an opinion of competent counsel to the effect that such withdrawal will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes or not cause the Partnership to be in default of any and all agreements signed by the General Partner on behalf of the Partnership.

10.4 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 10.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

10.5 Election of New General Partners. In the event any Person ceases to be a General Partner pursuant to Section 10.1, and as a consequence thereof the Partnership has no General Partner or any one or more Persons desire to become a General Partner, any Limited Partner may nominate one or more such Persons for election as General Partners. No Person shall become a General Partner unless elected by (a) an affirmative vote of a majority in interest of the Limited Partners, if such Person ceased to be a General Partner by reason of his removal pursuant to Section 10.2 hereof, or (b) an affirmative vote of all of the Limited Partners, if such Person ceased to be a General Partner for any other reason or desires to become a General Partner.

SECTION 11. DISSOLUTION AND WINDING UP

11.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

11.1.1 The expiration of the term of the Partnership;

11.1.2 The sale of all or substantially all of the Partnership Property;

11.1.3 The election of the Partners, pursuant to Section 5.3.2(b) hereof, to dissolve the Partnership;

11.1.4 The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 10.4 hereof in the event any

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Person ceases to be a General Partner pursuant to Section 10.1 hereof; or

11.1.5 The failure to elect a new General Partner of General Partners in the event all of the General Partners cease to be General Partners pursuant to Section 10.1 hereof.

11.2 Winding Up. Upon a dissolution of the Partnership, the General Partner or court-appointed trustee if there be no General Partner shall take full account of the Partnership's liabilities and Partnership Property and the Partnership Property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

11.2.1 To the payment and discharge of all of the Partnership's debts and liabilities (other than those to General Partner and Unit Holders), including the establishment of any necessary reserves;

11.2.2 To the payment of any debts and liabilities to General Partner and Unit Holders; and

11.2.3 To the General Partner and Unit Holders in accordance with their Capital Accounts.

11.3 Compliance With Timing Requirements of Regulations.

In the event the Partnership is "liquidated" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Section 11 (if such liquidation constitutes a dissolution of the Partnership) or Section 4 hereof (if it does not) to the General Partner and Unit Holders who have positive Capital Accounts in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2). Distributions pursuant to the preceding sentence may be distributed to a trust established for the benefit of the General Partner and Unit Holders for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the General Partner and Unit Holders from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and Unit Holders pursuant to this Agreement.

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11.4 Rights of Unit Holders. Except as otherwise provided in this Agreement, each Unit Holder shall look solely to the assets of the Partnership for the return of his Capital Contribution and shall have no right or power to demand or receive property

other than cash from the Partnership. No Unit Holder shall have priority over any other Unit Holder as to the return of his Capital Contributions, distributions, or allocations.

SECTION 12. POWER OF ATTORNEY

12.1 General Partner as Attorney-in-Fact. Each Limited Partner hereby makes, constitutes and appoints each General Partner and each successor General Partner, with full power of substitution and resubstitution, his true and lawful attorney-in-fact for him and in his name, place, and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record, (a) this Agreement and all agreements, certificates, instruments, and other documents amending or changing this Agreement as now or hereafter amended which the General Partner may deem necessary, desirable, or appropriate including, without limitation, amendments or changes to reflect (i) the exercise by any General Partner of any power granted to him under this Agreement; (ii) any amendments adopted by the Partners in accordance with the terms of this Agreement; (iii) the admission of any substituted Partner; and (iv) the disposition by any Partner of his interest in the Partnership; and (b) any certificates, instruments, and documents as may be required by, or may be appropriate under, the laws of the State of Illinois or any other state or jurisdiction in which the Partnership is doing or intends to do business. Each Limited Partner authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Limited Partner might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof or hereof.

12.2 Nature as Special Power. The power of attorney granted pursuant to this Section 12:

(i) is a special power of attorney coupled with an interest and is irrevocable;

(ii) may be exercised by any such attorney-in-fact by listing the Limited Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Limited Partners; and

(iii) shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Limited Partner and shall survive the delivery

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of an assignment by a Limited Partner of the whole or a portion of his interest in the Partnership, except that where the assignment is of such Limited Partner's entire interest in the Partnership and the assignee, with the consent of the General Partner, is admitted as a Substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

SECTION 13. MISCELLANEOUS

13.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered, or certified mail, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.4 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners; if to a General Partner, to such General Partner at the address set forth in Section 2.1 hereof, or to such other address as such General Partner may from time to time specify by notice to the Partners; if to a Limited Partner, to such Limited Partner at the address set forth in Section 2.2 hereof or on Exhibit A hereto, or to such other address as such Limited Partner may from time to time specify by notice to the Partnership. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

13.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

13.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

13.4 Time. Time is of the essence with respect to this Agreement.

13.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

13.6 Severability. Every provision of this Agreement

is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

13.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.8 Additional Documents. Each Partner, upon the request of any General Partner, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

13.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

13.10 Governing Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners.

13.11 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Partnership Property.

13.12 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

13.13 Loans. Any Partner or Affiliate of a Partner may, with the consent of the General Partner, lend or advance money to the Partnership. If a General Partner or, with the written consent of the General Partner, any Limited Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a contribution to the capital of the Partnership but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner or Affiliate of a Partner shall be repayable out of the Partnership's cash and shall bear interest at a rate not in excess of the greater of (i) the prime rate established, from time to time, by any major bank selected by the General Partner for loans to its most credit-worthy commercial borrowers, or (ii) the maximum rate permitted by law. None of the Partners or their Affiliates shall be obligated to make any loan or advance to the Partnership.

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13.14 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any General Partner may take and all determinations which any General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such General Partner.

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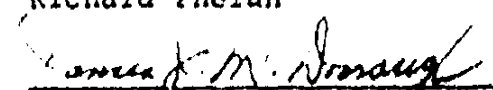
IN WITNESS WHEREOF, the parties have entered into this Restated Agreement of Limited Partnership as of the day first written above.

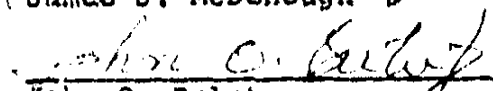
General Partner:

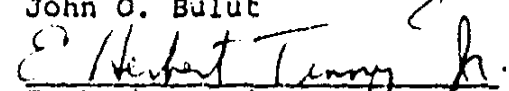

John P. Sweeney

Limited Partners:

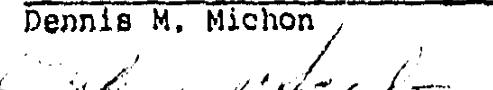

Richard Phelan


James J. McDonough



John O. Bulut


E. Herbert Tinney, Jr.


Dennis M. Michon


Catherine M. Scanlon

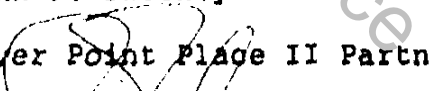

Philip A. Radloff


Francis Kones


Donald L. Kosik


John P. Sweeney

River Point Place II Partnership

BY: 
One of its partners

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STATE OF ILLINOIS)
) SH
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. McDonough, John O. Bulut, John P. Sweeney, E. Herbert Tinney, Jr., Dennis M. Michon, Catherine M. Scanlon, Philip A. Radloff, Francis Kokes, and Donald L. Kosik, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 1986.

Daphia P. Grassa
Notary Public

My Commission Expires:

My Commission Expires Mar. 14, 1990

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EXHIBIT A
to
SECOND AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
TEN NORTH DEARBORN VENTURE
AN ILLINOIS LIMITED PARTNERSHIP

<u>Names and Addresses of Limited Partners</u>	<u>Number of Units</u>
John P. Sweeney 1110 Keystone River Forest, IL 60305	
&	
River Point Place II Partnership & Peter John Phelan, Pope & John 180 N. Wacker Chicago, IL 60606	39.50*
&	
Richard Phelan Phelan, Pope & John 180 N. Wacker Chicago, IL 60606	
James J. McDonough 10355 S. California Avenue Chicago, IL 60655	26.50
John O. Bulut 801 Red Stable Way Oak Brook, IL 60521	18.00
E. Herbert Tinney, Jr. 19W019 Avenue Barbizon Oak Brook, IL 60521	2.25
Dennis M. Michon 737 N. Woodbine Oak Park, IL 60302	2.25
Catherine M. Scanlon 10125 S. Mayfield Oak Lawn, IL 60453	2.25
Philip A. Radloff 481 Hamilton Wood Homewood, IL 60430	2.25

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard J. Phelan and Peter C. John, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 1986.

Mary Jane Solinas

Notary Public

My Commission Expires:

My Commission Expires Dec. 7, 1990

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Francis Kokes
6935 N. Overhill
Chicago, IL 60631

1.0

Donald L. Kosik
4254 Keim Road
Lyle, IL 60532

1.0

42.0

Name and Address of General Partner

John P. Sweeney
1110 Keystone
River Forest, IL 60305

5.0

*From and including the date first written above and through and including December 31, 1992, the profits and losses, net cash flow from operations and net cash flow from sales or refinancing attributable to the above units marked by an asterisk shall be allocated as follows:

(1) 5.0632%, 50.6329%, and 44.3039% interest in the profits and losses with respect to the above captioned units to John P. Sweeney, River Point Place II Partnership and Richard Phelan, respectively.

(2) 76.2659%, 12.6582%, and 11.0759% interest in the net cash flow from operations to John P. Sweeney, River Point Place II Partnership, and Richard Phelan, respectively.

(3) 76.2659%, 12.6582%, and 11.0759% interest in the net cash flow from sales or refinancing to John P. Sweeney, River Point Place II Partnership, and Richard Phelan, respectively.

Commencing January 1, 1993, the profits and losses, net cash from operations and net cash from sales or refinancing attributable to the above units marked by an asterisk shall be allocated as follows: 76.2659%, 12.6582%, and 11.0759% to John P. Sweeney, River Point Place II Partnership, and Richard Phelan, respectively.

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