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SECOND AMENDMENT TO SPECIFIC AND GENERAL ASSIGNMENTS OF LEASES AND CASH COLLATERAL

As of July 1, 1988

The Chase Manhattan Bank (National Association) 101 Park Avenue New York, New York 10081 2200

Attention: Wesl Estate Finance

That certain Specific Assignment of Lease and Cash Re: Collargral dated as of January 31, 1984 and recorded with the Recorder of Deeds, Cook County, Illinois (the "Recorder") on February 2, 1984 as Instrument % 26 954 665, and that certain General Assignment of Leases and Cash Collateral dated as of January 31, 1984 and recorded with the Recorder on February 2, 1984 as Instrument No. 26 954 664, each as awerded by that certain Amendment to Specific and General Assignments of Leases and Cash Collateral dated May 30, 1986 and recorded with the Recorder on June 4, 1986 as Instrument No. 86223209 (said assignments, as amended, hereinafter, individually and collectively, the "Assignments"), each from Chicago Superior Assoclates, an Illinois limited partnership, and La Salle National Bank, as Trustee, as Assignor (hereinafter, jointly and severally, "Assignor") to you, as Assignee

Gentlemen:

Assignor has requested, and you have agreed subject to the conditions hereinafter set forth, to increase the "Loan" (as said quoted term is defined in the Assignments) to Assignor by an aggregate principal amount of up to \$25,787,940.80 (the "Supplemental Loan"). The Supplemental Loan will be evidenced by a Note (the "New Note") of even date herewith in the amount of \$25,787,940.80 from Assignor, as Maker, to you, as Payee, secured by, inter alia, a Building Loan Mortgage, Assignment of Leases and Security Agreement (the "New Mortgage") of even date herewith in said amount from Assignor to you intended to be recorded with the Recorder immediately prior to the recordation hereof and a guaranty of payment and performance (to the extent that the performance obligation is provided for therein) (the "New

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Guaranty") of even date herewith from O&Y (U.S.) Development Company, L.P. (the "Guarantor") to you, and advanced pursuant to that certain building loan agreement among Assignor and you dated as of January 31, 1984, as amended by letter agreements dated January 31, 1984 and dated June 21, 1985, by supplement to and modification of building loan agreement dated May 30, 1986 and by second supplement to and modification of building loan agreement of even date herewith, each among Assignor and you (said building loan agreement, as amended, hereinafter the "Loan Agreement").

In consideration of your making the Supplemental Lean to Assignor, and to induce you to consummate the transactions contemplated thereby, we hereby agree with you as follows:

- l. The Assignments shall be, and are hereby, spread to secure, in addition to the obligations secured thereby, all of Assignor's respective obligations under the Supplemental Loan;
- 2. All references in the Assignments to "Loan", "Note" and "Mortgage", shall be deemed to include and refer to, respectively, the Supplemental Loan, the Note as modified by Second Note Modification Agreement of even date herewith between Assignor and you and the New Note (together with any revisions or extensions thereof or substitutions therefor) and the Mortgage as modified by Second Mortgage Modification Agreement of even date herewith between Assignor and you intended to be recorded with the Recorder immediately prior to the recordation hereof and the New Mortgage; all references in the Assignments to the "Guaranty" shall be deemed to refer to said instrument as modified by Guaranty Modification Agmement dated as of January 30, 1987 among O&Y (U.S.) Development Corp., the Guarantor and you and by Guaranty Modification Agreement of even date herewith between you and the Guarantor, and shall also be deemed to include the New Guaranty; and the "Can Agreement" as therein defined shall hereinafter be deemed to refer to the Loan Agreement as herein defined.

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Except as modified hereby, the Assignments shall remain unmodified and in full force and effect.

Very truly yours,

CHICAGO-SUPERIOR ASSOCIATES, an Illinois limited partnership

O&Y (U.S.) Development Company, L.P., general partner

O&Y (U.S.) Development General Partner Corp., general partner

Aluc Corresident

LASALLE NATIONAL BANK, as crustee and not personally nor individually

Attest:

THE FORENIES

COOK CHUN Y LL WOLS FILED FOR PEORES

Agreed to and accepted this by the day of Trace, 1988.

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THE CHASE MANHATTAN BANK, N.A.

By: Droth, Kednite

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George Liviss
Deway Ballantine Buch by Palmer twind 101 Park Avenue How York, New York 10178

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STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

I, Alisa Leventhal, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dorothy Rodnite, of The Chase Manhattan Bank (National Association), a national banking association, organized and existing under the laws of the United States, of said bank, personally known to me to be the same person whose name is subscribed in the foregoing instrument as Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said bank.

or. Com. Civen under my hand and notarial seal, this 29th day of June, 1988.

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STATE OF)
COUNTY OF	; ss.:)
<u> </u>	
I, Kathy Pa	name, a Notary Public in and for
said County in the Sta	, a Notary Public in and for ate aforesaid, do hereby certify that , of the LaSalle National Bank, ciation, organized and existing under d States, and, of
national banking assor	ciation, organized and existing under
said bank, personally	known to me to be the same persons
whose names are subsci	ribed in the foregoing instrument as
tively appeared before	d ASSISTANT SECRETARY, respective me this day in person and acknowled and delivered the said instrument as
their our free and vol	luntary act and as the free and volun-
tary act of said bank,	, as Trustee under the provisions of st Agreement dated August 15, 1979, an
known as Trust Number	101565, for the uses and purposes
therein set forter	
	my hand and notarial seal, this
Given under day of 1.	
	, 1988.
	Luthy lacare
	Notary Public
	Luthy lacare

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STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

The undersigned, a notary public in and for the
State and County aforesaid, does hereby certify that
lating Color personally known to me to be a
CORP., a Delaware corporation, the corporation described in
CORP., a Delaware corporation, the corporation described in
and which executed the foregoing instrument, and personally
known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such
Signed and delivered the said instru-
ment on hebalf of said corporation, which corporation is the managing general partner O&Y (U.S.) DEVELOPMENT COMPANY,
managing general partner OAY (U.S.) DEVELOPMENT COMPANY,
L.P., a Delagare limited partnership, general partner of CHICAGO-SUPERIOR ASSOCIATES, an Illinois limited partner-
CHICAGO-SUPERIOR ASSOCIATES, an Illinois limited partner-
ship, the partnership which executed the foregoing instru-
ment; that the execution of the instrument by said corpora-
tion was duly authorized according to the Articles of Part-
nership; that said corporation executed the instrument on
behalf of the said partnership pursuant to said authoriza-
behalf of the said partnership pursuant to said authorization, and pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act,
and as the free and voluntary act and deed of said corpora-
tion and of said partnership, for the uses and purposes
therein set forth.
of, 1988.
of 5:506 . 1988.
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Notary Public
ALISA L STEPAN
NOTARY PURISO & 4573091
south the state of

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Qualified in Westchaster County, NY Commission Expires Col. 6, 1981