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This document was prepared by:
D. B. Pinkert
Amoco Corporation
200 East Randolph Drive
Chicago, Illinois 60601

SUPPLEMENTAL ASSIGNMENT

from

AMPROP FINANCE COMPANY

and

AMOCO PROPERTIES LEASING INCORPORATED

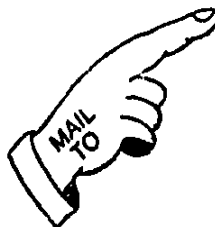
to

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

as Trustee

Dated as of January 28, 1991

DEPT-01 RECORDING \$21.00
158333 TRAN 6122 02/22/91 14:15:00
#2698 C *-91-083569
COOK COUNTY RECORDER



Record and return to:
Amoco Properties Incorporated
200 East Randolph Drive
Chicago, Illinois 60601
Attn: Manager of Leasing

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SUPPLEMENTAL ASSIGNMENT, dated as of January 21, 1991 (herein called this "Agreement"), from AMPROP FINANCE COMPANY, an Indiana corporation, having an office at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein, together with its successors, if any, by merger, consolidation or by sale, assignment or transfer under Section 6.10 of the Indenture hereinafter mentioned, called the "Company") and AMOCO PROPERTIES LEASING INCORPORATED, a Delaware corporation, having an office at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein, together with its successors, if any, by merger, consolidation or by sale, assignment or transfer under Section 6.10 of the Indenture hereinafter mentioned, called "Leasco," and, together with the Company, sometimes hereinafter referred to as the "Assignors"), to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, as trustee, having its corporate trust office presently at 100 West Broadway, New York, New York 10015 (herein, together with its successors and assigns as such trustee, called the "Trustee"), under a Trust Indenture and Mortgage dated as of August 1, 1989, from the Company and Leasco to the Trustee (hereinafter, together with all amendments and supplements thereto, referred to as the "Indenture").

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Indenture.

The Company has: (i) a fee estate in a certain parcel of real property located in Chicago, Illinois (the "Chicago Land"), which parcel of real property is more fully described in Appendix A hereto; and (ii) a fee estate in certain buildings, structures and other improvements (including fixtures, equipment and other related property) located on the Chicago Land (hereinafter referred to as the "Chicago Improvements") subject to an estate for years held by Midcontinent pursuant to the Midcontinent Ground Lease.

Leasco is a wholly-owned subsidiary of the Company and has a subleasehold estate in substantially all of the Chicago Improvements pursuant to the Sublease dated as of August 1, 1989, from the Company to Leasco (the "Sublease"), pursuant to which Sublease the Company has subleased substantially all of the Chicago Improvements to Leasco.

The Company assigned to Leasco its rights and obligations pursuant to various leases made by the Company to certain entities of portions of the Chicago Improvements (the "Chicago Third Party Leases") pursuant to an assignment dated August 1, 1989, between the Company and Leasco. Leasco subleased a portion of the Chicago Improvements to Amoco Corporation, an Indiana corporation ("Amoco") pursuant to a Lease Agreement dated as of August 1, 1989, between Leasco and Amoco (the "Amoco Chicago Lease").

The Indenture creates a first mortgage lien on the Company's interest in the Chicago Land and the Chicago Improvements and a first mortgage lien on: (i) Leasco's interest as sublessee under the Sublease; (ii) the Company's interest as lessor under the Sublease; (iii) Leasco's interest as lessor under the Chicago Third Party Leases now existing or hereafter entered into, Leasco's interest under any

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Chicago Additional Space Leases in respect of any portion of the Chicago Improvements, whether now existing or hereafter entered into; and (iv) any future interest of the Company as lessor under the Amoco Chicago Lease, the Chicago Third Party Leases and the Chicago Additional Space Leases.

On March 26, 1990, Leasco entered into a Lease with Maritz Motivation Company a division of Maritz Inc. (the "New Lease") for space in the Chicago Improvements, which New lease constitutes a Chicago Third Party Lease under the Indenture.

On August 11, 1989, the Company borrowed, and from time to time thereafter, the Company may borrow, certain sums of money evidenced by Notes (as defined in the Indenture). The Notes are and will be secured by the Indenture.

Pursuant to the terms of the Indenture, the Company may issue M Notes to evidence its obligation to repay advances made to effect the payment or the prepayment of the Midcontinent Notes issued pursuant to the Midcontinent Indenture. The M Notes, if any, will be secured by the Indenture.

In order to induce the parties purchasing the Notes to purchase the same and to induce the Trustee to accept the trusts created by the Indenture, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and to confirm the first mortgage lien created by the Indenture on Leasco's interest as lessor under the New Lease and the future interest of the Company as lessor under the New Lease, the Company and Leasco are entering into the undertakings herein set forth with the Trustee, and have caused this Agreement to be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

Now, Therefore, the parties hereto agree as follows:

1. The Assignors, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in furtherance of the covenants of the Indenture and as security for the payment of the principal of and premium, if any, and interest and all other sums payable on the Notes, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, have irrevocably and unconditionally assigned, transferred, pledged, conveyed and set over, and by these presents do irrevocably and unconditionally assign, transfer, pledge, convey and set over to the Trustee all of the Assignors' estate, right, title and interest as lessor under and in and to the New Lease (the "Assigned Property") together with all rights, powers, privileges, options and other benefits of the Assignors under such New Lease, including, but not by way of limitation: (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, proceeds, moneys and security payable to or receivable by any lessor under the New Lease, whether as rents or as the purchase price of the leased premises thereunder, or any part thereof or otherwise (the "Rents");

(ii) the right to make all waivers and agreements; (iii) the right to give all notices, consents and releases; (iv) the right to take such action upon the happening of a default under the New Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any of the New Lease; and (v) the right to do all other things which the Assignors are or may become entitled to do as lessor under the New Lease.

2. This Agreement constitutes a present and absolute assignment of all the Assigned property and of the Rents now or hereafter accruing thereunder, provided, however, except as otherwise provided in Article IV of the Indenture, that the Trustee hereby grants to the Assignors the right and license to collect and receive the Rents as they become due, and not in advance, and to exercise their respective rights under the Assigned Property unless and until an Event of Default under the Indenture shall have occurred and be continuing and notice of such Event of Default shall have been given to the Company and Leasco by the Trustee. Immediately upon the occurrence of any such Event of Default, the foregoing right and license shall be automatically terminated and of no further force or effect. Upon the cure of any such Event of Default the Company, Leasco, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder, respectively. Nothing contained in this Section 2 or elsewhere in this Agreement shall be construed to make the Trustee a mortgagee in possession unless and until the Trustee actually takes possession of the Chicago Improvements, nor to obligate the Trustee to take any action or incur any expense or discharge any duty or liability under or in respect of the Assigned Property or any leases or other agreements relating to the Chicago Improvements or any part thereof.

3. The execution and delivery of this Agreement shall not in any way impair or diminish the obligations of the Assignors under the Sublease, the Amoco Chicago Lease, the Chicago Additional Space Leases or the Chicago Third party Leases nor shall any of the obligations of the Assignors contained in the Sublease, the Amoco Chicago Lease, the Chicago Additional Space Leases or the Chicago Third Party Leases be thereby imposed upon the Trustee. Upon (i) proof being given to the reasonable satisfaction of the Trustee that the principal of and interest (whether on principal, interest or on amounts in default) on all of the Notes, all sums secured by the Lien of the Indenture and all sums, costs, charges and expenses properly incurred by the Trustee, any co-trustee, separate trustee or any receiver in relation to the Indenture have been duly and effectually provided for by payment to the Trustee in accordance with the provisions of the Indenture whether by payment thereof in accordance with Section 9.01 of the Indenture or by deposit of monies or U.S. Government Obligations pursuant to Section 9.02 of the Indenture; or (ii) the assumption of all of the Notes by Amoco or Amoco Company pursuant to Section 7.10(a) of the Indenture and the assumption of all of the M Notes by Amoco or Amoco Company pursuant to Section 7.11 of the Indenture (whether or not such assumption in the case of any Note or M Note is by Amoco or Amoco Company) upon payment or provision for payment of all sums secured by the Lien of the

Indenture and all costs, charges and expense properly incurred by the Trustee and co-trustee, separate trustee or any receiver in relation to the Indenture and upon payment of all other sums secured by the Lien of the Indenture and all costs, charges and expenses properly incurred by the Trustee, any co-trustee, separate trustee or any receiver in relation to the Indenture and, in either case, upon written request by the Company to the Trustee pursuant to Section 9.01 or Section 9.02 of the Indenture requesting discharge of the Indenture, this Agreement and all rights herein assigned to the Trustee shall cease and terminate, all the estate, right, title and interest of the respective Assignors in and to the Assigned Property, the Rents and all other property assigned by this Agreement shall revert to the respective Assignors, and the Trustee shall, at the request and expense of the Company, deliver to the Assignors an instrument or instruments in recordable form cancelling this Agreement and reassigning to the Assignors such assigned property.

4. The Assignors hereby designate the Trustee to receive all notices, undertakings, demands, statements, documents and other communications which the Assignors are required or permitted to receive from the lessee under the New Lease provided, however, that the Trustee hereby grants to the Assignors the right and license to receive all such notices, undertakings, demands, statements, documents and other such communications unless and until an Event of Default shall have occurred, and the Assignors hereby agree to deliver to the Trustee, at its address set forth above or at such other address as the Trustee shall designate, copies of all such notices, undertakings, demands, statements, documents and other communications, with which direction the Assignors hereby undertake to comply.

5. The Assignors represent to the Trustee that, as of the date hereof, the New Lease is in full force and effect and that no default by the Company or Leasco under such instrument has occurred and is continuing. The Assignors represent to the Trustee that the Assignors have not executed any other assignment of the Assigned Property except pursuant to the Indenture.

6. The Assignors agree that the assignment made by this Agreement is irrevocable, and that they will not, while this Agreement is in effect or thereafter until the Assignors have received notice from the Trustee of the termination of this Agreement, take any action as lessors under the New Lease which is inconsistent with the provisions of this Agreement or the Indenture, or make any other assignment, designation or direction inconsistent herewith or therewith and that any assignment, designation or direction inconsistent herewith shall be void. The assignment made by this Agreement is subject to the rights and obligations of the Assignors set forth in the Indenture. The Assignors will, from time to time, upon the request of the Trustee execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify in such request.

7. The Assignors agree that they will not enter into any agreement subordinating, amending, modifying or terminating the New

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Lease except as permitted in Sections 6.07 and 6.09 of the Indenture, and that any attempted subordination, amendment, modification or termination of the New Lease contrary to such Sections 6.07, or 6.09, as the case may be, shall be void. In the event that the New lease shall be amended as herein permitted, the New Lease shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto.

8. The rights and obligations of the Assignors set forth in this Agreement are several and not joint and nothing in this Agreement shall be interpreted as a guarantee by either Assignor of the rights or obligations undertaken by the other.

9. This Agreement shall inure to the benefit and be binding upon the parties hereto and upon their respective successors and assigns.

10. This Agreement shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Illinois, but nothing herein contained in this Section 10 shall be deemed to alter the rights, duties and immunities of the Trustee or any separate or co-trustee set forth in Article X and XI, respectively, of the Indenture and such rights, duties and immunities so set forth shall be governed by the law of the State of New York.

** end of Agreement **

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IN WITNESS WHEREOF, the Assignors and the Trustee have caused this Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized.

AMPROP FINANCE COMPANY,
Assignor

[Corporate Seal]

By Mark L. Nottel
Its Vice President

Attest:

James H. Pardy
Assistant Secretary

AMOCO PROPERTIES LEASING
INCORPORATED, Assignor

[Corporate Seal]

By James H. Pardy
Its VICE PRESIDENT

Attest:

Wm. J. Reichen
Secretary

Accepted and agreed to, as of the
23rd day of January, 1991

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, Trustee

[Corporate Seal]

By M. P. C. [Signature]
Its Assistant Vice President

Attest:

Catherine F. Donohue
Assistant Secretary

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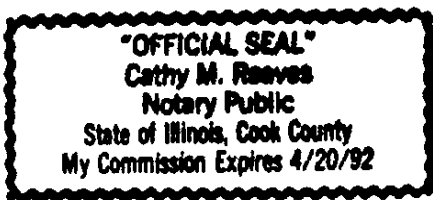
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STATE OF ILLINOIS)
 : SS.:
COUNTY OF COOK)

Before me, Cathy M. Reeves a Notary Public in and for the county and state referred to above, on this day personally appeared Mark L. Naezel, personally known to me to be the Vice President of AMPROP FINANCE COMPANY, an Indiana corporation, and the corporation described in and which executed the foregoing instrument and Dave B. Finney, personally known to me to be the Assistant Secretary of such corporation, each of whom, being by me duly sworn, did severally depose and say that they reside at 200 E. Randolph Drive, Chicago, Illinois 60601; that they signed and delivered the foregoing instrument as such Vice President and Assistant Secretary, respectively, of such corporation; that they know the corporate seal of such corporation and have caused such corporate seal to be affixed to the foregoing instrument; that such corporate seal was so affixed to the foregoing instrument as their free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of April, A.D. 1990.

[NOTARIAL SEAL]

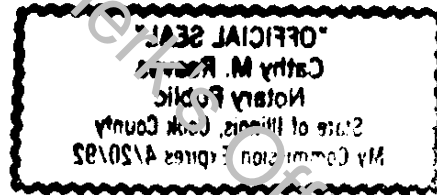


April 20, 1992
My commission expires:

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Property of Cook County Clerk's Office



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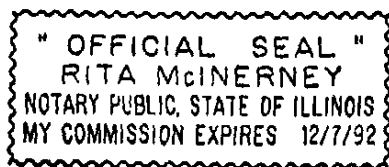
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STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

Before me, RITA McINERNEY, a Notary Public in and for the county and state referred to above, on this day personally appeared DANIEL B. PINKERT, personally known to me to be the VICE PRESIDENT of AMOCO PROPERTIES LEASING INCORPORATED, a Delaware corporation, and the corporation described in and which executed the foregoing instrument and M. W. REDEKER, personally known to me to be the SECRETARY of such corporation, each of whom, being by me duly sworn, did severally depose and say that they reside at 200 E. Randolph Drive, Chicago, Illinois 60601; that they signed and delivered the foregoing instrument as such VICE PRESIDENT and SECRETARY, respectively, of such corporation; that they know the corporate seal of such corporation and have caused such corporate seal to be affixed to the foregoing instrument; that such corporate seal was so affixed to the foregoing instrument of their free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of APRIL, A.D. 1990.

[NOTARIAL SEAL]



Rita McInerney
Dec. 7, 1992
My commission expires:

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STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

Before me, Kenann K. Scarnati, a Notary Public in and for the county and state referred to above, on this day personally appeared M. E. Kowalewski, personally known to me to be the Assistant Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, and the corporation described in and which executed the foregoing instrument and CATHERINE F. DONOHUE, personally known to me to be the Assistant Secretary of such corporation, each of whom, being by me duly sworn, did severally depose and say that they reside at 30 West Broadway, New York, New York 10015; that they signed and delivered the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, of such corporation; that they know the corporate seal of such corporation and have caused such corporate seal to be affixed to the foregoing instrument; that such corporate seal was so affixed to the foregoing instrument as their free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of January, A.D. 1991.

[NOTARIAL SEAL]

Kenann K. Scarnati

My commission expires:
KENANN K. SCARNATI
Notary Public, State of New York
No. 31-4969901
Qualified in New York County
Commission expires July 30, 1992

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