



0001017709

AGREEMENT OF SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is entered into as of December 19, 2000, by and among 730 NORTH MICHIGAN AVENUE, L.L.C., an Illinois limited liability company ("Lessor"), PENINSULA CHICAGO LLC, a Delaware limited liability company ("Lessee"), and CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company, and its successors and assigns ("Mortgagee").

WITNESSETH:

WHEREAS, under a certain Agreement to Lease dated as of May 10, 1994, between Robert L. Stern and LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated April 20, 1994 and known as Trust No. 118199-01 ("Original Lessor") ("Ground Lease"), Robert L. Stern leased to Lessor the land and other property as more particularly described in the Ground Lease (the "Ground Leased Premises");

WHEREAS, under a certain Lease dated as of January 29, 1999 (said Lease, as may hereafter be amended with the written approval of Mortgagee, is hereinafter referred to together with that certain letter dated June 29, 1999 between Original Lessor and Tenant as the "Lease"), Lessor did lease, let and demise that portion of the Ground Leased Premises consisting of the real property located in the City of Chicago, in the County of Cook and the State of Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a part hereof (hereinafter called the "Premises"), for the period of time and upon the covenants, terms and conditions therein stated;

WHEREAS, Lessor and Mortgagee are parties to that certain Loan Agreement dated as of the ___ day of December, 2000 (as the same may be modified, amended, extended, renewed, consolidated, restated or otherwise supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, Mortgagee and/or certain other lenders for whom Mortgagee acts as agent or collateral agent has made or may make a certain loan or loans to Lessor (collectively, the "Loan"), as evidenced by such Loan Agreement and as further evidenced and secured by the "Note" and/or other "Loan Documents" (as defined in the Loan Agreement) delivered in connection with the Loan Agreement;

WHEREAS, in connection with the Loan, and as required by Mortgagee, Original Lessor has conveyed (or will convey) its interest in the Lease and the Mortgaged Premises to Lessor.

WHEREAS, the Loan and other obligations of Lessor under the Loan Agreement, Loan Documents and otherwise are secured by (a) that certain Mortgage, Security Agreement and Financing Statement dated as of the 21st day of December, 2000, granted by Mortgaged Premises to Lessor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 12/29/2000, as Document No. 0001017707 (as the same may be renewed, supplemented, amended, modified, restated, spread, consolidated, replaced, substituted for, added to or extended from time to time, the "Mortgage"), and (b) that certain Assignment of

NEW NORTH NO 1003235

UNOFFICIAL COPY

0001017709

Lessor's Interest in Leases and Rents dated as of the 27th day of December, 2000, granted by Lessor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 12/28/2000, as Document No. 0001017708 (as the same may be renewed, supplemented, amended, modified, restated, spread, consolidated, replaced, substituted for, added to or extended from time to time, the "Assignment of Leases"), which encumbers, among other things, the Premises and Lessor's interest in the Lease;

WHEREAS, Lessor and Lessee jointly and severally acknowledge and agree to the subordination of the Lease to the aforesaid Mortgage and Assignment of Leases; and

WHEREAS, the parties hereto desire to establish certain rights of quiet and peaceful possession for the benefit of Lessee, and further to define the covenants, terms and conditions precedent to such additional rights.

NOW THEREFORE in consideration of the premises and of the covenants, terms, conditions and agreements herein contained, and for other good and valuable consideration, each party to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Subordination. Subject to the terms of this Agreement, Mortgagee, Lessor and Lessee do hereby covenant and agree that the Lease and any modifications, renewals, extensions and amendments thereto, and all Lessee's rights, options, liens or charges thereunder or created thereby are and shall continue to be subject and subordinate in all respects to the terms of the Mortgage, the Loan Documents and the liens created thereby and to the Loans and all other amounts secured thereby, and to any advancements made thereunder, to any consolidations, extensions, amendments, modifications or renewals thereof, and to any other mortgage or other security instrument covering, among other things, the Premises or any part thereof which may hereafter be held by Mortgagee (including, without limitation, the Assignment of Leases).
2. Recognition and Non-Disturbance. Subject to the observance and performance by or on behalf of Lessee of all of the covenants, terms and conditions of this Agreement and the Lease on the part of Lessee to be observed and performed (which performance and observance may be performed by each Leasehold Mortgagee in accordance with Section 12 of the Lease, Mortgagee hereby covenants that in the event it obtains title to the Lessor's interest in the Lease either by foreclosure or by transfer in lieu of foreclosure or as a result of any other means, and thereafter obtains the rights of Lessor under the Lease, and provided that the Lease is in full force and effect and Lessee is not in default thereunder beyond the applicable periods of grace and notice, if any, provided therein (after giving effect to the grace, notice and cure periods granted to each Leasehold Mortgagee under Section 12 of the Lease), Mortgagee shall, subject to the provisions of this Agreement and said Section 12 of the Lease, recognize the Lease and the Lessee's rights and the rights of each Leasehold Mortgagee thereunder, and not name Lessee as a party in any action or proceeding to foreclose or otherwise enforce the Mortgage or the Assignment of Leases or terminate the Lease, unless such joinder shall, in Mortgagee's opinion, be necessary or advisable to protect Mortgagee's rights, interests or security, in which case Mortgagee shall not seek to cut off or terminate the Lease or Lessee's possession thereunder.

3. Defaults of Lessor and Lessee (a) Lessee agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon Lessor at the same time as such notice is sent to Lessor by Lessee, whenever any such notice or statement alleges a default by, or failure on the part of, the Lessor to perform its duties under the Lease. Lessee further agrees that in the event of any act or omission by Lessor which would give Lessee the right, either immediately or after a period of time, to terminate the Lease whether or not set forth in the Lease, Lessee will not exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Lessor and to the Mortgagee, and (ii) if the default is a monetary default, Lessee shall have given Mortgagee until expiration of thirty (30) days beyond the period for Lessor's cure of such default, whether or not set forth in the Lease; and (iii) if the default by Lessor is of a nature which can be cured by the Mortgagee, Lessee, shall have given the Mortgagee until expiration of sixty (60) days beyond the period for Lessor's cure of such default, provided that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, such period shall be extended as necessary to allow the Mortgagee a reasonable time to cure such default, provided that the Mortgagee commences such cure within the sixty (60) day period and thereafter proceeds to diligently rectify and cure said default. Furthermore, the Mortgagee shall have a period ending sixty (60) days after the date upon which it obtains possession of the Premises to cure or correct such default, if such default is of a nature that it cannot be cured by the Mortgagee until it obtains possession, but is curable by Mortgagee thereafter, so long as Mortgagee has initiated and diligently pursues steps to obtain such possession, by means of foreclosure or otherwise. It is specifically agreed that Lessee shall not, as to Mortgagee, require cure of any such default which is personal to the Lessor, and therefore not susceptible of cure by Mortgagee.

(b) Lessor agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon each Leasehold Mortgage pursuant to subsection (b) of Section 12 of the Lease. Mortgagee agrees that the rights of each Leasehold Mortgagee under said Section 12 shall be available to such Leasehold Mortgagee.

4. Attornment. Upon any enforcement of the Mortgage or Assignment of Leases, or in the event the interests of the Lessor under the Lease shall be transferred to Mortgagee or any Transferee (as hereafter defined) by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby covenants and agrees to make full and complete attornment to the Mortgagee or Transferee as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease and all extensions or renewals thereof, except for provisions which are impossible for Mortgagee to perform, so as to establish direct privity of estate and contract between the Mortgagee or such Transferee and Lessee with the same force and effect and relative priority in time and right as though the Lease and all modifications and amendments

thereof specified herein or hereafter consented to by Mortgagee or such Transferee, together with all guarantees of Lessee's obligations under the Lease, was originally made directly between Mortgagee or such Transferee and Lessee. Lessee will thereafter make all payments directly to Mortgagee and as to the Mortgagee only will waive as against Mortgagee any defaults of Lessor (whether curable or non-curable) but such waiver as to the Mortgagee shall not affect Lessee's rights against Lessor with respect to such defaults. Lessee waives all joinder and/or service of any and all foreclosure actions upon the Premises by Mortgagee under the Mortgage, and of any actions at law by Mortgagee to gain possession of the Premises, provided Mortgagee does not seek any relief against Lessee in such action. It shall not be necessary, except as

required by law, for Mortgagee to name Lessee as a party to enforce its rights under the Mortgage or under any instrument evidencing or collateralizing the Loan, or to prosecute any action at law to gain possession of the Premises from Lessor. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of any or all of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Mortgagee (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute Lessor, upon the same terms and conditions as provided for herein in the case of attornment to Mortgagee.

5. Limitation on Liability. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessor and Lessee hereby covenant and agree that neither Mortgagee nor any holder or holders from time to time of all or any portions of the Loan or the Loan Documents evidencing or securing the Loan (collectively herein referred to as the "Lenders"), nor any of their respective successors and assigns (including, without limitation, any Transferee) shall be:

- (a) Liable for any act or omission of Lessor or any other prior landlord.
- (b) Subject to any offsets, defenses, claims or counterclaims which Lessee might have against Lessor or any other prior landlord.
- (c) Required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor.
- (d) Bound by any amendments, modifications, extensions, expansions, termination, cancellation or surrender of the Lease made without Mortgagee's consent.
- (e) Bound to or liable for refund of all or any part of any security deposit by Lessee with Lessor for any purpose unless and until such security deposit shall have been actually received by Mortgagee or Transferee. In the event of receipt of any such security deposit, Mortgagee's or Transferee's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Mortgagee or Transferee, and Mortgagee and Transferee shall be entitled to all rights, privileges and benefits of Lessor set forth in the Lease with respect thereto.
- (f) Liable to Lessee under the Lease or otherwise for any liabilities which arise under the Lease or this Agreement from and after such time as it ceases to be the owner of the Lessor's interest in the Premises.
- (g) Liable for the completion of construction of, or the making of any capital improvements to, the Premises, or for any contribution toward construction or installation of any improvements upon the Premises.
- (h) In the event of damage to the Premises by fire or other casualty, or condemnation in whole or in part of the Premises, obligated to repair the Premises.

6. Lessee Covenants. Lessee hereby acknowledges that Lessor has executed and delivered the Assignment of Leases and Rents to Mortgagee to secure aforesaid Loan and other

obligations; and Lessee covenants and agrees as follows for the benefit and reliance of Mortgagee, Lenders, and their respective successors and assigns (including without limitation any Transferee):

- (a) That it will not, without the express written consent of Mortgagee:
 - (i) Cancel, terminate, modify, alter, amend or surrender the Lease; or
 - (ii) After the date hereof, prepay rent more than one month in advance.

(b) That it agrees, except to the extent prohibited by law or legal proceedings, to make rental payments to Mortgagee if and when rent becomes due upon written demand by Mortgagee in the event Mortgagee indicates in such demand that a default under the Loan or Mortgage has occurred without the necessity of determining whether such default has occurred. Lessor hereby releases Lessee from any obligation to pay to Lessor any amounts paid to Mortgagee based upon Lessee's compliance with such a direction to pay rent from Mortgagee. Lessee agrees that it will not voluntarily subordinate the Lease to any other lien encumbering Lessor's interest without first obtaining Mortgagee's written consent and Lessor agrees that it will not seek or request Lessee to so subordinate, notwithstanding anything to the contrary in the Lease.

(c) Without limiting the provisions of the foregoing subparagraph (b), and regardless of whether the Mortgage or Loan is in default or notice of default has been given to Lessor or Lessee, any amounts to be paid by Lessee to Lessor pursuant to Section 18(a) of the Lease in the event Lessee exercises its option under such Section 18(a) to direct Lessor to exercise the option to purchase under Section 22 of the Ground Lease shall be paid to and held by Mortgagee (and Lessor hereby irrevocably directs Lessee to so pay such amount to Mortgagee) for application as provided in Section 18(a) of the Lease.

7. Mortgagee Consents: Other Agreements. Lessor and Lessee hereby agree as to themselves for the benefit and reliance of Mortgagee, Lenders and their respective successors and assigns (including without limitation any Transferees), and Mortgagee hereby consents and agrees, as follows:

(a) Subject to the provisions of the last sentence of this subsection (a), neither this Agreement, the Assignment of Leases, nor anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto shall operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises or any other property upon the Mortgagee or Lenders, or impose responsibility for the carrying out by Mortgagee or Lenders of any of the covenants, terms and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Mortgagee, nor shall said instruments operate to make the Mortgagee or Lenders responsible or liable for any waste committed on the Premises or any other property by any party whatsoever, or for dangerous or defective condition of the Premises or any other property, or for any negligence in the management, upkeep, repair or control of the Premises or any other property resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, Mortgagee or stranger. Notwithstanding anything to the contrary in the Lease, Mortgagee or Transferee shall be responsible for performance of only

those covenants and obligations of the Lease accruing after Mortgagee's or Transferee's acquisition of Lessor's interest in and possession of the Premises, and Mortgagee's, Lenders' and any Transferee's obligations to Lessee shall be further limited as herein provided.

(b) Provided the Lease has not been terminated (or, if terminated, a replacement lease for the Premises has not been entered into in accordance with subsection (e) of Section 12 of the Lease) and the conditions of Section 18(a)(i), (ii) and (iii) of the Lease are (if Lessee has exercised its option to require Lessor to exercise its purchase option under the Ground Lease) satisfied (and if Lessee has exercised its option to require Lessor to exercise its purchase option under the Ground Lease, the amendment to the Ground Lease contemplated under Section 18(a)(ii) of the Lease is duly authorized, executed and delivered by Lessee and Lessor {provided that if Mortgagee or a Transferee shall acquire Lessor's interest in the Premises, Mortgagee or Transferee, as the case may be, or such Lessee shall execute such amendment as successor to Lessor} and is in full force and effect), Mortgagee shall (i) release the Premises (including any interest in the fee estate portion of the Premises and any interest in the Lessor's interest in the Premises, but not including any property other than the Premises) from the lien of its Mortgage, without payment of any fee, penalty or premium, at such time as Lessor obtains fee title to the Premises through the exercise of the Lessee's option to direct Lessor to exercise Lessor's option to purchase granted pursuant to Section 18 of the Lease, and (ii) in the event Mortgagee or any Transferee acquires Lessor's interest in the Premises and becomes a substitute Lessor, and thereafter acquires fee title to the Premises pursuant to the Ground Lease or otherwise, it shall convey fee title to the Premises to Lessee by quit-claim deed in accordance with Section 18(b) of the Lease, free and clear of the Mortgage, but without any covenant, representation or warranty of any kind, notwithstanding the provisions of Section 18(b) of the Lease.

(c) That in the event Mortgagee or any Transferee gains title to the Mortgaged Premises and becomes a substitute Lessor, it is agreed that Mortgagee or such Transferee may assign its interest as substitute Lessor (with the assumption of any liability) upon thirty (30) days notice to but without the consent of any other party hereto, provided the Assignee assumes the obligations of the Mortgagee or Transferee hereunder.

(d) No tangible property of Lessee, its assigns or subtenant, which is owned or removable by Tenant in accordance with the terms of the Lease shall be subject to the lien of the Mortgage.

(e) Lessee hereby acknowledges and agrees that in the event Mortgagee or any Transferee shall become the owner of the Lessor's interest in the Premises, that any liability or obligation of the Mortgagee or such Transferee as landlord under the Lease shall be limited to such landlord's interest in the Ground Leased Premises and no recourse shall be had to any other assets of Mortgagee, Lenders or such Transferee.

UNOFFICIAL COPY

8. Notices. Any notices to Lessee or Mortgagee hereunder shall be effective three days after mailing to Lessee or Mortgagee by certified mail, return receipt requested, or one day after delivery to a recognized international overnight courier service, such as Federal Express, addressed as follows:

Lessee:

Peninsula Chicago LLC
c/o St. George's Building, 8th Floor
2 Ice House Street, Central
Hong Kong
Attn: Chief Financial Officer

0001017709

with copies to:

Fulbright & Jaworski L.L.P.
The Hong Kong Club Building
Suite 1901
3A Charter Road, Central
Hong Kong
Attn: Mr. A.T. Powers

and:

Fulbright & Jaworski, L.L.P.
666 Fifth Avenue
New York, New York 10103
Attn: Mr. D.J. Danzing

Mortgagee:

Credit Suisse First Boston Mortgage Capital LLC
11 Madison Avenue
New York, New York 10010
Attn: Elliot Aronson

with copies to:

Cadwalder, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
Attn: William McInerney, Esq.

or as to each party, to such other address as the party may designate by a notice given in accordance with the requirements contained in this Section 8.

UNOFFICIAL COPY

0001017709

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

10. Counterparts. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

11. Interpretation. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Mortgagee," "Transferee", "Lenders", "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

12. Mortgage Liens. Nothing contained in this Agreement shall in any way impair or affect the liens created by the Mortgage.

13. Agreements of Lessor. The Lessor hereby agrees that (i) the within Agreement does not (a) constitute a waiver by Mortgagee or Lenders of any of their rights against the Lessor under the Mortgage, the Assignment of Leases or any of the other Loan Documents and/or (b) in any way release the Lessor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and the other Loan Documents, (ii) the provisions of the Mortgage and the other Loan Documents remain in full force and effect and must be complied with by the Lessor, (iii) in the event of a default under the Mortgage or other Loan Documents Lessee may pay the rent and all other sums due under the Lease to the Mortgagee, and (iv) Lessor has requested Lessee to execute and deliver the within Agreement.

14. Successors and Assigns. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns. For the purposes hereof, any purchaser at a sale foreclosing the Mortgage or at a sale conducted under a power of sale of the Mortgage or otherwise acquiring the Lessor's interest in the Premises (for the purposes hereof, acquisition of Lessor's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchase at a sale) shall be deemed a successor to the Mortgagee, and any Leasehold Mortgagee or any purchaser at a sale foreclosing a Leasehold Mortgage conducted under power of sale of such Leasehold Mortgage or otherwise acquiring the Lessee's interest in the Premises (for the purposes hereof, acquisition of Lessee's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchaser at a sale) shall be deemed a successor to Lessee.

15. Certain Lease Requirements. The parties acknowledge and agree that the Mortgage and this Agreement satisfies the conditions and requirements of Section 10 of the Lease, and that neither Lessee nor Lessor shall be entitled under Section 10 of the Lease to request or require any other or supplemental agreement on the part of any of Lessor or Mortgagee.

UNOFFICIAL COPY

0001017709

16. EOA Not Affected. Reference is made to that certain Easement and Operating Agreement between Lessor and Lessee (the "EOA") governing the relationship between certain land and improvements that are owned by Lessor and subject to the Mortgage and the Premises, the property owned by Lessee adjoining the Premises, and the improvements to be constructed by Lessee in the Premises and said adjoining property. The Mortgage and the Lease have been subordinated to the EOA, and nothing contained in this Agreement shall limit, extend or modify, or be deemed to waive, any of the rights, remedies, obligations, time periods or other provisions of the EOA, including, but not limited to, those which may become applicable to the Mortgagee or any Transferee in the event either acquires ownership of any of the property subject to the EOA.

[Signature Pages To Follow]

Drawn by and Return to
Andrew Small, #9-
Kathleen Muchin Lewis
525 West Monroe Street
Suite 1600
Chicago, IL 60661-3693

UNOFFICIAL COPY 0001017709

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first stated above.

LESSOR:

730 NORTH MICHIGAN AVENUE, L.L.C., an Illinois limited liability company

By: 730 North Michigan Avenue Venture, an Illinois partnership, its member

By: TKM LLC, an Illinois limited liability company, its member

By: _____
Name: _____
Its: Duly Authorized Representative


By: McGolden Mile Corporation, a Delaware corporation, its member

By: _____
Name: _____
Its: Duly Authorized Representative

LESSEE:

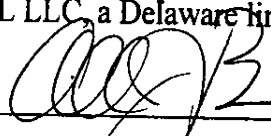
PENINSULA CHICAGO LLC,
a Delaware limited liability company

By: HSH Chicago, Inc., a Delaware corporation, its member

By: 
Name: Pierre R. Boppe
Its: Director

MORTGAGEE:

CREDIT SUISSE FIRST BOSTON MORTGAGE
CAPITAL LLC, a Delaware limited liability company

By: 
Name: ALAN BAUM
Its: VICE PRESIDENT

UNOFFICIAL COPY

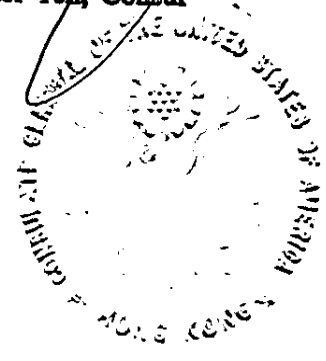
Consulate General of the)
United States of America) SS:
at Hong Kong)

On this the 19th day of December, 20 00,
before me, Michael Yen, Consul, the undersigned officer,
personally appeared -----Pierre R. Boppe-----, and
_____, who acknowledged himself
to be the Director and _____,
respectively, of NGH, Chicago, Inc.,
a corporation, and that he, as such Director
_____, being authorized so to do,
executed the foregoing instrument for the purposes therein contained,
by signing the name of the corporation by himself
as Director.

In witness whereof I hereunto set my hand and official seal.



Michael Yen, Consul



UNOFFICIAL COPY

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, _____, before me, the undersigned, a Notary Public, in and for and residing in the County and State aforesaid, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of HSH Chicago, Inc., the sole member of PENINSULA CHICAGO LLC, a Delaware limited liability company, the company that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said entity, and acknowledged to me that such entity executed the same pursuant to its proper authority.

GIVEN under my hand and Notarial Seal this ____ day of December, 2000.

Notary Public

My commission expires _____.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ~~ILLINOIS~~ ^{NEW YORK}
COUNTY OF ~~COOK~~ ^{NEW YORK}) SS.
)

0001017709

I Alice Russell, a Notary Public, in and for said County, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Allan Baum, VP of Credit Suisse First Boston Mortgage Capital LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of December, 2000.

Alice Russell
Notary Public

ALICE RUSSELL
Notary Public, State of New York
No. 01RU5081837
Qualified in Kings County
Commission Expires July 14, 2001

My commission expires _____

UNOFFICIAL COPY

EXHIBIT A

0001017709

Legal Description

Lots 4F, 4K, 8 and 8A in 730 N. Michigan Avenue Subdivision being a subdivision in the North Fractional 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois Recorded June 30, 1999 as Document No. 99-631468.

PIN #s

17-10-102-003	17-10-102-024
17-10-102-004	17-10-102-028
17-10-102-005	17-10-102-029
17-10-102-006	17-10-102-030
17-10-102-007	17-10-102-031
17-10-102-008	17-10-102-032
17-10-102-009	17-10-102-013
17-10-102-010	17-10-102-014
17-10-102-011	
17-10-102-012	
17-10-102-015	
17-10-102-016	
17-10-102-021	
17-10-102-022	
17-10-102-023	
17-10-102-026	

Address: 730 North Michigan Ave. Chicago, IL

UNOFFICIAL COPY 0001017709


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first stated above.

LESSOR:

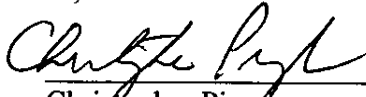
730 NORTH MICHIGAN AVENUE, L.L.C., an Illinois limited liability company

By: 730 North Michigan Avenue Venture, an Illinois partnership, its member

By: TKM LLC, an Illinois limited liability company, its member

By: 
Name: Steven R. Rudolph
Its: Duly Authorized Representative

By: McGolden Mile Corporation, a Delaware corporation, its member

By: 
Name: Christopher Pieszko
Its: Vice President

LESSEE:

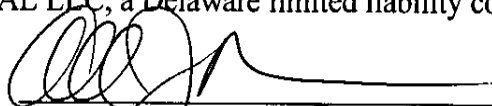
PENINSULA CHICAGO LLC,
a Delaware limited liability company

By: HSH Chicago, Inc., a Delaware corporation, its member

By: _____
Name: _____
Its: _____

MORTGAGEE:

CREDIT SUISSE FIRST BOSTON MORTGAGE
CAPITAL LLC, a Delaware limited liability company

By: 
Name: Alan Baum
Its: Vice President

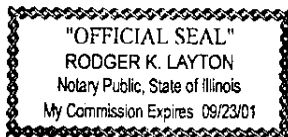
UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Cook)

0001017709

I Rodger K. Layton a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher Pieszko, Vice President of McGolden Mile Corporation, a Delaware corporation, a general partner of 730 North Michigan Avenue Venture, an Illinois general partnership (the "Partnership"), the member of 730 North Michigan Avenue, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation on behalf of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 2000.





Notary Public

My commission expires 9-23-01

