

AGREEMENT OF SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is entered into 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 Retail Complex Lease dated as of January 1, 1999 (said lease, as heretofore amended by the amendments, if any, described in Schedule 1 attached hereto, and as may hereafter be amended with the written approval of Mortgagee, is herein referred to as the "Lease"), 730 North Michigan Avenue Venture, an Illinois general partnership ("Original Lessor") did lease, let and demise certain premises (hereinafter called the "Premises") as described in the Lease to Lessee for the period of time and upon the covenants, terms and conditions therein stated;

WHEREAS, the Premises are located within 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 (the "Mortgaged Premises");

WHEREAS, Mortgagee has made or may make a certain loan to Lessor (collectively, the "Loan"), as evidenced by the certain Mortgage Note dated December 27, 2000 from Lessor to Mortgagee (the "Note") and as further evidenced and secured by that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated December 27, 2000 from Lessor to Mortgagee (the "Mortgage"), that certain Assignment of Leases and Rents dated December 27, 2000 from Lessor to Mortgagee (the "Assignment of Leases"), and various other loan documents delivered in connection therewith (the Note, Mortgage, Assignment of Leases and such other loan documents are collectively referred to herein as the "Loan Documents");

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, Lessor and Lessee jointly and severally acknowledge and agree to the subordination of the Lease to the 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.

730 North Michigan

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 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 39 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 39 of the Lease), Mortgagee shall, subject to the provisions of this Agreement, and said Section 39 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

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Mortgagee until expiration of thirty (30) 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 thirty (30) 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 thirty (30) day period and thereafter proceeds to diligently rectify and cure said default. Furthermore, the Mortgagee shall have a period ending thirty (30) 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 Mortgagee pursuant to subsection (b) of Section 39 of the Lease. Mortgagee agrees that the rights of each Leasehold Mortgagee under said Section 39 shall be available to such Leasehold Mortgagee.

4. Attornment. Upon any enforcement of the Mortgage or the 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

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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, Lessee hereby covenants and agrees 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 provided that subject to the other provisions of this Agreement, if the interests of Lessor under the Lease and possession of the Mortgaged Premises are transferred from Lessor to Mortgagee or Transferee, the foregoing limitation on liability shall not relieve Mortgagee from any continuing obligations of Lessor under the Lease pertaining to the physical condition of the Mortgaged Premises.

(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 (except as may be specifically set forth in the Lease as of the date hereof).

(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.

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6. Lessee Covenant. 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, except as may be specifically permitted pursuant to the terms of the Lease as of the date hereof; or
 - (ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder; or
 - (iii) 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 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 rents from Mortgagee.

7. Mortgagee Consents; Other Agreements. Lessee hereby agrees 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

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

(c) 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 Mortgaged Property and no recourse shall be had to any other assets of Mortgagee, Lenders or such Transferee.

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

with copies to:

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

and:

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

Mortgagee:

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Credit Suisse First Boston Mortgage Capital LLC
Legal & Compliance Department
11 Madison Avenue
New York, NY 10010
Attention: Edmund Taylor
Re: 730 North Michigan Avenue, Chicago, Illinois/Elliot
Aronson

with copies to:

Credit Suisse First Boston Mortgage Capital LLC
Legal & Compliance Department
11 Madison Avenue
New York, New York 10010
Attn: Colleen Graham, Esq.
Re: 730 North Michigan Avenue, Chicago, Illinois/Elliot
Aronson - PTG

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.

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", "Borrower" 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. 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

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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.

14. The Lessor hereby agrees for itself and its successors and assigns, 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 Lease, 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.

15. EOA Not Affected Reference is made to that certain Easement and Operating Agreement between LaSalle National Bank 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 (the "Land Trust") and Lessee (as assigned, the "EOA") governing the relationship between certain land and improvements that are owned by Lessor and subject to the Mortgage and certain other property owned by Lessee, and the improvements to be constructed by Lessee on said 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]

Delivered by and return to:

Andrew Small, Esq.

Katten Muchin & Zavis

525 West Monroe Street

Suite 1600

Chicago, IL 60661 - 3693

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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.

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

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JOINDER

The undersigned is executing this Agreement solely to consent thereto, to acknowledge that it has requested the parties thereto to enter into this Agreement, and to reflect the undersigned's covenant contained in the last sentence of Section 6(b) of this Agreement and for no other purpose whatsoever.

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

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

By: TKM L.L.C., an Illinois limited liability company, its partner

By: _____

Name _____

Its: Duly Authorized Representative

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

By: _____

Name _____

Its: _____

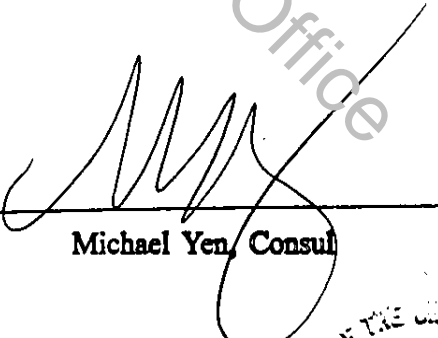
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Consulate General of the)
United States of America) SS:
at Hong Kong)

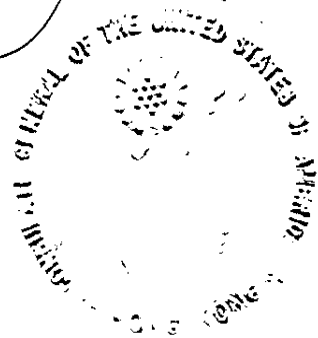
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On this the 19th day of December, 20 00,
before me, Michael Yen, Consul, the undersigned officer,
personally appeared -----Pierre R. Boppe-----, and
_____, who acknowledged himself
to be the Director and _____,
respectively, of HSP, Chicago, Inc.,
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



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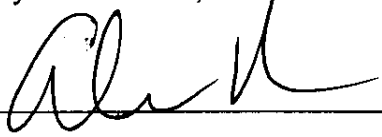
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STATE OF New York,
COUNTY OF New York, SS.

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I, Alice Russell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Allen Barr VP of Credit Suisse First Boston Mortgage Capital LLC, a Delaware limited liability company (the "Bank"), 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Bank, 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
Notary Public, State of New York
No. 01RU5081837
Qualified in Kings County
Commission Expires July 14, 2001

My commission expires _____

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01/17/2019

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ALICE B. BROWN
JANUARY 17, 2019
CHIEF CLERK
COOK COUNTY CLERK'S OFFICE
JANUARY 17, 2019

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SCHEDULE 1

AMENDMENTS TO LEASE

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None

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EXHIBIT A

LEGAL DESCRIPTION - MORTGAGED PREMISES

Doc #:CH01 (81904-00027) 20726152v4;12/10/2000/Time:10:06

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Exhibit A

Parcel 1:

Lots 1, 1A, 1B, 4, 4B, 4G, 4J, 4L, 5A and 5B 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 number 99631468.

Parcel 2:

Lots 3 and 7 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 number 99631468.

Parcel 3:

Lots 2, 2A, 2B, 4F, 4K, 5, 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 number 99631468.

Parcel 4:

Non-exclusive Easements for the benefit of Parcels 1, 2 and 3 as described above a created by easement and operating agreement between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 20, 1994 known as Trust Number 118119-01 and Peninsula Chicago L.L.C., a Delaware Limited Liability Company dated June 30, 1999 and recorded July 1, 1999 as document number 99631467 over land described therein and subject to the terms and provisions contained therein.

PIN #'S

17-10-102-003

17-10-102-004

17-10-102-005

17-10-102-006

17-10-102-007

17-10-102-008

17-10-102-009

17-10-102-010

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

17-10-102-024

17-10-102-022

17-10-102-029

17-10-102-030

17-10-102-031

17-10-102-032


JOINDER

The undersigned is executing this Agreement solely to consent thereto, to acknowledge that it has requested the parties thereto to enter into this Agreement, and to reflect the undersigned's covenant contained in the last sentence of Section 6(b) of this Agreement and for no other purpose whatsoever.


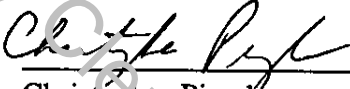
730 NORTH MICHIGAN AVENUE, L.L.C., an Illinois limited liability company

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

By: TKM L.L.C., an Illinois limited liability company, its partner

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

By: McColden Mile Corporation, a Delaware corporation, its partner

 By: 
Name Christopher Pieszko
Its: Vice President

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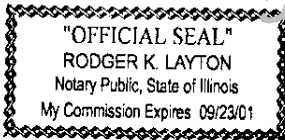
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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I, Rodger K. Layton Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steven R. Rudolph, duly authorized representative of TKM L.L.C., an Illinois limited liability company (the "**Limited Liability Company**"), a partner of 730 North Michigan Avenue Venture, an Illinois general partnership, the managing 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 duly authorized representative, 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 the Limited Liability Company, for the uses and purposes therein set forth.

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



A handwritten signature in black ink, appearing to read "Rodger K. Layton", written over a horizontal line.

Notary Public

My commission expires 9-23-01

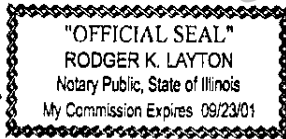
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

0001017710

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 (the "Corporation"), the partner of 730 North Michigan Avenue Venture, an Illinois general partnership, the managing 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 the Corporation, for the uses and purposes therein set forth.

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



Notary Public

My commission expires 9-23-01