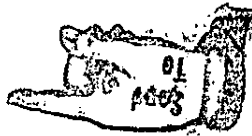


When recorded, return by mail to:

Equilon Enterprises LLC
c/o First American Title Company
Attention: Maricela Garcia
3200 Southwest Freeway, Suite 3050
Houston, TX 77027



0010022958



3 of 3

ENVIRONMENTAL BASELINE

7559 South Jeffery Boulevard, Chicago, Cook County, Illinois

Equilon Enterprises LLC, a Delaware limited liability company ("Equilon") and Cherokee Festival Holdings, LLC, a Delaware limited liability company ("Purchaser") agree to establish the following environmental baseline condition ("Environmental Baseline") pursuant to Article 6.4 of the Purchase and Sale Agreement between Equilon and Purchaser, dated September 29, 2000 ("Agreement"), as amended, for the Fee Premises listed on Exhibit A, attached hereto and incorporated by reference herein. The parties hereby agree and confirm that the Environmental Baseline, for the Fee Premises, agreed to, pursuant to said Article 6.4 of the Agreement, shall be as follows:

If petroleum hydrocarbon concentrations above applicable regulatory agency action levels are encountered during assessment activities on the Fee Premises being conducted by Equilon, Purchaser or the subsequent purchaser, Equilon shall retain responsibility for environmental liabilities associated with such petroleum hydrocarbon concentrations that originated on the Fee Premises on or prior to the closing date (including, without limitation, any petroleum-related additive or constituent thereof, including motor oil). Equilon's responsibility for such environmental liabilities will include, without limitation, the obligation to reasonably pursue, at its sole cost and expense, any and all actions necessary to obtain a "no further action" letter or other agency closure notification as required by all applicable federal, state and local statutes, regulations and orders. Equilon's responsibility for environmental liabilities constituting the Environmental Baseline will be limited to petroleum hydrocarbon impacts deemed the result of previous on-site operations which originated on-site on or prior to the closing date. Equilon's responsibility includes, without limitation, any portion of a known hydrocarbon soil or groundwater plume that has originated on the Fee Premises as a result of prior on-site activities, regardless of whether the plume has migrated off-site and regardless of whether such off-site migration is encountered or discovered before or after the closing date. If petroleum hydrocarbon concentrations below applicable regulatory agency action levels are encountered during assessment activities conducted prior to or after the closing date, which have been identified in written report(s) or otherwise, Equilon shall not be responsible for environmental

Jr CC112898 DEC

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 22, 23 AND THE SOUTH FIVE FEET OF LOT 24 IN BLOCK 1 IN LITTLE AND SIDDON'S SUBDIVISION OF BLOCK 2 IN CAROLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

SUBJECT TO RESTRICTION KNOWN AS CASE NUMBER 50 C 841 RECORDED ON DECEMBER 12, 1950.

PARCEL 2:

LOT 24 (EXCEPT THE SOUTH 5 FEET OF) IN BLOCK 1 IN LITTLE AND SIDDON'S SUBDIVISION OF BLOCK 2 IN CAROLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEY DESCRIPTION

LOTS 22, 23, AND 24 IN BLOCK 1 IN LITTLE AND SIDDON'S SUBDIVISION OF BLOCK 2 IN CAROLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

*address: 7559 S. Jeffrey
Chicago, IL*

20-25-400-039

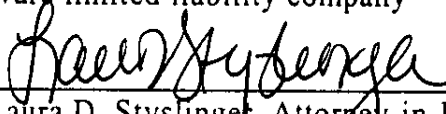
NOTE:

ABOVE DESCRIPTION DESCRIBES THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT No. CC192898 BEARING AN EFFECTIVE DATE OF OCTOBER 5, 1999.

liabilities associated with such petroleum hydrocarbon concentrations, provided same remain at or below applicable regulatory agency action levels. Notwithstanding anything to the contrary set forth in Article 6.4 of the Agreement, the provisions of this Environmental Baseline shall neither limit nor in any way enlarge Equilon's obligations or liabilities pursuant to Articles 6.5, 6.6 or 13.1 of the Agreement.

This Environmental Baseline may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.

EQUILON ENTERPRISES LLC,
A Delaware limited liability company

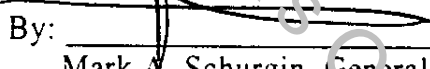
By: 
Laura D. Styslinger, Attorney-in-Fact

Date: 12/12/2000

CHEROKEE FESTIVAL HOLDINGS, LLC,
a Delaware limited liability company

By: FESTIVAL OPERATING PARTNERS,
LLC, a California limited liability company,
its Managing Member

By: NCTEL PARTNERS,
a California General Partnership,
its Manager

By: 
Mark A. Schurgin, General Partner

Date: 12/7/00

Property of Cook County Clerk's Office

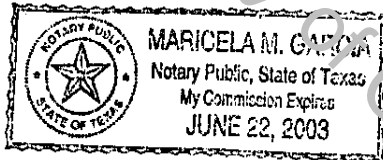
UNOFFICIAL COPY

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, Maricela M. Garcia, the undersigned Notary Public, do hereby certify that on the 12 day of December, 2000, Linda D. Styslinger, as Attorney-in-Fact for Equilon Enterprises LLC, a Delaware limited liability company, personally appeared before me and being first duly sworn by me acknowledged that she signed the foregoing document in her capacity therein set forth and declared the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Maricela M. Garcia
Notary Public



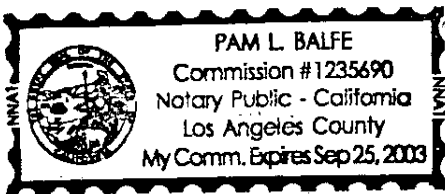
My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Pam Balfe, the undersigned Notary Public, do hereby certify that on the 6th day of December, 2000, Mark A. Shurgin, General Partner of Notel Partners, Manager of Festival Operating Partners, LLC, Managing Member of Cherokee Festival Holdings, LLC, a Delaware limited liability company, personally appeared before me and being first duly sworn by me acknowledged that he signed the foregoing document in his capacity therein set forth and declared the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Pam Balfe
Notary Public



My Commission Expires:
09/25/03