

90442910

Prepared by and when recorded return to:
Marian P. Wexler, Esq.
Skadden, Arps, Slate, Meagher & Flom
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606



MEMORANDUM OF FIRST AMENDMENT
TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE is made and entered into as of this 16TH day of JULY, 1990, by and between CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated April 10, 1973, and known as Trust No. 61955 ("Landlord") and KOAR-SHAW CHICAGO PARTNERS, an Illinois general partnership ("Tenant").

Recitals:

DEPT-01 RECORDING \$21.50
T44444 TRAN 1371 09/11/90 14:21:00
#9756 + D *-90-442910
COOK COUNTY RECORDER

A. Landlord entered into that certain Ground Lease and Restrictive Covenant, dated as of July 8, 1988 (the "Ground Lease"), between Landlord, as landlord, and Shaw Equity Associates, an Illinois general partnership ("SEA"), and Embassy Development Corporation, a Delaware corporation ("EDC"), collectively as tenant, with respect to certain real property legally described on Exhibit A attached hereto and by this reference made a part hereof (the "Demised Land"), a Memorandum of which Ground Lease was recorded July 14, 1988 as Document No. 88309074 and recorded July 27, 1988 as Document No. 88335358, and filed July 14, 1988 as Document No. LR 3723514.

B. SEA, EDC and Tenant, with consent of Landlord, entered into that certain Assignment and Assumption Agreement, dated as of December 15, 1989 (the "Assignment"), whereby SEA and EDC assigned all of their right, title and interest in and to the Ground Lease and the leasehold estate created thereby to Tenant, and Tenant assumed all of the obligations of SEA and EDC pursuant to the Ground Lease, which Assignment was

-90-442910

21 mad

90442910

0044310

0044310

Prepared by and when
recorded return to:
Marian W. Wexler, Esq.
Skadden, Arps, Slate,
Meagher & Flom
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606



MEMORANDUM OF FIRST ASSIGNMENT
TO GROUND LEASE

THIS MEMORANDUM OF FIRST ASSIGNMENT OF GROUND LEASE is made and entered into as of this 14th day of July, 1988, by and between CHICAGO TRUST COMPANY, INC., a corporation organized under the laws of the State of Illinois, and SHAW EQUITY ASSOCIATES, an Illinois general partnership ("SEA"), under Trust Agreement dated April 1, 1987, and Trust Agreement No. 6155 ("Landlord") and FORD SHAW ASSOCIATES PARTNERS, an Illinois general partnership ("Tenant").

DEPT-01 800-443-1000
17444 - 17444
17444 - 17444

A. Landlord entered into the certain lease and Restitutive Covenant dated as of July 14, 1988 (the "Ground Lease"), between Landlord, as Landlord, and SEA Equity Associates, an Illinois general partnership ("SEA"), and Embassy Development Corporation ("EDC"), collectively as Tenant, with respect to certain real property legally described as set forth in the attached hereto and by this reference made a part hereof (the "Leased Land"), a Memorandum of which Ground Lease was recorded July 14, 1988 as Document No. 8833388, and recorded July 27, 1988 as Document No. 8833388, and filed July 14, 1988 as Document No. 8833388.

B. SEA, EDC and Tenant, with consent of Landlord, entered into that certain Assignment and Assumption Agreement, dated as of December 10, 1987 ("Assignment"), whereby SEA and EDC assigned all of their right, title and interest in and to the Ground Lease and the leasehold estate created thereby to Tenant, and Tenant assumed all of the obligations of SEA and EDC pursuant to the Ground Lease, which Assignment was

11:50
17444 - 17444
17444 - 17444

0044310

0044310

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

recorded as Document No. 89602215 and Document No. LR 3856138.

C. Landlord and Tenant entered into that certain First Amendment to Ground Lease and Restrictive Covenant dated as of December 15, 1989 (the "First Amendment"). The Ground Lease and the First Amendment are collectively referred to hereinafter as the "Ground Lease."

D. Landlord and Tenant have agreed to enter into this Memorandum of First Amendment to Ground Lease for purposes of giving notice of said First Amendment and certain of its terms, covenants and conditions. Any and all defined terms used herein shall have the same meaning as set forth in the Ground Lease, except as otherwise provided herein.

-- For good and valuable consideration and in consideration of the Rent reserved and the covenants and conditions more particularly set forth in the Ground Lease, the Ground Lease has been amended to include the following:

1. Tenant. The Ground Lease has been amended to delete all references therein to SEA and EDC and to substitute therefor KOAR-SHAW CHICAGO PARTNERS, an Illinois general partnership, which is deemed to be the tenant under the Ground Lease as if originally named as such therein.

2. Demised Land. The Area set forth on the legal description of the Demised Land in Exhibit A to the Ground Lease has been amended to read as follows:

"AREA = 41029.5 SQUARE FEET OR 0.9419 ACRES"

3. Option to Purchase. Pursuant to the terms of the Ground Lease, Landlord granted the tenant under the Ground Lease, its successors and assigns, an irrevocable option (the "Option") to purchase all of its right, title and interest in and to the Demised Land upon and subject to the terms and conditions set forth in the Ground Lease, which Option has been assigned to Tenant. Tenant may elect to exercise the Option, subject to the conditions set forth in the Ground Lease, by serving written notice of its intention to do so upon Landlord

recorded as Document No. 59602313 and Document No. 13886138.

2. Landlord and Tenant have agreed to amend certain First Amendment to Ground Lease and certain Covenant dated as of December 18, 1989 (the "First Amendment"). The Ground Lease and the First Amendment are collectively referred to hereinafter as the "Ground Lease."

3. Landlord and Tenant have agreed to amend into this Memorandum of First Amendment to Ground Lease for purposes of giving notice of said First Amendment certain of its terms, covenants and conditions. Any all defined terms used herein shall have the same meaning as set forth in the Ground Lease, except as otherwise provided herein.

4. For good and valuable consideration and in consideration of the Rent reserved and the covenants and conditions more particularly set forth in the Ground Lease, the Ground Lease has been amended to include the following:

1. Tenant, the Ground Lease has been amended to delete all references therein to RSM and RSD and substitute therefor "RSM-SHAW CHICAGO PARTNERS, an Illinois general partnership, which is owned by the tenant under the Ground Lease as it originally named as such therein.

2. Demised Land. The area set forth in the legal description of the Demised Land in Exhibit A to the Ground Lease has been amended to read as follows:

"AREA - 41029.5 SQUARE FEET OR 0.9419 ACRES"

3. Option to Purchase. Pursuant to the terms of the Ground Lease, Landlord granted the tenant under the Ground Lease, its successors and assigns, an irrevocable option (the "Option") to purchase all or part of the Demised Land and to the Demised Land and subject to the terms and conditions set forth in the Ground Lease, which Option has been assigned to Tenant. Tenant may elect to exercise the Option, subject to the conditions set forth in the Ground Lease, by serving written notice of its intention to do so upon Landlord.

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

within the specific time period or periods provided therefor as set out in the Ground Lease, and as adjusted by the First Amendment.

4. Notice. This Memorandum of First Amendment to Ground Lease does not set forth all of the material terms or conditions of the Ground Lease. This Memorandum of First Amendment to Ground Lease is not intended to, and does not and shall not, amend, modify, diminish or affect in any way the Ground Lease, or the construction or interpretation thereof or any rights or obligations of any of the parties thereto. The sole purpose of this Memorandum of First Amendment to Ground Lease is to give notice of said First Amendment and of certain of its terms, covenants and conditions.

5. Miscellaneous. This Memorandum of First Amendment to Ground Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

6. Trustee Exculpation. This Memorandum of First Amendment to Ground Lease is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; no duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising therefrom or the proceeds arising from any sale or other disposition thereof; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under the Trust Agreement, on account of the Ground Lease, or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Landlord contained in the Ground Lease, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Tenant herein and by all persons claiming by, through or under said Tenant.

7. Counterparts. This Memorandum of First Amendment to Ground Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Memorandum of First Amendment to Ground Lease.

UNOFFICIAL COPY

within the specific time period or periods provided
therein set out in the Ground Lease, and as amended
by the First Amendment.

1. Notice. This Memorandum of First Amendment
to Ground Lease does not set forth all of the
terms or conditions of the Ground Lease. This Memorandum
of First Amendment to Ground Lease is not intended to
and does not and shall not, amend, modify, discharge
affect in any way the Ground Lease, or the rights
or interpretation thereof of any rights of either party
any of the parties thereto. The sole purpose of this
Memorandum of First Amendment to Ground Lease is to
provide notice of said First Amendment and of certain
terms, covenants and conditions.

2. Miscellaneous. This Memorandum of First
Amendment to Ground Lease shall be binding and enforceable
to the benefit of the parties hereto and their
heirs, executors, administrators, successors and assigns.

3. Force Majeure. This Memorandum of First
Amendment to Ground Lease is intended to be binding
by and for the benefit of the parties hereto and their
heirs, executors, administrators, successors and assigns
and shall not be subject to termination or suspension
of the exercise of the powers conferred hereunder by
any act of God, war, pestilence, fire, flood, riot,
strikes, labor disputes, sabotage, terrorism, or other
causes beyond the control of the parties hereto and
their heirs, executors, administrators, successors and
assigns, and no person shall be held liable for
disposition thereof; and no person shall be held
personally responsible or liable for any loss or damage
time be assessed or attributable to either party hereto
and Trust Company or any of the parties hereto and
Trust Agreement, on account of the Ground Lease, or
account of any warranty, indemnity, representation,
covenant, undertaking or agreement of the parties hereto
contained in the Ground Lease, either expressed or
implied, all such personal liability, loss or damage
expressly waived and released by the parties hereto and
all persons claiming by, through or under any of them.

4. Counterparts. This Memorandum of First
Amendment to Ground Lease may be executed in two or more
counterparts, each of which shall be deemed an original,
and all of which shall constitute one and the same
Memorandum of First Amendment to Ground Lease.

00000000

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to Ground Lease as of the date and year first above written.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
as aforesaid

ATTEST:

By: *Lynda S. Davis*
Its: Secretary

By: *Monica Giles*
Its: VICE PRESIDENT

TENANT:

KOAR-SHAW CHICAGO PARTNERS,
an Illinois general partnership

By: KOAR-CHICAGO PARTNERS, L.P.,
a California limited partnership,
General Partner

By: KANEKOKOAR-CHICAGO, INC.,
a California corporation,
General Partner

By: _____
Its: _____

By: CHS CHICAGO ONE ASSOCIATES
LIMITED PARTNERSHIP,
an Illinois limited partnership,
General Partner

By: CHS Chicago One, Inc.,
a Delaware corporation,
General Partner

By: _____
Its: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to General Lease as of the date and year first above written.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY
not personally but as trustee
as aforesaid

ATTEST:

BY: _____
1st: _____

BY: _____
1st: _____

TENANT:

ROAR-SHAW CHICAGO PARTNERSHIP
an Illinois general partnership

BY: ROAR-CHICAGO PARTNERSHIP
a California limited partnership
General Partner

BY: KAWERKOHAN-CHICAGO, INC.
a California corporation
General Partner

BY: _____
1st: _____

BY: THE CHICAGO ONE ASSOCIATES
LIMITED PARTNERSHIP
an Illinois limited partnership
General Partner

BY: THE CHICAGO ONE, INC.
a Delaware corporation
General Partner

BY: _____
1st: _____

00000000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to Ground Lease as of the date and year first above written.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

KOAR-SHAW CHICAGO PARTNERS,
an Illinois general partnership

By: KOAR-CHICAGO PARTNERS, L.P.,
a California limited partnership,
General Partner

By: KANEKOKOAR-CHICAGO, INC.,
a California corporation,
General Partner

By: R. S. Ost
Its: Vice President

By: CHS CHICAGO ONE ASSOCIATES
LIMITED PARTNERSHIP,
an Illinois limited partnership,
General Partner

By: CHS Chicago One, Inc.,
a Delaware corporation,
General Partner

By: Rob Jani
Its: Vice President

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties herein have executed this Memorandum of First Amendment to Lease as of the date and year first above written.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY,
not personally but as trustee
as herein said

ATTEST:

BY: _____

IT IS: _____

BY: _____

IT IS: _____

TENANT:

KOAR-SHAW CHICAGO PARTNERS,
an Illinois general partnership

BY: KOAR-CHICAGO PARTNERS, S.P.A.,
a California limited partnership,
General Partner

BY: KAWEKONAKA CHICAGO, INC.,
a California corporation,
General Partner

BY: _____

IT IS: _____

BY: THE CHICAGO ONE ASSOCIATES
LIMITED PARTNERSHIP,
an Illinois limited partnership,
General Partner

BY: THE CHICAGO ONE, INC.,
a Delaware corporation,
General Partner

BY: _____

IT IS: _____

01055310

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

EXHIBIT A

Legal Description of Demised Land

ALL LOTS 1 THROUGH 16, BOTH INCLUSIVE, IN BLOCK 17 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOGETHER WITH BLOCK 26 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, BOTH IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RESPECTIVELY, ALL TAKEN AS A TRACT, LYING EAST OF A LINE DRAWN 188.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 26 AFORESAID, IN COOK COUNTY, ILLINOIS.

AREA = 41029.5 SQUARE FEET OR 0.9419 ACRES

Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description of Deceased Land

ALL LOTS 1 THROUGH 18, BOTH INCLUSIVE, IN BLOCK 17, WOLCOTT'S ADDITION TO CHICAGO IN SECTION 2, TOWNSHIP 33 NORTH, RANGE 14 WEST OF SECTION 10, BOTH IN TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RESPECTIVELY, TAKEN AS A TRACT, LYING EAST OF A LINE DRAWN 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 18, AFORESAID, IN COOK COUNTY, ILLINOIS.

AREA = 4102.5 SQUARE FEET OR 0.0931 ACRES

00000000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

STATE OF _____)
COUNTY OF _____) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ President and _____ Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such _____ President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on:

County Clerk's Office

90442910

UNOFFICIAL COPY

STATE OF

COUNTY OF

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named _____ President and _____ Secretary of the _____ COMPANY, personally known to me to be the persons whose names are subscribed in the foregoing instrument as such _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and for the uses and purposes therein set forth. _____ Secretary then and there acknowledged that said _____ Secretary, _____ Secretary of the corporate seal of said Company, _____ Secretary of said Company to be affixed to the instrument as said _____ Secretary and as the free and voluntary act and for the uses and purposes therein set forth. _____ Secretary then and there acknowledged that said _____ Secretary, _____ Secretary of the corporate seal of said Company, _____ Secretary of said Company to be affixed to the instrument as said _____ Secretary and as the free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on _____

10433310

9 0 4 4 2 9 1 0

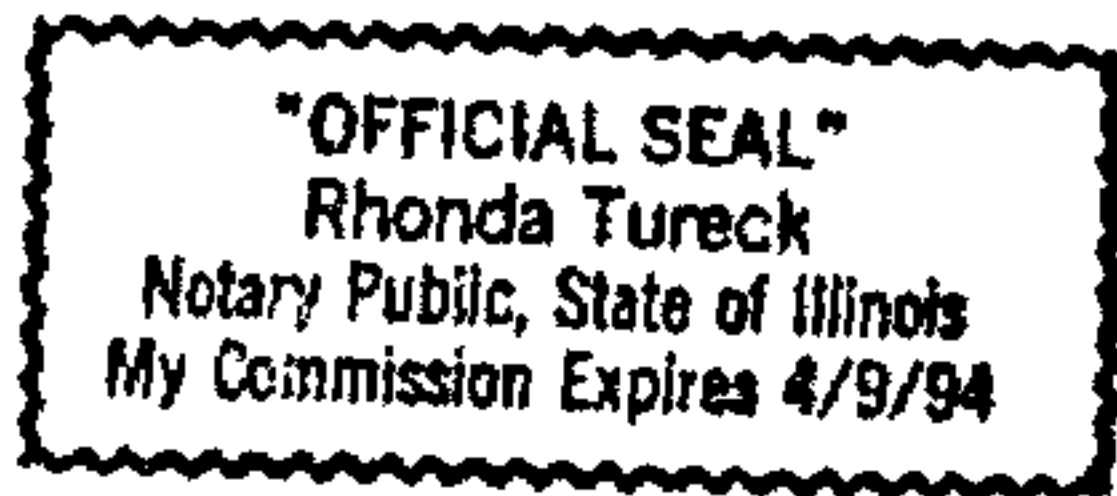
STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of
the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such Assistant
Vice President and Assistant Secretary respectively, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Company for the uses and purposes
therein set forth; and the said Assistant Secretary then and there acknowledged that said
Assistant Secretary, as custodian of the corporate seal of said Company, caused the corpo-
rate seal of said Company to be affixed to said instrument as said Assistant Secretary's own
free and voluntary act and as the free and voluntary act of said Company for the uses and
purposes therein set forth.

Given under my hand and Notarial Seal

SEP 5 1990

Date



A handwritten signature in dark ink, appearing to be "Rhonda Tureck", written over a horizontal line.

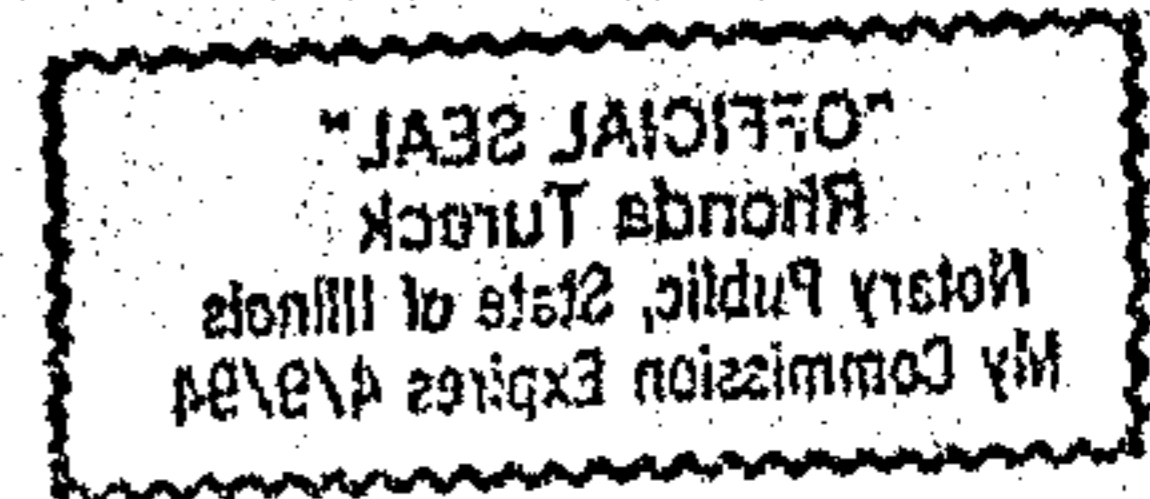
Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } 22

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of
the CHICAGO TITLE AND TRUST COMPANY, (Gentler, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as said Assistant
Vice President and Assistant Secretary respectively, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Company for the purposes therein
expressly set forth; and the said Assistant Secretary then and there acknowledged that he
Assistant Secretary, as custodian of the corporate seal of said Company, caused the
said seal of said Company to be affixed to said instrument as said Assistant Secretary
and voluntarily act and as the free and voluntary act of said Company for the purposes
purpose therein set forth.

Given under my hand and Notarial Seal
Date

[Handwritten signature]
Notary Public



UNOFFICIAL COPY

9 0 4 4 2 9 1 0

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

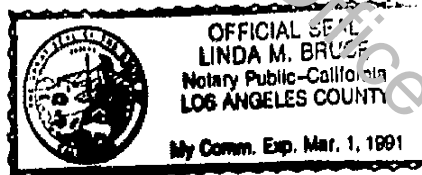
On 8-28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared LOREN S. OSTROW personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of Kanekokoar-Chicago, Inc., the California corporation that executed the within instrument as the general partner of KOAR-Chicago Partners, L.P., a California limited partnership, the partnership that executed the within instrument as one of the general partners of KOAR-Shaw Chicago Partners, an Illinois general partnership, the partnership that executed the within instrument as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, the Partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as the general partner of Koar-Chicago Partners, L.P., and that such limited partnership executed the same as one of the general partners of KOAR-Shaw Chicago Partners, and that such general partnership executed the same as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, and that said last named limited partnership executed the same.

Linda M. Bruce
Notary Public in and for said State

(Notarial Seal)

My commission expires:

3-1-91



90442910

UNOFFICIAL COPY

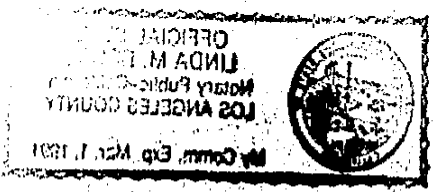
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 19th day of May, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter E. Dwyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Notary Public of said State, and the California corporation that executed the within instrument as the general partner of Chicago Investment Limited Partnership, L.P., a California limited partnership, the general partner of KOAR-Shaw Chicago Partners, L.P., a California limited partnership, the general partner of Chicago Investment Limited Partnership, L.P., a California limited partnership, and that such corporation executed the same as the general partner of KOAR-Shaw Chicago Partners, L.P., and that such limited partnership executed the same as one of the general partners of KOAR-Shaw Chicago Partners, L.P., and that such general partnership executed the same as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, L.P., a California limited partnership, and that said limited partnership executed the same.

[Signature]
Notary Public in and for said State

(Notary Seal)

My Commission Expires: _____



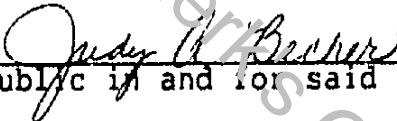
01888101

UNOFFICIAL COPY

9 0 4 4 2 9 1 0

STATE OF Illinois)
)
) ss.
COUNTY OF Cook)

On August 27, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Winter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President of CHS Chicago One, Inc., the Delaware corporation that executed the within instrument as the general partner of CHS Chicago One Associates Limited Partnership, an Illinois limited partnership, the partnership that executed the within instrument as one of the general partners of KOAR-Shaw Chicago Partners, an Illinois general partnership, the partnership that executed the within instrument as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, the Partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as the general partner of CHS Chicago One Associates Limited Partnership, and that such limited partnership executed the same as one of the general partners of KOAR-Shaw Chicago Partners, and that such general partnership executed the same as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, and that said last named limited partnership executed the same.



Notary Public in and for said State

(Notarial Seal)

My commission expires:

" OFFICIAL SEAL "
JUDY A. BECHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/30/93

90442910

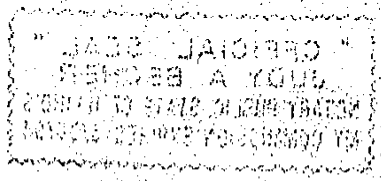
UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

On August 25, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Shaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the instrument as the President of CHS Chicago, Inc., the Delaware corporation that executed the instrument as the general partner of CHS Chicago Associates Limited Partnership, an Illinois limited partnership, the partnership that executed the instrument as one of the general partners of CHS Chicago Partners, an Illinois general partnership, the general partner of ROAR-Shaw Chicago Investment Partnership, an Illinois limited partnership, the Partnership that executed the instrument, and acknowledged to me that such acknowledgment was the same as the general partner of CHS Chicago Partners, Limited Partnership, and that such limited partnership executed the same as one of the general partners of CHS Shaw Chicago Partners, and that such general partnership executed the same as the general partner of CHS Chicago Investment Limited Partnership, an Illinois limited partnership, and that said last named limited partnership executed the same.

Notary Public in and for said State



(Notarial Seal)
My commission expires

00055810