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BOX 333-CTI

THIS INSTRUMENT PREPARED BY *TH*
MAIL TO:
TIMOTHY J. HACKERT, ESQ.
Thompson, Hine and Flory
2000 Courthouse Plaza, N.E.
Dayton, Ohio 45402

Address: 474 Lake Shore Drive
Chicago, Cook
County, Illinois

Tax Nos.: 17-10-222-002
11-10-219-001

SECOND MODIFICATION OF LOAN AGREEMENT, NOTES AND MORTGAGE

This SECOND MODIFICATION OF LOAN AGREEMENT, NOTES AND MORTGAGE (this "Modification"), is entered into as of the 8th day of July, 1994, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under Trust Agreement dated December 11, 1987 and known as Trust No. 104210-06 ("Trustee"), BRICK VENTURE, an Illinois general partnership ("Beneficiary"; Trustee and Beneficiary, collectively, "Borrower"), and TRUSTEES OF GENERAL ELECTRIC PENSION TRUST, a common law trust organized under the laws of the State of New York ("GEPT").

Preliminary Statement

A. Morgan Guaranty Trust Company of New York, not personally but as trustee for various commingled pension trust funds (the "Lender"), has made two (2) loans to Borrower in the respective principal amounts of \$44,125,000.00 and \$5,000,000.00 (collectively, the "Loans"). Each Loan is evidenced by a Promissory Note dated June 30, 1992 from Borrower to the Lender (each, "Note"; collectively, the "Notes") and secured by a Mortgage, Security Agreement and Assignment of Leases and Rents dated June 30, 1992 and recorded July 1, 1992 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 92481493 (the "Mortgage"), which encumbers, among other things, the real property described in Exhibit A hereto.

B. As a condition of making the Loans, the Lender required that GEPT enter into a Buy-Sell Agreement dated June 30, 1992 among the Lender, GEPT and Borrower (the "Buy-Sell Agreement"), pursuant to which GEPT agreed to purchase the Loans on the terms and conditions set forth in the Buy-Sell Agreement. Unless otherwise defined herein, all capitalized terms shall have the respective meanings ascribed to them in the Buy-Sell Agreement.

C. GEPT and Borrower entered into a Conditional Modification of Notes dated June 30, 1992 by Borrower and GEPT (the "Conditional Modification"), a copy of which is attached hereto as Exhibit B.

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D. The modifications contemplated by the Conditional Modification have occurred, and GEPT and Borrower now desire to confirm such modifications.

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GEPT and Borrower hereby agree as follows:

1. Effective Date of Conditional Modification. The modifications as set forth in Section 2 and Section 12 of the Conditional Modification occurred on, and shall be effective as of, July 11, 1994.

2. Interest Rate. The Interest Rate under the Notes on and after July 11, 1994 shall be eight and 25/100 percent (8.25%) per annum. The monthly installment of interest which is due and payable on August 10, 1994 is \$236,414.06. The monthly installment of interest which is due and payable on September 10, 1994, on the 10th day of each month thereafter to and including June 10, 1997 is \$337,734.38. The installment of interest which is due and payable on the maturity date is \$326,476.56. This Section 2 is the modification to the Notes to confirm the Interest Rate contemplated by Section 2(a)(i) of the Conditional Modification.

3. Waiver of Call Right. GEPT waives the right to call the Notes as set forth in Section 3 of the Conditional Modification and under Section 5 of the Letter Agreement (as defined in the Conditional Modification).

4. Joint and Several; No Further Modifications; Counterparts. The obligations of borrower are joint and several. Except as modified hereby, the Loan Agreement, the Notes and the Mortgage shall remain unmodified and in full force and effect. This Modification may be executed simultaneously in several counterparts, each of which shall be regarded as an original, and all of which together shall constitute but one and the same instrument.

5. Representations, Warranties and Covenants. Borrower as of July 11, 1994 (a) agrees and promises to pay in accordance with the Notes the amounts evidenced by the Notes, as modified hereby, and (b) represents, warrants and covenants to GEPT that the outstanding principal amount evidenced by the Notes is \$49,125,000.00, interest due under the Notes has been paid to, but not including, July 11, 1994, Borrower has no cause of action at law or in equity against GEPT including, without limitation, any offset, counterclaim or defense with respect to any Note, any Loan Document or any other document or instrument executed and delivered in connection herewith or therewith.

6. Governing Law. This Modification shall be construed according to and the legal relations between the parties shall be governed by the laws of the State of Illinois as applicable to agreements executed and fully performed in the State of Illinois.

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7. Trust Exculpation. Section 3.10 of each Note is hereby incorporated by reference and shall be applicable to the representations, covenants, undertakings and agreements of Trust under this Modification.

8. Beneficiary Exculpation. Section 3.11 of each Note is hereby incorporated by reference and shall be applicable to the representations, covenants, undertakings and agreements of Beneficiary under this Modification.

9. Limited Liability. Borrower hereby agrees and acknowledges that the Notes and Mortgage, whenever held, whether in part or in whole, by a common law trust, pension trust, business trust or real estate investment trust, are held through one (1) or more trustees, officers, or agents thereof in his or her or their capacity as such, under a declaration of trust and not individually. Neither the trustees, nor the officers, employees, or agents thereof shall be personally liable hereunder, and Borrower and all others shall look solely to the interest of such trust in the Premises and in the Notes, the Mortgage or under any other Loan Document for the payment of any claim under the Notes or the Mortgage or any other Loan Document or for the performance of any obligation, agreement, condition or term to be performed or observed by such trust under the Notes or the Mortgage or under any other Loan Documents; and any judgment against such trust shall be limited to the interest of such trust in the Premises and in the Notes and the Mortgage, and the other Loan Documents, and shall not attach to any other property or asset of such trust.

IN WITNESS WHEREOF, this Modification was executed and delivered by the parties hereto as of the date first set forth above.

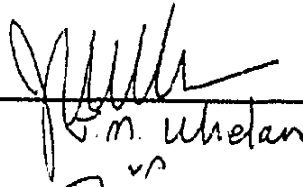
BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not personally but as
Trustee under Trust Agreement dated
December 11, 1987, and known as Trust
No. 104210-06

By: _____

Name:

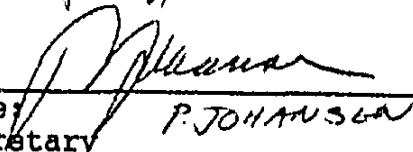
Title:


G.M. Whelan

Attest: _____

Name:

As Secretary


P. JOHANSON

[SEAL]

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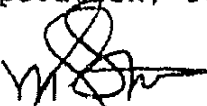
BRICK VENTURE, an Illinois general partnership

By: Broadacre-NPA Limited Partnership,
an Illinois limited partnership,
its General Partner

By: Broadacre Apartments, Inc.,
an Illinois corporation,
its General Partner

By: 
Francis F. Freeman,
Vice President


By: North Pier Tower Realty
Corporation, a Delaware
corporation, its General Partner

By: 
Michael J. Strone,
Executive Vice President

By: North Pier Apartments Limited
Partnership, an Illinois limited
partnership, its General Partner

By: Broadacre-NPA Limited
Partnership, an Illinois
limited partnership, its
General Partner

By: Broadacre Apartments,
Inc., an Illinois
corporation, its General
Partner

By: 
Francis F. Freeman,
Vice President

GEPT:

TRUSTEES OF GENERAL ELECTRIC PENSION
TRUST, a New York common law trust

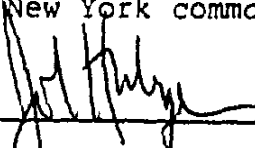
By: , as Trustee

EXHIBIT A - Description of Real Property
EXHIBIT B - Conditional Modification

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STATE OF ILLINOIS

SS:

COUNTY OF COOK

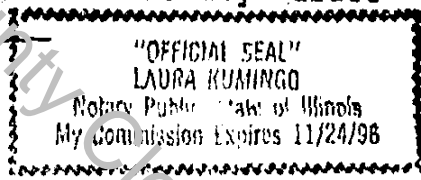
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that J. MICHAEL WIGELAN, VICE PRESIDENT of American National Bank and Trust Company of Chicago, a national banking association ("Trust") and P. JOHANSEN, ASSISTANT SECRETARY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of Trust, for the uses and purposes therein set forth; and the said APPOINTED CUSTODIAN did also then and there acknowledge that he, as custodian of the corporate seal of Trust, did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of Trust, for the uses and purposes therein set forth.

JUL 11 1994

GIVEN under my hand and Notarial Seal this day of July, 1994.

Laura Kumingo
Notary Public

My Commission Expires



STATE OF ILLINOIS

SS:

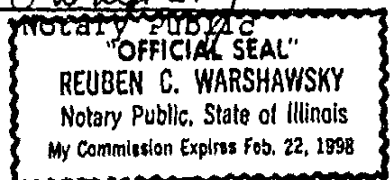
COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Francis F. Freeman, personally known to me to be the Vice President of Broadacre Apartments, Inc., the general partner of Broadacre-NPA Limited Partnership, a general partner of Brick Venture, an Illinois general partnership ("Partnership"), and of North Pier Apartments Limited Partnership, an Illinois limited partnership ("North Pier Apartments"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 Partnership and North Pier Apartments, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of July, 1994.

Reuben C. Warshawsky
Notary Public

My Commission Expires 2/22/98



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STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Michael J. Strone, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Executive Vice President of North Pier Tower Realty Corporation, a Delaware corporation, a general partner of Brick Venture, an Illinois general partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of July, 1994.

Jessica T. Dupres
Notary Public

My Commission Expires JESSICA T. DUPRES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 1999

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that John H. Myers, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee of Trustees of General Electric Pension Trust, a common law trust organized under the laws of the State of New York, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of July, 1994.

Jessica T. Dupres
Notary Public

My Commission Expires JESSICA T. DUPRES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 1999

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CHICAGO, ILL

TAX NOS: 17-10-222-002
17-10-219-001

EXHIBIT A

PARCEL 1:

LOT 2 IN BLOCK 5 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE OGDEN SLIP LYING SOUTHERLY OF AND ADJOINING LOT 2 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 24.20 FEET, TO A CORNER IN SAID LOT LINE; THENCE NORTH, A DISTANCE OF 23.00 FEET, TO A CORNER IN SAID LOT LINE; THENCE EAST CONTINUING ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 173.98 FEET TO AN INTERSECTION WITH A STRAIGHT LINE WHICH EXTENDS SOUTH FROM A POINT ON THE NORTH LINE OF SAID LOT 2, 15.792 FEET WEST OF THE NORTHEAST CORNER THEREOF, TO A POINT ON A SOUTH LINE OF SAID LOT 2, 12.178 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID LAST DESCRIBED STRAIGHT LINE, HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, (ASSUMED), A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 21.93 FEET TO AN INTERSECTION WITH A LINE WHICH IS 50.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID OGDEN SLIP, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF BLOCK 6, IN "CITYFRONT CENTER", AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 209.33 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 2, AND THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 55.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY FIRST AMENDMENT TO GRANT AND DECLARATION OF NON-EXCLUSIVE EASEMENT FROM CHICAGO DOCK AND CANAL TRUST TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEES UNDER TRUST AGREEMENT DATED MAY 1, 1986 AND KNOWN AS TRUST NUMBER 67050 DATED JULY 12, 1988 AND RECORDED JULY 15, 1988 AS DOCUMENT 88312033 FOR INGRESS AND EGRESS AND NAVIGATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

EASEMENT PARCEL 3A:

THE SOUTH 50 FEET OF THAT PORTION OF THE OGDEN SLIP DESCRIBED AS FOLLOWS, WHICH PORTION LIES EAST OF THE WEST LINE OF LOT 1 IN BLOCK 5 IN CITYFRONT CENTER EXTENDED SOUTH AND LIES WEST OF THE WEST LINE OF PARCELS 1 AND 2 EXTENDED SOUTH: THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE ACCRETION THEREYO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO

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THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT NO. 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SAID SECTION 10, AND THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT NO. 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 28, 1979 AND RECORDED APRIL 3, 1979 AS DOCUMENT NO. 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT NO. 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED) A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129, WHICH POINT IS 81.532 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE, IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT NO. 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT NO. 15834685, HAVING A BEARING OF SOUTH 89 DEGREES, 42 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE HAVING A BEARING OF NORTH 7 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 2919.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT NO. 610129, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTH EAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.37 FEET TO THE SOUTH EAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EASEMENT PARCEL 3B:

THAT PORTION OF THE OGDEN SLIP DESCRIBED AS FOLLOWS, WHICH PORTION LIES SOUTH OF AND ADJOINING PARCEL 2:

THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE

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ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT NO. 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SAID SECTION 10, AND CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT NO. 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 29, 1979 AND RECORDED APRIL 3, 1979 AS DOCUMENT NO. 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT NO. 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED) A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129, WHICH POINT IS 81.532 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE, IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT NO. 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT NO. 15834685, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE HAVING A BEARING OF NORTH 7 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 2919.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT NO. 610129, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTH EAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.37 FEET TO THE SOUTH EAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EASEMENT PARCEL 3C:

THAT PORTION OF THE SOUTH HALF OF THE OGDEN SLIP (MICHIGAN CANAL) LYING NORTH OF LOTS 24, 25 AND 26 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION, OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND

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THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF LOT 27 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF LOTS 27 AND 26, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST (ASSUMED) A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PORTION OF THE SOUTH HALF OF THE OGDEN SLIP; THENCE NORTHERLY ALONG A STRAIGHT LINE BEARING NORTH 8 DEGREES, 16 MINUTES, 00 SECONDS EAST A DISTANCE OF 66.889 FEET TO THE CENTERLINE OF AFORESAID OGDEN SLIP; THENCE EAST ALONG SAID CENTERLINE HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, A DISTANCE OF 278.91 FEET, TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 A DISTANCE OF 72.55 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 24; THENCE NORTHWESTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, A DISTANCE OF 13.99 FEET TO THE MOST NORTHERLY NORTH EAST CORNER OF SAID LOT 24, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 24, 25 AND 26 HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 276.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EASEMENT PARCEL 3D:

THE WESTERLY PORTION OF THE CHICAGO DOCK AND CANAL COMPANY'S "BASIN AND CANAL", LYING EASTERLY OF LOTS 23 AND 24 AND SOUTHERLY OF THE CENTERLINE, EXTENDED EAST, OF THE OGDEN SLIP (MICHIGAN CANAL), IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OGDEN SLIP (MICHIGAN CANAL), WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, AND RUNNING THENCE EAST ALONG THE EASTWARD EXTENSION OF SAID CENTERLINE OF OGDEN SLIP, HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, (ASSUMED) A DISTANCE OF 160.83 FEET, TO A POINT MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE OF SAID "BASIN AND CANAL"; THENCE SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE AFORESAID, HAVING A BEARING OF SOUTH 1 DEGREE, 19 MINUTES, 30 SECONDS EAST, A DISTANCE OF 234.02 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 5 DEGREES, 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 136.97 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 7 DEGREES, 35 MINUTES, 20 SECONDS EAST, A DISTANCE OF 53.89 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 11 DEGREES, 45 MINUTES, 09 SECONDS EAST, A DISTANCE OF 14.72 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 180.88 FEET TO THE SOUTH EAST CORNER OF SAID LOT 23 IN AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 23, A DISTANCE OF 29.44 FEET, TO A DEFLECTION POINT IN SAID EASTERLY LINE, AND THENCE NORTH ALONG THE EAST LINES OF LOTS 23 AND 24 AND ALONG SAID LINES EXTENDED NORTHWARD, A DISTANCE OF 452.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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CONDITIONAL MODIFICATION OF NOTES

This CONDITIONAL MODIFICATION OF NOTES (this "Modification"), is entered into as of the 30th day of June, 1992, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated December 11, 1987 and known as Trust No. 104210-06 ("Trust"), BRICK VENTURE, an Illinois limited partnership ("Beneficiary"; Trust and Beneficiary are hereinafter jointly and severally referred to as "Borrower"), and TRUSTEES OF GENERAL ELECTRIC PENSION TRUST, a New York common law trust ("GEPT").

Preliminary Statement

A. Morgan Guaranty Trust Company of New York, not personally, but as Trustee for various commingled pension trust funds (the "Lender") has made two (2) loans to Borrower in the respective principal amounts of \$44,125,000.00 and \$5,000,000.00 (collectively, the "Loans"). Each Loan is evidenced by a Promissory Note dated of even date hereof, from Borrower to the Lender (collectively, the "Notes").

B. As a condition of making the Loans, the Lender has required that GEPT enter into a Buy-Sell Agreement dated of even date hereof among the Lender, GEPT and Borrower (the "Buy-Sell Agreement"), pursuant to which GEPT has agreed to purchase the Loans on the terms and conditions set forth in the Buy-Sell Agreement. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed to those terms by the Buy-Sell Agreement.

C. GEPT and Borrower now desire to provide for the conditional modification of the Notes as hereinafter set forth.

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GEPT and Borrower hereby agree as follows:

1. Transfer or Exchange. This Modification shall apply to the Notes as the Notes may be modified or amended or as the Notes may be transferred or exchanged pursuant to Section 9.2 of the Loan Agreement.

2. Conditional Modifications. (a) On and after the date of the Closing of the Buy-Sell pursuant to the Buy-Sell Agreement (the "Purchase Date"); and subject to Paragraph 6(b) below, the Notes shall be automatically modified and amended as follows without the need for the execution or delivery of any further document or instrument:

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(i) Section 1.1 of each Note is hereby amended and restated in its entirety to read as follows:

"1.1 Interest on Installments. Interest shall accrue on the unpaid principal balance of the Loan from time to time, at an annual interest rate (the "Interest Rate") equal to two percent (2%) per annum in excess of the average yield in percent per annum for "Treasury Constant Maturities" for the current week and the two prior months having a term equal to the number of complete months from the date of purchase (the "Purchase Date") of this Note by Trustees of General Electric Pension Trust, a New York common law trust ("GEPT"), to June 30, 1997 (the "Remaining Life to Maturity"), based upon the Treasury Constant Maturity Series yields reported, for the latest day for which such yields shall have been so reported as of the business day next preceding the Purchase Date for actively traded U.S. Treasury securities having a constant maturity equal to the Remaining Life to Maturity and the last week of the two prior months as set forth in Federal Reserve Statistical Release H15(519), or if not then available, a similar publication reasonably selected by GEPT (with such implied yield determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between reported yields). Borrower and GEPT shall promptly enter into, upon the request of the other of them, a modification to the Note confirming such interest rate and the amount of the monthly installments of interest which would be due and payable. Interest only on the unpaid principal balance of the Loan from time to time, at the Interest Rate, shall be due and payable in installments commencing on the 10th day of the calendar month following the calendar month in which the Purchase Date occurs and continuing on the 10th day of each and every succeeding calendar month thereafter until the Maturity Date (as defined herein below), at which time all accrued and unpaid interest shall be due and payable. Interest hereunder shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months."

(ii) Section 1.2 of each Note is hereby amended and restated in its entirety to read as follows:

"1.2 Principal at Maturity. The entire unpaid principal balance of the Loan shall be due and payable on June 30, 1997 (the "Maturity Date")."

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(iii) Section 1.2 of each Note is hereby amended and restated in its entirety to read as follows:

"1.3 Prepayments. Borrower shall have the right to prepay the entire principal sum hereof, or any part thereof, without penalty or premium, upon not less than sixty (60) days prior written notice from Borrower to GEPT; provided, however, that (a) such prepayment is accompanied by payment of all interest accrued under the Note to the date of prepayment and all other sums due under the Note, and (b) no Event of Default exists under the Note and is then continuing."

(iv) Section 2.2 of each Note is hereby amended to delete the words "for a period of three (3) business days after the same becomes due and payable" and to substitute the following words in lieu thereof: "and the continuance of such failure for ten (10) days as to the first such failure and five (5) days as to any subsequent failure."

(v) Section 2.4 of each Note is hereby amended and restated in its entirety to read as follows:

"2.4 Default Interest Rate/Late Payment Premium.

(a) While any Event of Default exists, Borrower further promises to pay interest on the unpaid principal balance of the Loan from time to time at a rate (the "Default Interest Rate") equal to the greater of (i) four percent (4%) per annum in excess of the Interest Rate, or (ii) four percent (4%) per annum in excess of the "Base Rate" announced from time to time by Citibank, N.A. (computed on an actual/360 day basis), each change in such rate to be effective on the date of such change. If the "Base Rate" (or any successor rate) is no longer announced or quoted by the applicable institution, GEPT may from time to time select a comparable rate quoted by a comparable institution by written notice to Borrower and such comparable rate shall be deemed to be the "Base Rate" under this Note. All unpaid interest that has accrued under this Note, whether prior to or subsequent to the occurrence of the Event of Default, shall be paid at the time of, and as a condition precedent to, the curing of the Event of Default. While any Event of Default exists, GEPT is expressly authorized to apply payments made under this Note as it may elect against (i) any or all amounts, or portions thereof, when due and payable hereunder or under the Other Note, the Note Purchase Agreement or any of the Security Documents, (ii) the unpaid principal balance due under the Notes, or (iii) any combination thereof."

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(b) If any principal or interest payment due on or after the Purchase Date is made more than fifteen (15) days after the due date under this Note, a one-time late payment premium in an amount equal to four percent (4%) of the amount of such late payment shall be payable by Borrower to GEPT and shall be due with any such late payment.

3. Call Right. If the conditions under Section 5 of the Letter Agreement dated of even date hereof from GEPT to Beneficiary (the "Letter Agreement") are not satisfied on or before October 1, 1994, subject to any extension of such date required by such Section 5, GEPT shall have the right to require the prepayment in full of the Notes by written notice to Borrower. The prepayment date for such prepayment shall be not less than thirty (30) days, and not more than ninety (90) days, following the date of such notice, as specified by GEPT.

4. Joint and Several; No Further Modifications. The obligations of Borrower are joint and several. Except as modified hereby, the Notes shall remain unmodified and in full force and effect.

5. Further Assurances. Borrower hereby agrees to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, documents and assurances, and to take all such other actions, as GEPT may reasonably request from time to time in order to confirm the modification of the Notes and the other Loan Documents set forth in this Modification.

6. Accrued Obligations; No Waiver. (a) Except as set forth in Section 2 of the Letter Agreement, and subject to Section 6(b) hereof, (i) all accrued and unpaid amounts due and payable under the Notes as of the Purchase Date shall be payable to GEPT on demand notwithstanding any other provision of the Notes or the other Loan Documents, (ii) Borrower agrees and acknowledges that the modifications to the Notes set forth above shall not impair or affect any obligations of Borrower under the Notes and Loan Documents accrued as of the Purchase Date, and that GEPT shall be entitled to enforce such obligations against Borrower as accrued as of the Purchase Date, and (iii) neither the purchase of the Notes by GEPT nor the modification of the Notes or the Loan Documents provided hereby is a waiver of any default which may exist under the Loan Documents.

(b) Notwithstanding anything in this Modification to the contrary, the obligation of Borrower to pay interest at the Interest Rate set forth in Section 2(a) hereof and the prepayment premium under the Notes shall be subject to Section 3 of the Letter Agreement.

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7. Representations, Warranties and Covenants. Borrower as of the Purchase Date (a) agrees and promises to pay in accordance with the Notes the then amount of the Notes, as modified hereby, and (b) represents, warrants and covenants to GEPT that Borrower has no cause of action at law or in equity against GEPT including, without limitation, any offset, counterclaim or defense with respect to any Note, any Loan Document or any other document or instrument executed and delivered in connection herewith or therewith, other than any cause of action arising solely by reason of a Creditor Event (as defined in the Loan Agreement).

8. Governing Law. This Modification shall be construed according to and the legal relations between the parties shall be governed by the laws of the State of Illinois as applicable to agreements executed and fully performed in the State of Illinois.

9. Trust Exculpation. Section 3.10 of each Note is hereby incorporated by reference and shall be applicable to the representations, covenants, undertakings and agreements of Trust under this Modification.

10. Beneficiary Exculpation. Section 3.11 of each Note is hereby incorporated by reference and shall be applicable to the representations, covenants, undertakings and agreements of Beneficiary under this Modification.

11. Limited Liability. Borrower hereby agrees and acknowledges that the Notes and Mortgage, whenever held, whether in part or in whole, by a common law trust, pension trust, business trust or real estate investment trust, are held through one (1) or more trustees, officers, or agents thereof in his or her or their capacity as such, under a declaration of trust and not individually. Neither the trustees, nor the officers, employees, or agents thereof shall be personally liable hereunder, and Borrower and all others shall look solely to the interest of such trust in the Premises and in the Notes, the Mortgage or under any other Loan Document for the payment of any claim under the Notes or the Mortgage or any other Loan Document or for the performance of any obligation, agreement, condition or term to be performed or observed by such trust under the Notes or the Mortgage or under any other Loan Documents; and any judgment against such trust shall be limited to the interest of such trust in the Premises and in the Notes and the Mortgage, and the other Loan Documents, and shall not attach to any other property or asset of such trust.

12. Modification of Loan Documents. As of the Closing of the Buy-Sell, the Loan Documents shall be deemed to be modified and amended so as to make them consistent with the modifications and amendments to the Notes contained herein. Thereupon, all references to the Notes, the Loan Agreement, the Mortgage and the Loan Documents in such documents shall be deemed to refer to the

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Notes, the Loan Agreement, the Mortgage and the other Loan Documents, as modified by this Modification.

(a) As of the Closing of the Buy-Sell, the Loan Agreement further shall be automatically modified and amended as follows:

- (i) Article IV shall be deleted in its entirety;
- (ii) Sections 6.15 and 6.16 shall be deleted in their entirety;
- (iii) If the Buy-Sell Closing occurs solely by reason of the maturity of the Notes on June 30, 1994 without default, or if Borrower is not obligated to pay the Make-Whole Premium under Section 6 hereof, Section 7.1(a) shall be amended to delete the words "or Make-Whole Premium, if any";
- (iv) Section 7.1(a) shall be amended to delete the words "three (3) Business Days" and substitute in lieu thereof "ten (10) days for the first such failure and five (5) days for any subsequent such failure";
- (v) If the Buy-Sell Closing occurs solely by reason of the maturity of the Notes on June 30, 1994 without default, or if Borrower is not obligated to pay the Make-Whole Premium under Section 6 hereof, Section 7.1(b) shall be amended to delete the words "or the Make-Whole Premium thereon";
- (vi) Section 7.1(c) shall be amended to add the following words at the end thereof: "and such failure shall continue for a period of ten (10) Business Days after notice thereof from Purchaser";
- (vii) Section 7.1(d) shall be amended to add the following words at the end thereof: "provided, however, if such default cannot reasonably be cured within such forty-five (45) day period, and if the Company is then diligently pursuing the cure of such default, the Company shall have such additional time as is reasonably necessary to cure such default, but in no event to exceed ninety (90) days";
- (viii) Section 7.1(j) is hereby amended by adding the following words at the end thereof: "and the remaining partners of the Company do not continue the business of the Company within fifteen (15) Business Days thereafter"; and
- (ix) Section 7.1(k) shall be deleted.

(b) As of the Closing of the Buy-Sell, the Mortgage further shall be automatically modified and amended as follows:

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(i) Section 3.4 shall be amended to provide as the comparable provision under Paragraph 5(c) of the Letter Agreement; (ii) the due-on-sale and due-on-encumbrance provisions shall be amended to provide as the comparable provisions under the construction mortgage which would have been purchased by GEPT but for the execution and delivery of the Buy-Sell Agreement; (iii) Section 9.2 shall be amended to include as requirements to otherwise permitted financing that (A) such financing is by an institutional investor of recognized standing, (B) there is no continuing Event of Default, (C) the holder of such financing enters into a subordination agreement reasonably acceptable to GEPT and (D) GEPT receives a favorable title endorsement reasonably satisfactory to GEPT insuring that such financing is subordinate to the Security Documents; and (iv) Section 15.1(c) of the Mortgage shall be amended by adding the following words at the end thereof: "provided, however, that if such default cannot reasonably be cured within such period, and if Mortgagor or Beneficiary is then diligently pursuing cure of such default, Mortgagor or Beneficiary shall have such additional time as is reasonably necessary to cure such default, but in no event to exceed ninety (90) days."

(c) The Loan Documents will be modified to provide that the exercise of any right or remedy which is conditional upon the acceleration of the Notes may be exercised whether or not the Notes have been so accelerated.

Borrower and GEPT agree to execute and record such instrument as is reasonably necessary to memorialize the foregoing modifications to the Mortgage and the other Loan Documents, as applicable, effective of the date of closing of the Buy-Sell.

{Signature Page Follows}

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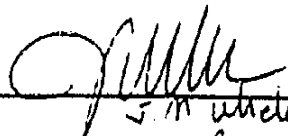
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IN WITNESS WHEREOF, this Modification was executed and delivered by the parties hereto as of the date first set forth above.

BORROWER:


AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated December 11, 1987, and known as Trust No. 104210-06

By: 
Name: J. M. Whelan
Title: VP

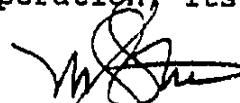
BRICK VENTURE, an Illinois general partnership

By: Broadacre-NPA Limited Partnership, an Illinois limited partnership, its General Partner

By: Broadacre Apartments, Inc., an Illinois corporation, its General Partner

By: 
Name: ROBERT MEERS
Title: PRESIDENT

By: North Pier Tower Realty Corporation, a Delaware corporation, its General Partner

By: 
Name: MICHAEL J. STRUCK
Title: EXECUTIVE VICE PRESIDENT

By: North Pier Apartments Limited Partnership, an Illinois limited partnership, its General Partner

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By: Broadacre-NPA Limited Partnership, an Illinois limited partnership, its General Partner

By: Broadacre Apartments, Inc., an Illinois corporation, its General Partner

By: *[Signature]*
Name: ROBERT MEECE
Title: PRESIDENT

GEPT:

TRUSTEES OF GENERAL ELECTRIC PENSION TRUST, a New York common law trust

By: *[Signature]*
_____, as Trustee

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By: Broadacre-NPA Limited Partnership, an Illinois limited partnership, its General Partner

By: Broadacre Apartments, Inc., an Illinois corporation, its General Partner

By: *[Signature]*
Name:
Title:

CEPT:

TRUSTEES OF GENERAL ELECTRIC PENSION TRUST, a New York common law trust

By: *[Signature]*, as Trustee

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