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SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT ("Agreement") made as of the 20th day of January, 1997, by and between, Zell/Merrill Lynch Real Estate Opportunity Partners Limited Partnership III, an Illinois limited partnership, having an office at Two North Riverside Plaza, Suite 600, Chicago, Illinois 60606 (the "Subordinate Lender") and The Northwestern Mutual Life Insurance Company, having an office at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (the "Senior Lender").

Handwritten: 97050075

WITNESSETH

DEPT-01 RECORDING \$49.50
 T#0011 TRAN 5298 01/23/97 12:07:00
 4458 + KP *97-050075
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$44.00

Handwritten: 97050075

WHEREAS, the Senior Lender is the owner and holder of that certain Promissory Note (the "Senior Note") dated January 20, 1997, in the original principal amount of \$34,450,000.00 payable to the order of Senior Lender made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. 120387-09, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. 120386-00, and ZML-NORTH LOOP/THEATER DISTRICT PARKING LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"); the Senior Note is secured by, among other things, those certain Mortgage and Security Agreements made by Borrower dated January 21, 1997 (the "Senior Mortgage"), covering the real estate of the Borrower located in the City of Chicago, Cook County, and State of Illinois, as more particularly described on Exhibits "A-1" and "A-2" attached hereto and made a part hereof, together with all improvements located thereon (collectively, the "Property"), evidencing and securing a certain loan made by the Senior Lender to the Borrower (the "Senior Loan"); and

WHEREAS, the Borrower has executed a Note and Mortgage, and is about to execute and deliver to the Subordinate Lender an Amended and Restated Promissory Note (the "Subordinate Note") in the principal sum of \$42,367,194.13 and an Amended and Restated Mortgage with respect to the real estate described on Exhibit "A-1" attached hereto and a Mortgage with respect to the real estate described on Exhibit "A-2" attached hereto (collectively, the "Subordinate Mortgage") securing the Subordinate Note, evidencing and securing a certain subordinate loan to be made by the Subordinate Lender to the Borrower (the "Subordinate Loan"); and

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WHEREAS, the Subordinate Mortgage is intended to be recorded immediately prior to this Agreement in the Recorder of Deeds office of Cook County, State of Illinois; and



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WHEREAS, the Senior Lender is unwilling to allow the Borrower to further encumber the Property with the Subordinate Mortgage unless the Subordinate Mortgage is subordinated to the Senior Mortgage in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Subordinate Lender and the Senior Lender hereby agree as follows:

1. The Subordinate Mortgage, the Subordinate Note and any other document evidencing, securing or guaranteeing the Subordinate Loan or otherwise executed in connection with the Subordinate Loan (collectively, together with any extensions, modifications, substitutions and consolidations thereof, hereinafter referred to as the "Subordinate Loan Documents") and all advances made thereunder are hereby, and shall continue to be, subject and subordinate in lien and in payment to the lien and payment of the Senior Mortgage, the Senior Note and any other document evidencing, securing or guaranteeing the Senior Loan or otherwise executed in connection with the Senior Loan (collectively, together with any extensions, modifications, substitutions and consolidations thereof, hereinafter referred to as the "Senior Loan Documents") and all advances made thereunder, without regard to the application of such proceeds, together with all interest, prepayment premiums and all other sums due under the Senior Loan Documents. All of the terms, covenants and conditions of the Subordinate Loan Documents are hereby, and shall continue to be, subordinate to all of the terms, covenants and conditions of the Senior Loan Documents. The foregoing subordination shall apply, notwithstanding the availability of other collateral to the Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Subordinate Mortgage, or the lien or priority of payment thereof, and notwithstanding the fact that the Senior Loan or any claim for the Senior Loan is subordinated, avoided or disallowed, in whole or in part, under Title 11 of the United States Code (the "Bankruptcy Code") or other applicable federal or state law. In the event of a proceeding by or against Borrower, whether voluntary or involuntary, for insolvency, liquidation, reorganization, dissolution, bankruptcy or other similar proceeding pursuant to the Bankruptcy Code or other applicable federal or state law (in any such event, a "Bankruptcy Proceeding"), the Senior Loan shall, as between Senior Lender and Subordinate Lender, include all interest accrued on the Senior Loan, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and after the commencement of any of such proceedings, even if the claim for such interest is not allowed pursuant to applicable law.

2. The Subordinate Lender hereby waives any claim it may now have or may hereafter acquire that any lien, estate, right or other interest in the Property held by the

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Subordinate Lender is or may be prior to the lien, security interests and rights of Senior Lender under the Senior Loan Documents as a result of subordination, equitable subordination or subrogation (except after the Senior Loan is paid in full) due to advances by Senior Lender contemplated in the Senior Loan Documents.

3. The Subordinate Lender hereby represents and warrants that (a) it is now the owner and holder of the Subordinate Loan Documents; (b) the Subordinate Loan Documents are now in full force and effect; (c) the Subordinate Loan Documents have not been modified or amended; (d) to the knowledge of Subordinate Lender, the Borrower is not in default in the observance and/or performance of any of the obligations thereunder required to be observed and performed by the Borrower in the Subordinate Loan Documents; (e) to the knowledge of Subordinate Lender no event has occurred, which, with the passing of time or the giving of notice or both would constitute a default thereunder; (f) all payments due thereon to and including the date hereof, have been paid in full; (g) the principal balance of the Subordinate Loan is \$42,367,194.13; (h) interest on the principal balance shall be calculated at the per annum rate of 12%; (i) no scheduled monthly payments under the Subordinate Note have been prepaid; (j) the Subordinate Loan does not provide for negative amortization or the accrual, deferral or capitalization of interest; (k) the Subordinate Loan does provide for the payment of a prepayment fee in connection with the acceleration or maturity of the Subordinate Loan, as more particularly set forth in the Subordinate Note; (l) the Property is the only collateral secured by the Subordinate Loan; (m) Subordinate Lender has not assigned any rights of the Subordinate Lender in and to its lien, estate or other interest in the Property under the Subordinate Loan Documents; and (n) the Subordinate Loan does not provide for any equity kicker, additional interest, shared appreciation or any kind of equity participation.

4. The Subordinate Lender hereby agrees that so long as any sum shall remain outstanding on the Senior Mortgage:

(a) Subordinate Lender shall not, without the prior written consent of the Senior Lender, accelerate the Subordinate Loan or commence any action to foreclose the Subordinate Mortgage against the Property or take any other Enforcement Action (hereinafter defined);

(b) If any Enforcement Action is allowed hereunder, Subordinate Lender shall simultaneously send to the Senior Lender notice of any default delivered by Subordinate Lender to Borrower under the Subordinate Loan Documents, as well as copies of all notices required to be delivered to the Borrower under the Subordinate Loan Documents. Notice with respect to the Enforcement Action under the Subordinate Loan Documents shall not be deemed effective until such notice has been received by the Senior Lender.

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The Senior Lender shall have the right, but shall not have any obligation whatsoever, to cure any such default within twenty (20) days after the expiration of the applicable grace period permitted to the Borrower under the Subordinate Loan Documents.

Furthermore, with respect to non-monetary defaults under the Subordinate Loan Documents, the Senior Lender shall have the same cure rights as the Borrower has under the Senior Loan Documents or as the borrower has under the Subordinate Loan Documents, whichever is greater, and if the Senior Lender promptly commences and diligently prosecutes the cure to completion, the Subordinate Lender shall not commence any Enforcement Action permitted herein. Nothing contained in this Agreement shall be deemed or construed to require the Senior Lender to commence or continue to prosecute any such cure to completion or prevent the Senior Lender from discontinuing such cure.

The term "Enforcement Action" shall mean, with respect to the Subordinate Loan, the acceleration of all or any part of the Subordinate Loan, any foreclosure proceeding, the exercise of any power of sale, the obtaining of a receiver, the notification of tenants of the Property to pay rents and other sums due under their leases directly to Subordinate Lender (except in the case Subordinate Lender has taken possession of the Property by a deed-in-lieu of foreclosure or similar consensual transfer and at the time of such notification there is no continuing Event of Default existing under the Senior Loan), the seeking of default interest by judicial means, the taking of possession or control of the Property without the consent of Borrower, the suing on the Subordinate Note or any guaranty in favor of the Subordinate Lender in connection with the Subordinate Loan, the exercising of any banker's lien, or the taking of any other enforcement action against the Property.

(c) Without the prior written consent of Senior Lender, Subordinate Lender shall not make any tenant under any lease of any portion of the Property a party defendant in any foreclosure of the Subordinate Mortgage nor will any Enforcement Action or any other action be taken by Subordinate Lender that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property;

(d) (i) If any action or proceeding shall be brought to foreclose the Subordinate Mortgage or commence any other Enforcement Action, no portion of the rents, issues and profits of the Property shall be collected except through a receiver appointed by the court in which such foreclosure action or proceeding is brought, after due notice of the application for the appointment of such receiver shall have been given to the Senior Lender; and the rents, issues and profits so collected by such receiver shall be applied first to the payment of maintenance and operating expenses of the Mortgaged Premises (including taxes and insurance on the Property), and then to the payment of principal and interest due and owing on the Senior Loan prior to the payment, if any, of any principal

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or interest due and owing on the Subordinate Loan; (ii) if during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by the Senior Lender for the foreclosure of the Senior Mortgage and an application is made by the Senior Lender for an extension of such receivership for the benefit of the Senior Lender, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely under the provisions of the Absolute Assignment of Leases and Rents between Borrower and Senior Lender with respect to the Property, and the Subordinate Lender shall not be entitled to any portion thereof until all sums due and owing pursuant to the Senior Loan Documents have been paid in full and applied as aforesaid; (iii) notice of the commencement of any foreclosure of the Subordinate Mortgage shall be given to the Senior Lender and true copies of all notices thereof and papers served or entered in such action shall be delivered to the Senior Lender; (iv) the Subordinate Lender shall waive its rights, if any, under applicable law to request that a final judgment in a foreclosure of the Senior Mortgage direct payment of all or any part of the indebtedness secured by the Subordinate Mortgage from the proceeds of the foreclosure sale of the Senior Mortgage until and unless Senior Lender is paid in full; and (v) Subordinate Lender shall not hinder or delay an exercise by Senior Lender of Senior Lender's rights and remedies, including, but not limited to, Senior Lender's right to seek the appointment of a receiver of the Property, to notify tenants of the Property to pay rents and other sums due under their leases directly to Senior Lender and to commence, continue and complete a foreclosure action or the like (whether judicial or nonjudicial) or any other Enforcement Action.

(e) In the event the Senior Lender shall release, for the purposes of restoration of all or any part of the improvements on or within the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or in and to any awards, or in and to other compensation for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the Subordinate Lender shall likewise release for such purpose all of its right, title and interest, if any, in and to all such insurance proceeds, awards or compensation, and the Subordinate Lender agrees that the balance of such proceeds remaining after such restoration shall be applied to the reduction of principal under the Senior Note and if the Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, the Subordinate Lender agrees that the Senior Lender shall also hold and monitor the disbursement of such proceeds, awards and compensation to which the Subordinate Lender is entitled, applying the proceeds, awards and compensation in accordance with this Agreement and/or in a commercially reasonable manner. Nothing contained in this Agreement shall be deemed to require the Senior Lender, in any way whatsoever, to act for or on behalf of the Subordinate Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of the Subordinate Lender, and all or any of such sums so held or monitored may be commingled with any funds of the Senior Lender.

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(f) If the Subordinate Lender shall acquire by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Loan Documents as provided herein, and the Subordinate Lender hereby waives any and all rights it may acquire by subrogation (except those acquired or effective after the Senior Loan is repaid) or otherwise to the lien of the Senior Mortgage or any portion thereof;

(g) The Subordinate Lender shall not pledge, assign, hypothecate, transfer, convey or sell the Subordinate Loan Documents or any interest in the Subordinate Loan Documents (other than to an Institutional Lender (as hereinafter defined) or an affiliate) or modify, waive or amend any of the terms or provisions of the Subordinate Loan Documents so that such modification, waiver or amendment would increase the amount the Borrower must pay to the Subordinate Lender prior to the repayment of the Senior Loan, without the prior written consent of the Senior Lender. The term "Institutional Lender" shall mean any of the following entities holding the Subordinate Mortgage for its own account, and not for the account of any other entity: (i) a federal or state chartered commercial bank or trust company or federal or state chartered savings bank or savings and loan association or insurance company organized and existing under the laws of the United States, or any state thereof, (ii) a foreign bank or a branch office of a foreign bank, (iii) a foreign pension fund not subject to ERISA, (iv) a foundation, college or university, or (v) a nationally-recognized commercial credit corporation. Any such entity described in the preceding sentence shall: (W) have a net worth in excess of \$200,000,000.00, (X) not be a parent, subsidiary or affiliate of or an entity owned or controlled, in whole or in part, directly or indirectly, by the Borrower, (Y) be experienced in making or holding commercial real estate loans on property of the size and character of the Property, and (Z) agree in writing to be subject to all of the terms, conditions and obligations of this Agreement and under the Subordinate Loan Documents;

(h) As to all leases now or hereafter in effect with respect to the Property, the Subordinate Lender agrees to approve all leases which are approved by the Senior Lender. The Subordinate Lender shall also enter into non-disturbance agreements with any tenants to whom the Senior Lender has granted non-disturbance, on the same terms and conditions given by the Senior Lender;

(i) The Subordinate Lender hereby expressly consents to and authorizes, at the option of the Senior Lender, the release of all or any portion of the Property from the lien of the Senior Mortgage and hereby waives any equitable right in respect of marshalling of assets it might have, in connection with any release of all or any portion of the Property by the Senior Lender under the Senior Mortgage, to require the separate sales of any portion of the Property or to require the Senior Lender to exhaust its remedies against any portion of the Property, or any combination of the portions of the Property or any other

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collateral, or to require the Senior Lender to proceed against any portion of the Property or combination of the portions of the Property or any other collateral, before proceeding against any other portion of the Property or combination of the portions of the Property, and further, in the event of any foreclosure, the Subordinate Lender hereby expressly consents to and authorizes, at the option of the Senior Lender, the sale, either separately or together, of all or any portion of the Property:

(j) The Subordinate Lender shall not collect payments for the purpose of escrowing taxes, assessments or other charges imposed on the Property or insurance premiums due on the insurance policies required under the Senior Mortgage or the Subordinate Mortgage if the Senior Lender is collecting payments for such purposes, however, the Subordinate Lender may collect payments for such purposes if the Senior Lender is not collecting the same, provided such payments shall be held in trust by the Subordinate Lender to be applied only for such purposes:

(k) After request by the Senior Lender, the Subordinate Lender shall, within ten (10) days after such request, furnish the Senior Lender with a statement, as holder of the Subordinate Note, duly acknowledged and certified setting forth the original principal amount of the Senior Note, the unpaid principal balance thereof, all accrued interest but unpaid interest and any other sums due and owing thereunder, the rate of interest and the monthly payments thereunder, and that there exists no uncured Event of Default by Borrower under the Subordinate Loan Documents;

(l) In the event (i) the Senior Loan becomes due or is declared due and payable prior to its stated maturity or an "Event of Default" (as defined in the Senior Loan Documents) has occurred and is continuing under the Senior Loan Documents, (ii) the Subordinate Lender receives any payment of principal or interest, in part or in whole, under the Subordinate Loan Documents contrary to the terms of the Subordinate Loan Documents, or (iii) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the property, assets or business of the Borrower or the proceeds thereof, in whatever form, to any creditor or creditors of the Borrower by reason of any liquidation, dissolution or other winding up of the Borrower or its business, or of any receivership or custodianship for the Borrower of all or substantially all of its property, or of Bankruptcy Proceeding or assignment for the benefit of creditors by or against the Borrower, then, and in any such event, any payment or distribution of any kind or character, whether in cash, property or securities which has been received by the Subordinate Lender shall be held in trust by the Subordinate Lender for the benefit of the Senior Lender and shall forthwith be paid or delivered directly to the Senior Lender for application to the payment of the Senior Loan to the extent necessary to make payment in full of all sums due under the Senior Loan remaining unpaid after giving effect to any concurrent payment or distribution to the

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Senior Lender. In any such event, the Senior Lender may, but shall not be obligated to, demand, claim and collect any such payment or distribution that would, but for these subordination provisions, be payable or deliverable with respect to the Subordinate Loan. In the event of the occurrence of (i), (ii) or (iii) above and until the Senior Loan shall have been fully paid and satisfied and all of the obligations of the Borrower to the Senior Lender have been performed in full, no payment shall be made to or accepted by the Subordinate Lender in respect of the Subordinate Loan;

(m) In any Bankruptcy Proceeding, Senior Lender shall have the exclusive right to exercise any voting rights in respect of the Senior Loan Documents, and the Subordinate Lender shall have the exclusive right to exercise any voting rights in respect of its claims against the Borrower or the general partners of the Borrower, except that the Subordinate Lender shall not have the right to vote affirmatively in favor of any plan of reorganization unless the Senior Lender grants its permission thereto or the Senior Lender votes to accept such plan;

(n) In any Reorganization Proceeding, the rights of Subordinate Lender shall be expressly limited to the exercise of the rights specifically set forth herein: (1) file a proof of claim in respect of its claims against the Borrower or any general partner of the Borrower and send to the Senior Lender a copy thereof, together with evidence of the filing with the appropriate court or other authority, and defend any objection filed to said proof of claim; (2) defend the extent, validity and priority (other than the priority versus the Senior Lender) of the lien of the Subordinate Mortgage; and (3) upon request of Senior Lender, seek and obtain adequate protection, but only to the extent that same is limited to payment on the Senior Loan. Subordinate Lender hereby waives the right to exercise any rights in any Bankruptcy Proceeding not expressly identified in (1), (2) and (3) of this paragraph or paragraph (m) above;

(o) To the extent any payment under the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Loan or part thereof originally intended to be satisfied shall as between Subordinate Lender and Senior Lender be deemed to be reinstated and outstanding as if such payment had not occurred; and

(p) The Subordinate Loan Documents shall not be modified, waived or amended so that such modification, waiver or amendment would increase the amount the Borrower must pay to the Subordinate Lender prior to the repayment of the Senior Loan, without the prior written consent of the Senior Lender, which consent may be withheld or

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conditioned in Senior Lender's absolute discretion; provided, however, that if Borrower is in default under the Subordinate Loan Documents, Subordinate Lender, after providing a copy thereof to Senior Lender, may enter into modifications or amendments of the Subordinate Loan Documents for the sole purpose of reducing payments due thereunder and/or deferring payments to the principal balance of the Subordinate Note, for payment at the end of the term of the Subordinate Note.

5. The Senior Lender hereby consents to the placing of the Subordinate Mortgage on the Property subject to the terms of this Agreement. This consent is limited to the Subordinate Mortgage described above and shall not be deemed to (a) be a consent to any future encumbrances or to any modification, renewal, extension or increase of the Subordinate Loan or the Subordinate Loan Documents except as permitted herein, (b) be a waiver of the limitation on further encumbrances contained in the Senior Mortgage, (c) be a consent to or waiver of any other term or condition of the Senior Loan Documents, or (d) prejudice any right or rights which the Senior Lender may now or in the future have under or in connection with the Senior Mortgage.

6. Subordinate Lender hereby waives (a) notice of the existence or creation or nonpayment of any or all of the indebtedness or obligations under the Senior Loan Documents, and (b) notice of the exercise by Senior Lender of any of its rights or remedies under or pursuant to the Senior Loan Documents.

Subordinate Lender shall have the same opportunity to cure such default as Borrower has under the Senior Loan Documents, and Senior Lender agrees to accept cure of any such default from Subordinate Lender for and on behalf of Borrower. Subordinate Lender shall become subrogated to the rights of Senior Lender against the Borrower, the Property and any other collateral for the Senior Loan or any other person or entity obligated to Senior Lender in connection therewith to the extent Subordinate Lender cures any such default or expends any sums in connection therewith, but any such rights to which Subordinate Lender shall be subrogated shall be subject and subordinate to all other rights and remedies of Senior Lender under the Senior Loan Documents.

7. The Senior Lender and the Subordinate Lender shall cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

8. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or

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partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

9. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event either party fails to comply with its obligations hereunder, the other party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other equitable relief as may be available, including, without limitation, immediate injunctive relief.

10. Any notice or demand hereunder shall be in writing, may be delivered personally or sent by certified mail with postage prepaid, or by reputable courier service with charges prepaid. Any notice or demand sent to Subordinate Lender shall be addressed to Subordinate Lender at the address set forth below or to such other address in the United States of America as Subordinate Lender shall designate in a notice to Senior Lender given in the manner described herein. Any notice sent to Senior Lender shall be addressed to Senior Lender at the addresses set forth below or to such other address in the United States of America as Senior Lender shall designate in a notice to Subordinate Lender given in the manner described herein. Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered for any reason whatsoever at the address specified herein or such other address designated pursuant hereto shall be deemed received as of the date of attempted delivery.

The addresses and telecopier numbers for Senior Lender are:

The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attn: Vice President - Real Estate
Telecopier No. (414) 299-1557
Ref: Loan No. C-332025

with copy to:

The Northwestern Mutual Life Insurance Company
Real Estate Investment Office
10 South Wacker Drive, Suite 3400
Chicago, Illinois 60606
Attn: Regional Manager
Telecopier No. 312-559-0198

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Ref: Loan No. C-332025

The address and telecopier number of Subordinate Lender are:

c/o Equity Office Holdings, L.L.C.
Two North Riverside Plaza, Suite 2200
Chicago, Illinois 60606
Attn: Chief Financial Officer
Telecopier No. 312-454-0332

with a copy to:
Rosenberg & Liebenritt, P.C.
Two North Riverside Plaza, Suite 1515
Chicago, Illinois 60606
Attn: James M. Phipps and Steven E. Ehrlich
Telecopier No.: 312-454-0335

11. In the event of any conflict between the provisions of this Agreement and the provisions of the Subordinate Loan Documents, the provisions of this Agreement shall prevail.

12. No person, including, without limitation, Borrower, other than the parties hereto and their successors and assigns as holders of the Senior Mortgage and the Subordinate Mortgage, shall have any rights under this Agreement.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party.

15. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby.

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16. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

17. This Agreement shall bind and inure to the benefit of the Senior Lender and the Subordinate Lender and their respective successors, permitted transferees and assigns.


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

ZELL/MERRILL LYNCH REAL ESTATE
OPPORTUNITY PARTNERS LIMITED
PARTNERSHIP III, an Illinois limited
partnership


By: ZML Partners Limited Partnership III,
an Illinois limited partnership, its
general partner


By: ZM Investors Limited
Partnership III, an Illinois
limited partnership, its
general partner

By: Zell/Merrill III, Inc.,
an Illinois corporation,
its general partner

By: 
Its: Donald J. Liebenro, tt
Vice President

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin
corporation

By: 
Carson D. Keyes, Vice President

Attest: 
Kelly Havry Mess, Assistant Secretary

(corporate seal)



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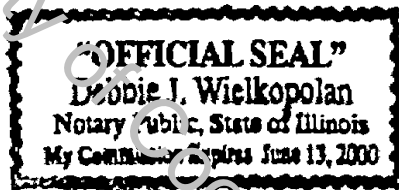
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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of January, 1997, by Ronald J. Siebert, the Vice President of Zell/Merrill III, Inc., an Illinois corporation, general partner of ZM Investors Limited Partnership III, an Illinois limited partnership, general partner of ZML Partners Limited Partnership III, an Illinois limited partnership, general partner of ZELL/MERRILL LYNCH REAL ESTATE OPPORTUNITY PARTNERS LIMITED PARTNERSHIP III, an Illinois limited partnership, and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires:

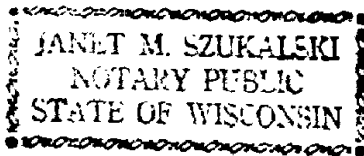


Debbie J. Wielkopalan
Notary Public

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 20th day of January, 1997, by Carson D. Keyes and Kelly Havey Mess, the Vice President and Assistant Secretary, respectively, of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires: May 14, 2000.



Janet M. Szukalski
Janet M. Szukalski, Notary Public

This instrument was prepared by Steve Martinie, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, WI 53202.

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EXHIBIT "A-1" Description of Property

(Theater District Self Park)

LOTS 3 AND 4 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Numbers: 17-09-438-004 and 17-09-438-005, Volume 510
Property Address: 181 North Dearborn Street, Chicago, Illinois 60601

MAIL TO
MAIL TO:
C. Pacheco
New North National Title Co.
222 N. LA SALLE
CHICAGO, IL, 60601

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EXHIBIT "A-2" Description of Property

(North Loop Transit Center)

PARCEL 1:

LOT 27 (TRANSPORTATION CENTER) IN LOOP TRANSPORTATION CENTER SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 18 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN JOINT DECLARATION OF EASEMENTS, RESERVATIONS COVENANTS AND RESTRICTIONS DATED JULY 31, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT NUMBER 21799704.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN JOINT DECLARATION IN ESTABLISHING EASEMENTS, RESERVATIONS, RIGHTS, COVENANTS AND RESTRICTIONS DATED MAY 29, 1990 AND RECORDED MAY 29, 1990 AS DOCUMENT NUMBER 90249524

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN PEDESTRIAN BRIDGE CONSTRUCTION AND CROSS EASEMENT AGREEMENT (CLARK STREET BRIDGE) DATED OCTOBER 22, 1991 AND RECORDED MARCH 25, 1992 AS DOCUMENT NUMBER 92199746.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT FOR PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR AND RENEWAL OF SHAFTS, BELLS AND CAPS WITH PUBLIC WAYS DATED DECEMBER 2, 1992 AND RECORDED DECEMBER 28, 1992 AS DOCUMENT NUMBER 26450727

Tax Parcel Number: 17-09-420-044
Property Address: 203 North LaSalle Street, Chicago, Illinois 60601

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