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AGREEMENT OF SUBORDINATION 6069/0022 30 001 Page 1 of 18
NON-DISTURBANCE AND ATTORNMENT 99-07-01 09:14:32

Cook County Recorder 107.50



THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is entered into as of June 29, 1999, by and for the undersigned 99632461 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated as of April 20, 1994 and known as Trust No. 118199-01 ("Lessor"), PENINSULA CHICAGO LLC, a Delaware limited liability company ("Lessee"), and CREDIT LYONNAIS NEW YORK BRANCH, a branch, licensed under the laws of the State of New York, and a banking corporation organized under the laws of the Republic of France, as Agent for itself as a Lender and for any other Lenders, as such terms are defined in the Loan Agreement referred to below ("Mortgage").

WITNESSETH:

WHEREAS, under a certain Agreement to Lease dated as of May 10, 1994, between Robert L. Stern and Lessor ("Ground Lease"), Robert L. Stern leased to Lessor the land and other property as more particularly described in the Ground Lease (the "Ground Leased Premises");

WHEREAS, under a certain Lease dated as of January 29, 1999 (said Lease, as may hereafter be amended with the written approval of Mortgagee, is herein referred to as the "Lease"), Lessor did lease, let and demise that portion of the Ground Leased Premises consisting of the real property located in the City of Chicago, in the County of Cook and the State of Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a part hereof (hereinafter called the "Premises"), for the period of time and upon the covenants, terms and conditions therein stated;

WHEREAS, 730 North Michigan Avenue Venture, an Illinois general partnership ("Borrower"), and Mortgagee are parties to that certain Loan Agreement dated as of the 8th day of October, 1996 (as the same may be modified, amended, extended, renewed, consolidated, restated or otherwise supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, Mortgagee and/or certain other lenders for whom Mortgagee acts as agent or collateral agent has made or may make a certain loan or loans to Borrower (collectively, the "Loan"), as evidenced by such Loan Agreement and as further evidenced and secured by the "Note" and/or other "Loan Documents" (as defined in the Loan Agreement) delivered in connection with the Loan Agreement;

WHEREAS, the Loan and other obligations of Lessor under the Loan Agreement, Loan Documents and otherwise are secured by (a) that certain Mortgage, Security Agreement and Financing Statement dated as of the 30th day of September, 1996, granted by

N 96 00064 and N 97 01209 Cook Co. Ill. JCS

Borrower and Lessor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 1996, as Document No. 96773883 (as the same may be renewed, supplemented, amended, modified, restated, spread, consolidated, replaced, substituted for, added to or extended from time to time, the "Mortgage"), and (b) that certain Assignment of Lessor's Interest in Leases and Rents dated as of the 30th day of September, 1996, granted by Borrower and Lessor in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 1996, as Document No. 96773884 (as the same may be renewed, supplemented, amended, modified, restated, spread, consolidated, replaced, substituted for, added to or extended from time to time, the "Assignment of Leases"), which encumbers, among other things, the Premises and Lessor's interest in the Lease;

WHEREAS, Lessor and Lessee jointly and severally acknowledge and agree to the subordination of the Lease to the aforesaid Mortgage and Assignment of Leases; and

WHEREAS, the parties hereto desire to establish certain rights of quiet and peaceful possession for the benefit of Lessee, and further to define the covenants, terms and conditions precedent to such additional rights.

NOW THEREFORE, in consideration of the premises and of the covenants, terms, conditions and agreements herein contained, and for other good and valuable consideration, each party to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Subordination. Subject to the terms of this Agreement, Mortgagee, Lessor and Lessee do hereby covenant and agree that the Lease and any modifications, renewals, extensions and amendments thereto, and all Lessee's rights, options, liens or charges thereunder or created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage, the Loan Documents and the liens created thereby and to the Loans and all other amounts secured thereby, and to any advancements made thereunder, to any consolidations, extensions, amendments, modifications or renewals thereof, and to any other mortgage or other security instrument covering, among other things, the Premises or any part thereof which may hereafter be held by Mortgagee (including, without limitation, the Assignment of Leases).

2. Recognition and Non-Disturbance. Subject to the observance and performance by or on behalf of Lessee of all of the covenants, terms and conditions of this Agreement and the Lease on the part of Lessee to be observed and performed (which performance and observance may be performed by each Leasehold Mortgagee in accordance with Section 12 of the Lease, Mortgagee hereby covenants that in the event it obtains title to the Lessor's interest in the Lease either by foreclosure or by transfer in lieu of foreclosure or as a result of any other means, and thereafter obtains the rights of Lessor under the Lease, and provided that the Lease is in full force and effect and Lessee is not in default thereunder beyond the applicable periods of grace and notice, if any, provided therein (after giving effect to the grace, notice and cure periods granted to each Leasehold Mortgagee under Section 12 of

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the Lease), Mortgagee shall, subject to the provisions of this Agreement and said Section 12 of the Lease, recognize the Lease and the Lessee's rights and the rights of each Leasehold Mortgagee thereunder, and not name Lessee as a party in any action or proceeding to foreclose or otherwise enforce the Mortgage or the Assignment of Leases or terminate the Lease, unless such joinder shall, in Mortgagee's opinion, be necessary or advisable to protect Mortgagee's rights, interests or security, in which case Mortgagee shall not seek to cut off or terminate the Lease or Lessee's possession thereunder.

3. Defaults of Lessor and Lessee (a) Lessee agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon Lessor at the same time as such notice is sent to Lessor by Lessee, whenever any such notice or statement alleges a default by, or failure on the part of, the Lessor to perform its duties under the Lease. Lessee further agrees that in the event of any act or omission by Lessor which would give Lessee the right, either immediately or after a period of time, to terminate the Lease whether or not set forth in the Lease, Lessee will not exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Lessor and to the Mortgagee, and (ii) if the default is a monetary default, Lessee shall have given Mortgagee until expiration of thirty (30) days beyond the period for Lessor's cure of such default, whether or not set forth in the Lease; and (iii) if the default by Lessor is of a nature which can be cured by the Mortgagee, Lessee shall have given the Mortgagee until expiration of sixty (60) days beyond the period for Lessor's cure of such default, provided that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, such period shall be extended as necessary to allow the Mortgagee a reasonable time to cure such default, provided that the Mortgagee commences such cure within the sixty (60) day period and thereafter proceeds to diligently rectify and cure said default. Furthermore, the Mortgagee shall have a period ending sixty (60) days after the date upon which it obtains possession of the Premises to cure or correct such default, if such default is of a nature that it cannot be cured by the Mortgagee until it obtains possession, but is curable by Mortgagee thereafter, so long as Mortgagee has initiated and diligently pursues steps to obtain such possession, by means of foreclosure or otherwise. It is specifically agreed that Lessee shall not, as to Mortgagee, require cure of any such default which is personal to the Lessor, and therefore not susceptible of cure by Mortgagee.

(b) Lessor agrees to give Mortgagee, by overnight courier or messenger, a copy of any notice or statement served upon each Leasehold Mortgagee pursuant to subsection (b) of Section 12 of the Lease. Mortgagee agrees that the rights of each Leasehold Mortgagee under said Section 12 shall be available to such Leasehold Mortgagee.

4. Attornment. Upon any enforcement of the Assignment of Leases, or in the event the interests of the Lessor under the Lease shall be transferred to Mortgagee or any Transferee (as hereafter defined) by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby covenants and agrees to make full and complete attornment to the Mortgagee or Transferee as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease and all extensions or renewals thereof, except for provisions which are impossible for Mortgagee to perform, so as to establish direct privity of estate and contract

between the Mortgagee or such Transferee and Lessee with the same force and effect and relative priority in time and right as though the Lease and all modifications and amendments thereof specified herein or hereafter consented to by Mortgagee or such Transferee, together with all guarantees of Lessee's obligations under the Lease, was originally made directly between Mortgagee or such Transferee and Lessee. Lessee will thereafter make all payments directly to Mortgagee and as to the Mortgagee only will waive as against Mortgagee any defaults of Lessor (whether curable or non-curable) but such waiver as to the Mortgagee shall not affect Lessee's rights against Lessor with respect to such defaults. Lessee waives all joinder and/or service of any and all foreclosure actions upon the Premises by Mortgagee under the Mortgage, and of any actions at law by Mortgagee to gain possession of the Premises, provided Mortgagee does not seek any relief against Lessee in such action. It shall not be necessary, except as required by law, for Mortgagee to name Lessee as a party to enforce its rights under the Mortgage or under any instrument evidencing or collateralizing the Loan, or to prosecute any action at law to gain possession of the Premises from Lessor. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of any or all of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Mortgagee (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute Lessor, upon the same terms and conditions as provided for herein in the case of attornment to Mortgagee.

5. Limitation on Liability. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessor and Lessee hereby covenant and agree that neither Mortgagee nor any holder or holders from time to time of all or any portions of the Loan or the Loan Documents evidencing or securing the Loan (collectively herein referred to as the "Lenders"), nor any of their respective successors and assigns (including, without limitation, any Transferee) shall be:

- (a) Liable for any act or omission of Lessor or any other prior landlord.
- (b) Subject to any offsets, defenses, claims or counterclaims which Lessee might have against Lessor or any other prior landlord.
- (c) Required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor.
- (d) Bound by any amendments, modifications, extensions, expansions, termination, cancellation or surrender of the Lease made without Mortgagee's consent.
- (e) Bound to or liable for refund of all or any part of any security deposit by Lessee with Lessor for any purpose unless and until such security deposit shall have been actually received by Mortgagee or Transferee. In the event of receipt of any such security deposit, Mortgagee's or Transferee's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Mortgagee or Transferee, and Mortgagee

and Transferee shall be entitled to all rights, privileges and benefits of Lessor set forth in the Lease with respect thereto.

(f) Liable to Lessee under the Lease or otherwise for any liabilities which arise under the Lease or this Agreement from and after such time as it ceases to be the owner of the Lessor's interest in the Premises.

(g) Liable for the completion of construction of, or the making of any capital improvements to, the Premises, or for any contribution toward construction or installation of any improvements upon the Premises.

(h) In the event of damage to the Premises by fire or other casualty, or condemnation in whole or in part of the Premises, obligated to repair the Premises.

6. Lessee Covenants. Lessee covenants and agrees as follows for the benefit and reliance of Mortgagee, Lenders, and their respective successors and assigns (including without limitation any Transferee):

(a) That it will not, without the express written consent of Mortgagee:

(i) Cancel, terminate, modify, alter, amend or surrender the Lease; or

(ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder, other than an agreement which has been or may be entered into, and which shall not be binding upon Mortgagee or any Transferee or their respective successors and assigns (provided that Mortgagee or any Transferee, or their respective successors or assigns, shall not assert a claim for back rent on account of Lessee's Annual Rent obligation accruing prior to the acquisition of Lessor's interest under the Lease), by which the Lessee's Annual Rent obligation under the Lease is abated while the current Lessor holds its interest as lessor under the Lease (a copy of any such agreement shall be provided promptly upon Mortgagee's request for Mortgagee's records); or

(iii) After the date hereof, prepay rent more than one month in advance.

(b) That it agrees, except to the extent prohibited by law or legal proceedings, to make rental payments to Mortgagee if and when rent becomes due upon written demand by Mortgagee in the event Mortgagee indicates in such demand that a default under the Loan or Mortgage has occurred without the necessity of determining whether such default has occurred. Lessor hereby releases Lessee from any obligation to pay to Lessor any amounts paid to Mortgagee based upon Lessee's compliance with such a direction to pay rent from Mortgagee.

(c) Without limiting the provisions of the foregoing subparagraph (b), and regardless of whether the Mortgage or Loan is in default or notice of default has been given to Lessor or Lessee, any amounts to be paid by Lessee to Lessor pursuant to Section 18(a) of the Lease in the event Lessee exercises its option under such Section 18(a) to direct Lessor to exercise the option to purchase under Section 22 of the Ground Lease shall be paid to and held by Mortgagee (and Lessor hereby irrevocably directs Lessee to so pay such amount to Mortgagee) for application as provided in Section 18(a) of the Lease.

7. Mortgagee Consents; Other Agreements. Lessor and Lessee hereby agree as to themselves for the benefit and reliance of Mortgagee, Lenders and their respective successors and assigns (including without limitation any Transferees), and Mortgagee hereby consents and agrees, as follows:

(a) Subject to the provisions of the last sentence of this subsection (a), neither this Agreement, the Assignment of Leases, nor anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto shall operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises or any other property upon the Mortgagee or Lenders, or impose responsibility for the carrying out by Mortgagee or Lenders of any of the covenants, terms and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Mortgagee, nor shall said instruments operate to make the Mortgagee or Lenders responsible or liable for any waste committed on the Premises or any other property by any party whatsoever, or for dangerous or defective condition of the Premises or any other property, or for any negligence in the management, upkeep, repair or control of the Premises or any other property resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, Mortgagee or stranger. Notwithstanding anything to the contrary in the Lease, Mortgagee or Transferee shall be responsible for performance of only those covenants and obligations of the Lease accruing after Mortgagee's or Transferee's acquisition of Lessor's interest in and possession of the Premises, and Mortgagee's, Lenders' and any Transferee's obligations to Lessee shall be further limited as herein provided.

(b) Provided the Lease has not been terminated (or, if terminated, a replacement lease for the Premises has not been entered into in accordance with subsection (e) of Section 12 of the Lease) and the conditions of Section 18(a)(i), (ii) and (iii) of the Lease are (if Lessee has exercised its option to require Lessor to exercise its purchase option under the Ground Lease) satisfied (and if Lessee has exercised its option to require Lessor to exercise its purchase option under the Ground Lease, the amendment to the Ground Lease contemplated under Section 18(a)(ii) of the Lease is duly authorized, executed and delivered by Lessee and Lessor {provided that if Mortgagee or a Transferee shall acquire Lessor's interest in the Premises, Mortgagee or Transferee, as the case may be, or such Lessee shall execute such amendment as successor to Lessor} and is in full force and effect), Mortgagee shall (i) release the Premises (including any interest in the fee estate portion of the Premises and any interest in the Lessor's interest in the Premises, but not including any property other than the Premises) from the lien of its Mortgage, without payment of any fee, penalty or premium, at such time

as Lessor obtains fee title to the Premises through the exercise of the Lessee's option to direct Lessor to exercise Lessor's option to purchase granted pursuant to Section 18 of the Lease, and (ii) in the event Mortgagee or any Transferee acquires Lessor's interest in the Premises and becomes a substitute Lessor, and thereafter acquires fee title to the Premises pursuant to the Ground Lease or otherwise, it shall convey fee title to the Premises to Lessee by quit-claim deed in accordance with Section 18(b) of the Lease, free and clear of the Mortgage, but without any covenant, representation or warranty of any kind, notwithstanding the provisions of Section 18(b) of the Lease.

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

(d) Lessee hereby acknowledges and agrees that in the event Mortgagee or any Transferee shall become the owner of the Lessor's interest in the Premises, that any liability or obligation of the Mortgagee or such Transferee as landlord under the Lease shall be limited to such landlord's interest in the Ground Leased Premises and no recourse shall be had to any other assets of Mortgagee, Lenders or such Transferee.

8. Notices. Any notices to Lessee or Mortgagee hereunder shall be effective three days after mailing to Lessee or Mortgagee by certified mail, return receipt requested, or one day after delivery to a recognized international overnight courier service, such as Federal Express, addressed as follows:

Lessee:

Peninsula Chicago LLC
c/o St. George's Building, 8th Floor
2 Ice House Street, Central
Hong Kong
Attn: Chief Financial Officer

with copies to:

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

and:

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

Mortgagee:

Credit Lyonnais New York Branch
c/o Credit Lyonnais Real Estate Group
227 West Monroe Street
Chicago, Illinois 60606
Telephone: (312) 220-7321
Telecopier: (312) 220-7339
Attention: Carl Klimowicz

with copies to:

Credit Lyonnais New York Branch
Credit Lyonnais Building
1301 Avenue of the Americas
New York, New York 10019-6092
Telephone: (212) 261-7000
Telecopier: (212) 261-7890
Attention: Real Estate Group

and:

Credit Lyonnais New York Branch
Credit Lyonnais Building
1301 Avenue of the Americas
New York, New York 10019-6092
Attention: Legal Department
Telephone: (212) 261-7050
Telecopier: (212) 459-3187

or as to each party, to such other address as the party may designate by a notice given in accordance with the requirements contained in this Section 8.

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

10. Counterparts. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had

signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

11. Interpretation. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Mortgagee," "Transferee", "Lenders", "Lessor", "Borrower" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

12. Mortgage Liens. Nothing contained in this Agreement shall in any way impair or affect the liens created by the Mortgage.

13. Agreements of Lessor. The Lessor hereby agrees that (i) the within Agreement does not (a) constitute a waiver by Mortgagee or Lenders of any of their rights against the Lessor under the Mortgage, the Assignment of Leases or any of the other Loan Documents and/or (b) in any way release the Lessor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and the other Loan Documents, (ii) the provisions of the Mortgage and the other Loan Documents remain in full force and effect and must be complied with by the Lessor, (iii) in the event of a default under the Mortgage or other Loan Documents Lessee may pay the rent and all other sums due under the Lease to the Mortgagee, and (iv) Lessor has requested Lessee to execute and deliver the within Agreement.

14. Successors and Assigns. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, and their respective successors and assigns. For the purposes hereof, any purchaser at a sale foreclosing the Mortgage or at a sale conducted under a power of sale of the Mortgage or otherwise acquiring the Lessor's interest in the Premises (for the purposes hereof, acquisition of Lessor's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchase at a sale) shall be deemed a successor to the Mortgagee, and any Leasehold Mortgagee or any purchaser at a sale foreclosing a Leasehold Mortgage conducted under power of sale of such Leasehold Mortgage or otherwise acquiring the Lessee's interest in the Premises (for the purposes hereof, acquisition of Lessee's interest in the Premises by foreclosure or transfer in lieu of mortgage foreclosure shall be deemed a purchaser at a sale) shall be deemed a successor to Lessee.

15. Certain Lease Requirements. The parties acknowledge and agree that the Mortgage and this Agreement satisfies the conditions and requirements of Section 10 of the Lease, and that neither Lessee nor Lessor shall be entitled under Section 10 of the Lease to request or require any other or supplemental agreement on the part of any of Lessor or Mortgagee.

16. Borrower Authorization. Borrower enters into this Agreement for the purposes set forth herein and to evidence its consent to and approval and authorization of the Lessor's execution, delivery and performance of its obligations under this Agreement.

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17. EOA Not Affected. Reference is made to that certain Easement and Operating Agreement between Lessor and Lessee (the "EOA") governing the relationship between certain land and improvements that are owned by Lessor and subject to the Mortgage and the Premises, the property owned by Lessee adjoining the Premises, and the improvements to be constructed by Lessee in the Premises and said adjoining property. The Mortgage and the Lease have been subordinated to the EOA, and nothing contained in this Agreement shall limit, extend or modify, or be deemed to waive, any of the rights, remedies, obligations, time periods or other provisions of the EOA, including, but not limited to, those which may become applicable to the Mortgagee or any Transferee in the event either acquires ownership of any of the property subject to the EOA.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first stated above.

BORROWER:

730 NORTH MICHIGAN AVENUE VENTURE, an Illinois general partnership

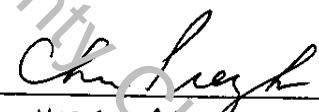
By: TKM LLC, an Illinois limited liability company

By: Lakeview L.L.C., an Illinois limited liability company, its manager

By: Coast to Coast Limited Partnership, an Illinois limited partnership, its manager

By: 
Its: General Partner

By: McGolden Mile Corporation, a Delaware corporation

By: 
Its: VICE PRESIDENT

LESSOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated as of April 20, 1994 and known as Trust No. 118199-01

By: 
Its: _____

By: Attestation not required by American National Bank after recordation of releases by laws
Its: _____

[signatures continued on following page]

This instrument is executed by the undersigned on behalf of the undersigned personally but solely as Trustee under Trust Agreement dated as of April 20, 1994 and known as Trust No. 118199-01 and known as Trust No. 118199-01. My signature jointly or personally on this instrument is not a signature of any partnership, indemnity, representation, covenant, undertaking or agreement of the parties to this instrument.

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LESSEE:

PENINSULA CHICAGO LLC,
a Delaware limited liability company
By: HSH Chicago, Inc., its member
By: [Signature]
Its: EXECUTIVE VP

MORTGAGEE:

CREDIT LYONNAIS NEW YORK BRANCH, a branch,
licensed under the laws of the State of New York, and a
banking corporation organized under the laws of the
Republic of France, as Agent as aforesaid

By: _____
Its: _____

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LESSEE:

99632461

PENINSULA CHICAGO LLC,
a Delaware limited liability company

By: _____
Its: _____

MORTGAGEE:

CREDIT LYONNAIS NEW YORK BRANCH, a branch,
licensed under the laws of the State of New York, and a
banking corporation organized under the laws of the
Republic of France, as Agent as aforesaid

By: _____
Its: _____

JAMES R. FITZGERALD
SENIOR VICE PRESIDENT

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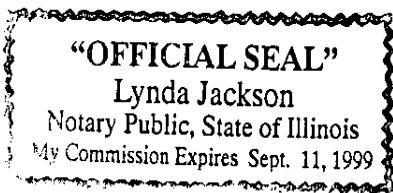
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

99632461

99632461

I, Lynda Jackson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas J. Klutznik, general partner of Coast to Coast Limited Partnership, an Illinois limited partnership ("Coast to Coast"), the manager of Lakeview L.L.C., an Illinois limited liability company ("Lakeview"), in turn the manager TKM LLC, an Illinois limited liability company ("TKM"), a general partner of 730 North Michigan Avenue Venture, an Illinois general partnership (the "Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Coast to Coast on behalf of said Lakeview and, in turn, on behalf of said TKM and Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of June, 1999.



Lynda Jackson
Notary Public

My commission expires _____.

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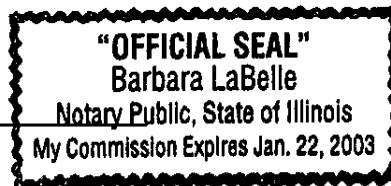
STATE OF ILLINOIS)
 DUPAGE)
COUNTY OF ~~COOK~~) SS

I BARBARA LaBelle, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that CHRIS PIESZKA, VP of McGolden Mile Corporation,
a Delaware corporation, a general partner of 730 North Michigan Avenue Venture, an Illinois
general partnership (the "Partnership"), who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such VP, appeared
before me this day in person and acknowledged that he/she signed and delivered the said
instrument as his/her own free and voluntary act and as the free and voluntary act of said
corporation on behalf of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of June, 1999.

Barbara LaBelle
Notary Public

My commission expires _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

99632461

I, THERESE M. LOHSE, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that GREGORY S. KASPRZYK of AMERICAN
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as
Trustee under Trust No. 118199-01 (the "Trustee"), who is personally known to me to be the
same person whose name is subscribed to the foregoing instrument as such W,
appeared before me this day in person and acknowledged that he/she signed and delivered the
said instrument as his/her own free and voluntary act and as the free and voluntary act of said
Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of June, 1999.



THERESE M. LOHSE
Notary Public

My commission expires _____.

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STATE OF ILLINOIS)
 DuPAGE) SS
COUNTY OF ~~COOK~~)

99632461

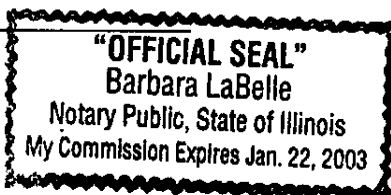
On June 15, 1999, before me, the undersigned, a Notary Public, in and for and residing in the County and State aforesaid, duly commissioned and sworn, personally appeared RODNEY L. SMYTH, known to me to be the EXECUTIVE VP of HSH Chicago, Inc., the sole member of PENINSULA CHICAGO LLC, a Delaware limited liability company, the company that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said entity, and acknowledged to me that such entity executed the same pursuant to its proper authority.

GIVEN under my hand and notarial seal this 15TH day of June, 1999.

Notary Public

Barbara LaBelle

My Commission Expires:



UNOFFICIAL COPY

STATE OF NY)
) SS.
COUNTY OF NY)

99632461

I, Gregory J. Nuber, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that JAMES R. FITZGERALD
SENIOR VICE PRESIDENT of Credit Lyonnais
New York Branch, a branch, licensed under the laws of the State of New York, and a banking
corporation organized under the laws of the Republic of France, who is personally known to
me to be the same person whose name is subscribed to the foregoing instrument as such
Sr. V.P., appeared before me this day in person and acknowledged that he/~~she~~ signed
and delivered the said instrument as his/~~her~~ own free and voluntary act and as the free and
voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of June, 1999.

GREGORY J. NUBER
Notary Public, State of New York
No. 01NU5045215
Qualified in New York County
Commission Expires June 12, 1999
My commission expires _____

[Signature]
Notary Public

Property of Cook County Clerk's Office

EXHIBIT A

DESCRIPTION OF THE PREMISES

LOTS 4F, 4K, 8 AND 8A, IN 730 N. MICHIGAN AVENUE SUBDIVISION BEING A SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED June 30 1999 AS DOCUMENT NUMBER 99631468.

This instrument prepared by:


Charles E. Schraak
Sidley + Austin
One First National Plaza
Chicago, Illinois 60603

730 N. Michigan Ave.
Chicago Illinois
60611

TAX NUMBERS:

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- 17-10-102-008
- 17-10-102-009
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- 17-10-102-022
- 17-10-102-023
- 17-10-102-024
- 17-10-102-028
- 17-10-102-029
- 17-10-102-030
- 17-10-102-031
- 17-10-102-032

After recording return to:

 Peter Werner
Austin + Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606