	TERMS	OPO - Natixis	OPO - Deutsche Bank	Chicago - Fortress	Chicago - Deutsche Bank
A	Date of Term Sheet	Aug-13	Aug-13	Sep-04	Nov-04
В	Closing Date	N/A	N/A	Anticipated to occur on October 1, 2004	On or before December 31, 2004
1	MAXIMUM PROCEEDS	\$130,000,000	The mu tiple draw redevelopment Loan amount shal be the lesser of (i) \$140 million, i) \$65% of the total project cost, (iii) \$5% of the total project cost, (iii) \$5% of the 'as stabilized' appraised value assuming completion of the Conversion Project as determined by an appraisal satisfactory to Agent or (iv) [65]% of the 'as-is' appraised value of the Property as determined by an appraisal satisfactory to Agent	\$104,000,000	An amount up to the lesser of (i) \$640 million, (i) 65% of expected net proceeds from residential condominium sales and from the non-residential condominium unts, as determined by an appraisal satisfactory to the Administrative Agent, and (ii) 80% of the approved total budget which is anticipated to be \$800 million
	Project Budget	\$225,000,000	\$215,000,000	\$773,167,152	\$800,000,000
2	INTEREST RATE				
	Spread	5.25%	4.25%	LIBOR + 4.0% interest paid in kind (PIK) on a monthly compounding basis and calculated on the same basis as current interest. At conversion, Total Rate shall reduce to 30 Day LIBOR + 10.0%, all of which shall accrue as PIK.	3.75% Upon achieving a total sales level for the units of \$640 million in net aggregate sales, the LIBOR and Base Rate spreads will reduce to 3.40% and 2.40%, respectively, and further, upon reaching a total sales level for the units of \$770 million in net aggregate sales, the LIBOR and Base Rate spreads wil reduce to 3.10% and 2.10%, respectively, Signed contracts that count towards the threshold above must have a minimum non-refundable deposit of 5% for the "friends and fam ly' sales that have already occurred, and all others shall have a minimum depost of 15% of the purchase price of the unit.
	Index	One-month LIBOR (reset monthly)	One-month LIBOR	One-month LIBOR	LIBOR
	Index Floor (if any)	0.20%	N/A	None	None
	Index Cap (if any)	2.00% (for initial term)	2.50% ("initial LIBOR Strike Price")	None	See attached Exhibit R
	Frequency	payable monthly	payable monthly	payable monthly	payable monthly
	Accrual Period	actual/360 basis	actual/360 basis	See Spread	actual/360 Basis
	Alternative	N/A	N/A	N/A	Base Rate plus 2.75%
	Default Rate	N/A	N/A	Current rate + 4.00%	Lesser of (i) the maximum non-usurious rate permitted by Law or Regulation and (ii) five percent (5.0%) in excess of the Applicable Interest Rate

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3	TERM				
	Initial	36 months	3 years from the initial payment date	9 months	The earlier to occur of (a) 39 months from closing or (b) 36 months from the first draw after closing
	Extensions	Two (2), 12-month options	Two (2), 12-month options	Two (2), 6-month periods	At any time after the 33-month anniversary of the closing date, the Borrower will be permitted to request two 6-month extensions of the Term
		applicable extension term." (3) Extension Fee equal to 0.25% of the outstanding principal balance of the Loan; (4) with respect to the first Extension Term, final completion of Project, including the issuance of a final certificate of occupancy for the entire Project and hotel operations having commenced, (6) with respect to the first Extension Term, the Property having a maximum "as is" LTV of 60%; (6) with respect to the second Extension Term, the ratio of UNCI to the Maximum Potential Loan Amount (the "Debt Yield") being at least 10.50%.	purchase of Interest Rate Protection for each Extension Term providing for a cap on LIBOR under the same terms as the original cap on LIBOR; (3) Borrower's completion of the Conversion Project prior to the first extension; (4) funding of any required amounts into the Completion Reserve; (5) delivery of a permanent Certificate of Occupancy for the Conversion	and permits and (6) No material adverse change in the market or project as determined by Lender.	period with an "all-in" rate acceptable to the
4	AMORTIZATION (IF ANY)	None	None	See Spread	None. The Faci ity will be interest only (subject to pay downs from release and sale of units)
5	FEES & EXPENSES				
	Loan Fee	1.00% of the Maximum Potential Loan Amount, payable at closing	1.00% of the Loan Amount	1.50% of the Total Loan Amount, payable at funding	2.00% multiplied by the Facility Amount, 25% of which shall be earned by and payable to DBTCA on the date that the commitment letter is executed. Of this 2.0% Underwriting Fee, at least 1.5% will be due at closing, with the timing of the remaining 0.5% to be agreed upon between Borrower and Lender.
	Unfunded Fee	0.50% (payable monthly) on any amount of the Advances not yet advanced or disbursed	0.50% payable on the average undrawn balance to be paid quarterly	None	None
	Administration Fee	\$2,500 per draw	\$125,000 per annum payable quarterly in advance to the Agent	None	\$125,000 per annum, payable on the closing date and each anniversary thereof
	Extension Fee	0.25% of the outstanding principal balance of the Loan	0.25% of the Loan Amount	0.5% on Total Loan Amount for each extension	0.25% on the extended outstanding principal amount of the Fac lity for the 2nd extension
	Exit Fee	1.00% of the amount repaid. Such fee shall be waived to the extent the Loan is refinanced with proceeds of mortgage financing provided by Nativis. The Exit Fee shall be in addition to any spread maintenance payment, f applicable.	1.00% of the initial Loan balance payable to DB by the Sponsor upon the earlier of (i) the full repayment of the Loan or (i) the maturity date. Such fee will be creditable against a take-out financing of the retail if such financing is provided by DB.	1.00% of outstanding Loan Amount if not converted. At Conversion, Exit Fee shall become \$5.0 million provided the Mezzanine Loan does not exceed \$130 m illion and shall increase proportionally if Loan Amount is upsized.	None

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	Expenses (including Good Faith Deposit)	in excess of the Good Faith Deposit, will be payable by Borrower's Spronsor. The good faith letter will provide that the Good Faith Deposit, less actual out of pocket costs and expenses incurred by Natixis, shall be refunded to Borrower's Sponsor if (a) the Loan closes, (b) despite Borrower's good faith and	remaining deposits paid w II be refunded to Borrower, as app icable, less any reasonable out-of- pocket due dilgence, legal fees or third party costs incurred by Agent. This section shal be binding upon Sponsor and Borrower. Sponsor and Borrower shall pay all out-of-pocket expenses incurred by Lender and ts affiliates in connection		The signed Loan Proposal must be accompanied by a fee deposit of \$325,000 (the "Cost and Expenses Deposit, Reasonable out-of-pocket expenses incurred by DBSI, DBTCA and their affiliates relating to the Facility are payable by the Borrower. These out-of-pocket expenses shall include but not be limited to Lender's due diligence, consultant fees, accounting fees (including costs of Agreed-Upon Procedures), reasonable legal fees, appraisal, environmental report, engineering report, and all other reasonable out-of-pocket third party expenses related to the Loan closing, Borrower shall also be responsible for loan syndication expenses (subject to a to-be-agreed-upon cap), expenses (if any) related to loan servicing fees (including, without limitation , special servicing fees) and ongoing administrative fees. Moreover, if prior to closing the Loan, the Lender's Costs exceed the Costs and Expenses Deposit to cover anticipated costs and, in any event, to pay for all costs incurred promptly after billing, to the extent they exceed the Costs and Expenses Deposit to vover and Expenses Deposit to even the Costs and Expenses Deposit to even the Costs and Expenses Deposit to even feed the deducted form the Origination Fee due and payable to Lender. In the event the closing of the Facility does not occur, the Guarantors will fully indemn fy DBSI, DBTCA and their aff liates for such expenses.
	Late Fee	N/A	N/A	N/A	5.00% of the principal balance of the Debt if not paid when due (other than any principal due upon the Maturity Date)
6	MIN. UW NET OPERATING INCOME	At closing, the Property shall have a minimum "as stab lized" UNOI of \$15,500,000, based on Natixis' determination of the recurring net cash flow from the Property.	N/A	N/A	N/A
7	MIN. UW DEBT SERVICE COVERAGE RATIO	At closing, the Property shall have a minimum UDSCR of 2.0 1 (based on the "as stabilized" UNOI and the LIBOR rate at closing).	N/A	N/A	N/A
8	MAX. LOAN TO COST (LTC)	At closing, the Property shall have a maximum LTC of 58%.	65% LTC		80% of the approved total budget which is anticipated to be \$800 m llion
9	MAX. LOAN TO VALUE (LTV)	At closing, the Property shall have a maximum "as stab lized" LTV (based on the Maximum Potential Loan Amount) of 50%, based on a third party appraisal ordered and approved by Natixis	55% "As-stabilized" or 65% "As-is"	N/A	N/A

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	clearing/deposit accounts controlled by Nativis. In addition, 100% of the net cash flow from the Property (after debt service, approved operating expenses and required reserves) will be swept into an account controlled by Nativis and held as cash collateral for the Loan.	Upon completion of the Conversion Project, a lockbox and clearing account controlled by Lender (the "Clearing Account") shall be established by Borrower at a financial institution acceptable to Lender, into which all rents, revenues and receipts from the Property shall be deposited directly by the tenants. All credit card receipts shall be deposited by credit card processing companies directly into the Clearing Account with into nec (1) business day of receipt thereof by Borrower or Property Manager. Amounts on deposit in the Clearing Account with sines ferred daily to an account controlled by Lender at a financial institution selected by Lender.	Lockbox with a bank acceptable to and contro led by Lender.	N/A
Release Requirement	Debt Yield is at least 7.25%	See Stabilization Event and Low Debt Yield Reserve below	N/A	N/A
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	part at any time. Any repayment or prepayment on or before the 30th payment date for the Loan shall be accompanied by a spread maintenance payment through the 30th payment date for the loan. Any repayment thereafter shall be without penalty or premium, but shall be subject to the Exit	The Loan may not be voluntarly prepaid in whole or in part for a period of 24 Payment Dates after the Closing Date (her 'Lockout Period'). Thereafter, prepayments may be made in whole only and not in part on any Business Day, provided that if such Business Day is not a Payment Date, such prepayment shall include accrued interest through the end of the next accrual period, upon 30 days' prior writen notice. From and including the wenty fifth (25th) payment date until the 36th payment date of the Intial Term, the Loan may be prepayable in whole, but not in part, (with payment of accrued interest through the end of the applicable accrual period) subject to reimbursement of LIBOR breakage costs and the payment of a Spread Maintenance Premium? shall mean an amount equal to the product of (i) the sum of (a) the LIBOR Spread of the Loan and (b) 30-Day LIBOR on the applicable Payment Date; (i) the Loan Amount; and (ii) a fraction, the numerator of which is the number of months remaining from the prepayment date to the last day of the Loan Amount; and (ii) a fraction, the numerator of which is the number of months remaining from the prepayment date in the month of the 24th monthly Payment Date and the denominator of which is 12.	elects not to pursue its Option and has received a minimum of 6 months interest at the Total Rate ("Minimum Interest"). No Minimum Interest shall be applicable at Conversion.	The Fac lity wil be pre-payable in whole or in part at any time (without premium or penally), subject only to customary reimbursement of LBGN breakage costs. The Borrower will not be permitted to re-borrow against any amounts previously repaid.
	If necessary (iii) completion and cost of completion with respect to the Project, (iv) "last dollar" repayment of 10% of the Maximum Potential Loan Amount. Such obligations will be recourse to Borrower's Sponsor or another creditivorthy person or ent ty approved by Nativis (the "Guarantor").	The Loan will be fully recourse to the Borrower and recourse to the Sponsors, on a joint and several basis for, (i) the timely and lien-free final completion of the Conversion Project in accordance with the Agent-approved plans and specifications by to be determined required milestone dates (the "Completion Guaranty"), (i) payment in full of all costs of Conversion Project, (i) and delivery of a final permanent cert ficate of occupancy for the entire project, (iv) theBorrower's obligation to fund monthly debt service (the "Interest Guaranty"), (v) the Borrower's obligation to fund monthly debt service (the "Interest Guaranty"), (v) the Borrower's obligation to timely deposit any out of balance condition as determined by Agent in its sole and absolute discretion including but not limited to any projected operating expense shortfalls (the "Rebalancing Guaranty"), (v) 15% of the total committed amount of the Loan (the "Principal Guaranty") and (vii) Lender's standard recourse carve-outs. Borrower and Guarantors will also deliver a hazardous materials indemnity.		Completion Guaranty The sponsor will provide an unconditional guaranty of (i) the timely and ienfree completion (in accordance with Lender approved plans and specifications) of the Project by the Outside Completion Date and (ii) the Borrower's obligation to fund the Completion Reserve. Recourse The Facility wil be (i) fully recourse to the Borrower, (ii) recourse to the Guarantors to the extent of the Guaranty, and (ii) fully recourse to the Guarantors in the case of standard nonrecourse carve-outs, including but not limited to fraud, misappropriation of funds, material misrepresentation, environmental matters, voluntary bankruptcy, involuntary bankruptcy, and willful misconduct. In addition, the Sponsor's shall provide a repayment equal to \$40 million (the "Principal Guaranty"). The Principal Guaranty's The Principal Guaranty's Internative the project.

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1	3 SUBORDINATE / ADDITIONAL DEBT	None perm tted	Restriction on add tional debt	No other Borrower debt permitted besides senior mortgage.	None (see Borrower Covenants)
1	4 RESERVES	insurance premiums, FF&E and ground lease rent.	Upon completion of the Conversion Project, upfront and ongoing reserves, including but not limited to, reserves for real property taxes, ground rent payments, insurance, FF&E seasonality, etc., will be determined by Agent. Subject to the results of Agent's due diligence, add tional reserves may be required.	current interest during the Initial Term (\$5.54 million).	If, after taking into effect amounts remaining in the contingency line items, based upon a percentage of completion analysis, at any time the undrawn amount of the Facility anticipated to be available for hard costs is less than the cost to complete the Project (including the payment of construction interest for the entire initial Term), Borrower shal fund a completion reserve (the "Completion Reserve") in the amount of such shortfal. The Completion Reserve will be held by the Administrative Agent as add tional collateral for the Lenders. Prior to additional loan advances being utilized, Completion Reserve funds will be disbursed by the Administrative Agent to the Borrower for the purpose of paying approved costs related to Project.
			Loan Rebalancing If at any time, based on Agent's good faith determination, the undrawn and available amount of the Loan is less than the cost to complete the Conversion Project (including the payment of Interest and operating costs during the Intial Term, and any potential operating shortfalls (including interest shortfalls) and punchlist tems anticipated during each extension period), Borrower shall fund a completion reserve (the "Completion Reserve") in the amount of such shortfall. The Completion Reserve will be held by Agent as additional collateral of the Loan. Prior to add tional Loan advances being made, and upon satisfaction of the other construction advance conditions, Completion Reserve funds will be disbursed by Agent to Borrower for the purpose of paying approved costs related to the Project.		

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15		Borrower and Natikis shall each fund 50% of Project Budget expenses until Borrower's total equity contribution is \$95,000,000; (3) Natikis shall fund 100% of the remaining Project Budget expenses up to the Maximum Potential Loan Amount	Sponsors shall contribute at least [\$75] million of equity capital to the Property prior to the initial draw under the Loan, (i) the entire amount of the Minimum In tial Equity Investment shall be contributed to the Borrower and ut lized to pay approved costs and expenses, (ii) the project shall be "in-balance" as per the "Loan Balancing" section below, and (ii) no default shall exist. Thereafter, and subject to Agent's customary loan advance procedures, Borrower will be permitted to request advances under the Loan to pay approved hard and soft costs (subject to customary retainage) incurred by the Borrower will be permitted to request advances under the Loan to pay approved hard and soft costs (subject to customary retainage) incurred by the Borrower in the redevelopment and conversion of the Property, subject to conditions to be determined in the Loan Documents. Advances shall be made no more frequently than once per month. Advance requests shall be subject to review and approval by the Agent and its construction consultant and shall be accompanied by customary supporting documentation, including lien waivers with respect to prior advances and reimbursements to Borrower.	The loan amount is contingent on a minimum cash equity investment of \$30.0 million.	Initial cash equity of \$160 million is to be funded by the Borrower prior to the initial advance under the Facility (the "In tial Equity Amount"). The In tial Equity Amount shall be satisfied as follows (1) \$30 million shal be cash equity I invested by the Borrower, (2) \$130 million shall be cash equity invested by Fortress Credit Corp. or any other mezzanine lender acceptable to Lender in it sold discretion, (3) Fortress Credit Corp. shall have the right to participate in the Facility with Lender in an amount and on terms to be determined; all proceeds after satisfaction in full of the Facility will be applied to Fortress Investment.
16		of the Loan but shall be at Borrower's cost. Nativis may engage in a secondary market transaction by participating, syndicating, selling or securitizing the Loan. Therefore, the loan documentation will contain Nativis' standard provisions requiring assistance of Borrower's Sponsor and Borrower in connection with any such secondary market transaction.	or syndicate the Loan, in whole or in part, w thout the consent of Borrower or Sponsors. Borrower	the Lender-approved, \$640 million senior construction loan ("Conversion"). Conversion shall be subject to (a) total debt including senior construction loan not to exceed \$770 million, (b)	(1) DBTCA intends to syndicate the Facility to one or more lenders either prior to or after closing. Borrower and Sponsor shall fully cooperate with such process. (2) Lender will have the right to sell, assign, syndicate or participate interest in the Loan, in whole or in part, without the consent of Borrower. Borrower shal reasonably cooperate with any such sale, assignment, syndication or participation. Any reasonable costs associated with any of these transactions will be borne by the Borrower (subject to the cap regarding syndication expenses as described in "Expenses" above).

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17	TITLE INSURANCE / SURVEY	Title insurance shall be issued by a title insurance provider selected by Natixis.	Borrower shall obtain a mortgagee's policy of title insurance (including, if requested by Agent, a mezzanine endorsement to the owner's policy of title insurance, if applicable) and Eagle 9 insurance from a title insurance company selected by Agent.	See Loan Agreement	See Other Cond tions
18	OTHER CONDITIONS	(1) Prior to closing, Natixis shall have received an executed ground lease with a 60-year initial term and two 20-year extension options, and otherwise on terms acceptable to Natixis in all respects. (2) Prior to any Advances (for hard costs or soft costs), Natixis shall have approved the sources and uses for the transaction as well as the final budget (the "Project Budget"), final plans and specifications, final construction timeline, construction contract, architect's agreement and other material contracts for the Project. (3) Other provisions customary for transactions of this type including without limitation, a bonded guaranteed maximum price contract, insurance acceptable to Natixis in its discretion, 10% retainage on at disbursements, Natixis right to approve any reallocation of line terms within the Project Budget including contingency and Natixis right to approve any change orders which in any event shall not exceed certain to be agreed upon amounts. (4) Prior to closing, Natixis shall have received a preliminary plan and cost review for the Project acceptable to Natixis. (5) Satisfactory completion of Natixis' due diligence and Natixis usual and customary conditions for transactions of this type.	See Schedule A	Financial Reporting Borrower shall provide to Lender in form and substance acceptable to Lender (a) development/operating and sales/inventory reports monthly and upon request, (b) Borrower certified quarterly financial statements and operating statements, within 45 days of the end of each quarter, each report covering such quarter to date, contrasted against budget, (c) and ted annual financial statements, within 90 days of the end of the year, and (d) such other information as Lender may reasonably request from time to time. Additionally, any and all information received from borrowers related to the property shal be made available to Lender within 5 business days of Borrower's receipt thereof.	(1) Administrative Agent shall commission and receive a FIRREA complaint real estate appraisal, which shows a "gross sell-out" value for the Project of at least \$925 million and a land value of at least \$73 milion. (2) Administrative Agent shall receive a phase I environmental report and a property condition report for the Property, and such reports shall be satisfactory to the Administrative Agent. (3) Administrative Agent (and ts construction consultant) shall review and find satisfactory the plans, budget, timeline and development agreement for the Project The Construction manger shall be Bows or another entity acceptable to the Administrative Agent, and the Project shall be subject to a bonded construction contracts (for the concrete, curtain wall, and any other trades as determined by Lender) acceptable to the Administrative Agent. Al zoning, entitlements and permits required shall be in place. Title shall be acceptable to Lender. (4) Evidence satisfactory to the Administrative Agent that the Borrower has been capitalized with a t least \$160 million of equity, \$30 million of which shall have been provided by Borrower (own which not less than \$22.5 million shall have been provided by the Sponsor). The Borrower's equity must be fully funded prior to any loan advances. (5) Administrative Agent's satisfactory review and reasonable approval of the management agreement for the Property. (7) No material adverse change in the Guarantor, the Borrower, the Property, or the financial capital markets. (8) Satisfactory loan documentation, including an environmental indemnity from the Borrower and the Guarantor, and opinions of counsel. (9) Administrative Agent's satisfactory review and approval of Borrower's beview and approval of Borrower's beview and some and approval of Borrower's beview and some and approval of Borrower's beview and approval of Bor

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19		in the Property, () at Nativis' election, a pledge of 100% of the equity hiterasts in Borrower and (iii) an assignment of all contracts, icenses, permits, plans and specification and other documentation with respect to the design and construction of the Project, with a applicable consents/will-serve letters from requested third party professionals.		partnership interest in the borrower. In addition, the Option shall be separately secured with a pleadge of partnership interest, springing guaranty, and/or other security satisfactory to Lender.	The Fac lity wil be secured by (i) a first mortgage lien on the property and all improvements thereto, (i) security interests in and, as applicable, assignments of all permiss, licenses, leases, contracts, agreements, operating accounts, receivables, interest rate hedge contracts, unit sales contracts, and any other personal property relating to the Property, and (ii) to the extent of the Borrower's interest therein, all condo sales depos ts, which shall be held in an account maintained by the Administrative Agent.
20		Prior to closing, Natixis shall be satisfied that the Project can be completed within 24 months and the loan documents will contain a covenant by Borrower to complete the Project within 24 months.		N/A	N/A
21	ASSUMABILITY / TRANSFERS			No permitted transfers, subject to terms in Loan Agreement	No transfers of interests in Borrower
22	INSPECTION & REPORTS	See Other Conditions	See Schedule A	See Expenses	See Other Cond tions
23		(1) Prior to any Advances (for hard costs or soft costs), Natixis shall have received evidence satisfactory to Natixis that all the required icenses, permits and approvals necessary for the Project have been obtained; (2) Prior to closing, Natixis shall be satisfied that the Project will comply with all applicable zoning requirements and other laws.	See Schedule A	See Other Conditions	See Other Cond tions

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24	BORROWER AND GUARANTOR COVENANTS	See Recourse / Guaranties	Customary for a Loan of this type, including but not limited to the following (1) Restrictions on liens, additional debt, and distr butions, (2) Customary monthly reporting requirements, (3) Customary property-specific insurance requirements, including flood, windstorm and acts of terrorism. In connection with the proposed construction, builders risk and other customary coverages will be provided and Agent reserves the right to require, in its sole discretion, dualobilige payment and performance bonds from any general contractor and all major subcontractors in excess of \$1200,000] with Agent named as an ob igee, (4) The Borrower shall at all times own a fee interest in the remaining real property. Sponsor shall at all times control the Borrower's Parent, (5) The Conversion Project shal be substantially completed according to a milestone schedule to be determined, (6) Agent to approve construction documentation (co lectively, "Project Documentation") in connection with the Conversion and shall be provided customary assignments of all such Project Documentation.	Typical for such financings	Customary, including but not limited to the following (1) Restriction on liens, additional debt and distributions, (2) customary monthly reporting requirements, (3) customary property-specific insurance requirements, including flood and windstorm, (4) the Borrower shall at all times control and directly or indirectly own 100% of the Property, provided condo units may be sold in the ordinary course of business, subject to the Release Price Provisions, Intrafam ly and estate planning transfers of Borrower's ownership shall be permitted, any other transfers by Borrower shall require Lenders reasonable consent (provided that Sponsor always maintains not less than 51% of the Borrower)
21	S RELEASE PAYMENTS	N/A	N/A	N/A	As a condition to the sale and collateral release of any condo units (including any non-residential condo units such as the retail or parking units), the Borrower shal be required to apply the greater of the minimum release price of 92% of the gross proceeds of such sale to repay the Facility. Minimum release prices w II be established. The commercial components of the Project may be sold or refinanced in amounts and manner as to be reasonable acceptable to Lender. The proceeds from such events shall be applied towards repayment of the Facility.

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26 PRESALE REQUIREMENTS	N/A	N/A	N/A	The initial advance under the Facility shall be subject to the Administrative Agent's recept and approval of enforceable contracts of sale for condo and parking un ts in an amount that would yield at least \$485 million of sales proceeds (the "Pre-Sale Funding Threshold"). the sale contracts, the aggregate amount of presale deposits and the aggregate amount of saleable square feet covered by such presales shall be acceptable to Lender.
27 CONSTRUCTION MANAGER		Prior to any draws under the Loan, the Borrower shall have entered into construction management agreements and/or construction contracts with (TBD) construction contractors (each, a "Contractor") salisafactory to Agent in ts sole discretion, each of which shall provide for an agreement to continue to perform on Lender's behalf provided that such Contractor is paid for ongoing work. The Contracts in the aggregate shall be sufficient to complete the Conversion Project in accordance with the approved Project Budget and the approved timeline. Any general construction contract and all major trade contracts in excess of \$520,000 shall be bonded. Retainage shall equal 10% until 50% of the Conversion Project is complete and 5% thereafter.		
28 DEVELOPMENT FEES		Development fees payable to Sponsors and their affiliates shall be paid at the completion of the Conversion Project shall be in accordance with the approved budget.		

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29 PROPERTY MANAGEMENT		The Property must at al times be managed by a hotel operator approved by Lender (a "Property Manager") pursuant to a property management agreement in form and substance satisfactory to Lender in all respects (a "Management Agreement"). The Property Manager's rights under the Management Agreement (including any right to fees thereunder) shall be subordinate to Lender's lien and to the terms and conditions of the Loan Documents, and the Property Manager shall execute an assignment and subordination agreement in form and substance acceptable to Lender in all respects. Lender shall have the right to terminate and replace the Property Manager and/or terminate the Management Agreement (i) subsequent to an event of default under the Loan Documents (after appropriate cure periods have lapsed), (ii) for cause, including but not limited to fraud, gross negligence, willful misconduct, or misappropriation of funds by the Property Manager, (iii) if the Property Manager becomes insolvent or a default under the Management Agreement. Borrower shall not make any material modification to the Management Agreement without Lender's approval. For the avoidance of doubt, Trump international shall be considered an approved Property Manager.		
30 STABILIZATION EVENT		A Stabilization Event shall have occurred upon the Property achieving a 9.0% debt yield during the In tail Term or the first extension term and an 11.0% debt yield during the second extension term, in each case, for two consecutive quarters, based on the Lender's Underwritten Net Cash Flow (the "Stab lization Event").		
31 LOW DEBT YIELD RESERVE		Following completion of the Conversion Project, the Debt Yield will be tested by Lender quarterly. Until the occurrence of the first Stabilization Event, and thereafter, if the Debt Yield, based on Underwritten Net Cash Flow, falls below 9.0% during the In tail Term or the first extension term (each, a "Low Debt Yield Trigger"), all excess cash flow after payment of all monthly amounts due under the Loan Documents (including, without limitation, taxes and insurance, debt service and required reserves) and budgeted property operating expenses will be swept to and held in a Lendercontrolled account as additional co lateral for the Loan (the "Low Debt Yield Reserve"). Upon the occurrence of a Stabilization Event, a Low Debt Yield Trigger shall cease to exist and, provided no event of default has occurred and is continuing, all amounts in the Low Debt Yield Reserve shall be released to Borrower.		
32 BORROWER REPS, WARRANTIES AND EVENTS OF DEFAULT		Customary for a Loan of this type.		
33 SPONSOR COVENANTS & REPS/WARRANTIES		Customary for a Loan of this type. The Guarantors shall be subject to certain financial covenants including net worth and iquidity covenants to be determined by Lender. Guarantors reporting shall be provided quarterly.		

TERMS	OPO - Natixis	OPO - Deutsche Bank	Chicago - Fortress	Chicago - Deutsche Bank
34 SALE, ASSIGNMENT OR PARTICIPATION		Agent will have the right to sell, assign, participate or syndicate the Loan, in whole or in part, w thout the consent of Borrower or Sponsors. Borrower and Sponsors shall reasonably and promptly cooperate in all respects with any such sale, assignment, participation, syndication or the transfer or distribution of the Loan, including, but not limited to, providing such additional information as is reasonably requested by the Agent regarding the Property, Borrower, Sponsors, or the Project and the status thereof as may be reasonably available. Any reasonable costs and expenses (including attorneys' fees and disbursements) of Agent, and all costs, expenses and legal fees incurred by Borrower and Sponsors, associated with any of the aforementioned transactions shall be horne by the Borrower and Sponsors. Each Lender shall be severally (but not jointly) responsible for funding its pro rata portion of each advance of the Loan.		
35 BIFURCATION		Provided that the in tial economic and other material terms of the Loan shal remain the same for Borrower, Lender shall have the right to (i) bifurcate the Loan into one or more (a) participations, (b) component or other notes, such as B-Notes or (c) loans, including mezzanine loans secured by a pledge of direct and indirect ownership interests, and (ii) real ocate the principal amount of the Loan among one or more mortgage loan and mezzanine loans. Sponsor agrees to cooperate with Lender in connection with the foregoing, which may require the creation of additional borrower entiles. Borrower shall be responsible for the cost of bifurcation. In the event that Agent elects to filluration to Loan, as described herein, Agent shall have the right to allocate the Co lateral among various notes and/or tranches at its discretion. Any mezzanine loan created will be secured by (i) a pledge of 100% of the direct and indirect ownership interests in the mortgage borrower, (i) a first priority collateral assignment of interest rate hedge agreement, and (iii) such other collateral as is customary for a mezzanine loan of this type.		
36 ROFO		Agent shall have a Right of First Offer to refinance the Property.		
37 EXCLUSIVITY		For a period of ninety (90) days following execution of this term sheet, Agent shall have the exclusive right to provide the Loan to Borrower. If this Exclusivity provision is violated, Agent shall be entitled to retain the entire Application Fee and, in such case, Sponsor shall, upon demand, pay the Exclusivity Fee to Agent. As used herein, "Exclusivity Fee's shall mean 1.00% of the principal amount of the Loan. This section shall be binding upon Sponsor and Borrower.		

Mar-05

On or before May 31, 2005, provided, however parties shall endeavor to close no later than April 29, 2005

\$517,000,000

\$609,000,000

3.50%

One-month LIBOR

None

Borrower shall be required to purchase from an affiliate of Agent and maintain at all times an Interest Rate Cap with notional amounts equal to amounts estimated to be outstanding under the Mortgage Loan and LIBOR str ke rates, respectively, of 4.25% during 2005, 5.75% during 2006 and 6.00% during 2007. The purchase price of the Interest Rate Cap shall be at market rate.

1st Business Day of the Month

actual/360 Basis

Base Rate (Greater of Prime or (Fed. Funds + 0.50%)) + 2.50%

Applicable Interest Rate + 5.00%

36 months

One (1), 12-month option

(1) No default or Event of Default; (2) Reps and Warrantles continue to be true and correct; (3) Borrower shall have closed sales and/or entered into Qualifying Contracts (as defined herein) for the sale of condominium units with an aggregate purchase price of not less than \$560,000,000; (4) Extension of Interest Rate Cap; (5) To the extent there are insufficient funds in the Project budget, including any line Items savings and any remaining amounts in the contingency provision, Borrower shall establish and fund an interest reserve account, a real estate tax reserve account and an insurance reserve account with sufficient funds, net of any available funds from the Project budget, to cover such expenses during the period of the Extension; and (6) Payment of Agent's reasonable third party expenses.

None, other than Release Payments

1.75% of the Loan Amount of which 1.00% shall be payable at closing with the balance of 0.75% payable at or before the earlier of (i) one hundred twenty (120) days from closing and (ii) the first Mortgage Loan disbursement.

See Subordinate / Additional Debt

\$84,000 per annum, payable monthly in advance

0.25% of the outstanding principal balance of and amounts available under the Mortgage Loan

Prepayments of the Mortgage Loan, other than Release Payments shall be subject to the fo lowing "Prepayment Fees" 3.00% during months 1-12; 2.00% during months 13-24; None, thereafter.

All of Agent's reasonable out-of-pocket expenses shall be paid by Borrower (and/or Sponsors) regardless of whether the Mortgage Loan closes. Such Expenses shall include, but are not limited to legal, appraisal, engineering, environmental, insurance consu tations, insurance premiums (including ttle insurance), site inspection, recording fees and charges (including, without limitation, mortgage tax), and costs incurred by Agent in reviewing due diligence materials, including at la consultant fees, reports and expenses. Should the Mortgage Loan fail to close as a result of Lender's default, the unused portion of the Expense Deposit (as defined herein) shall be returned to Borrower. \$300,000 Expense Deposit.

5.00% of any amount not paid when due

N/A

N/A

The Loan Amount shall not exceed 85% of total Project Costs

The Loan Amount shall not exceed 60% of the appraised net se l-out value of the residential condominium units.

N/A

N/A

See Exit Fee

Standard recourse carve-outs to Sponsors which shall be in the form of a separate guaranty and indemnity. In add tion, Sponsors shall personally provide the following forms of Credit Enhancement as provided herein. 'Credit Enhancement' Completion Guarantee, including interest and operating deficits through completion of Project, Principal Payment Guarantee of \$25,000,000 which shall be released upon Project obtaining a TCO and Borrower achieving Net Pre-Sales of \$550,000,000 for not more than 75% net saleable square footage of the hotel condominium un ts. For purposes of this requirement Net Pre-Sales shal only include Qualifying Contracts for which Borrower has received the 20% deposit.

None permitted other than Mezzanine Financing in an amount not to exceed \$42,000,000 for an entity acceptable to Agent which shall be secured solely by a pledge of the equity ownership of Borrower and not by any direct or indirect interest in the Project. Under the terms of the Mortgage Loan, Borrower and/or Sponsors shall not be prohibited from prepaying the Mezzanine Financing at anytime with proceeds other than from the sale of individual hotel condominium units. Furthermore, Borrower may utilize deposits received with respect to purchase contracts provided that (i) in accordance with Newada law, it satisfies any required bonding obligation, (ii) that not less than \$61,000,000 of Mortgage Loan proceeds have already been disbursed, and (ii) Borrower pays Agent a nonusage of 0.50% on the amount of such deposits utilized as opposed to Mortgage Loan proceeds.

Environmental, if applicable

Borrower Equt y The greater of \$92,000,000 and the difference between Project Costs and Loan Amount shall be invested in the Project prior to any funding under the Mortgage Loan. For purposes of Borrower Equt y, the Property shall be contributed at a value of \$50,412,832 and cred ted towards Borrower Equt y. The balance of Borrower Equity (approximately \$41,587,168) must be contributed in cash (and/or used to pay Project expenses, which are reasonable satisfactory to Agent, prior to the Closing Date) which may be used in the form of Mezzanine Financing (as defined herein). Any funds already advanced by Borrower and/or \$ponsors for Project expenses prior to closing shall, subject to the commercially reasonable approval of Agent, be credited towards Borrower Equity.

Agent may syndicate the Mortgage Loan, at no cost to Borrower, to one or more lenders e ther prior to or after closing. Borrower and Sponsors shall fully cooperate with Agent with regard to the Syndication. Closing and funding of the Mortgage Loan is not subject to Syndication.

Agent shall require a lender's title insurance policy from a title company approved by Agent, as well as, an ALTA survey of the Property.

Prior to initial disbursement of the Mortgage Loan, in addition to Agent's usual and customary conditions for transactions of this nature and the Presale Requirement described above, Borrower shall provide satisfactory evidence to Agent of (1) Signed and bonded GMP contract based upon plans and specs that are at least 90% complete with a general contractor which shall be acceptable to Agent in its commercially reasonable judgment (Perni is deemed acceptable); (2) Borrower has completed its HUD filing under the Interstate Land Sales Act; and (3) Curtain wall, MEP, superstructure/concrete, and foundation/excavation have been bought out and bonded.

First mortgage on the Property and the Project; assignment of all condominium related documents, including purchase contracts and security deposits; assignment of all construction related contracts, and other customary secur ty requirements for transactions of this nature.

Thirty (30) months from the first Mortgage Loan Disbursement, but no later than thirty-three (33) months from the Closing Date.

The Mortgage Loan is not assumable.

Standard for transactions of this type. All reports must be acceptable to Agent, including the scope of reliance and lim tation of liabil ty language contained herein.

Borrower must provide evidence that all applicable zoning and land use regulations and laws permit the construction, development, operation and sale of the Project on as-of-right basis and that it has obtained the necessary consents, approvals or exemptions to complete the construction and settle on the sales of condominium units by a date which shall be acceptable to Agent.

Standard for transactions of this nature including minimum combined net worth and liquidity.

Borrower shal simultaneously with the sale of any individual hotel condominium unit provide Agent with funds equal to the greatest of (i) the gross sales price less customary, arms-length, spec fied selling expenses; (ii) 95% of the gross sales price of the condominium unit, and (ii) a minimum release price for such condominium unit as stipulated in a schedule of unit release prices which shall be satisfactory to Agent and attached to the Mortgage Loan documents. In addition, Borrower must have Qualfying Contracts (as defined herein) for not less than 25% of the total number of individual hotel condominium units prior to obtaining a release of any individual hotel condominium units prior to obtaining a release of

Prior to the initial disbursement of the Mortgage Loan, Borrower must provide satisfactory evidence to Agent of "Net Pre-Sales" of at least \$517,000,000 from not more than 80% of the net saleable square footage of the hotel condominium units. "Net Pre-Sales" is an amount equal to 96% of the p purchase price of all "Qualfying Contracts" for the sale of individual hotel condominium units. A "Qualifying Contract" is a contract which is on Borrower's standard form contract which has previously been approved by Agent and which is (i) executed by a third party purchaser; (i) requires a non-refundable cash deposit equal to 20% of the purchase price (which shall be payable half (10%) upon execution of the purchase contract and the balance (10%) on or before the first anniversary of the execution of the purchase contract); (iii) provides for a purchase price which when multiplied by 96% is equal to or greater than the minimum release price set by Agent and Borrower for such hotel condominium unit; (iv) is not assignable; and (v) includes no contingencies other than completion.

A contract which includes a mortgage contingency shall not be a "Qualifying Contract" so long as such contingency is in place. For purposes of determining "Qualifying Contracts", purchase contracts with a single purchaser shal be imited to two condominium units and, in the aggregate, no more than 30% of the purchase contracts may be with purchasers of multiple units. Notwithstanding the foregoing, such limitation on multiple unit purchases by a single purchaser shall not be applicable with respect to adjacent units which can be combined into a single unit and the imitation of two units for any single purchaser shall be increased to three with respect to any reservations entered into prior to March 1, 2005.

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CHICAGO - DEUTSCHE BANK - EXHIBIT R

NOTIONAL SCHEDULE

	- I D-1-	Currency	Cap Strike	Notional
Start Date	End Date	USD	3.10%	\$ 6,433,091.00
01-Jun-05	01-Jul-05	USD	3.22%	\$ 12,897,399.54
01-Jul-05	01-Aug-05	USD	3.25%	\$ 19,666,130.13
01-Aug-05	01-Sep-05	USD	3.33%	\$ 25,545,780.24
01-Sep-05	01-Oct-05	USD	3,46%	\$ 31,589,497.92
01-Oct-05	01-Nov-05	USD	3.49%	\$ 37,482,478.85
01-Nov-05	01-Dec-05	USD	3.55%	\$ 43,318,779.49
01-Dec-05	01-Jan-06	USD	3.64%	\$ 50,579,363.33
01-Jan-06	01-Feb-06	USD	3.67%	\$ 55,757,521.22
01-Feb-06	01-Mar-06	AND DESCRIPTION OF THE PARTY OF	3,72%	\$ 62,583,091.97
01-Mar-06	01-Apr-06	USD	3.77%	\$ 71,788,894.50
01-Apr-06	01-May-06	USD	3.79%	\$ 74,362,932.15
01-May-06	01-Jun-06	USD	3.82%	\$ 82,379,440.98
01-Jun-06	01-Jul-06	USD	3.87%	\$ 95,802,093,10
01-Jul-06	01-Aug-06	USD	3.81%	\$ 109,659,665.08
01-Aug-06	01-Sep-06	USD	3.83%	\$ 124,101,931.17
01-Sep-06	01-Oct-06	USD	3.87%	\$ 139,817,259.22
01-Oct-06	01-Nov-06	USD	3.90%	\$ 155,664,376,99
01-Nov-06	01-Dec-06	USD	3.94%	\$ 171,735,014.71
01-Dec-06	01-Jan-07	USD	3,98%	\$ 189,674,597,33
01-Jan-07	01-Feb-07	USD	3,95%	\$ 207,643,421.89
01-Feb-07	01-Mar-07	USD	the same of the sa	\$ 225,764,589.99
01-Mar-07	01-Apr-07	USD	3.97%	\$ 245,089,264.53
01-Apr-07	01-May-07	USD	4.00%	\$ 255,280,435.83
01-May-07	01-Jun-07	USD	4.03%	\$ 274,865,158.29
01-Jun-07	01-Jul-07	USD	4.06%	\$ 297,088,129.16
01-Jul-07	01-Aug-07	USD	4.09%	\$ 318,770,150.82
01-Aug-07	01-Sep-07	USD	4.12%	\$ 340,935,022.61
01-Sep-07	01-Oct-07	USD	4.15%	\$ 363,748,881.62
01-Oct-07	01-Nov-07	USD	4.18%	\$ 386,752,964.51
01-Nov-07	01-Dec-07	USD	4.21%	
01-Dec-07	01-Jan-08	USD	4,23%	\$ 198,917,204.50
01-Jan-08	01-Feb-08	USD	4.26%	\$ 130,569,403.23
01-Feb-08	01-Mar-08	USD	4.17%	\$ 150,948,818.36
01-Mar-08	01-Apr-08	USD	. 4.17%	\$ 170,083,128.47