


01-30-2004

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| Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) | | 102657978 | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | | | | |
| 1. Name of conveying party(ies): <u>1-28-04</u> <u>M3CVP-Clubhouse International, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | 2. Name and address of receiving party(ies) Name: <u>MB Financial Bank, N.A.</u> Internal Address: _____ Street Address: <u>1200 N. Ashland Ave.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small> | | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 21, 2004</u> | | | | | |
| 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2678385 2588703 2578990</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lisa A. Lowe c/o Levin Ginsburg</u> Internal Address: <u>Suite 3200</u> Street Address: <u>180 N. LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> | | | 6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small> | | |
| DO NOT USE THIS SPACE | | | | | |
| 9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Lisa A. Lowe</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>January 21, 2004</u> Date </div> </div> | | | | | |

01/29/2004 LMUELLER 00000207 2678385

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**PLEDGE AGREEMENT
OF
M3CVP-CLUBHOUSE INTERNATIONAL, LLC**

THIS PLEDGE AGREEMENT (this "Agreement") dated on January 21, 2004, is between M3CVP-Clubhouse International, LLC, a Delaware limited liability company ("Pledgor") and MB FINANCIAL BANK, N.A., (the "Lender").

W I T N E S S E T H:

WHEREAS, the Lender is contemporaneously herewith entering into a Loan and Security Agreement dated the date of this Agreement (as may be amended from time to time, the "Loan Agreement"), with CLEVER IDEAS, INC., an Illinois corporation ("Borrower"), under which Lender may loan Borrower up to the maximum aggregate principal amount of Seven Million Five Hundred Thousand and no/100 Dollars (\$7,500,000.00);

WHEREAS, Pledgor is a Subsidiary of Borrower, and will benefit from the Loan Agreement, because, among other things, Borrower is authorized to invest up to Five Hundred Thousand and no/100 Dollars (\$500,000) in Pledgor per calendar year, as provided in the Loan Agreement;

WHEREAS, it is a condition to the Loan Agreement, that Pledgor execute that certain Guaranty Agreement dated the date of this Agreement (as may be amended from time to time, the "Guaranty Agreement"), pursuant to which Pledgor guarantees the payment of the Obligations of Borrower to Lender; and

WHEREAS, it is a condition of the Loan Agreement that Pledgor execute this Agreement to secure payment of the Obligations of the Borrower under the Loan Agreement, and the obligations of Pledgor to Lender under the Guaranty Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Reference is hereby made to the Loan Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined or interpreted in the Loan Agreement and not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement. Pledgor acknowledges receipt of a copy of the Loan Agreement.

2. Grant of Security Interest. As security for the full indefeasible payment in full of the Obligations, and all obligations of Pledgor to Lender, whether now or hereafter owed, Pledgor hereby assigns to the Lender, and grants to the Lender a continuing security interest in, all of the Pledgor's property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of the Pledgor's leasehold interest therein), consigned (to the extent of the Pledgor's ownership therein), arising and/or acquired, including all of the Pledgor's:

2.1 accounts, deposit accounts, chattel paper, tax refunds, contract rights, leases, leasehold interests, letters of credit, letters-of-credit rights, instruments, documents, documents of title, patents, copyrights, trademarks, tradenames, service marks, licenses, goodwill, beneficial interests, supporting obligations and general intangibles (including payment intangibles and software);

2.2 goods whose sale, lease or other disposition by the Pledgor have given rise to accounts and have been returned to or repossessed or stopped in transit by the Pledgor;

2.3 certificated and uncertificated securities, including all shares of stock and membership interests in any and all Subsidiaries (the "Pledged Interests"), including: (a) all membership interests in M3CVP-Clubhouse Lenox Square, LLC, now owned or hereafter acquired, which Pledgor represents and warrants, constitutes and will constitute one hundred percent (100%) of said company's membership interests; (b) all membership interests in M3CVP-Clubhouse Oakbrook, LLC, now owned or hereafter acquired, which Pledgor represents and warrants, constitutes and will constitute one hundred percent (100%) of said company's membership interests; (c) all membership interests in M3CVP-Clubhouse South Coast Plaza, LLC, now owned or hereafter acquired, which Pledgor represents and warrants, constitutes and will constitute one hundred percent (100%) of said company's membership interests, and (d) all membership interests in M3CVP-Clubhouse Rosemont, LLC, now owned or hereafter acquired, which Pledgor represents and warrants, constitutes and will constitute one hundred percent (100%) of said company's membership interests; and (e) any and all replacements, substitutions, distributions, and/or proceeds of and relating to such Pledged Interests;

2.4 goods, including all of its consumer goods, machinery, equipment, farm products, fixtures and inventory;

2.5 liens, guaranties and other rights and privileges pertaining to any of the Collateral;

2.6 monies, reserves, deposits, deposit accounts and interest or distributions thereon, cash or cash equivalents;

2.7 all property now or at any time or times hereafter in the possession, or under the control of the Lender or any bailee thereof;

2.8 all accessions to the foregoing, all litigation proceeds pertaining to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; and

2.9 all books, records and computer records in any way relating to the Collateral herein described.

All of the aforesaid property and products and proceeds of the foregoing, including proceeds of insurance policies insuring the foregoing, are herein individually and collectively called the "Collateral". The terms used herein to identify the Collateral shall include meanings assigned to such terms in the UCC, as of the date hereof.

3. Representations and Warranties. Pledgor hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery of this Agreement, that:

3.1 no financing statement covering any of the Collateral is on file in any public office other than as permitted under the Loan Agreement;

3.2 Pledgor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than the security interest granted hereby, with full power and authority to execute this Agreement and perform Pledgor's obligations hereunder, and to subject the Collateral to the security interest hereunder;

3.3 all information with respect to Collateral set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by Pledgor to the Lender, and all other written information heretofore or hereafter furnished by Pledgor to the Lender, is and will be true and correct in all material respects as of the date furnished;

3.4 this Agreement is a legal, valid and binding obligation of Pledgor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

3.5 with respect to the Pledged Interests, Pledgor is, and at the time of any delivery, pledge, assignment or other transfer hereunder, will be the lawful owner of the Pledged Interests, of record and beneficially;

3.6 all Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and constitute one hundred percent (100%) of all of the issued and outstanding membership interests of each of the issuers;

3.7 all membership interests in Pledgor are uncertificated and pledged to Lender as additional security for the Obligations of Borrower to Lender and the obligations of Pledgor to Lender;

3.8 Pledgor will not issue any additional membership interests, or other securities to any Person, except as permitted under the Loan Agreement;

3.9 Pledgor has not been known by any legal name different from the one set forth on the signature page of this Agreement except as previously disclosed to the Lender in writing prior to the date hereof.

4. Agreements of Pledgor. Pledgor:

4.1 will, upon request of the Lender, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed appropriate by the Lender) and do such other acts and things, all as the Lender may from time to time reasonably request, to establish and maintain a valid first priority, perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever) to secure the payment of the Obligations;

4.2 will deliver to Lender on the date hereof, the certificates, if any, representing the Pledged Interests accompanied by assignments or powers duly endorsed

in blank. To the extent the Pledged Interests are not evidenced by certificates, Pledgor has previously authorized, and hereby ratifies such authorization, Lender to file a financing statement evidencing its security interest in the Pledged Interests;

4.3 will make appropriate entries upon its financial statements and in its Books and Records disclosing the Lender's security interest in the Collateral, and disclosing Lender's security in all membership interests of Pledgor, and shall deliver to Lender such documentation as Lender may require evidencing such interests;

4.4 will promptly furnish to the Lender in reasonable detail written notice of any lien or claim made or asserted against any of the Collateral;

4.5 will reimburse the Lender for all expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by the Lender in seeking to collect or enforce any rights in respect of the Collateral;

4.6 will furnish to the Lender such information concerning the Collateral as the Lender may from time to time reasonably request;

4.7 will not sell, assign or create or permit to exist any lien or claim in any Collateral other than liens in favor of the Lender; and

4.8 will protect, preserve and maintain all rights in the Collateral, including, without limitation, the duty to prosecute and/or defend against any and all suits containing allegations respecting the validity of the Collateral;

5. Voting Rights; Distributions; Etc. Except as Lender may otherwise determine in its sole discretion:

5.1 so long as no Event of Default shall have occurred and be continuing:

5.1.1 Pledgor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Pledged Interests or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Loan Agreement; provided, however, that Pledgor shall not exercise or refrain from exercising any such right if, in the Lender's judgment, such action would have a material adverse effect on the value of the Pledged Interests or any part thereof;

5.1.2 the Pledgor shall be entitled to receive and retain any and all distributions and interest paid in respect of the Pledged Interests, but only if such are permitted by the Loan Agreement and any and all distributions and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable, or otherwise distributed in respect of, or in exchange for, any Pledged Interests, dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus, or paid-in-surplus; and cash paid, payable, or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, Pledged Interests, shall be, and shall be forthwith delivered to the Lender to hold as, additional collateral hereunder and shall, if received by Pledgor, be received in trust for the benefit of the Lender, be segregated from the other property or funds of Pledgor, and be forthwith delivered to the Lender as additional

collateral hereunder in the same form as so received (with any necessary endorsement or assignment);

5.1.3 the Lender shall execute and deliver (or cause to be executed and delivered) to the Pledgor all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to paragraph 5.1.1 above and to receive the distributions or interest payments which it is authorized to receive and retain pursuant to paragraph 5.1.2 above;

5.2 upon the occurrence and during the continuance of an Event of Default:

5.2.1 all rights of Pledgor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 5.1.1 and to receive the distributions and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 5.1.2 shall cease, and all such rights shall thereupon become vested in the Lender who shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as additional collateral such distributions and interest payments; and

5.2.2 all distributions and interest payments which are received by Pledgor shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Pledgor and shall be forthwith paid over to the Lender as additional collateral in the same form as so received (with any necessary endorsement);

5.3 if the Pledgor has the power to direct or cause the direction of the management and policies of any Subsidiaries, Pledgor agrees that it will (a) cause such issuer not to issue any membership interests, or other securities in addition to or in substitution for any Pledged Interests, except to the Pledgor and as permitted under the Loan Agreement, and (b) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional membership interests or other securities.

6. Lender Appointed Attorney-in-Fact; Indemnity. Lender, its legal representatives, beneficiaries and their respective successors and assigns, are each hereby appointed the attorney-in-fact of Pledgor, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which any such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is coupled with an interest and thereby irrevocable. Pledgor shall keep, save, protect, defend with counsel acceptable to Lender, and indemnify and hold harmless Lender and each of its officers, directors, employees, and agents, from and against any liability, cost, expense, suit, action, claim, penalty or damage which it or any of them may incur in the exercise and performance of any of Lender's powers and duties provided herein; provided, however, that the Pledgor shall not be required to indemnify Lender for any liability, cost, expense, suit, action, claim, penalty or damage resulting solely from the gross negligence and/or the willful misconduct of Lender, its officers, agents or assigns

7. Event of Default. Pledgor shall be in default under this Pledge Agreement upon the occurrence of any one (1) or more of the following events:

7.1 any representation or warranty of Pledgor hereunder shall have been or be false or misleading when made; or

7.2 the occurrence or continuance any Default or Event of Default under the Loan Agreement, Guaranty Agreement or any of the Loan Documents.

Whenever an Event of Default occurs or is continuing, the Lender may exercise from time to time any rights and remedies available to it under applicable law. Without limiting the foregoing, the Lender in addition to the rights, powers and authorities to collect the sums assigned hereunder or any other remedies or rights it may have hereunder or under the Loan Agreement, shall have all the rights and remedies of a secured party under the UCC and any other applicable law with respect to the Collateral.

8. General.

8.1 The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Pledgor requests in writing, but failure of the Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Pledgor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

8.2 All notices hereunder, to be effective, shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage and fees prepaid, to the party to be notified as follows:

If to Pledgor, then to:
M3CVP-Clubhouse International, LLC
180 North Stetson, Suite 5300
Chicago, IL 60601
Attention: Lee G. Suckow

with a copy to:
Barack Ferrazzano Kirschbaum Perlman & Nagelberg, LLC
333 West Wacker Drive, Suite 2700
Chicago, Illinois 60606
Attention: Elliot Molk

If to Lender then to:
MB Financial Bank, N.A.
1200 North Ashland Avenue
Chicago, IL 60622
Attention: Thomas R. Watts
Senior Vice President

with a copy to:
Levin Ginsburg
180 North LaSalle Street, Suite 3200

unless and until notice of another or different address shall be given as provided herein.

8.3 Pledgor agrees to pay all expenses (including reasonable attorneys' fees and legal expenses (including the non-duplicative allocated cost of internal counsel to)) paid or incurred by the Lender in endeavoring to collect the Obligations, or any obligations of Pledgor to Lender, or any part thereof, and in enforcing this Agreement against Pledgor.

8.4 No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

8.5 This Agreement shall remain in full force and effect until all Obligations have been paid in full. If at any time all or any part of any payment theretofore applied by the Lender to any of the Obligations is or must be rescinded or returned by the Lender for any reason whatsoever, such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Lender had not been made.

8.6 This Agreement has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute but one and the same document.

8.8 The obligations of Pledgor under this Agreement shall be absolute and unconditional in accordance with the terms hereof and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including: (a) any change in the time, place or manner of payment of, or in any other term of, all or any of the Obligations, any waiver, indulgence, renewal, extension, amendment or modification of or addition, consent or supplement to or deletion from or any other action or inaction under or in respect of any Loan Document; (b) any lack of validity or enforceability of the Loan Agreement or any Loan Document; (c) any furnishing of any additional security or collateral to the Lender or its assignees or any acceptance thereof or any release of any security by the Lender or its assignees; (d) any bankruptcy, insolvency, or similar

proceeding relating to the Borrower, Pledgor, or any Guarantor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not the Pledgor shall have notice or knowledge of any of the foregoing; (e) any exchange, release or nonperfection of any other collateral, or any release, or amendment or waiver of or consent to departure from any guaranty or security, for all or any of the Obligations due under the Loan Agreement; (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor; or (g) the invalidity or untruth of any representation made by any one or more of the Pledgors herein.

8.9 PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PLEDGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. ANY JUDICIAL PROCEEDING BY THE PLEDGOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

8.10 PLEDGOR AND LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

8.11 The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns.

8.12 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

8.13 No amendment to, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by Pledgor and the Lender, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.14 At the option of the Lender, this Agreement, or a carbon, photographic or other reproduction of this Agreement or of any UCC financing statement covering the Collateral or any portion thereof, shall be sufficient as a UCC financing statement and may be filed as such.

8.15 The section headings in this Agreement are inserted for convenience of reference and shall not be considered a part of this Agreement or used in its interpretation.

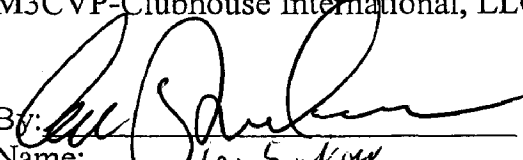
9. Release of Security Interest. Upon termination of this Agreement, the Lender shall, at Pledgor's request, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on the Collateral which has been granted hereunder.

10. Entire Agreement. This Agreement and the other Loan Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

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

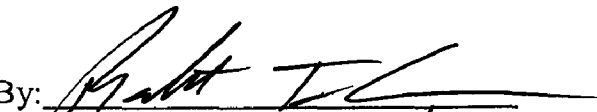
PLEDGOR

M3CVP-Clubhouse International, LLC

By: 
Name: Lee Suckow
Title: Chairman + CEO

LENDER

MB FINANCIAL BANK, N.A.

By: 
Name: Robert T. Anderson
Title: Vice President

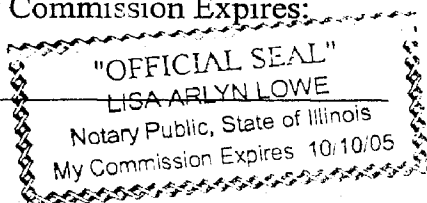
State of ILLINOIS)
)SS:
County of COOK)

I, Lisa Arlyn Lowe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lee G. Sockow, Chairman of M3CVP-Clubhouse International, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

In witness whereof, I hereunto set my hand and official seal.

Lisa Arlyn Lowe
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
)
COUNTY OF Cook)

SS.

I, Lisa Arlyn Lowe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert Anderson, V.P. of MB Financial Bank, N.A., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Witness my hand and seal this 2/day of January, 2004.

Lisa Arlyn Lowe
Notary Public

My Commission Expires:

