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FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION
AND GRANT OF RECIPROCAL RIGHTS

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS (this "Agreement") is made and entered into as of this 26th day of October, 1992 by and among (i) THE TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities ("Parcel A Owner"); (ii) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 1, 1985 and known as Trust Number 63290 ("Parcel B Owner"); (iii) NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust Number 1223-CH ("Parcel C Owner"); and (iv) DEERFIELD HOTEL LIMITED PARTNERSHIP, an Illinois limited partnership ("Parcel D Owner"; Parcel A Owner, Parcel B Owner, Parcel C Owner and Parcel D Owner collectively are referred to herein as the "Owners") on the basis of the following Recitals.

RECITALS

A. Parcel A Owner is the owner of a certain parcel in the Village of Deerfield, Cook County, Illinois which consists of approximately 12.392 acres of land and which is legally described on Exhibit 1 attached hereto and made a part hereof ("Parcel A"); and as the owner of Parcel A, Parcel A Owner is the successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust No. 61840 (the "Original Parcel A Owner"). Parcel B Owner is the owner of a certain parcel in the Village of Deerfield, Cook County, Illinois which consists of approximately 10.097 acres of land and which is legally described on Exhibit 2 attached hereto and made a part hereof ("Parcel B"). Parcel C Owner is the owner of a certain parcel in the Village of Deerfield, Cook County, Illinois which consists of approximately 6.399 acres of land and which is legally described on Exhibit 3 attached hereto and made a part hereof ("Parcel C"); and as the owner of Parcel C, Parcel C Owner is the successor to American National Bank Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust No. 63291 (the "Original Parcel C Owner"). Parcel D Owner is the owner of a certain parcel in the Village of Deerfield, Cook County, Illinois which consists of approximately 6.545 acres of land and which is legally described on Exhibit 4 attached hereto and made a part hereof ("Parcel D"); and as the owner of Parcel D, Parcel D Owner is the successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust No. 63292 (the "Original Parcel D Owner"). Parcel A, Parcel B, Parcel C and Parcel D collectively are referred to herein as the "ArborLake Project".

B. The ArborLake Project and the use and development thereof are subject to the easements and restrictions contained in that certain Amended and Restated Declaration and Grant of Reciprocal Rights dated April 18, 1988 by and among the Original Parcel A Owner, Parcel B Owner, the Original Parcel C Owner and the

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BOX 416

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THE ESTATE OF JAMES CAMPBELL

*NBD Bank, as Successor Trustee to

DEPT-01 RECORDINGS
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4342 * -03-020936
COOK COUNTY RECORDER

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Original Parcel D Owner and recorded with the Cook County, Illinois Recorder on April 18, 1988 as Document No. 88160149, as heretofore or hereafter amended, supplemented, restated and/or replaced from time to time (including, without limitation, as supplemented by that certain First Supplement thereto dated March 31, 1992 and recorded April 1, 1992 as Document No. 92219422) (the "Easement Agreement").

C. The Owners now desire to amend certain provisions of the Easement Agreement which concern the Owners' respective shares of certain costs and expenses incurred in connection with the ownership and operation of the ArborLake Project.

NOW, THEREFORE, in consideration of the Recitals set forth above, the mutual covenants and promises of the parties herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and shall be considered terms and provisions of this Agreement the same as if fully set forth in this Paragraph 1.

2. Amendment to Easement Agreement. Exhibit D and Exhibit E to the Easement Agreement, concerning the Owners' respective shares of certain expenses incurred in connection with the common parking areas and the tennis courts under the Easement Agreement, are hereby deleted in their entirety and Exhibit 5 and Exhibit 6 attached hereto and made a part hereof, respectively, are hereby substituted therefor, with the same force and effect as if Exhibit 5 and Exhibit 6 originally had been attached to and made a part of the Easement Agreement as Exhibits D and E, respectively.

3. Exculpation.

NBD Bank, as Successor Trustee to

(a) This Agreement is executed by each of NBD Trust Company of Illinois and American National Bank and Trust Company of Chicago, respectively, not personally but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustees. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of said Trustees, while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustees, nevertheless are made and intended not as personal representations, covenants, undertakings, warranties and agreements by said Trustees or for the purpose or with the intention of binding said Trustees personally, but are made and intended for the purpose of binding only the Trust Property; that this Agreement is executed and delivered by each of said Trustees not in its own right but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustees on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustees contained in this

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Agreement, express or implied, all such personal liability of said Trustees, if any, being expressly waived and released.

(b) Any liability which may arise as a consequence of the execution of this Agreement by or on behalf of the Trustees under the Will and of the Estate of James Campbell, Deceased, shall be a liability of the Estate of James Campbell ("the Estate") and not the personal liability of any trustee, employee, or beneficiary of the Estate. Notwithstanding anything to the contrary set forth in this Agreement, it is specifically understood and agreed by all parties that there shall be absolutely no personal liability on the part of the Estate with respect to any of the terms, covenants and conditions of this Agreement, and each party shall look solely to the equity, if any, of the Estate in Parcel A for the satisfaction of each and every remedy in the event of any breach by the Estate of any of the terms, covenants, and conditions of this Agreement to be performed by the Estate; such exculpation of personal liability to be absolute and without any exception whatsoever, and no other property or assets of the Estate shall be subject to levy, execution, or other enforceable procedure for the satisfaction of any party's remedies.

4. Ratification of Easement Agreement. The Easement Agreement, as amended hereby, remains in full force and effect and is hereby ratified by the Owners.

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

PARCEL A OWNER:

TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED,
acting in their fiduciary and not in their
individual capacities

APPROVED NON STANDARD FORM	
Contents:	
Checked	<u>L. Hannemann</u>
Approved	_____
Date	<u>9/29/92</u>

By: P. H. Waid
Its: _____

By: David H. McCoy
Its: Chief Executive Officer

By: R. Plumb
Its: Director, Finance & Accounting

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Agreement, express or implied, all such personal liability of said Trustees, if any, being expressly waived and released.

(b) Any liability which may arise as a consequence of the execution of this Agreement by or on behalf of the Trustees under the Will and of the Estate of James Campbell, Deceased, shall be a liability of the Estate of James Campbell ("the Estate") and not the personal liability of any trustee, employee, or beneficiary of the Estate. Notwithstanding anything to the contrary set forth in this Agreement, it is specifically understood and agreed by all parties that there shall be absolutely no personal liability on the part of the Estate with respect to any of the terms, covenants and conditions of this Agreement, and each party shall look solely to the equity, if any, of the Estate in Parcel A for the satisfaction of each and every remedy in the event of any breach by the Estate of any of the terms, covenants, and conditions of this Agreement to be performed by the Estate; such exculpation of personal liability to be absolute and without any exception whatsoever, and no other property or assets of the Estate shall be subject to levy, execution, or other enforceable procedure for the satisfaction of any party's remedies.

4. Ratification of Easement Agreement. The Easement Agreement, as amended hereby, remains in full force and effect and is hereby ratified by the Owners.

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

PARCEL A OWNER:

TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED,
acting in their fiduciary and not in their
individual capacities

APPROVED NON STANDARD FORM	
Contents:	
Checked	<u>J. Hannemann</u>
Approved	_____
Date	<u>9/29/92</u>

By: Ph. [Signature]
Its: _____

By: David H. McLaughlin
Its: Chief Executive Officer

By: R. [Signature]
Its: Director, Finance & Accounting

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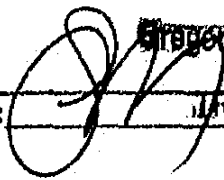
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PARCEL B OWNER:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally but
solely as Trustee under Trust Agreement dated
January 1, 1985 and known as Trust Number
63290

By:  Gregory S. Kasprzyk
Its: TRUST OFFICER

PARCEL C OWNER:

NBD TRUST COMPANY OF ILLINOIS, not
personally but solely as Trustee under Trust
Agreement dated September 12, 1991 and
known as Trust Number 1223-CH

By: _____
Its: _____

PARCEL D OWNER:

DEERFIELD HOTEL LIMITED PARTNERSHIP,
an Illinois limited partnership,

By: Coastal Hotel Group, Inc., a Delaware
corporation, General Partner

By:  _____
Its: Treasurer

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**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO**, not personally but
solely as Trustee under Trust Agreement dated
January 1, 1985 and known as Trust Number
63250

~~RE~~ MICHAEL WHELAN

RESISTANT SECRETARY

This instrument is not a contract, and it is not to be interpreted individually but solely as Testamentary, and the conditions, covenants, and stipulations herein to be performed hereinafter by the Government are to be construed as being in favor of the United States and against the individual, and in support of the individual of the duty and obligation asserted or implied hereby against the United States, its Government, and the government, individuals, corporations, institutions, organizations or individuals authorized or implied herein contained in this Testament.

ATTEST

DEPUTY CASHIER

NBD Bank, as Successor Trustee to
/ **NBD TRUST COMPANY OF ILLINOIS**, not
personally but solely as Trustee under Trust
Agreement dated September 12, 1991 and
known as Trust Number 1223-CH

BY:

Its:

TRUST OFFICER

DEERFIELD HOTEL LIMITED PARTNERSHIP,
an Illinois limited partnership,

By: Coastal Hotel Group, Inc., a Delaware corporation, General Partner

By:

Its: ~~Treasurer~~

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EXHIBIT 1

PARCEL A LAND DESCRIPTION

Lot 1 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

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EXHIBIT 2

PARCEL B LAND DESCRIPTION

Lot 2 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

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EXHIBIT 3

PARCEL C LAND DESCRIPTION

Lot 3 in ArborLake Centre, being a subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 14, 1985 as Document Number 27475383 (except the portion thereof conveyed to the Illinois State Toll Highway Authority pursuant to Trustee's Deed dated February 27, 1991 and recorded July 15, 1991 as Document Number 91351060), in Cook County, Illinois.

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EXHIBIT 4

PARCEL D LAND DESCRIPTION

Lot 4 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to a plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

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EXHIBIT 5

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REVISED EXHIBIT D TO THAT CERTAIN AMENDED AND RESTATED DECLARATION AND GRANT TO RECIPROCAL RIGHTS DATED APRIL 18, 1988 AND RECORDED WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS ON APRIL 25, 1988 AS DOCUMENT NO. 88160149

PROPORTIONATE SHARE OF THE OWNERS OF INDIVIDUAL PARCEL A, PARCEL B AND PARCEL C RELATING TO THE COMMON PARKING AREAS AND THE TENNIS COURTS

For the purposes of this Exhibit D, if the building on Parcel B is substantially completed before the building on Parcel C, the "First Parcel" shall refer to Parcel B and the "Second Parcel" shall refer to Parcel C. If the building on Parcel C is substantially completed before the building on Parcel B, the "First Parcel" shall refer to Parcel C and the "Second Parcel" shall refer to Parcel B.

- D. From inception until the substantial completion of the First Parcel (the "First Completion"):

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	50%
Parcel B	25%
Parcel C	25%

- E. During the period between the First Completion and the substantial completion of the Second Parcel (the "Second Completion"):

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	40%
First Parcel	40%
Second Parcel	20%

- F. Upon the Second Completion:

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	33 1/3%
First Parcel	33 1/3%
Second Parcel	33 1/3%

For purposes of this Amendment, a building shall be deemed "substantially completed" at such time as the Village shall issue an occupancy certificate for the "shell and core" or such other permission to occupy.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Patrick J. McCloskey & George M. Wood, Trust Officer / Deputy Cashier of NBD Trust Company of Illinois, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust Number 1223-CH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer & Deputy Cashier, respectively, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Deputy Cashier then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of October, A.D. 1993.

Joan M. Dicosola
Notary Public

My Commission Expires:



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STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, Arness M. Krause, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Graham Hershman, personally known to me to be the President Treasurer of Coastal Hotel Group, Inc., a corporation of the State of Delaware and general partner of Deerfield Hotel Limited Partnership, an Illinois limited partnership, and CHRISTOPHER Q STEPHAN, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said Instrument as President and Secretary of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said Corporation, as general partner of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of July, A.D. 1991.

Arness M. Krause
Notary Public

My Commission Expires:

10/2/94

" OFFICIAL SEAL "
ARNESS M. KRAUSE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/2/94

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STATE OF ILLINOIS)

COUNTY OF COOK)

SS.

L. M. SOVIENSKI

I, L. M. SOVIENSKI, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Gregory S. Kasprzyk, TRUST OFFICER, Assistant Secretary of First American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated January 1, 1985 and known as Trust Number 63290, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER, Assistant Secretary appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said TRUST OFFICER, Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of March, A.D. 1993.

L. M. Sovieniski

Notary Public

My Commission Expires:



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STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

On this 26th day of October, 1992, before me appeared P. R. Cassidy, David H. McCoy, and R. Plumb, to me personally known, who, being by me duly sworn did say that P. R. Cassidy is a Trustee under the Will and of The Estate of James Campbell, Deceased, and David H. McCoy and R. Plumb are the Chief Executive Officer and Director, Finance & Accounting, respectively, of the Trustees under the Will and of The Estate of James Campbell, Deceased; that the foregoing instrument was signed by each of the persons above listed as appearing before me in the respective capacity above indicated as the free act and deed of said Trustee; and that David H. McCoy and R. Plumb acknowledged said instrument to have been signed with the authority of and as the free act and deed of said Trustees.

Lidia J. Hannemann
Notary Public, State of Hawaii

My Commission expires: Feb. 11, 1996

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CONSENT AND SUBORDINATION TO FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS

Bank Leumi Le-Israel, B.M., being the mortgagee of "Parcel B," as described in the foregoing First Amendment to Amended and Restated Declaration and Grant of Reciprocal Rights (the "First Amendment"), pursuant to the following described mortgage(s):

Mortgage, Assignment of Rents, Leases and Profits and Security Agreement, dated September 29, 1989 and recorded with the Cook county, Illinois Recorder of Deeds on October 4, 1989 as Document No. 89-469790, as modified by (i) First Modification thereto dated October 4, 1991 and recorded on November 27, 1991 as Document No. 91-624473, and (ii) Second Modification thereto dated May 20, 1992 and recorded June 18, 1992 as Document No. 92-442262

as heretofore or hereafter amended (collectively, the "Mortgage") hereby consents to the First Amendment and confirms that the Mortgage is and shall remain subordinate to the terms and provisions of the Amended and Restated Declaration and Grant of Reciprocal Rights, as amended, except to the extent expressly provided therein.

BANK LEUMI LE-ISRAEL, B.M.

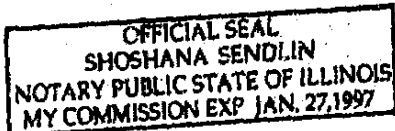
By: Sam Adoniy

Its: Vice President

Subscribed and Sworn to before
me this 17 day of March 1993:

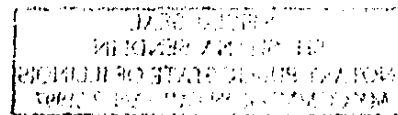
Shoshana Sendlin
Notary Public

My Commission Expires: 1/27/97



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EXHIBIT 6 0 2 0 9 3 6

REVISED EXHIBIT E TO THAT CERTAIN AMENDED AND RESTATED DECLARATION
AND GRANT OF TO RECIPROCAL RIGHTS DATED APRIL 18, 1988 AND RECORDED
WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS ON APRIL 25, 1988
AS DOCUMENT NO. 88160149

PROPORTIONATE SHARE OF THE OWNERS OF THE PARCELS RELATING TO THE PAYMENT OF CERTAIN EXPENSES

For the purposes of this Exhibit E, if the building on Parcel B is substantially completed before the building on Parcel C, the "First Parcel" shall refer to Parcel B and the "Second Parcel" shall refer to Parcel C. If the building on Parcel C is substantially completed before the building on Parcel B, the "First Parcel" shall refer to Parcel C and the "Second Parcel" shall refer to Parcel B.

- I. From inception until the substantial completion of the First Parcel (the "First Completion"):

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	1/2 of 74%
Parcel B	1/4 of 74%
Parcel C	1/4 of 74%
Parcel D	26%

- II. During the period between the First Completion and the substantial completion of a the Second Parcel (the "Second Completion"):

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	2/5 of 74%
First Parcel	2/5 of 74%
Second Parcel	1/5 of 74%
Parcel D	26%

- III. Upon the Second Completion:

<u>Parcel</u>	<u>Proportionate Share</u>
Parcel A	1/3 of 74%
First Parcel	1/3 of 74%
Second Parcel	1/3 of 74%
Parcel D	26%

For the purposes of this Amendment, a building shall be deemed "substantially completed" at such time as the Village shall issue an occupancy certificate for the "shell and core" or such other permission to occupy.