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This Instrument Prepared By and
Upon Recordation, Return To:
Richard Madden, Esq.
Cadwalader, Wickersham & Taft LLP
227 West Trade Street
Suite 2400
Charlotte, North Carolina 28202



Doc#: 0608745083 Fee: \$130.50
Eugene "Gene" Moore RHSP Fee:\$10.00
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LOAN ASSUMPTION
AND
SUBSTITUTION AGREEMENT

Date: As of March 24, 2006
Location: Chicago Marriott Downtown Magnificent Mile
540 North Michigan Avenue
Chicago, Illinois

Lawyers Unit # 11344 Case # 10841153

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LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT

THIS LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT (this "Agreement") is made and entered into as of March 24, 2006, by and among DIAMONDROCK CHICAGO OWNER, LLC, a Delaware limited liability company, having an address at c/o DiamondRock Hospitality Company, 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817, as co-borrower ("Owner") and DIAMONDROCK CHICAGO TENANT, LLC, a Delaware limited liability company, having an address at c/o DiamondRock Hospitality Company, 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817, as co-borrower ("Operating Lessee"; together with Owner and their respective successors and/or assigns, "Assuming Borrower"), DIAMONDROCK HOSPITALITY LIMITED PARTNERSHIP, a Delaware limited partnership and BLOODSTONE TRS, Inc., a Delaware corporation having an address at 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817 (individually and collectively, if more than one, "Assuming Indemnitor"), CHICAGO 540 HOTEL, L.L.C., having an address at c/o LaSalle Hotel Properties, 3 Bethesda Metro Center, Site 1200 South, Bethesda, Maryland 20814 ("Original Borrower"), and CARLYLE REALTY PARTNERS II, L.P., CARLYLE REALTY QUALIFIED PARTNERS II, L.P., CARLYLE REALTY QUALIFIED PARTNERS II (A), L.P. AND CARLYLE REALTY FOREIGN INVESTORS II, L.P., each a Delaware limited partnership and LASALLE HOTEL OPERATING PARTNERSHIP, L.P., a Delaware limited partnership (individually and collectively, if more than one, "Original Indemnitor") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, whose mailing address is c/o Wachovia Securities, Structured Products Servicing, 8739 Research Drive-URP4, Charlotte, NC 28288-1075 (28262-1075 for overnight deliveries ("Lender").

Recitals

A. Lender, pursuant to the Loan Documents (as hereinafter defined) made a loan to Original Borrower in the original principal amount of \$190,000,000.00 (the "Loan"). The Loan is evidenced and secured by the following documents executed in favor of Lender by Original Borrower:

- (1) Promissory Note dated February 22, 2006, payable by Original Borrower to Lender in the original principal amount of \$190,000,000.00 (the "Note");
- (2) Mortgage, Security Agreement, Assignment of Rents and Fixture Filing of even date with the Note, granted by Original Borrower to Lender, recorded as Document 0605945123 in the real estate records of Cook County, Illinois ("Recorder's Office") (the "Mortgage");
- (3) Assignment of Leases and Rents of even date with the Note granted by Original Borrower to Lender, recorded as Document 060594124 in the Recorder's Office (the "Assignment");
- (4) UCC-1 financing statement with Original Borrower as debtor and Lender as secured party, filed with the Recorder's Office as Document 060594126 (the "Financing Statement");

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- (5) Guaranty Agreement by and between Original Indemnitor and Lender of even date with the Note (the "Indemnity Agreement"); and
- (6) Central Account Agreement by and between Original Borrower and Lender of even date with the Note (the "Central Account Agreement").

The foregoing documents, together with any and all other documents executed by Original Borrower and/or Original Indemnitor in connection with the Loan, are collectively called the "Loan Documents." As used herein, the term "Assuming Obligors" shall mean Assuming Borrower and Assuming Indemnitor; the term "Original Obligors" shall mean Original Borrower and Original Indemnitor.

B. Original Borrower continues to be the owner of the Property (as defined in the Mortgage and more particularly described in Exhibit A attached hereto).

C. Pursuant to Section 9.04 of the Mortgage, Original Borrower has the right to sell the Property to a third party subject to the satisfaction of certain conditions specified therein. Original Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents.

D. Lender is willing to consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents, on and subject to the terms and conditions set forth in this Agreement and in the Mortgage and in the other Loan Documents.

E. Lender, Original Obligors and Assuming Obligors by their respective executions hereof, evidence their consent to the transfer of the Property to Assuming Borrower and the modification and assumption of the Loan Documents as hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Pledge of Collateral.

As security for the due and punctual payment and performance of all of the Debt (as defined in the Mortgage) and the performance of all other covenants, obligations and liabilities of Assuming Borrower pursuant to the Loan Documents, each Assuming Borrower does hereby irrevocably grant, bargain, sell, alien, demise, release, convey, assign, transfer, deed, hypothecate, pledge, set over, warrant, mortgage and confirm to Lender, all right, title and

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interest of such Assuming Borrower in and to all of the following property, rights, interests and estates:

(a) the Property; and

(b) all of Operating Lessee's estate, right, title and interest in, and under that certain Lease Agreement more particularly described on Exhibit B attached hereto (the "Operating Lease") and the leasehold estate created thereby in the real property leased thereby (the "Operating Leasehold Land"), together with all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs and replacements now or hereafter erected on the Operating Leasehold Land and together with all appurtenances including, but not limited to (i) extension, renewal, modification and option rights, and all of the estate and right of Operating Lessee of, in, and to the Operating Leasehold Land under and by virtue of the Operating Lease, (ii) all credits to and deposits of Operating Lessee under the Operating Lease and all other options, privileges and rights granted and demised to Operating Lessee under the Operating Lease, (iii) all the right or privilege of Operating Lessee to terminate, cancel, surrender or merge the Operating Lease, and (iv) all rights of Operating Lessee under the Operating Lease in connection with any bankruptcy or insolvency proceeding of the Operating Lessee under the Operating Lease, if any;

2. Representations, Warranties, and Covenants of Original Obligors, Release of Lender.

(a) Original Obligors hereby represent to Lender, as of the date hereof, that (i) simultaneously with the execution and delivery hereof, Original Borrower has conveyed and transferred all of the Property to Owner and Operating Lessee, as the case may be; (ii) simultaneously with the execution and delivery hereof, Original Borrower has assigned and transferred to Operating Lessee or Owner, as the case may be, all leases, tenancies, security deposits and prorated rents of the Property in effect as of the date hereof ("Leases"); (iii) Original Borrower has not received a mortgage from Assuming Borrower encumbering the Property to secure the payment of any sums due Original Borrower or obligations to be performed by Assuming Borrower; (iv) the Mortgage is a valid first lien on the Property for the remaining unpaid principal amount of the Loan and all other amounts as stated therein; (v) there are no defaults by them under the provisions of the Loan Documents; (vi) there are no defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Documents; (vii) all provisions of the Loan Documents are in full force and effect, except as modified herein; (viii) there are no subordinate liens of any kind covering or relating to the Property nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received; and (ix) the representations and warranties made by Original Obligors in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents, including, without limitation, all representations and warranties with respect to environmental matters, are true, on and as of the date hereof, with the same force and effect as if made on and as of the date hereof.

(b) Original Obligors hereby covenant and agree that: (i) from and after the date hereof, Lender may deal solely with Assuming Obligors in all matters relating to the Loan,

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the Loan Documents, and the Property; (ii) they shall not at any time hereafter take (x) a mortgage or other lien encumbering the Property or (y) a pledge of direct or indirect interests in Assuming Borrower from Assuming Obligors to secure any sums to be paid or obligations to be performed by Assuming Obligors so long as any portion of the Loan remains unpaid; and (iii) Lender has no further duty or obligation of any nature relating to this Loan or the Loan Documents to Original Obligors.

Original Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

Representations, Warranties, and Covenants of Assuming Obligors.

(a) Assuming Obligors hereby represent and warrant to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, Operating Lessee and Owner have purchased from Original Borrower all of the Property, as the case may be, and Operating Lessee or Owner has accepted Original Borrower's assignment of the Leases; (ii) Operating Lessee or Owner has assumed the performance of Original Borrower's obligations under the Leases; (iii) Assuming Borrower has not granted to Original Borrower (x) a mortgage or other lien upon the Property or (y) a pledge of direct or indirect interests in the Assuming Borrower to secure any debt or obligations owed to Original Borrower; (iv) to the knowledge of Assuming Obligors, no Default or Event of Default (each as defined in the Mortgage) has occurred or is continuing; (v) to the knowledge of Assuming Obligors, all provisions of the Loan Documents are in full force and effect; (vi) to the knowledge of Assuming Obligors, the representations and warranties made in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents are true, on and as of the date hereof; and (vii) Assuming Obligors have reviewed all of the Loan Documents and consent to the terms thereof.

(b) Assuming Borrower shall not hereafter, without Lender's prior consent in accordance with the terms of the Loan Documents, further encumber the Property or sell or transfer the Property or any interest therein, except as may be specifically permitted in the Loan Documents. Assuming Obligors have no knowledge that any of the representations and warranties made by the Original Obligors herein are untrue, incomplete, or incorrect.

(c) Assuming Indemnitor hereby represents and warrants to the Lender that Assuming Indemnitor is an affiliate of the Assuming Borrower and Assuming Indemnitor will derive substantial economic benefit from the Lender's agreement to consent to the transaction described herein. Assuming Indemnitor hereby acknowledges and agrees that Assuming Indemnitor has executed this Agreement and agreed to be bound by the covenants and agreements set forth herein in order to induce Lender to consent to the transaction described herein. Accordingly, Assuming Indemnitor acknowledges that Lender would not consent to the transaction described herein without the execution and delivery by Assuming Indemnitor of this Agreement.

Assuming Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

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4. Assumption of Obligations of Borrower. Assuming Borrower hereby assumes the Debt (as defined in the Mortgage) and Assuming Borrower hereby assumes all the other respective past, present and future obligations of Original Borrower of every type and nature set forth in the Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents applicable to the "Borrower", in accordance with their respective terms and conditions, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents to which Original Borrower is a party had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay when and as due all sums due under the Note and agrees to pay, perform, and discharge each and every other obligation of payment and performance of the "Borrower" pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of their obligations under the Loan Documents, as applicable; (ii) there are no monetary encumbrances or liens of any kind or nature against the Property except those created by the Loan Documents; and (iii) all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein.

5. Assumption of the Obligations of the Indemnitor under the Indemnity Agreement; Substitution of Indemnitor. From and after the date of this Agreement, Assuming Indemnitor shall be obligated and responsible for the performance of each and all of the obligations and agreements of the "Indemnitor", "Guarantor" and/or "Principal" (collectively referred to herein as "Indemnitor") under the Indemnity Agreement and the other Loan Documents to which Original Indemnitor is a party, and Assuming Indemnitor shall be liable and responsible for each and all of the liabilities of Indemnitor thereunder, and shall be substituted in lieu of and in place of Original Indemnitor, as fully and completely as if Assuming Indemnitor had originally executed and delivered such Loan Documents as Indemnitor thereunder, including, without limitation, all of those obligations, agreements and liabilities which would have, but for the provisions of this Substitution Agreement, been the obligations, agreements and liabilities of Original Indemnitor, without regard to when such obligations, agreements and liabilities arise, accrue or have arisen or accrued, and without regard to the Indemnitor then responsible or liable therefor at the time of such accrual. From and after the date hereof, Assuming Indemnitor further agrees to abide by and be bound by all of the terms of the Loan Documents having reference to Indemnitor, all as though each of the Loan Documents to which Original Indemnitor is a party had been made, executed, and delivered by Assuming Indemnitor as Indemnitor. From and after the date hereof, Assuming Indemnitor hereby agrees to pay, perform, and discharge each and every obligation of payment and performance of Indemnitor under, pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided.

6. Notices to Indemnitor. Without amending, modifying or otherwise affecting the provisions of the Loan Documents except as expressly set forth herein, Lender

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shall, from and after the date of this Agreement, deliver any notices to Indemnitor which are required to be delivered pursuant to the Loan Documents, or are otherwise delivered by the Lender thereunder at Lender's sole discretion, to Assuming Indemnitor's address set forth above.

7. Consent to Conveyance, Assumption and Substitution of Indemnitor; Release of Original Obligors. Subject to the terms and conditions set forth in this Agreement, Lender consents to: (a) the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents; (b) the assumption by Assuming Borrower of the Loan and the obligations of Original Borrower under the Loan Documents; and (c) the assumption by Assuming Indemnitor of the obligations of the Original Indemnitor under the Loan Documents to which Original Indemnitor is a party. The Original Obligors are hereby released from any liability to Lender under any and all of the Loan Documents arising or first accruing subsequent to the transfer of the Property to Assuming Borrower and the assumption by Assuming Borrower and Assuming Indemnitor hereunder. Lender's consent to such transfer and assumption shall, however, not constitute its consent to any subsequent transfers of the Property. Original Obligors hereby acknowledge and agree that the foregoing release shall not be construed to release Original Obligors from any personal liability under the Note or any of the other Loan Documents for any acts or events occurring or obligations arising prior to or simultaneously with the closing of the transaction described herein.

8. Release and Covenant Not to Sue. Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, hereby release and forever discharge Lender, any trustee of the Loan, any servicer of the Loan, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders and agents of each of the foregoing (collectively, the "Lender Parties"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities demands or causes of action of any nature, at law or in equity, known or unknown, which Original Obligors and Assuming Obligors now have by reason of any cause, matter, or thing through and including the date hereof, including, without limitation, matters arising out of or relating to: (a) the Loan, including, without limitation, its funding, administration and servicing; (b) the Loan Documents; (c) the Property; (d) any reserve and/or escrow balances held by Lender or any servicers of the Loan; or (e) the sale, conveyance, assignment and transfer of the Property. Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

9. Acknowledgment of Indebtedness. This Agreement recognizes the reduction of the principal amount of the Note and the payment of interest thereon to the extent of payments made by Original Borrower prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of the Note is \$190,000,000 and interest on the Note is paid to March 8, 2006. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a

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valid and existing indebtedness payable by Assuming Borrower to Lender. The parties acknowledge that Lender is holding the following escrow and/or reserve balances:

Tax Escrow: \$486,752.37

The parties acknowledge and agree that Lender shall continue to hold the escrow and reserve balances for the benefit of Assuming Borrower in accordance with the terms of the Loan Documents. Original Obligors covenant and agree that the Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such escrow and/or reserve balances. Original Obligors hereby release and forever discharge the Lender Parties from any obligations to Original Obligors relating to such escrow and/or reserve balances. Assuming Obligors acknowledge and agree that the funds listed above constitute all of the reserve and escrow funds currently held by Lender with respect to the Loan and authorize such funds to be transferred to an account controlled by Lender for the benefit of Lender and Assuming Borrower.

The parties further acknowledge and agree that Lender shall direct the Bank (as defined in the Central Account Agreement) to continue to hold and manage the accounts established pursuant to the Central Account Agreement for the benefit of Assuming Borrower in accordance with the terms thereof. Original Obligors covenant and agree that the Bank and Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such accounts. Original Obligors hereby release and forever discharge the Bank and Lender from any obligations to Original Obligors relating to such accounts.

10. Modifications of the Loan Documents. The Mortgage is hereby modified as follows:

(a) Section 11.01 of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Notices. All notices, demands, requests or other written communications hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee addressed as follows:

If to Owner:	DiamondRock Chicago Owner, LLC c/o DiamondRock Hospitality Company 6903 Rockledge Drive, Suite 800 Bethesda, Maryland 20817 Attention: Michael Schecter Telephone No.: 240-744-1150 Facsimile No.: 240-744-1199
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With a copy to: Willkie Farr & Gallagher LLP
 787 Seventh Avenue
 New York, NY 10019
 Attention: Steven D. Klein, Esq.
 Telephone No.: 212-728-8221
 Facsimile No.: 212-728-8111

If to Operating
 Lessee:

DiamondRock Chicago Tenant, LLC
 c/o DiamondRock Hospitality Company
 6903 Rockledge Drive, Suite 800
 Bethesda, Maryland 20817
 Attention: Michael Schecter
 Telephone No.: 240-744-1150
 Facsimile No.: 240-744-1199

With a copy to: Willkie Farr & Gallagher LLP
 787 Seventh Avenue
 New York, NY 10019
 Attention: Steven D. Klein, Esq.
 Telephone No.: 212-728-8221
 Facsimile No.: 212-728-8111

If to Lender: Wachovia Bank, National Association
 c/o Wachovia Securities, Structured Products Servicing,
 8739 Research Drive, CRP4,
 Charlotte, NC 28288-1075 (28262-1075 for overnight
 deliveries)

with a copy to: Cadwalader, Wickersham & Taft LLP
 227 West Trade Street
 Suite 2400
 Charlotte, NC 28202
 Attn: Richard Madden, Esq.

All notices, demands and requests shall be effective (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in the United States mail as provided above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America."

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(b) The Mortgage is hereby modified to substitute the name and address (as listed above) of Assuming Borrower, as Debtor, in place of the Debtor name and address set forth therein.

(c) The following definitions, set forth in Section 1.01 of the Mortgage, are hereby deleted in their entirety: "Carlyle", "Carlyle Entitles", "Carlyle Guarantors", "Carlyle GP", "LaSalle", "LaSalle Guarantor", "Sole Member".

(d) The following definition of "Corporate Transaction" is hereby added to Section 1.01 of the Mortgage:

"Corporate Transaction" shall mean, with respect to DRHC, a merger, consolidation, asset sale or reorganization.

(e) The definition of "Management Agreement", set forth in Section 1.01 of the Mortgage, is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Management Agreement" shall mean that certain Management Agreement dated March 24, 2006 and effective as of 12:00 a.m. March 25, 2006, by and between Operating Lessee and Marriott Hotel Services, Inc., a Delaware corporation, as amended by that certain First Amendment to Management Agreement dated March 24, 2006 and effective as of 12:00 a.m. March 25, 2006, by and between Operating Lessee and Marriott Hotel Services, Inc., a Delaware corporation, as affected by that certain Funding Agreement dated as of June 14, 2004, by and between Original Borrower, Chicago 540 Lessee, Inc. and Marriott Hotel Services, Inc. (as assigned to Operating Lessee on the date hereof; herein, the "Funding Agreement") or any replacement agreement pertaining to the management and leasing of the Property entered into in accordance with this Security Instrument.

(f) The definition of "Mez Loan", set forth in Section 1.01 of the Mortgage, is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Mez Loan" shall mean that certain mezzanine loan from Wachovia Bank, National Association to DiamondRock Chicago Tenant Holdings, LLC and DiamondRock Chicago Owner Holdings, LLC which is evidenced by that certain promissory note dated as of February 22, 2006 by Chicago 540 Hotel, L.L.C. (as amended and assigned to Assuming Borrower, as maker, by Allonge dated as of March 24, 2006, and which is secured by a first priority pledge of the direct or indirect ownership interest of such Persons in Borrower."

(g) The definition of "Operating Lease", set forth in Section 1.01 of the Mortgage, is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Operating Lease" shall mean that certain Lease Agreement dated March 24, 2006 between Borrower and Operating Lessee as the same may be amended from time to time and any subsequent Lease at the Property pursuant to which a Person assumes responsibility for the operation and management of the Property, as the same may be amended from time to time."

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(h) The definition of “Operating Lessee”, set forth in Section 1.01 of the Mortgage, is hereby deleted in its entirety and the following is hereby substituted in its stead:

“Operating Lessee” shall mean DiamondRock Chicago Tenant, LLC, a Delaware limited liability company.”

(i) The following definition of “Owner Agreement” is hereby added to Section 1.01 of the Mortgage:

“Owner Agreement” shall mean that certain Owner Agreement among Owner, Operating Lessee and Manager dated as of the date hereof.”

(j) Subsection (g) of the definition of “Permitted Transferee”, set forth in Section 1.01 of the Mortgage, is hereby deleted in its entirety.

(k) Section 2.02(g)(viii)(E) of the Mortgage is hereby deleted in its entirety.

(l) Section 2.02(g)(xiii) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“Borrower, Operating Lessee and, if applicable, each General Partner, have not at any time since their formation assumed, guaranteed or held themselves out to be responsible for, and will not assume, guarantee or hold themselves out to be responsible for the liabilities or the decisions or actions respecting the daily business affairs of their partners, shareholders or members or any predecessor company, corporation or partnership, each as applicable, any Affiliates, or any other Persons. Borrower has not at any time since its formation acquired, and will not acquire, obligations or securities of its partners or shareholders, members or any predecessor company, corporation or partnership, each as applicable, or any Affiliates. Borrower, Operating Lessee and, if applicable, each General Partner have not at any time since their formation made, and will not make, loans to its partners, members or shareholders or any predecessor company, corporation or partnership, each as applicable, or any Affiliates of any of such Persons, and, if applicable, each General Partner, have no known contingent liabilities nor do they have any material financial liabilities under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Person is a party or by which it is otherwise bound other than under the Loan Documents.”

(m) Section 2.02(m) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“Transaction Brokerage Fees. Borrower has not dealt with any financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Security Instrument. All brokerage fees, commissions and other expenses payable in connection with the transactions contemplated by the Loan Documents have been paid in full by Borrower contemporaneously with the execution of the Loan Documents and the funding of the Loan. Borrower hereby agrees to indemnify and hold Lender harmless for, from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from (i) a claim by any Person that such Person acted on behalf of Borrower in connection with the transactions contemplated herein or (ii) any breach of the

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foregoing representation. The provisions of this subsection (m) shall survive the repayment of the Debt.”

(n) Section 2.02 of the Mortgage is hereby amended to add the following subsection (x):

“Owner Agreement. Neither Borrower nor Operating Lessee shall amend, modify or waive any provision of the Owner Agreement without the prior written consent of Lender which consent may be withheld in Lender’s sole discretion. Neither Borrower nor Operating Lessee shall terminate the Owner Agreement or consent to the termination of the Owner Agreement by any party thereto without the prior written consent of the Lender, which consent may be withheld in Lender’s sole discretion. Neither Borrower nor Operating Lessee shall pledge, transfer, assign, mortgage, encumber, or allow to be encumbered its interest in the Owner Agreement or any interest therein without the prior written consent of the Lender, which consent may be withheld in the Lender’s sole discretion. Neither Borrower nor Operating Lessee shall consent to any assignment by any party to the Owner Agreement of such party’s interest in the Owner Agreement or its right and interests thereunder.”

(o) Section 2.05 (b) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“Title. Borrower has, subject only to the Permitted Encumbrances, good, insurable and marketable fee simple title to the Premises, Improvements and Fixtures (collectively, the “Realty”) and to all easements and rights benefiting the Realty and has the right, power and authority to mortgage, encumber, give, grant, bargain, sell, alien, enclose, convey, confirm, pledge, assign, and hypothecate the Property. Borrower will preserve its interest in and title to the Property and will forever warrant and defend the same to Lender against any and all claims made by, through or under Borrower and will forever warrant and defend the validity and priority of the lien and security interest created herein against the claims of all Persons whomsoever claiming by, through or under Borrower. The foregoing warranty of title shall survive the foreclosure of this Security Instrument and shall inure to the benefit of and be enforceable by Lender in the event Lender acquires title to the Property pursuant to any foreclosure. In addition, there are no outstanding options or rights of first refusal to purchase the Property or Borrower’s ownership thereof.”

(p) Section 2.05(d) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“Casualty; Flood Zone. Except as disclosed in the engineering report for the Property previously delivered to Lender in connection with the origination of the Loan to Original Borrower, to the best of Borrower’s knowledge after commercially reasonable due inquiry, the Realty is in good repair and free and clear of any damage, destruction or casualty (whether or not covered by insurance) that would materially and adversely affect the value of the Realty or the use for which the Realty was intended, there exists no structural or other material defects or damages in or to the Property and Borrower has not received any written notice from any insurance company or bonding company of any material defect or inadequacies in the Property, or any part thereof, which would materially and adversely affect the insurability of the

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same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond. To the best of Borrower's knowledge after commercially reasonable due inquiry, no portion of the Premises is located in an "area of special flood hazard," as that term is defined in the regulations of the Federal Insurance Administration, Department of Housing and Urban Development, under the National Flood Insurance Act of 1968, as amended (24 CFR § 1909.1). The Premises does not lie in a 100 year flood plain that has been identified by the Secretary of Housing and Urban Development or any other Governmental Authority."

(q) Section 2.05(g) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Use. To the best of Borrower's knowledge after commercially reasonable due inquiry, the existence of all Improvements, the present use and operation thereof and the access of the Premises and the Improvements to all of the utilities and other items referred to in paragraph (k) below are in compliance in all material respects with all Leases affecting the Property and all applicable Legal Requirements, including, without limitation, Environmental Statutes, Development Laws and Use Requirements. Except as previously disclosed to Lender in writing prior to the Closing Date, Borrower has not received any notice from any Governmental Authority alleging any uncured violation relating to the Property of any applicable Legal Requirements. In the event that Borrower has received any notices from any Governmental Authority alleging an uncured violation relating to the Property or any applicable Legal Requirement, no such violation could have a Material Adverse Effect."

(r) Section 2.05(h) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Licenses and Permits. To the best of Borrower's knowledge after commercially reasonable due inquiry and except as set forth in that certain letter from Marriott Hotel Services, Inc. to Original Borrower dated March 21, 2006, Borrower, Manager or Operating Lessee currently holds and will continue to hold all certificates of occupancy, licenses, registrations, permits, consents, franchises and approvals of any Governmental Authority or any other Person which are material for the lawful occupancy and operation of the Realty or which are material to the ownership or operation of the Property or the conduct of Borrower's business. All such certificates of occupancy, licenses, registrations, permits, consents, franchises and approvals are current and in full force and effect."

(s) Section 2.05(k) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

"Utilities. To the best of Borrower's knowledge after commercially reasonable due inquiry, the Premises has all necessary legal access to water, gas and electrical supply, storm and sanitary sewerage facilities, other required public utilities (with respect to each of the aforementioned items, by means of either a direct connection to the source of such utilities or through connections available on publicly dedicated roadways directly abutting the Premises or through permanent insurable easements benefiting the Premises), fire and police protection, parking, and means of direct access between the Premises and public highways over recognized

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curb cuts (or such access to public highways is through private roadways which may be used for ingress and egress pursuant to permanent insurable easements).”

(t) Section 2.05(p)(v) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“No condition exists whereby Borrower or any future owner of the Property may be required to purchase any other parcel of land which is subject to any Property Agreement or which gives any Person a right to purchase, or right of first refusal with respect to, the Property.”

(u) Section 2.05(v) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

Liquor License. To the best of Borrower’s knowledge after commercially reasonable due inquiry and except as set forth in the letter from Marriott, dated March 21, 2006, regarding the February 2 Citation, all licenses, permits, approvals and consents which are required for the sale and service of alcoholic beverages on the Premises have been obtained from the applicable Governmental Authorities and are held by Manager.”

(v) Section 9.04(b) of the Mortgage is hereby deleted in its entirety and the following is hereby substituted in its stead:

“(b) Notwithstanding the foregoing provisions of this Article IX, Borrower and its Affiliates shall have the following rights to Transfer the Property or any direct or indirect ownership in Borrower without the prior consent of Lender or receipt of a Rating Agency Confirmation (each, a “Permitted Transfer”):

i. Transfers of publicly traded stock in DiamondRock Hospitality Company (“DRHC”) on a national stock exchange or on the NASDAQ Stock Market in the normal course of business and not in connection with a tender offer or a sale of DRHC or substantially all of the assets of DRHC; and

ii. with respect to DiamondRock Hospitality Limited Partnership (“DRHLP”), (a) any Transfer of limited partnership interests in DRHLP and (b) the issuance of additional limited partnership interests in DRHLP (even if such issuance results in a reduction of the partnership interest of DRHC in DRHLP), provided that, after giving effect to all such Transfers or issuances described in clauses (a) or (b) above, DRHC owns not less than forty percent (40%) of the direct or indirect interests in Borrower and has the right and power to direct the management, policies and operations of DRHLP and indirectly, Borrower,

provided that, in each event (i) subsequent to the Permitted Transfer, the Property shall continue to be managed by Marriott Hotel Services, Inc. or such other manager as is approved by Lender in its sole discretion, (ii) Lender shall have received information satisfactory to it confirming that

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neither the proposed transferee nor any Affiliate of the proposed transferee is on the OFAC List or would, if such Person assumes the Loan or obtains an interest in Borrower, cause Lender to be in violation of Legal Requirements and (iii) in the event that more than 49% of the direct or indirect equity interest in Borrower is obtained (whether in one or a series of transactions) by a Person which did not as of the Closing Date hold 49% or more of the direct or indirect equity interest in Borrower, Borrower shall deliver a substantive non-consolidation opinion in form and substance reasonably acceptable to Lender.

Notwithstanding anything contained in this Section 9.04 to the contrary, Borrower and Lender hereby agree that all references to DRHC set forth in this Section 9.04 shall refer to DRHC or any successor to all or substantially all of DRHC's assets pursuant to a Corporate Transaction provided, that, in connection with such Corporate Transaction, Borrower shall have delivered to Lender a new non-consolidation acceptable to the Rating Agencies taking into consideration such Corporate Transaction and Borrower shall have obtained and delivered to Lender written confirmation from the Rating Agencies that the Corporate Transaction in and of itself will not result in a downgrade, withdrawal or qualification of the initial, or if higher, then current ratings of the securities issued in connection with a Securitization of the Loan.

11. Interest Accrual Rate and Monthly Installment Payment Amount to Remain the Same. The interest rate and the monthly payments set forth in the Note shall remain unchanged. Prior to the occurrence of an Event of Default hereunder or under the Note, interest shall accrue on the principal balance outstanding from time to time at the Interest Rate (as defined in the Note) and principal and interest (which does not include such amounts as may be required to fund escrow obligations under the terms of the Loan Documents) shall continue to be paid in accordance with the provisions of the Note.

12. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the complete satisfaction of Lender:

(a) Fees and Expenses. Original Borrower and/or Assuming Borrower shall pay, or cause to be paid at closing: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, surveyor fees, broker fees, transfer or mortgage taxes, rating agency confirmation fees, application fees, all third party fees, search fees, transfer fees, inspection fees, title insurance policy or endorsement premiums or other charges of Title Company and the fees and expenses of legal counsel to any Lender Party and any applicable rating agency; and (ii) an assumption fee to Lender in the amount of \$1,100,000 and the other fees and expenses outlined in the beneficiary statement distributed to the parties by Lender.

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(b) Rent Account. Assuming Borrower shall have established the Rent Account and caused the holder of the Rent Account to enter into and deliver a Rent Account Agreement acceptable to Lender.

(c) Other Conditions. Satisfaction of all requirements under the Loan Documents and the closing checklist for this transaction as determined by Lender and Lender's counsel in their sole discretion.

13. Default.

(a) Breach. Any breach of Assuming Obligors or Original Obligors of any of the representations and warranties contained herein shall constitute an Event of Default under the Mortgage and each other Loan Document.

(b) Failure to Comply. Any failure of Assuming Obligors or Original Obligors to fulfill any one of the conditions set forth in this Agreement shall constitute an Event of Default under this Agreement and the Loan Documents.

14. No Further Consents. Assuming Obligors and Original Obligors acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, and that Section 9.04 of the Mortgage shall continue in full force and effect.

15. Additional Representations, Warranties and Covenants of Assuming Obligors. As a condition of this Agreement, Assuming Obligors represent and warrant to Lender as follows:

(a) Each Assuming Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Each Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents.

(b) DiamondRock Hospitality Limited Partnership is a limited partnership duly organized and validly existing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Bloodstone TRS, Inc. is a corporation duly organized and validly existing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Each Assuming Indemnitor has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents to which it is a party.

(c) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Obligors enforceable in accordance with their respective terms. Neither the entry into nor the assumption and performance of and compliance with this

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Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Obligors or any property of Assuming Obligors are bound or any statute, rule or regulation applicable to Assuming Obligors.

(d) To the best knowledge of Assuming Obligors after commercially reasonable inquiry, there is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Obligors.

(e) To the best knowledge of Assuming Obligors after commercially reasonable inquiry, there has been no legislative action, regulatory change, revocation of license or right to do business, fire, explosion, flood, drought, windstorm, earthquake, accident, other casualty or act of God, labor trouble, riot, civil commotion, condemnation or other action or event which has had any material adverse effect, on the business or condition (financial or otherwise) of Assuming Obligors or any of their properties or assets, whether insured against or not, since Assuming Obligors submitted to Lender their request to assume the Loan.

(f) The financial statements and other data and information supplied by Assuming Obligors in connection with Assuming Obligors' request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Assuming Obligors were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Obligors has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Obligors.

(g) Without limiting the generality of the assumption of the Loan Documents by Assuming Obligors, Assuming Obligors hereby specifically remake and reaffirm the representations, warranties and covenants set forth in the Mortgage and the Indemnity Agreement, as such representations, warranties and covenants are amended herein.

(h) No representation or warranty of Assuming Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(i) Assuming Borrower shall not take any action under the Key Money Agreement, dated as of March 24, 2006, related to the Management Agreement without Lender's prior written consent.

(j) Assuming Borrower agrees to cause any fine, or other monetary obligation, imposed in connection with the Citation and Notice of hearing issued February 2, 2006, by the State of Illinois Liquor Commission ("February 2 Citation") to be paid, if not earlier released or revoked, no later than the date required to avoid loss of the liquor license currently

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held by Manager. Assuming Borrower and Assuming Indemnitor hereby agree to indemnify Lender for all actual losses incurred by Lender as a result of the February 2 Citation.

(k) Assuming Borrower agrees that upon the earlier to occur of (i) April 7, 2006 or (ii) Assuming Borrower's receipt of notice from Lender (A) that LIBOR exceeds 5.0% or (B) that an Event of Default exists, then Assuming Borrower shall purchase a Replacement Rate Cap Agreement satisfying the requirements of Section 5.10 of the Mortgage upon the earlier to occur of (x) April 7, 2006 or (y) Assuming Borrower's receipt of notice from Lender under clause (ii) above. Assuming Indemnitors hereby guarantee the Borrower's obligations under this clause (j) and in the event Assuming Borrower fails to deliver the Replacement Rate Cap Agreement if and when required hereunder, Assuming Indemnitors shall purchase such Replacement Rate Cap Agreement with respect to the Loan and collaterally assign (pursuant to an assignment agreement acceptable to Lender) the same to Lender as additional collateral for the Loan. Assuming Borrower shall deliver to Lender an assignment of the Replacement Rate Cap Agreement in substantially the same form as the Collateral Assignment of Interest Rate Hedge Agreement granted by Original Borrower in favor of Lender in connection with the Loan.

(l) Assuming Borrower has no funding obligations under the Funding Agreement and the Project, as defined in and contemplated under, the Funding Agreement has been completed. Assuming Borrower is entitled to receive the Payments (as defined in the Funding Agreement) under the Funding Agreement from and after the date hereof.

(m) Assuming Borrower has no agreements, written or otherwise, with the Manager except the Management Agreement, the Owner Agreement, the Key Money Agreement, the Settlement Agreement dated as of August 6, 2004 among Original Borrower and Marriott Hotel Services, Inc. and those certain agreements specified in clauses (d) and (e) of Section 2.05(p)(i) of the Mortgage.

16. Additional Representations, Warranties and Covenants of Original Obligors. As a condition of this Agreement, Original Obligors represent and warrant to Lender as follows:

(a) Original Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Original Borrower has full power and authority to enter into and carry out the terms of this Agreement and to convey the Property and assign the Loan Documents.

(b) Each Original Indemnitor is a limited partnership duly organized and validly existing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Original Indemnitor has full power and authority to enter into and carry out the terms of this Agreement.

(c) This Agreement and all other documents executed by Original Obligors in connection therewith, constitute legal, valid and binding obligations of Original Obligors enforceable in accordance with their respective terms. Neither the entry into nor the performance of and compliance with this Agreement and all other documents executed by

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Original Obligors in connection therewith has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Original Obligors or any property of Original Obligors are bound or any statute, rule or regulation applicable to Original Obligors.

(d) Original Borrower is the current sole owner of the Property.

(e) No representation or warranty of Original Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(f) The Lease Agreement dated as of January 25, 2000 by and among Original Borrower, as lessor, and Chicago 540 Lessee, Inc., as lessee, is being terminated simultaneously with the delivery of this Agreement and the sale of the Property to Assuming Borrower and such Lease Agreement is no longer in effect with respect to the Property.

17. Incorporation of Recitals; Definitions. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof. Capitalized terms used herein and not defined shall have the meaning set forth for such capitalized term set forth in the Mortgage.

18. Property Remains as Security for Lender. All of the Mortgaged Property as described and defined in the Mortgage shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Mortgage, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the Note, if any, held by Lender.

19. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any of the Loan Documents, or under applicable law.

20. References. From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such of the Loan Documents as modified by this Agreement; (b) references in the Loan Documents to Borrower or Mortgagor shall hereafter be deemed to refer to Assuming Borrower; (c) references in the Indemnity Agreement and the other Loan Documents to the Guarantor, Indemnitor or Principal shall hereafter be deemed to refer to Assuming Indemnitor; and (d) all references to the term "Loan Documents" in the Mortgage and Assignment of Rents shall hereinafter refer to the Loan Documents referred to herein, this Agreement, and all documents executed in connection with this Agreement.

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21. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

22. Captions. The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

23. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

24. Entire Agreement. This Agreement and the documents contemplated to be executed herewith constitute the entire agreement among the parties hereto with respect to the assumption of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof. This Agreement and the Loan Documents may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

25. Binding Effect. This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provisions of this Section shall not be deemed to be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

26. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Agreement.

27. Governing Law. This Agreement shall be governed by and construed in accordance with Section 18.13 of the Mortgage.

28. Effective Date. This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

29. Time of Essence. Time is of the essence with respect to all provisions of this Agreement.

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30. Cumulative Remedies. All remedies contained in this Agreement are cumulative and Lender shall also have all other remedies provided at law and in equity or in the Mortgage and other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Lender and may be exercised in any order and as often as occasion therefor shall arise.

31. Construction. Each party hereto acknowledges that it has participated in the negotiation of this Agreement and that no provision shall be construed against or interpreted to the disadvantage of any party. Assuming Obligors and Original Obligors have had sufficient time to review this Agreement, have been represented by legal counsel at all times, have entered into this Agreement voluntarily and without fraud, duress, undue influence or coercion of any kind. No representations or warranties have been made by Lender to any party except as set forth in this Agreement.

32. WAIVER OF JURY TRIAL. ORIGINAL OBLIGORS, ASSUMING OBLIGORS AND LENDER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN DOCUMENTS OR THIS AGREEMENT.

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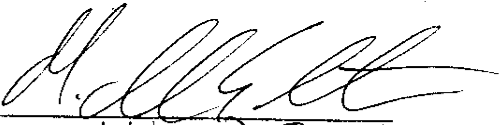
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

ASSUMING BORROWER:


OWNER:

DIAMONDROCK CHICAGO OWNER,
LLC, a Delaware limited liability company

By: 
Name: Michael D. Schechter
Title: Director

OPERATING LESSEE:

DIAMONDROCK CHICAGO TENANT,
LLC, a Delaware limited liability company


By: 
Name: Michael D. Schechter
Title: Director

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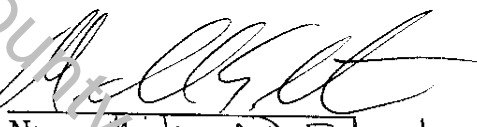
ASSUMING INDEMNITOR:

DIAMONDROCK HOSPITALITY
LIMITED PARTNERSHIP, a Delaware
limited partnership

By: DiamondRock Hospitality Company,
a Maryland corporation, its general
partner

By: 
Name: Michael D. Schechter
Title: General Counsel and
Corporate Secretary

BLOODSTONE TRS, INC., a Delaware
corporation

By: 
Name: Michael D. Schechter
Title: Corporate Secretary

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ORIGINAL BORROWER:

CHICAGO 540 HOTEL, L.L.C., a Delaware limited liability company

By: Chicago 540 Mezz, L.L.C., its sole member

By: LHO Carlyle 540, L.L.C., its sole member

By: LaSalle Hotel Operating Partnership, L.P., its managing member

By: LaSalle Hotel Properties, its general partner

By: _____
Name: *Hen Szwajgor*
Title: *CFO*

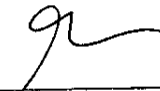
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ORIGINAL INDEMNITOR:


CARLYLE REALTY PARTNERS II, L.P.,
a Delaware limited partnership

By: Carlyle Realty II, L.P., a Delaware
limited partnership, its general
partner

By: 
Name: **GARY E. BLOCK**
Title: **VICE PRESIDENT**

CARLYLE REALTY QUALIFIED
PARTNERS II, L.P., a Delaware limited
partnership

By: Carlyle Realty II, L.P., a Delaware
limited partnership, its general
partner

By: 
Name: **GARY E. BLOCK**
Title: **VICE PRESIDENT**

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CARLYLE REALTY QUALIFIED PARTNERS II(A), L.P., a Delaware limited partnership

By: Carlyle Realty II, L.P., a Delaware limited partnership, its general partner

By: 
Name: GARY E. BLOCK
Title: VICE PRESIDENT

CARLYLE REALTY FOREIGN INVESTORS II, L.P., a Delaware limited partnership

By: Carlyle Realty II, L.P., a Delaware limited partnership, its general partner

By: 
Name: GARY E. BLOCK
Title: VICE PRESIDENT

LASALLE HOTEL OPERATING PARTNERSHIP, L.P., a Delaware limited partnership

By: LaSalle Hotel Properties, its sole member

By: _____
Name:
Title:

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CARLYLE REALTY QUALIFIED PARTNERS II(A), L.P., a Delaware limited partnership

By: Carlyle Realty II, L.P., a Delaware limited partnership, its general partner

By: _____
Name:
Title:

CARLYLE REALTY FOREIGN INVESTORS II, L.P., a Delaware limited partnership

By: Carlyle Realty II, L.P., a Delaware limited partnership, its general partner

By: _____
Name:
Title:

LASALLE HOTEL OPERATING PARTNERSHIP, L.P., a Delaware limited partnership

By: LaSalle Hotel Properties, its sole member

By: _____
Name: *John S. Mayh*
Title: *CFO*

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LENDER:

WACHOVIA BANK, NATIONAL
ASSOCIATION, a national banking
association

By: Pietro V. Scola

Name:

Title: **Pietro V. Scola**
Managing Director

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ACKNOWLEDGMENT

STATE OF Maryland
COUNTY OF Montgomery

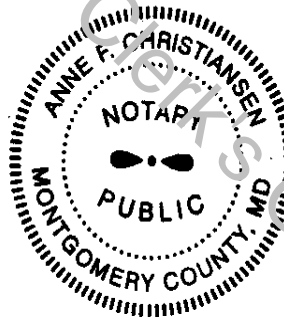
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Michael D. Schaefer the Director of DiamondRock Chicago Owner, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such Director as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Anne F. Christiansen
Notary Public

My commission expires: _____

Anne F. Christiansen
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires Dec. 2, 2008



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ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Montgomery

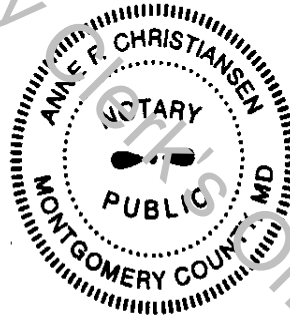
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Michael D. Scheeter the Director of DiamondRock Chicago Tenant, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such Director as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Anne F. Christiansen
Notary Public

My commission expires: _____

Anne F. Christiansen
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires Dec. 2, 2008



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ACKNOWLEDGMENT

STATE OF Maryland)

COUNTY OF Montgomery)

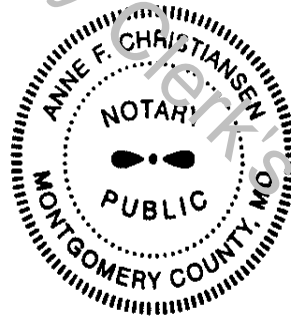
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Michael D. Scheeter the ~~Corporate Secretary~~ ^{General Counsel and Corporate Secretary} of DiamondRock Hospitality Company, a Maryland corporation, the general partner of DiamondRock Hospitality Limited Partnership, a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such ~~of the general counsel~~ ^{General Counsel and Corporate Secretary} as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Anne F. Christiansen
Notary Public

My commission expires: _____

Anne F. Christiansen
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires Dec. 2, 2008



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ACKNOWLEDGMENT

STATE OF Maryland)

COUNTY OF Montgomery)

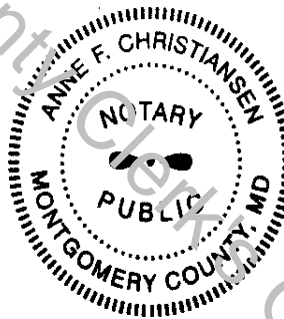
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Michael D. Scheeter the Corporate Secretary of Bloodstone TRS, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Corporate Secretary in his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Anne F. Christiansen
Notary Public

My commission expires: _____

Anne F. Christiansen
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires Dec. 2, 2008



Office

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ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Montgomery

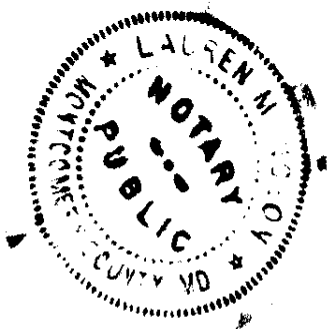
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Hans Weger the CFO of Lasalle Hotel Properties, the general partner of Lasalle Hotel Operating Partnership, L.P., the managing member of LHO Carlyle 540, L.L.C., the sole member of Chicago 540 Mezz, L.L.C., the sole member of Chicago 540 Hotel, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such CFO as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 20 day of March, 2006.

Lauren Mongeon
Notary Public

My commission expires: 9/12/2009

LAUREN MONGEON
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES SEPT. 12, 2009



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ACKNOWLEDGMENT

District
STATE OF of Columbia
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that George Block the Vice President of Carlyle Realty II, L.P., a Delaware limited partnership, the general partner of Carlyle Realty Partners II, L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22nd day of March, 2006.

Lynn S. Curl
Notary Public

My commission expires: 4-14-2006

Lynn S. Curl
Notary Public, District of Columbia
My Commission Expires 4-14-2006

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ACKNOWLEDGMENT

District of Columbia
STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Gary E. Black the Vice President of Carlyle Realty II, L.P., a Delaware limited partnership, the general partner of Carlyle Realty Qualified Partners II, L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22nd day of March, 2006.

Lynn S. Cur
Notary Public

My commission expires: 4-14-2006

LYNN S. CUR
Notary Public District of Columbia
My Commission Expires 4-14-2006

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ACKNOWLEDGMENT

District
STATE OF of Columbia
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Gary E. Block the Vice President of Carlyle Realty II, L.P., a Delaware limited partnership, the general partner of Carlyle Realty Qualified Partners II(A), L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 28th day of March, 2006.

Lynn S. Curi
Notary Public

Lynn S. Curi
Notary Public, District of Columbia
My Commission Expires 4-14-2006

My commission expires: 4-14-2006

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ACKNOWLEDGMENT

District of Columbia
STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that George E. Black the Vice President of Carlyle Realty II, L.P., a Delaware limited partnership, the general partner of Carlyle Realty Foreign Investors II, L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 21st day of March, 2006.

Lynn S. Carl
Notary Public

Lynn S. Carl
Notary Public, District of Columbia
My Commission Expires 4-14-2006

My commission expires: 4-14-2006

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ACKNOWLEDGMENT

STATE OF Maryland
COUNTY OF Montgomery

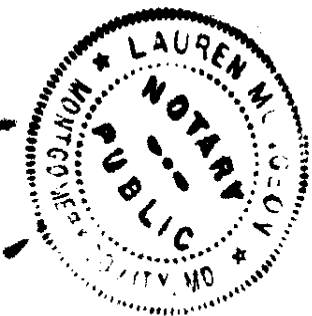
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Hans Weger the CFO of LaSalle Hotel Properties, the sole member of LaSalle Hotel Operating Partnership, L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such CFO as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Lauren Mongeon
Notary Public

My commission expires: 9/12/2009

LAUREN MUNGEON
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES SEPT. 12, 2009



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ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Petrov Scola the Managing Director of Wachovia Bank, National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 22 day of March, 2006.

Madeline Zorrilla
Notary Public

My commission expires: _____

MADÉLINE ZORRILLA
Notary Public, State of New York
No. 0170643997
Qualified in Westchester County
My Commission Expires June 26, 2006

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[TITLE COMPANY TO ATTACH EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY]



UNOFFICIAL COPY**PARCEL 1:**

BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT (AND HEREINAFTER REFERRED TO AS THE MAIN TRACT) IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

(EXCEPT FROM SAID MAIN TRACT

(A-1)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE) TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 16.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTH WESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 5.30 FEET; THENCE NORTH 90° 00' 00" WEST 70.31 FEET; THENCE NORTH 00° 00' 00" EAST 8.07 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT 24.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-2)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" WEST 8.65 FEET; THENCE NORTH 90° 00' 00" WEST 25.95 FEET; THENCE SOUTH 00° 00' 00" WEST 23.90 FEET; THENCE SOUTH 90° 00' 00" EAST 8.71 FEET; THENCE SOUTH 00° 00' 00" WEST 5.00 FEET; THENCE SOUTH 90° 00' 00" EAST 23.22 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 33.18 FEET; THENCE NORTH 90° 00' 00" WEST 77.96 FEET; THENCE NORTH 00° 00' 00" EAST 7.83 FEET;

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THENCE NORTH 90° 00' 00" WEST 15.59 FEET; THENCE NORTH 00° 00' 00" EAST 36.40 FEET;
 THENCE NORTH 90° 00' 00" WEST 15.04 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET;
 THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 21.72 FEET;
 THENCE SOUTH 90° 00' 00" EAST 4.75 FEET; THENCE NORTH 00° 00' 00" EAST 6.00 FEET;
 THENCE SOUTH 90° 00' 00" EAST 27.43 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET;
 THENCE SOUTH 90° 00' 00" EAST 41.08 FEET; THENCE SOUTH 00° 00' 00" WEST 5.30 FEET;
 THENCE NORTH 90° 00' 00" WEST 4.05 FEET; THENCE SOUTHEASTERLY 31.62 FEET ALONG THE
 ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE
 CHORD BEARS SOUTH 56° 43' 49" EAST 26.34 FEET TO THE POINT OF BEGINNING, IN COOK
 COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-3)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 26.84
 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 14.65 FEET ABOVE CHICAGO CITY DATUM
 AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST
 ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET;
 THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE SOUTH 00° 00' 00" WEST 8.65 FEET;
 THENCE NORTH 90° 00' 00" WEST 25.95 FEET; THENCE SOUTH 00° 00' 00" WEST 23.90 FEET;
 THENCE SOUTH 90° 00' 00" EAST 8.71 FEET; THENCE SOUTH 00° 00' 00" WEST 5.00 FEET;
 THENCE SOUTH 90° 00' 00" EAST 23.22 FEET TO A POINT ON THE EAST LINE OF SAID TRACT;
 THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 33.18 FEET; THENCE
 NORTH 90° 00' 00" WEST 77.96 FEET; THENCE NORTH 00° 00' 00" EAST 7.23 FEET; THENCE
 NORTH 90° 00' 00" WEST 15.59 FEET; THENCE NORTH 00° 00' 00" EAST 36.40 FEET; THENCE
 NORTH 90° 00' 00" WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 00' 00"
 EAST 7.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00"
 EAST 21.72 FEET; THENCE SOUTH 90° 00' 00" EAST 4.75 FEET; THENCE NORTH 00° 00' 00"
 EAST 6.00 FEET; THENCE NORTH 90° 00' 00" WEST 1.46 FEET; THENCE NORTHWESTERLY 24.80 FEET ALONG
 THE ARC OF A CIRCLE HAVING A RADIUS OF 18.44 FEET, CONVEX SOUTHWESTERLY AND WHOSE
 CHORD BEARS NORTH 50° 56' 50" WEST 22.97 FEET; THENCE NORTH 00° 00' 00" EAST 3.00 FEET
 TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 90° 00' 00" WEST ALONG THE
 NORTH LINE OF SAID TRACT 42.35 FEET; THENCE SOUTH 00° 00' 00" WEST 13.53 FEET; THENCE
 NORTH 89° 59' 14" WEST 1.01 FEET; THENCE SOUTH 00° 00' 00" WEST 40.72 FEET; THENCE
 SOUTH 90° 00' 00" EAST 35.57 FEET; THENCE NORTH 00° 00' 00" EAST 1.55 FEET; THENCE
 SOUTH 90° 00' 00" EAST 10.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-4)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.72

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FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 5.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET; THENCE NORTH 90° 00' 00" WEST 5.56 FEET; THENCE NORTH 90° 00' 00" WEST 7.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 3.83 FEET; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 3.83 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-5)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 24.95 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 5.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET; THENCE NORTH 90° 00' 00" WEST 5.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE NORTH 90° 00' 00" WEST 7.57 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 7.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-6)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 26.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET;

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THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 6.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 5.56 FEET; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 5.66 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT FROM SAID MAIN TRACT

(A-7)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 16.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 41.77 FEET; THENCE SOUTH 90° 00' 00" EAST 5.98 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE NORTH 00° 10' 00" EAST ALONG THE EAST LINE OF SAID TRACT 41.77 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-8)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 59.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 37.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 10' 00" WEST ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 90° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.09 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 7.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 41.74 FEET; THENCE NORTH 00° 00' 00" EAST 100.60 FEET; THENCE NORTH 90° 00' 00" WEST 38.74 FEET; THENCE SOUTH 00° 00' 00" WEST 8.15 FEET; THENCE NORTH 90° 00' 00" WEST 3.00 FEET; THENCE SOUTH 00° 00' 00" WEST 92.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

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ALSO EXCEPT FROM SAID MAIN TRACT

(A-9)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 50.64 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 3.37 FEET; THENCE NORTH 90° 00' 00" WEST 78.00 FEET; THENCE SOUTH 00° 00' 00" WEST 11.20 FEET; THENCE SOUTH 90° 00' 00" EAST 45.87 FEET; THENCE SOUTH 00° 00' 00" WEST 7.45 FEET; THENCE SOUTH 90° 00' 00" EAST 32.07 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 90° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.08 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 45.97 FEET; THENCE NORTH 00° 00' 00" EAST 101.60 FEET; THENCE SOUTH 90° 00' 00" EAST 8.62 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 18.44 FEET; THENCE NORTH 90° 00' 00" WEST 40.31 FEET; THENCE NORTH 00° 00' 00" EAST 12.49 FEET; THENCE SOUTH 90° 00' 00" EAST 5.75 FEET; THENCE NORTH 00° 00' 00" EAST 13.26 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT 131.72 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 10.66 FEET; THENCE NORTH 90° 00' 00" WEST 6.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" WEST 18.65 FEET; THENCE NORTH 90° 00' 00" WEST 6.90 FEET; THENCE SOUTH 00° 00' 00" WEST 5.00 FEET; THENCE NORTH 90° 00' 00" WEST 19.12 FEET; THENCE NORTH 00° 00' 00" EAST 23.65 FEET; THENCE SOUTH 90° 00' 00" EAST 26.02 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-10)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 47.57 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST

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ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 90° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.08 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 48.97 FEET; THENCE NORTH 00° 00' 00" EAST 101.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 8.62 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 19.44 FEET; THENCE NORTH 90° 00' 00" WEST 40.31 FEET; THENCE NORTH 00° 00' 00" EAST 12.49 FEET; THENCE SOUTH 90° 00' 00" EAST 5.75 FEET; THENCE NORTH 00° 00' 00" EAST 13.26 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 90° 00' 00" WEST ALONG THE NORTH LINE OF SAID TRACT 24.51 FEET; THENCE SOUTH 00° 00' 00" WEST 53.70 FEET; THENCE SOUTH 90° 00' 00" EAST 38.74 FEET; THENCE NORTH 00° 00' 00" EAST 1.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-1)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 22.34 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET TO POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 16.28 FEET; THENCE SOUTH 00° 00' 10" WEST 51.74 FEET; THENCE SOUTH 90° 00' 00" EAST 6.77 FEET; THENCE NORTH 53° 18' 52" EAST 9.91 FEET; THENCE SOUTH 90° 00' 00" EAST 13.31 FEET; THENCE SOUTH 00° 00' 00" WEST 16.93 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89° 58' 55" EAST ALONG THE SOUTH LINE OF SAID TRACT 48.79 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00° 10' 00" EAST ALONG THE EAST LINE OF SAID TRACT 46.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-2)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 21.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND

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DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET TO POINT OF BEGINNING; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 16.28 FEET; THENCE NORTH 00° 00' 00" EAST 28.26 FEET; THENCE NORTH 90° 00' 00" WEST 1.33 FEET; THENCE NORTH 00° 00' 00" EAST 1.55 FEET; THENCE SOUTH 90° 00' 00" EAST 1.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.89 FEET; THENCE SOUTH 90° 00' 00" EAST 77.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-3)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 21.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 16.28 FEET; THENCE SOUTH 00° 00' 10" WEST 51.74 FEET TO POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 6.77 FEET; THENCE SOUTH 00° 00' 00" WEST 11.02 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT 6.77 FEET; THENCE NORTH 00° 00' 00" EAST 11.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-4)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 8.11 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 165.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°

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10' 00" WEST ALONG SAID EAST LINE 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 41.95 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 9.88 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE NORTH 90° 00' 00" WEST 8.84 FEET; THENCE NORTH 00° 00' 00" EAST 30.23 FEET; THENCE SOUTH 90° 00' 00" EAST 1.50 FEET; THENCE NORTH 00° 00' 00" EAST 1.44 FEET; THENCE SOUTH 90° 00' 00" EAST 21.78 FEET; THENCE SOUTH 00° 00' 00" WEST 11.14 FEET; THENCE SOUTH 90° 00' 00" EAST 7.95 FEET; THENCE SOUTH 00° 00' 00" WEST 2.27 FEET; THENCE SOUTH 90° 00' 00" EAST 4.67 FEET; THENCE SOUTH 00° 00' 00" WEST 36.32 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-5)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 9.18 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 166.09 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG SAID EAST LINE 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 41.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 9.88 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE NORTH 90° 00' 00" WEST 8.84 FEET; THENCE SOUTH 00° 00' 00" WEST 23.91 FEET; THENCE SOUTH 90° 00' 00" EAST 18.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-6)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 22.94 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET TO POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00° 10' 00" EAST ALONG THE EAST LINE OF SAID TRACT 10.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

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NON-EXCLUSIVE PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT ENTITLED BLOCK 119 PARKING EASEMENT AGREEMENT MADE BY AND BETWEEN RN 120 COMPANY, L.L.C. AND RN 540 COMPANY L.L.C. DATED JANUARY 8, 1998 AND RECORDED AUGUST 31, 1998 AS DOCUMENT 98774492 OVER A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH ALL THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6, LYING NORTH OF THE NORTH LINE OF LOTS 7 AND 8, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 TO THE NORTHWEST CORNER OF LOT 7 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 TO THE NORTHEAST CORNER OF LOT 8 IN THE SUBDIVISION OF BLOCK 24, IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT ENTITLED EMERGENCY EXIT EASEMENT AGREEMENT MADE BY AND BETWEEN RN 124/125 COMPANY, L.L.C. AND RN 540 HOTEL COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR EGRESS THROUGH THE EMERGENCY EXIT INTO, ACROSS AND THROUGH THE FIRST LEVEL OF THE ATRIUM PARCEL TO THE PUBLIC AREA AS CREATED BY EMERGENCY EXIT EASEMENT AGREEMENT DATED AS OF JANUARY 21, 2000 RECORDED JANUARY 28, 2000 AS DOCUMENT 00072922. SAID ATRIUM PARCEL DESCRIBED AS FOLLOWS:

GRAND CONCOURSE AREA - PART 1

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING; LYING ABOVE A PLANE 14 FEET ABOVE GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARTS:

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GRAND CONCOURSE AREA - PART II:

THE SOUTH 19 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND EXCEPTING:

GRAND RETAIL AREA - PART II

THE SOUTH 19 FEET OF THE WEST 38.05 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A HORIZONTAL PLANE 21 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 112.08 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES

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48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 20 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE 11 FEET ABOVE GROUND LEVEL AND LYING BELOW A PLANE 14 FEET ABOVE GROUND LEVEL, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

GRAND CONCOURSE AREA - PART II:

THE SOUTH 19 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A"

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BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HERINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

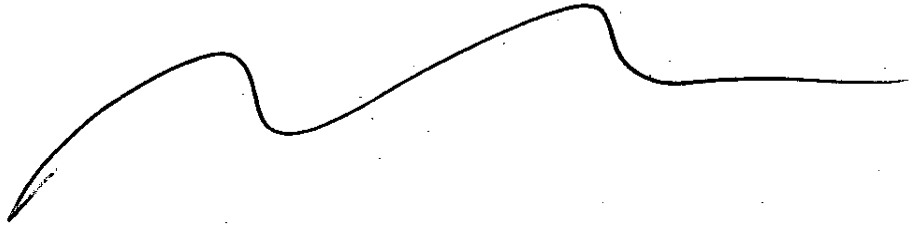
EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN CHICAGO 540 HOTEL, L.L.C. AND AN 540 HOTEL COMPANY, L.L.C., DATED AS OF JANUARY 25, 2000 RECORDED JANUARY 28, 2000 AS DOCUMENT 00072926 INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A) MAINTENANCE OF HOTEL BUILDING
- B) STRUCTURAL SUPPORT
- C) FACILITIES FOR UTILITIES OR OTHER SERVICES
- D) SIGNS
- E) SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILING AND FLOORS
- F) UTILITIES
- G) PIPES AND CONDUIT MAINTENANCE
- H) ENCROACHMENTS
- I) SIDEWALK MAINTENANCE
- J) TO PERMIT EXERCISE OF CURE RIGHTS

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING AS SET FORTH IN THE UNRECORDED MARRIOTT PARKING AGREEMENT DATED FEBRUARY 10, 1998 AND AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MARRIOTT PARKING AGREEMENT DATED AS OF JANUARY 1, 2001 AS DISCLOSED BY THE MEMORANDUM OF MARRIOTT PARKING AGREEMENT RECORDED JULY 5, 2001 AS DOCUMENT NUMBER 0010593522 OVER THE FOLLOWING LAND:

UNOFFICIAL COPY



THE SOUTH HALF OF BLOCK 28 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN Numbers: 17-10-121-007, 17-10-121-009; 17-10-121-011.

540 North Michigan Avenue, Chicago, Illinois

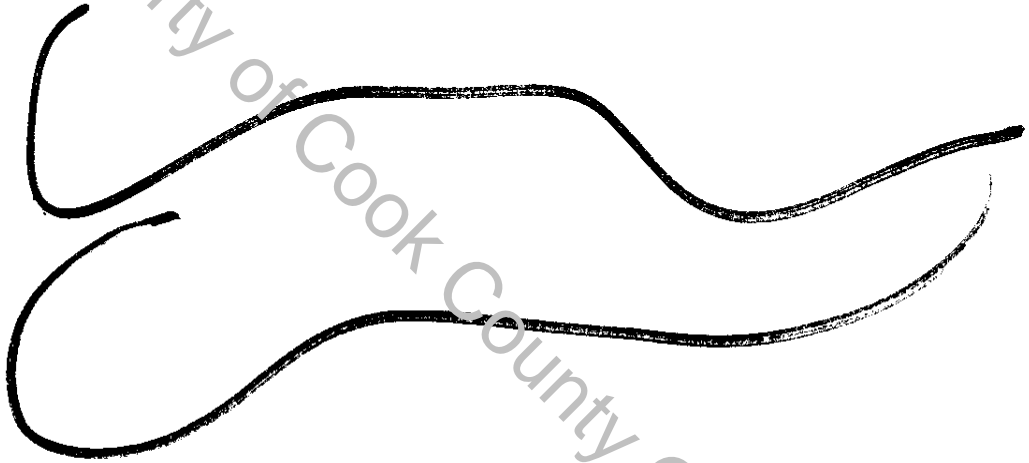
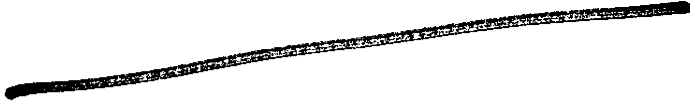
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EXHIBIT B

Operating Lease



Property of Cook County Clerk's Office