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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2007 02:29 PM Pg: 1 of 21

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

made by

HINES REIT 321 NORTH CLARK STREET LLC,
as Assignor,

in favor of

HSH NORDBANK AG, NEW YORK BRANCH,
as agent for lenders,
as Assignee

First American Title
3 Greenway Plaza, Suite 1100
Houston, TX 77046
Attn: Elvira Fuentes
NCS No. 244769

DEL 207 2 2007

Record and Return to:

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Warren J. Bernstein, Esq.

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THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of August 14, 2007 by HINES REIT 321 NORTH CLARK STREET LLC, a Delaware limited liability company, having an address at c/o Hines REIT Properties, L.P., 2800 Post Oak Blvd., Suite 5000, Houston, Texas 77056 ("Assignor"), for the benefit of HSH NORDBANK AG, NEW YORK BRANCH, a German banking corporation acting through its New York branch, having an office at 230 Park Avenue, New York, New York 10169, in its capacity as agent for the Lenders (in such capacity, together with any permitted successor agent, the "Assignee") as more particularly set forth in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor is the owner of those certain fee interests of land lying and being situated in Chicago, Illinois and more particularly described on Exhibit A hereto;

WHEREAS, Assignor executed that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of August 1, 2006 made by Assignor for the benefit of Assignee, recorded on August 9, 2006 as Document No. 0622110020 in the Official Records of Cook County, Illinois (the "Existing Mortgage"), pursuant to that certain Credit Agreement dated as of August 1, 2006 among Assignor and the other "Borrowers" from time to time party thereto (collectively, "Borrowers"), Hines REIT Properties, L.P. ("Sponsor"), Assignee and "Lenders" from time to time party thereto, as amended by that certain First Amendment to Credit Agreement dated as of January 19, 2007, as further amended by that certain Second Amendment to Credit Agreement dated as of June 12, 2007, as supplemented pursuant to that certain Joinder Agreement dated as of January 23, 2007, as further supplemented by that certain Second Joinder Agreement dated as of May 2, 2007 and as further supplemented by that certain Third Joinder Agreement dated as of July 19, 2007 (as so amended and supplemented, the "Credit Agreement") pursuant to which Lenders agreed to make, and Assignee agreed to administer, a loan in the maximum aggregate principal amount of \$500,000,000 to the Borrowers (the "Loan");

WHEREAS, Assignor executed that certain Assignment of Leases and Rents dated as of August 1, 2006 made by Assignor in favor of Assignee, recorded on August 9, 2006 as Document No. 0622110021 in the Official Records of Cook County, Illinois (the "Existing Assignment"); the Existing Assignment, as amended hereby, the "Assignment"), pursuant to the Credit Agreement in order to secure the Loan;

WHEREAS, concurrently herewith, Borrowers, Sponsor, Assignee and Lenders are entering into that certain Fourth Joinder Agreement dated as of the date hereof which, among other things, is increasing the maximum aggregate principal amount of the Loan from \$500,000,000 to \$520,000,000;

WHEREAS, concurrently herewith, Assignor and Assignee are entering into that certain First Amendment to Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents dated as of the date hereof (the Existing Mortgage, as amended hereby, the "Mortgage") to amend the Existing Mortgage to increase the amount of the Loan secured by the Mortgage; and

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WHEREAS, Assignor and Assignee desire to enter into this Amendment to amend the Existing Assignment to increase the amount of the Loan secured by the Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Assignor and Assignee do hereby agree as follows:

Section 1. The second recital of the Existing Assignment shall be amended by deleting such recital and replacing it in its entirety with the following:


WHEREAS, this Assignment is given to secure a credit facility in a maximum aggregate principal amount not to exceed \$520,000,000 (the "Loan") pursuant to that certain Credit Agreement dated as of August 1, 2006 among Assignor and the other "Borrowers" from time to time party thereto (collectively, "Borrowers"), Hines REIT Properties, L.P. ("Sponsor"), Assignee and "Lenders" from time to time party thereto, as amended by that certain First Amendment to Credit Agreement dated as of January 19, 2007, as further amended by that certain Second Amendment to Credit Agreement dated as of June 12, 2007, as supplemented pursuant to that certain Joinder Agreement dated as of January 23, 2007, as further supplemented by that certain Second Joinder Agreement dated as of May 2, 2007, as further supplemented by that certain Third Joinder Agreement dated as of July 19, 2007 and as further supplemented by that certain Fourth Joinder Agreement dated as of August 14, 2007 (as so amended and supplemented, the "Credit Agreement") as evidenced by those certain Promissory Notes (i) dated as of June 12, 2007 in favor of HSH Nordbank AG, New York Branch in the principal amount of \$225,000,000 (the "Second Substitute Promissory Note A-1"), (ii) dated as of November 17, 2006 in favor of Landesbank Saar in the principal amount of \$50,000,000 (the "Substitute Promissory Note A-2"), and (iii) dated as of June 12, 2007 in favor of ING Real Estate Finance (USA), LLC in the principal amount of \$225,000,000 (the "Second Substitute Promissory Note B"), (iv) dated as of the date hereof in favor of HSH Nordbank AG, New York Branch in the principal amount of \$18,000,000 (the "Promissory Note C-1") and (v) dated as of the date hereof in favor of Landesbank Saar in the principal amount of \$2,000,000 (the "Promissory Note C-2"), and together with Promissory Note C-1, Second Substitute Promissory Note B, Substitute Promissory Note A-2 and Second Substitute Promissory Note A-1, collectively, the "Note").

Section 2. The Existing Assignment is deemed modified only to the extent necessary to give effect to the terms of this Amendment. All of the terms, covenants and conditions of the Existing Assignment, except as expressly modified pursuant to the provisions of this Amendment, are hereby ratified, confirmed and reaffirmed by the parties and shall and do remain in full force and effect in accordance with their terms. It is the express intention of the parties that the Amendment shall in no respect affect the original priority of the lien created by the Existing Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment as of the date first written above.

HINES REIT 321 NORTH CLARK STREET LLC, a Delaware limited liability company

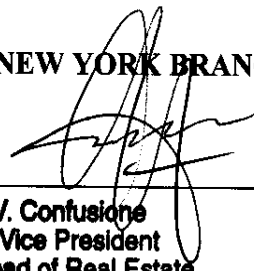
By: 
Name: _____
Title: **Frank Apollo
Manager**

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HSH NORDBANK AG, NEW YORK BRANCH

By: _____


Name: **Jack V. Confusione**
Title: **Senior Vice President
Deputy Head of Real Estate
HSH Nordbank AG, New York Branch**

By: _____

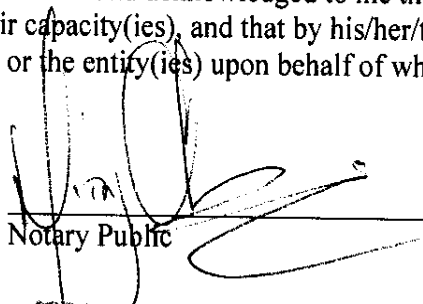

Name: **Lisa Michelle Galley**
Title: **Senior Vice President
Real Estate Finance
HSH Nordbank AG,
San Francisco Representative Office**

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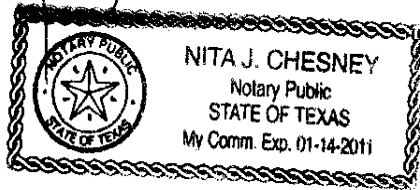
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STATE OF TX)
) ss.:
COUNTY OF HARRIS)

On the 1 day of Aug, 2007 before me, the undersigned, a Notary Public for said state, personally appeared Frank Apollo, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.


Notary Public

My commission expires:



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STATE OF New York)
COUNTY OF New York) ss.:

On the 7 day of August, 2007 before me, the undersigned, a Notary Public for said state, personally appeared Jack V. Confusione and
_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

MONICA KLEINERTZ
NOTARY PUBLIC, State of New York
No. 01KLS1/3027
Qualified in Nassau County
Commission Expires April 24, 2010

Monica Kleinertz
Notary Public

My commission expires:

NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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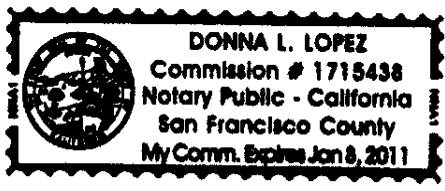
STATE OF California)
 San) ss.:
COUNTY OF Francisco)

Donna L. Lopez

On the 2 day of August, 2007 before me, the undersigned, a Notary Public for said state, personally appeared Lisa Michelle Galley and _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity(~~ies~~) upon behalf of which the person(s) acted, executed the instrument.

Donna L. Lopez
Notary Public

My commission expires: 1/3/2011



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Exhibit A

Legal Description

PARCEL 1:

TRACT A:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING WITHOUT LIMITATION, (I) NON-EXCLUSIVE INGRESS AND EGRESS FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT AND RESTORATION OF ANY IMPROVEMENTS OF THE PROJECT PROPERTY WHICH DIRECTLY ADJACENT TO THE HOTEL PROPERTY'S IMPROVEMENTS ON ITS PARCEL AND THE CAISSONS, (II) NON-EXCLUSIVE FOR PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE PROJECT PROPERTY, (III) NON-EXCLUSIVE EASEMENT ON, OVER, THROUGH AND ACROSS THE GALLERY THROUGH AN OPENING AND/OR ENTRANCE IN THE GALLERY ADJACENT TO AN OPENING AND/OR ENTRANCE IN THE OFFICE BUILDING FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE OFFICE BUILDING GALLERY, AND THE HOTEL PLAZA, (IV) EXCLUSIVE EASEMENT TO CONSTRUCT AND ATTACH TO THE WESTERN EXTERIOR WALL OF THE GALLERY AN ENTRANCE WAY OR CORRIDOR EXTENDING FROM THE EASTERN EXTERIOR WALL OF THE OFFICE BUILDING TO THE WESTERN EXTERIOR WALL OF THE GALLERY AND FOR MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH ENTRYWAY AND/OR CORRIDOR, (V) NON-EXCLUSIVE EASEMENT ON, OVER, THROUGH AND ACROSS THE HOTEL ROAD EASEMENT AREA AT THE PLAZA LEVEL FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM THE PROJECT PROPERTY TO AND FROM DEARBORN, (VI) EXCLUSIVE EASEMENT PERMITTING CAISSONS SUPPORTING THE OFFICE BUILDING, (VII) EASEMENT PERMITTING ENCROACHMENT OF IMPROVEMENTS ONTO THE HOTEL PARCEL, (VIII) EASEMENT PERMITTING ATTACHMENT TO THE HOTEL PROPERTY AT OR BELOW PLAZA LEVEL, AND (IX) NON-EXCLUSIVE EASEMENT OVER PHASE II PROPERTY ON, OVER, THROUGH AND ACROSS THE PHASE II ROAD EASEMENT AREA AT PLAZA LEVEL FOR PEDESTRIAN AND VEHICULAR INGRESS/EGRESS TO/FROM THE PROJECT PROPERTY AND HOTEL PROPERTY TO AND FROM DEARBORN AND CLARK STREETS) AS DESCRIBED IN THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944, BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, AND THE JDC-TISHMAN CHICAGO HOTEL COMPANY, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AS OF AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384561, BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN

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AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1987 AND KNOWN AS TRUST NUMBER 112420, QUAKER TOWER PARTNERSHIP, BCE DEVELOPMENT PROPERTIES INC. (FORMERLY KNOWN AS OXFORD PROPERTIES, INC.), LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 10339, AND JDC CHICAGO HOTEL LIMITED PARTNERSHIP (SUCCESSOR IN INTEREST TO THE JDC-TISHMAN CHICAGO HOTEL COMPANY), OVER, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS

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OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING, WITHOUT LIMITATION, (I) EXCLUSIVE EASEMENT TO CONSTRUCT A GARAGE, AND (II) EXCLUSIVE EASEMENT FOR VEHICULAR PARKING ON THE CARROLL AVENUE PARKING AREA) AS DESCRIBED IN THE PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025945 BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN

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AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102 OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON

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THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING, WITHOUT LIMITATION, (1) NON-EXCLUSIVE EASEMENT FOR VEHICULAR TRAFFIC OVER THE TEMPORARY ACCESS ROAD FOR AUTOMOBILE ACCESS BETWEEN KINZIE STREET AND THE NORTH BOUNDARY LINE OF THE SOUTH PARCEL OR OF THE HOTEL PARCEL SO AS TO PROVIDE INGRESS TO AND EGRESS FROM THE TOWER GARAGE) AS DESCRIBED IN THAT CERTAIN GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AS OF AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384566, FROM BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, AND SHUWA RIVERFRONT LIMITED PARTNERSHIP OVER, ACROSS, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND AND AS DEPICTED ON EXHIBIT C OF SAID GRANT OF AUTOMOBILE ACCESS EASEMENT:

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THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME TRACT OF LAND DESCRIBED ON SURVEY PREPARED BY JAMES, SCHAEFFER AND SCHIMMING DATED JULY 27, 2006, DESIGNATED AS JOB NO. 2005-04627-001, SAID LAND BEING THEREIN DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A

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DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN INGRESS AND EGRESS OVER HOTEL PLAZA AND GALLERY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE HOTEL ROAD EASEMENT AREA, AND EXISTENCE, MAINTENANCE, REPAIR, AND REPLACEMENT OF CAISSONS, AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944, AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, AND THE JDC-TISHMAN CHICAGO HOTEL COMPANY, AS AMENDED BY AGREEMENT RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88-384561 OVER, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING; AND

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025945 AMONG

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LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102 OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING; AND

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST

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DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR TRAFFIC, AS DESCRIBED IN THE GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384566, FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, AND SHUWA RIVERFRONT LIMITED PARTNERSHIP OVER, ACROSS, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND AS DEPICTED ON EXHIBIT C OF SAID GRANT:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE, AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86-025945

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MADE AMONG LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 104102 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0° WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90° EAST A DISTANCE OF 135.02 FEET TO A POINT OF BEGINNING. SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL; THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL, THENCE SOUTH 90° EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0° EAST A DISTANCE OF 4.95 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 86.71 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 158.22 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90° WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90° WEST A DISTANCE OF 19.22 FEET; THENCE NORTH 0° EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90° WEST A DISTANCE OF 76.84 FEET; THENCE NORTH 0° EAST A DISTANCE OF 25.16 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0° EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90° WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0° EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0° EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90° WEST A DISTANCE OF 1.98 FEET; THENCE NORTH 0° EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 17-09-409-005 AND 17-09-409-006

321 North Clark Street
Chicago, IL

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Section 3. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one (1) instrument.

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