



Prepared by ml
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Prepared by ml
WHEN RECORDED
Mail To:
Rena Hozore Reiss, Esq.
Marriott International, Inc.
Dept. 52/923
10400 Fernwood Road
Bethesda, MD 20817

Doc#: 0831933018 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2008 08:24 AM Pg: 1 of 20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Amendment") dated the 7th day of November, 2008, amends that certain Subordination, Non-Disturbance and Attornment Agreement dated as of March 5, 2008 (the "Original SNDA"), among: (i) THE UNION LABOR LIFE INSURANCE COMPANY ("Mortgagee"), a Maryland corporation having an address at 8403 Colesville Road, 13th Floor, Silver Spring, MD 20910; (ii) UST PRIME III HOTEL OWNER, L.P. ("Landlord"), an Illinois limited partnership having an address at c/o The Prime Group, Inc., 321 North Clark Street, Suite 2500, Chicago, Illinois 60610; (iii) 151 W. ADAMS MASTER TENANT LLC ("Tenant"), an Illinois limited liability company having an address at c/o The Prime Group, Inc., 321 North Clark Street, Suite 2500, Chicago, Illinois 60610; (iv) UST PRIME III HOTEL SUBTENANT L.P. ("Subtenant"), an Illinois limited partnership having an address at c/o The Prime Group, Inc., 321 North Clark Street, Suite 2500, Chicago, Illinois 60610; and (v) MARRIOTT HOTEL SERVICES, INC. ("Manager"), a Delaware corporation having an address at 10400 Fernwood Road, Bethesda, Maryland 20817.

RECITALS

A. Landlord is the fee owner of the Hotel (defined in Section 1 of the Original SNDA) and Mortgagee is the holder of the Mortgage (defined in Section 1 of the Original SNDA) that encumbers the Hotel.

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B. Landlord leased the Hotel to Tenant pursuant to that certain Master Lease Agreement dated as of the date of the Original SNDA (the "Master Lease") and the Master Lease is being amended as of the date hereof to, among other things, amend the Base Rent schedule thereto.

C. Tenant subleased the Hotel to Subtenant pursuant to that certain Master Sublease Agreement dated as of the date of the Original SNDA (the "Sublease") and the Sublease is being amended as of the date hereof to, among other things, modify the term of the Sublease to twenty-five (25) years and to amend the Base Rent schedule thereto.

D. Manager and Landlord, as successor-in-interest to 208 S. LaSalle, LLC, are parties to the Management Agreement (defined in Section 1 of the Original SNDA), pursuant to which Manager will manage the Hotel.

E. Landlord assigned its right, title and interest in and to the Management Agreement to Tenant by an Assignment dated as of March 4, 2008 and Tenant has assigned its right, title and interest in and to the Management Agreement to Subtenant by Assignment dated of even date therewith.

F. Landlord, Tenant, Subtenant and Manager entered into that certain Owner Agreement dated as of March 4, 2008 (the "Owner Agreement"), which sets forth and clarifies such parties' obligations with respect to the Management Agreement.

G. The Original SNDA provides for Manager's continued management of the Hotel pursuant to the Management Agreement, in the event of any default by Landlord under the Mortgage, the Lease or the Owner Agreement and/or by Tenant under the Lease, the Sublease or the Owner Agreement, and/or by Subtenant under the Sublease, the Owner Agreement or the Management Agreement, all upon the terms and conditions set forth therein, and the parties do not intend that the Original SNDA is modified except as set forth herein.

H. Mortgagee, Landlord, Tenant, Subtenant and Manager desire to enter into this Amendment in connection with the amendment of Mortgagee's loan to Landlord as of the date hereof which amendment, among other things, includes Mortgagee's agreement that it will increase the amount of its loan to Landlord by Twelve Million Five Hundred Thousand Dollars (\$12,500,000) on the terms and conditions set forth in the Loan Agreement.

I. The legal description of the site on which the Hotel is located is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and covenant as follows:

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1. Amendment. This Amendment amends the Original SNDA only as specifically set forth herein and except as otherwise set forth herein, the Original SNDA remains unmodified and in full force and effect. Any capitalized term that is not specifically defined in this Amendment shall have the meaning set forth in the Original SNDA or the Management Agreement, as applicable. The following terms shall have the following meanings:

“Loan Agreement” shall mean that certain loan agreement by and between Mortgagee and Landlord dated as of March 4, 2008, as amended as of the date hereof.

“Master Lease” shall mean that certain lease of the Hotel between Landlord and Tenant dated as of March 5, 2008, as amended as of the date hereof.

“Sublease” shall mean that certain sublease of the Hotel between Tenant and Subtenant dated as of March 5, 2008, as amended as of the date hereof.

2. Amendment of Section 11.C of the Original SNDA. Section 11.C of the Original SNDA is hereby amended and restated in its entirety as follows:

C. Qualified Mortgage. Mortgagee hereby represents and warrants to Manager that it is an Institutional Lender. Landlord hereby represents and warrants to Manager that the Loan, as amended, is on commercially reasonable terms and conditions and that as of the date hereof, the stabilized value of the Hotel as of January 2012 is Three Hundred Sixty Two Million Dollars (\$362,000,000) and that the aggregate principal balance of all mortgages encumbering the Hotel, including the Mortgage, equals Two Hundred Thirty Four Million One Hundred Thousand Dollars (\$234,100,000), which is approximately sixty-four and sixty-seven one-hundredths percent (64.67%) of the stabilized value of the Hotel. Manager acknowledges that the additional Loan proceeds of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) will be made available by Mortgagee to Landlord on the terms and pursuant to the conditions set forth in the Loan Agreement. Based upon the foregoing, Manager acknowledges that the Mortgage is a Qualified Mortgage.

3. Notices. Section 8 of the Original SNDA is amended to delete Consortium Historic Equity Fund and Nixon Peabody LLP as notice parties. In all other respects Section 8 remains unchanged.

4. Miscellaneous

A. This Amendment may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one Amendment and together with the Original SNDA shall constitute the entire agreement of the parties as to the issues set forth herein and therein, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart, provided that photocopy or facsimile copies of all signatures are produced and in making proof of the entire agreement it shall not be necessary, in

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addition to produce more than one counterpart of the Original SNDA, provided that photocopy or facsimile copies of all signatures thereto are produced.

B. The terms and conditions of the Original SNDA as modified by this Amendment shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representatives and assigns of each of the parties hereto, and in furtherance of the foregoing, any party to this Amendment may cause it to be recorded in the public land records of the jurisdiction where the Hotel is located at any time.

C. The use of the neuter gender in this Amendment shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

D. In the event any Hotel Agreement shall be amended, modified or supplemented, such Hotel Agreement, as so amended, modified or supplemented, shall continue to be subject to the provisions of the Original SNDA as modified by this Amendment without the necessity of any further act by the parties hereto.

F. The provisions of the Original SNDA as modified by this Amendment shall not be further modified, amended, waived, discharged or terminated except by a written document signed by all of the parties hereto.

G. The Original SNDA as modified by this Amendment and the validity, interpretation and enforcement thereof shall be governed by the laws of the state in which the Hotel is located.

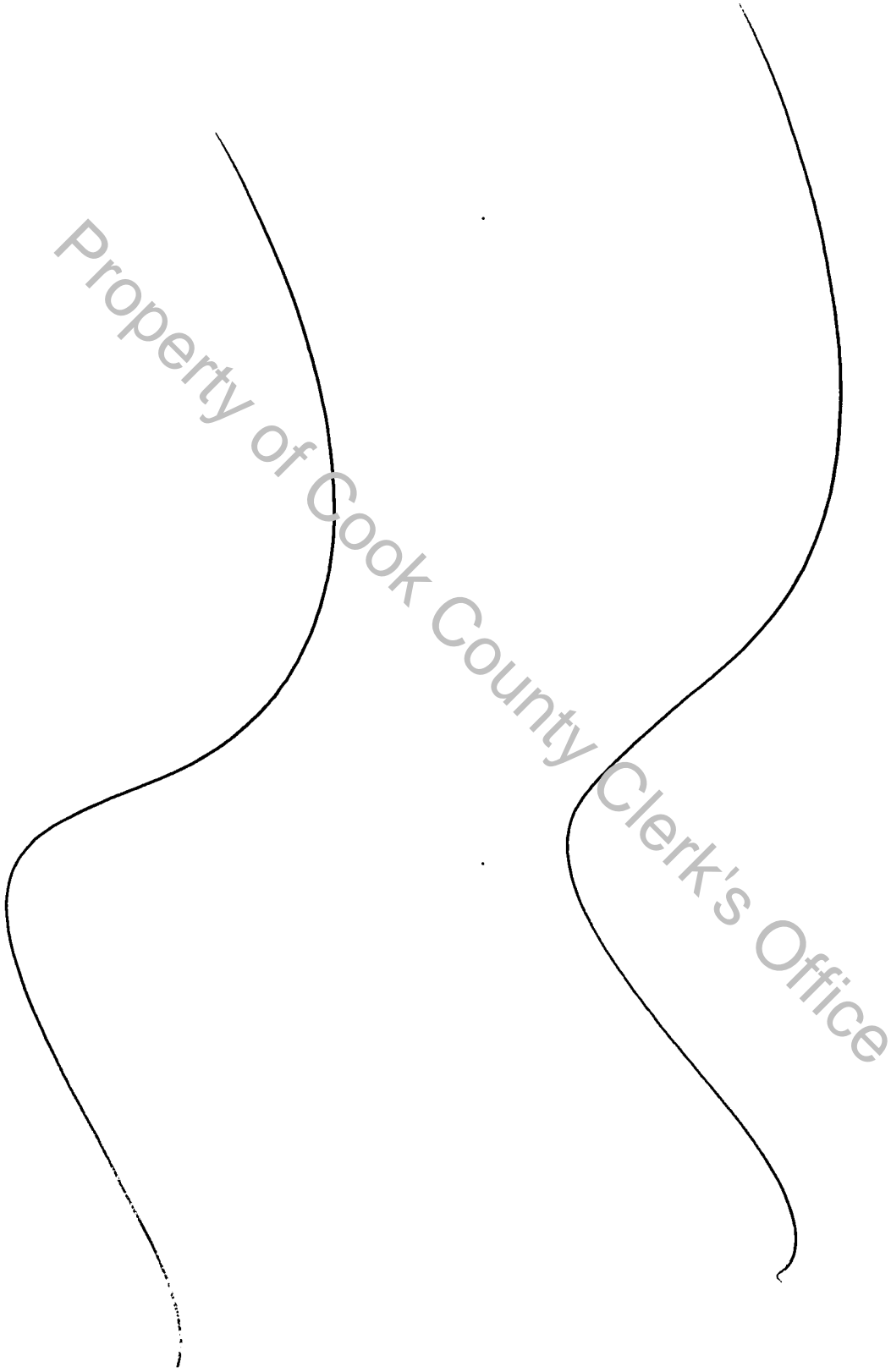
H. Captions of Sections herein are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Sections to which they refer.

I. If any term, covenant or condition of the Original SNDA as modified by this Amendment is held to be invalid, illegal or unenforceable in any respect, all other terms and conditions of the Original SNDA as modified by this Amendment shall remain in full force and effect.

J. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate the Original SNDA as modified by this Amendment and shall not be considered a waiver of any other covenant, condition or promise. No such waiver shall constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in the Original SNDA shall not constitute a waiver of any remedy provided by law or in equity, and the provision in the Original SNDA of any remedy shall not exclude any other remedy unless such remedy is expressly excluded hereby.

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[SIGNATURES FOLLOW ON NEXT PAGE]



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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of the day and year first written above.

MORTGAGEE:

THE UNION LABOR LIFE INSURANCE COMPANY,
a Maryland corporation, on behalf of Separate Account J

ATTEST:

By: Holly A. Harding
Print Name: Holly A. Harding
Title: Manager, Loan Closing

By: Donita M. Johnson
Print Name: Donita Johnson
Title: Vice President

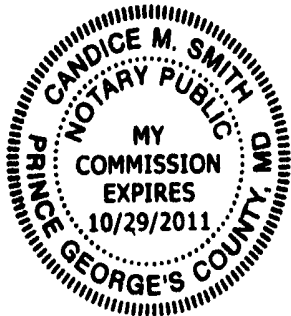
STATE OF Maryland)
CITY/COUNTY OF Montgomery) SS:

I HEREBY CERTIFY that on this 3rd day of November, ²⁰⁰⁸ before me, the undersigned officer, personally appeared Donita M. Johnson, who acknowledged herself/himself to be the Vice Pres of Ullico, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Donita Johnson as Vice Pres of Ullico.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Candice M. Smith
Notary Public

My Commission expires:




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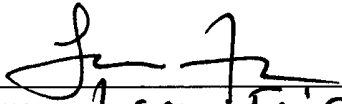
LANDLORD:

UST PRIME III HOTEL OWNER, L.P.,
an Illinois limited partnership

ATTEST:

By: 
Print Name: Peter Gill
Title: Analyst

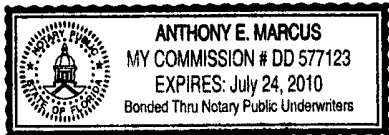
By: UST PRIME III HOTEL GP CORP.,
an Illinois corporation, its sole general partner


By: 
Print Name: Lance Fair
Title: Vice President

STATE OF Florida)
) SS:
CITY/COUNTY OF Orange)

I HEREBY CERTIFY that on this 3rd day of November, ²⁰⁰⁸ before me, the undersigned officer, personally appeared Lance Fair, who acknowledged ~~herself~~ himself to be the Vice President of UST Prime III Hotel GP Corp., and that ~~she~~ he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Lance Fair, as Vice President of UST Prime III Hotel GP Corp.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.




Notary Public

My Commission expires: 7/24/2010

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TENANT:

151 W. ADAMS MASTER TENANT LLC,
an Illinois limited liability company
By: Reschke Chicago Partners, LLC,
an Illinois limited liability company
Its: Manager

ATTEST:

By: *Robert S. Reschke*
Print Name: Robert S. Reschke
Title: _____

By: *Mark K. Cynkar*
Print Name: Mark K. Cynkar
Title: Authorized Representative

STATE OF Illinois)
CITY/COUNTY OF Cook) SS:

I HEREBY CERTIFY that on this 3rd day of November, 2008, before me, the undersigned officer, personally appeared Mark K. Cynkar, who acknowledged herself/himself to be the Authorized Representative of Reschke Chicago Partners, LLC, Manager of 151 W. Adams Master Tenant LLC, and that s/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Mark K. Cynkar, as Authorized Representative of Reschke Chicago Partners, LLC, Manager of 151 W. Adams Master Tenant LLC.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Heidi Schaffer
Notary Public

My Commission expires:

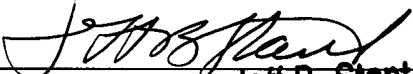



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MANAGER:

MARRIOTT HOTEL SERVICES, INC.,
a Delaware corporation

ATTEST:

By: 
Print Name: Jeff B. Stant
Title: Assistant Secretary

By: 
Print Name: Yoav Gery
Title: Authorized Signatory

STATE OF MARYLAND)
) SS:
CITY/COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 5th day of November 2008, before me, the undersigned officer, personally appeared Yoav Gery, who acknowledged herself/himself to be the Authorized Signatory of Marriott Hotel Services, Inc., and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of himself, as Authorized Signatory of Marriott Hotel Services, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public

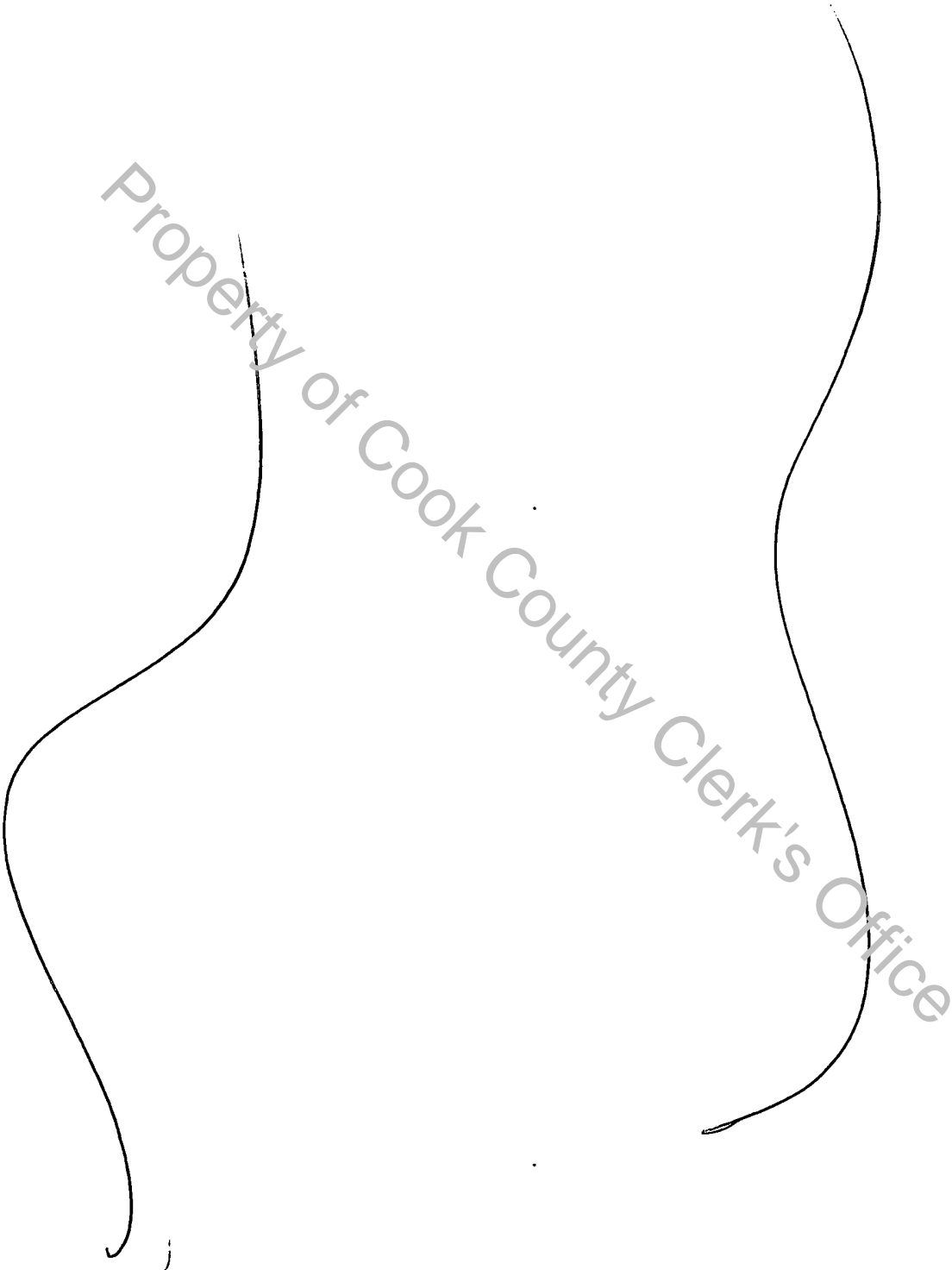
My Commission expires:

ANNE R. SMITH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 1, 2010

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EXHIBIT A

LEGAL DESCRIPTION OF THE SITE



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EXHIBIT A

Legal Description

PARCEL 1:

HOTEL PARCEL A

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL B

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 66.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, 222.37 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.75 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 MINUTES WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, 17.54 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;

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THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 1.11 FEET;
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL C

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 196.20 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32
 SECONDS EAST, 54.31 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 59.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT;
 THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, ALONG SAID
 WEST LINE, 55.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE
 SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 127.73 FEET THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL D

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF 57.34 FEET;
 THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32
 SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 9.91 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32

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SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 50.59 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 1.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL E

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 33.03 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL F

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET

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TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART THEREOF,

OFFICE PARCEL 3

THE WEST 13 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED AS OF MAY 6, 2003 AND RECORDED AUGUST 14, 2003 AS DOCUMENT 0322645090 MADE BY AND BETWEEN FEDERAL RESERVE BANK OF CHICAGO, A FEDERALLY CHARTERED CORPORATION AND LASALLE-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND UPON THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2 AND 4.2 OF THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MARCH 5, 2008 AND RECORDED MARCH 6, 2008 AS DOCUMENT 0806641192 MADE BY AND BETWEEN UST PRIME III HOTEL OWNER, L.P. AND UST PRIME III OFFICE OWNER, L.P. OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND:

RETAIL PARCEL 1

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 288.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE, 74.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 35.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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RETAIL PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 103.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.40 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 25.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 24.85 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.62 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.67 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.93 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE, 66.12 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 62.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE THEREOF, 62.57 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 24.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.63 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET;

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THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.09 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 1.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.59 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.56 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 78.23 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 54.31 FEET TO
 THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50
 SECONDS EAST, 196.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 1

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 62.57 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.88 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 34.21 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 188.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO THE WEST LINE OF SAID TRACT; THENCE
 NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE,
 18.18 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39
 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET;

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THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.67 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 14.00 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.62 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET;
 THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 24.85 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 15.94 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 16.40 FEET TO
 THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44
 SECONDS EAST, 40.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET
 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES
 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20
 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01
 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET
 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES
 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08
 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET

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TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 4

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PIN: 17-16-220-001-0000

ADDRESS: 151 W. ADAMS STREET, CHICAGO, ILLINOIS

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