20223765.3 01-28-09

Prepared by and to be Returned to:

Alvin L. Kruse Elizabeth V. Pfeiler Seyfarth Shaw LLP 131 South Dearborn Street, Suite 2400 Chicago, Illinois 60603

Permanent Tax Index Numbers and Address: See Exhibit A



Doc#: 0906531071 Fee: \$100.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 03/06/2009 11:52 AM Pg: 1 of 33

SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT dated as of March 6, 2009 (this "Agreement"), by and among --

UST PRIME III OFFICE OWNER, L.P., an Illinois limited partnership (the "Borrower"),

THE PRIME GROUP, INC., an Illinois corporation ("Prime Group"), and RESCHKE CHICAGO PARTNERS, LLC, an Illinois limited liability company ("Reschke Partners") (the "Guarantors"),

UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership (the "LP"), and UST PRIME III OFFICE GP, LLC, an Illinois limited liability company ("New GP") (the "Assignors") (the Borrower, the Guarantors and the Assignors being sometimes referred to herein collectively as the "Borrower/Cuarantor/Assignor Parties"), and

THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("PrivateBank"), and THE BUSINESS BANK OF ST. LOUIS, a Missouri banking corporation (together with PrivateBank, the "Lenders");

WITNESSETH:

WHEREAS, the documents described below (the "<u>Documents</u>") were heretofore entered into by the parties indicated below:

(i) Amended and Restated Construction Loan Agreement dated as of July 15, 2008 (the "Loan Agreement"), by and among the Borrower and the Lenders;

- (ii) Construction Loan Mortgage Notes dated July 15, 2008, from the Borrower to the Lenders in the aggregate principal amount of \$50,000,000 (the "Notes");
- (iii) Construction Loan Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of March 4, 2008 (the "Mortgage"), from the Borrower to PrivateBank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 6, 2008, as Document No. 0806641197;
- (iv) Construction Loan Assignment of Rents and Leases dated as of March 4, 2008 (the "Assignment of Rents"), from the Borrower to PrivateBank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 6, 2008, as Document No. 0806641198;
- (v) Security Agreement (Limited Partnership Collateral) dated as of March 4, 2008 (the "Security Agreement"), from the Assignors to PrivateBank;
- (vi) Construction Loan Indemnity Agreement dated as of March 4, 2008, from the Borrower and the Guarantors to PrivateBank;
- (vii) Construction Loan Guaranty of Payment and Performance dated as of March 4, 2008 (the "Guaranty"), from the Guarantors to PrivateBank; and
- (viii) Agreement Regarding Marter Lease Structure dated as of March 4, 2008, by and among PrivateBank, the Borrower and the Master Tenant and the Subtenant (each as defined in the Original Loan Agreement), and
- WHEREAS, the Borrower/Guarantor/Assignor Parties and PrivateBank heretofore entered into the Modification Agreement dated as of July 15, 2008 (the "Previous Modification"), which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 2008, as Document No. 0820333003; and
- WHEREAS, the Documents, as they may have been modified and amended by the Previous Modification, encumber the real estate described in **Exhibit A** attached hereto (the "Real Estate") and the personal property located thereon; and
- WHEREAS, parties desire to make certain modifications and amendments to the Documents, as they may have been modified and amended by the Previous Modification, as more fully provided for herein, all as modifications, amendments and continuations of, but not as novations of, the Documents;
- NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Effective Date of Amendments; Defined Terms; References to Documents.

- (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.
- (b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement.
- (c) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modification, whether or not express reference is made to such previous modifications and amendments.

Section 2. Mcreer of General Partner.

- (a) By signing this Agreement, the Borrower/Guarantor/Assignor Parties hereby request that the Lenders formalize and reaffirm their prior informal consent to the merger of UST Prime III Office GP Corp., an Illinois corporation (the "Original GP"), with UST Prime III Office GP Acquisition, LLC, an Illinois limited liability company that is now known as UST Prime III Office GP, LLC (the "New GF"), pursuant to which the New GP is the surviving entity (the "GP Merger"), which is evidenced by those certain Articles of Merger dated December 30, 2008. Further, the Borrower/Guarantor/Assignor Parties represent and warrant as follows to the Lenders:
 - (i) The means for accomplishing the GP Merger was as follows: (A) organizing the New GP as a new Illinois limited in bility company, (B) the New GP acquiring all of the capital stock of the Original GP, (C) the Original GP being merged into the New GP, as a result of which the New GP became the owner of the general partnership interest in the Borrower, and (D) the New GY is anging its name to UST Prime III Office GP, LLC.
 - (ii) The ownership of the New GP after the GP Merger is exactly the same as the ownership of the Original GP prior to the GP Merger.
 - (iii) As a result of the GP Merger, (A) all of the property of the Criginal GP became the property of the New GP, subject to all of the pre-existing liens and security interests on such property, and (B) all of the rights and obligations of the Original GP became rights and obligations of the New GP.
- (b) In reliance on the foregoing representations and warranties by the Borrower/Guarantor/Assignor Parties and in consideration of and reliance on the agreements and the other representations and warranties of the Borrower/Guarantor/Assignor Parties contained in this Agreement, the Lenders hereby formalize and reaffirm their prior informal consent to the GP Merger, it being understood that the Lenders' consent to the GP Merger applies to the GP Merger only and that the Lenders by consenting to the GP Merger do not waive any restrictions contained in the Loan Documents on other transfers of direct and indirect interests in the

Borrower, including, without limitation, the restrictions contained in Section 6.20 of the Loan Agreement.

(c) Without limitation on the generality of the foregoing provisions of this Section, the New GP acknowledges and agrees that by virtue of the GP Merger, the New GP succeeds the Original GP as the owner of the general partner interest in the Subtenant, subject to the lien and security interest with respect thereto contained in the Security Agreement, and that the New GP became a party to and bound by, and the holder of the rights of the Original GP under, the Security Agreement. In addition, the New GP hereby assumes and agrees to pay and perform all of the obligations of the Original GP under the Security Agreement. The New GP hereby consents to an filing of an amendment to the Uniform Commercial Code Financing Statement relating to the Security Agreement, changing the name of the debtor therein to be the name of the New GP, without the name of a signature of the New GP.

Section 3. Ariendment and Restatement of Master Lease and Sublease.

- By signing this Agreement, the Borrower/Guarantor/Assignor Parties hereby (a) request that the Lenders consent to the Master Lease and the Sublease being amended and restated in their entirety by an Ame ided and Restated 208 S. LaSalle Master Lease Agreement dated as of the date of this Agreement (the "Amended Master Lease"), and an Amended and Restated 208 S. LaSalle Master Sublease Agreement dated as of the date of this Agreement (the "Amended Sublease"), respectively. In consideration of and reliance on the agreements, representations and warranties of the Borrowe /Gi arantor/Assignor Parties contained in this Agreement, the Lenders consent to the Master Leave and the Sublease being amended and restated in their entirety by the Amended Master Lease, and the Amended Sublease, respectively, it being understood that such consent by the Lenders applies to the Amended Master Lease and the Amended Sublease only and that the Lenders by granting this consent do not waive any restrictions contained in the Loan Documents on modifications of amendments of the Amended Master Lease or the Amended Sublease, including, without limitation, the restrictions contained in Section 6.18 of the Loan Agreement. From and after the date of this Agreement, all references in the Documents, as they may have been modified and amended by the Previous Modification, to the "Master Lease" and the "Sublease" shall be deemed to be references to the Amended Master Lease and the Amended Sublease, respectively, and all of the Documeras, as they may have been modified and amended by the Previous Modification, are hereby and diffied and amended accordingly.
- (b) It is a condition of the consent contained in paragraph (a) of this Section that the Borrower shall obtain from the Master Tenant and the Subtenant a written confirmation to the Lender, in a form acceptable to the Lender, to the effect that that the Structure Agreement applies to the Amended Master Lease and the Amended Sublease.
- Section 4. Organization Chart. At the time of the execution and delivery of this Agreement, the parties are executing a Memorandum of Agreement Concerning Organization Chart. The Loan Agreement is hereby modified and amended effective as of the date of this Agreement by replacing the Organization Chart which is attached to the Loan Agreement as Exhibit F with the Organization Chart which attached to such Memorandum of Agreement Concerning Organization Chart.

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<u>Section 5</u>. <u>Change in Notice Address</u>. The Notice Address for the Borrower contained in the Documents is hereby modified and amended by adding the following as a party to receive copies of Notices to the Borrower:

Chevron U.S.A. Inc. 345 California Street, 30th Floor San Francisco, California 94104 Attention: Mr. Charles Hall

Holland & Knight LLP 10 St. James Avenue Boston, Massachusetts 02116 Attention: William F. Machen, Esq.

The Notice Address for the Agent and for The PrivateBank and Trust Company contained in the Documents is hereby modified and amended to be as follows:

The PrivateBank and Trust Company 120 South LaSalle Street Chicago, Ilinois 60603 Attention: Commercial Real Estate Division

The ZIP Code in all Notice Addresses at 321 North Clark Street, Chicago, Illinois, contained in the Documents is hereby modified and amended to be '60654".

- Section 6. Representations and Warranties. The term "Signing Entity" as used in this Section means any entity (other a Borrower/Guarantor/Assignor Party itself) that appears in the signature block of any Borrower/Guarantor/Assignor Party in this Agreement, any of the Documents or the Previous Modification, if any. In order to induce PrivateBank to enter into this Agreement, the Borrower/Guarantor/Assignor Parties hereby represent and warrant to PrivateBank as follows as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement. However, it is understood and agreed that no Borrower/Guarantor/Assignor Party makes any representation or warranty concerning any other Borrower/Guarantor/Assignor Party, or concerning any Signing Entity other than iceals (if it is a Signing Entity) and those Signing Entities that are in its own signature block, but this sentence shall not be construed to relieve the Guarantors from their obligations under Section 4 of the Guaranty.
- (a) The Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents to which it is a party and the Previous Modification, and to perform and consummate the transactions contemplated hereby and thereby.
- (b) Prime Group is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each

of the Documents to which it is a party and the Previous Modification, and to perform and consummate the transactions contemplated hereby and thereby.

- (c) Reschke Partners is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents to which it is a party and the Previous Modification, and to perform and consummate the transactions contemplated hereby and thereby.
- (d) The LP is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documente to which it is a party and the Previous Modification, and to perform and consummate the transportions contemplated hereby and thereby.
- (e) The New GP is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents to which it is a party and the Previous Modification, and to perform and consummate the transactions contemplated hereby and thereby.
- (f) Each Signing Entity is duly organized, validly existing and in good standing under the laws of the State in which it is organized, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute this Agreement and the other Documents and the Previous Modification in the capacity shown in each signature block contained in this Agreement and the other Documents and the Previous Modification in which its name appears, and such execution has been duly authorized by all necessary legal action applicable to such Signing Entity.
- been duly authorized, executed and delivered by such of the Borrower/Guarantor/Assignor Parties as are parties thereto, and this Agreement and each of the Documents and the Previous Modification constitute a valid and legally binding obligations enforceable against such of the Borrower/Guarantor/Assignor Parties as are parties thereto. The execution and delivery of this Agreement and the Documents and the Previous Modification and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the organizational documents of any Borrower/Guarantor/Assignor Party or any Signing Entity, or any agreement or other instrument to which any of the Borrower/Guarantor/Assignor Parties or any Signing Entity is a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.
- (h) The Borrower/Guarantor/Assignor Parties are in full compliance with all of the terms and conditions of the Documents to which they are a party and the Previous Modification, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modification.

- (i) There is no litigation or administrative proceeding pending or to the knowledge of the Borrower/Guarantor/Assignor Parties threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents or the Previous Modification, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor/Assignor Parties or any Signing Entity, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents or the Previous Modification, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor/Assignor Parties.
 - (j) The statements contained in the recitals to this Agreement are true and correct.

Section Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as they may have previously been modified and amended by the Previous Modification and as expressly modified and amended as proved herein. In order to induce PrivateBank to enter into this Agreement, the Borrower/Guarantor/Assignor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, as they may have previously been modified and amended by the Previous Modification and as modified and amended as proved herein; (ii) acknow to lige and agree that PrivateBank, by entering into this Agreement, does not waive any existing or fiture default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that Private Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge and agree that they do not have any defense, set-off or counterclaim to the payment or performance of any of their colligations under the Documents, as they may have previously been modified and amended by the Previous Modification and as modified and amended as proved herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as they may have previously been modified and amended by the Previous Modification and as modified and amended as provided herein.

Section 8. Certifications, Representations and Warranties. In order to induce PrivateBank to enter into this Agreement, the Borrower/Guarantor/Assignor Parties hereby certify, represent and warrant to PrivateBank that all certifications, representations and warranties contained in the Documents and in the Previous Modification and in all certificates heretofore delivered to PrivateBank are true and correct in all material respects as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.

<u>Section 9</u>. <u>Entire Agreement; No Reliance</u>. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth. The Borrower/Guarantor/Assignor Parties

acknowledge that they are executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

- <u>Section 10</u>. <u>Successors</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- <u>Section 11</u>. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13 Construction.

- (a) The words "nereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- (e) The Borrower/Guarantor/Assignor Parties and PrivateRank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to re resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.
- <u>Section 14.</u> <u>Execution of Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S), IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

UST PRIME III OFFICE OWNER, L.P.

By UST Prime III Office GP, LLC, Successor by Merger to UST Prime III Office GP Corp., General Partner

By UST Prime Joint Venture III, L.P., Sole Member

By UST XIX Corporation, General Partner

By Lance Fair, Vice President

THE PRIME GROUP, INC.

Openy Ox

Michael W. Reschke, Chairman and Chief
Executive Officer

RESCHKE CHICAGO PARTNEPS, LLC

By_______Michael W. Reschke, Manager

UST PRIME JOINT VENTURE III, L.P.

By UST XIX Corporation, General Partner

By Lance Fair, Vice President

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

UST PRIME III OFFICE OWNER, L.P.

By UST Prime III Office GP LLC Sugges

UST Prime III Office GP Corp., General Partner
By UST Prime Joint Venture III, L.P., Sole Member
By UST Prime Joint Venture III, L.P., Sole Member By UST XIX Corporation, General Partner By
Ву
Lance Fair, Vice President
THE PRYME GROUP, INC.
· C
By Michael W. Reselho
Michael W. Resc'ık's, Chairman and Chief
Executive Officer
RESCHKE CHICAGO PARTNERS, CLC
By_ Michael W. Ruello
Michael W. Reschke, Manager
UST PRIME JOINT VENTURE III, L.P.
By UST XIX Corporation, General Partner
Ву
Lance Fair, Vice President

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UST PRIME III OFFICE GP, LLC, Successor by Merger to UST Prime III Office GP Corp.

By UST Prime III Joint Venture, LP, Sole Member

By UST XIX Corp., General Partner

Lance Fair, Vice President

THE PRIVATEBANK AND TRUST COMPANY, as Lender and Agent

By Katie Janik, Associate Managing Director

THE BUSILESS BANK OF ST. LOUIS

By Printed Name: Title:

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UST PRIME III OFFICE GP, LLC, Successor by Merger to UST Prime III Office GP Corp.

By UST Prime III Joint Venture, LP, Sole Member

By UST XIX Corp., General Partner

By
Lance Fair, Vice President
THE PRIVATEBANK AND TRUST COMPANY,
as Lender and Agent
Ry Latie Jamk
Katie Janik, Associate Managing Director
4
THE BUSINESS BANK OF ST. LOUIS
4/5
Robert S. Heyder, Vice President
Robert S. Heyder, Vice President
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UST PRIME III OFFICE GP, LLC, Successor by Merger to UST Prime III Office GP Corp.

By UST Prime III Joint Venture, LP, Sole Member

By UST XIX Corp., General Partner

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STATE OF HLINOIS)	SS
COUNTY OF COOK) ORANGE	33
corporation, the general partner of U	was acknowledged before me this 30 day of fair, Vice President of UST XIX Corporation, a Florida f UST Prime Joint Venture III, L.P., an Illinois limited ST Prime III Office GP, LLC, an Illinois limited liability UST Prime III Office Owner, L.P., an Illinois limited is.
A VTHY MY E. MARCUS MY COMMISSI DN # DD 577123 EXPIRES: Any 24, 2010 Bonded Thru Nota, Public Indenwriters	Printed Name: Arthory E. Muscus
Ox	Notary Public
	Commission Expires: 07/24/2010
STATE OF ILLINOIS)	SS
COUNTY OF COOK)	C
	was acknowledged before me this day of W. Reschke, Chairman and Chief Executive Officer of The ation, on behalf of the corporation.
	C/O/A
	7,6
	Printed Name:
	Notary Public
	Commission Expires:

0906531071 Page: 15 of 33

STATE OF ILLINOIS)	SS
COUNTY OF COOK)	33
, 2009, b corporation, the general partnership, the sole me	y Lance Fartner of mber of US partner of	was acknowledged before me this day of air, Vice President of UST XIX Corporation, a Florida I UST Prime Joint Venture III, L.P., an Illinois limited ST Prime III Office GP, LLC, an Illinois limited liability UST Prime III Office Owner, L.P., an Illinois limited
000	132 Ox	Printed Name: Notary Public Commission Expires:
STATE OF ILLINOIS COUNTY OF COOK)	SS SS
January, 2009, by	Michael V	was acknowledged before me this 3th day of V. Reschke, Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation. Chairman and Chief Executive Officer of The ation, on behalf of the corporation.
		"OFFICIAL SEAL" # Catherine S McNamara Notary Public, State of Illinois Commission Expires 2/20/2011

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STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instrument was January, 2009, by Michael W. R. Illinois limited liability company, on beh	s acknowledged before me this 30% day of eschke, Manager of Reschke Chicago Partners, LLC, an alf of the company.
No	ated Name: CHAVIL S HONGMAY A Public Inmission Expires: 2/20/20/
STATE OF ILLINOIS) COUNTY OF COOK)	"OFFICIAL SEAL" Catherine S McNamara Notary Public, State of Illinois Commission Expires 2/20/2011
, 2009, by Lance Fair,	acknowledged before me this day of Vice President of UST XIX Corporation, a Florida T Prime Join, Venture III, L.P., an Illinois limited and limited parties ship.
Not	ary Public numission Expires:

0906531071 Page: 17 of 33

STATE OF ILLINOIS)	,
COUNTY OF COOK)	SS
, 2009, by Michae	ent was acknowledged before me this day of el W. Reschke, Manager of Reschke Chicago Partners, LLC, an
Illinois limited liability company	, on benait of the company.
6	
70	Printed Name:
CV _X	Notary Public Commission Expires:
	Commission Expires.
FLORIDA) <u></u>
STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	
The foregoing instrume	ent was acknowledged before me this 30th day of
corporation the general norther	Fair, Vice P esident of UST XIX Corporation, a Florida
partnership, on behalf of said corp	of UST Prime Joint Venture III, L.P., an Illinois limited
parationing, on contain or said con	poration and minical paraprismp.
MUSEL ANTIQUES MARRIED	
ANTHONY E. MARCUS MY COMMISSION # DD 577123	Add 5 Mars
EXPIRES: July 24, 2010 Bonded Thru Notary Public Underwriters	Printed Name: Anthony F. Marces
	Notary Public
	Commission Expires: 07/24/2018
	Ux.

0906531071 Page: 18 of 33

FLORIDA	
STATE OF I LLINOI S)	
)	SS
COUNTY OF GOOK)	
The foregoing instrument	was acknowledged before me this 32th day of
January, 2009, by Lance	Fair, Vice President of UST XIX Corporation a Florida
corporation, the general partner of	of UST Prime Joint Venture III, L.P., an Illinois limited
partnership, the sole member of U	JST Prime III Office GP, LLC, an Illinois limited liability
company, on behalf of said entities.	•
	•
AN HONY E. MARCUS	
MY COMMIS SION # DD 577123 EXPIRES 36/9 24, 2010	AH- TM
Bonded Thru Notary out to Underwriters	au com
	Printed Name: Anthony E. Marcus
	Notary Public
9	Commission Expires: 01/24/2010
STATE OF ILLINOIS)	
)	SS O
COUNTY OF COOK	
,	
The foregoing instrument	was acknowledged before me this day of
, 2009, by Katie Jar	nik, Associate Maneging Director of The PrivateBank and
Trust Company, an Illinois banking	corporation, on behalf of the corporation.
· ·	
	Printed Name:
	Notary Public
	Commission Expires:

0906531071 Page: 19 of 33

STATE OF ILLINOIS)	00	
COUNTY OF COOK)	SS	
The foregoing i	nstrumen Lance	t was acknowledged before Fair, Vice President of US'	re me this day of T XIX Corporation, a Florida
corporation, the general	partner of U	of UST Prime Joint Ventur JST Prime III Office GP, LI	e III, L.P., an Illinois limited LC, an Illinois limited liability
0000			
100			
	24	Printed Name:	
		Notary Public	
	0	Commission Expires:	
	Ť		
STATE OF ILLINOIS)	0	
)	SS O	
COUNTY OF COOK)		
<u>March</u> , 2009, by	Katie Jan	was acknowle lgod befor nik, Associate Managing Dir corporation, on behalf of the	rector of The PrivateBank and
		7	
		Amfulte.	Handin
		Printed Name: Unarlot	Te Gosselin
		Notary Public	
		Commission Expires:	CHARLOTTE GOSPALIN
			NOTARY PUBLIC, STATE OF ILLPIUM AMY COMMISSION EXPIRES 2-28-2212

0906531071 Page: 20 of 33

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STATE OF MISSOURI)	
، اسو)	SS
COUNTY OF Show's	2)	

The foregoing instrument was acknowledged before me this 310 day of MACL, 2009, by Robert S. Heyder, Vice President of The Business Bank of St. Louis, a Missouri banking corporation, on behalf of the corporation.

Proberty of Coot County Clert's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Legal Description Of The Office Parcel

PARCEL 1:

OFFICE PARCEL 1

THE WEST TO 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 LFLOW 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 DECREES 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, 3.24 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 60 DEGREES 12 MINUTES 59 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 4' MINUTES 01 SECONDS WEST. 188.59 FEET; THENCE NORTH 00 DEGREES 12 MENUTES 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 FLET: 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 02 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; 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 COR'VEH 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 SECOND'S EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEFT 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 SUSTIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, 10 WNSHIP 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.

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.

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 DELAWARF, LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND OPEN THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR 7'1E BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MARCH 5, 2008, AND RECORDED MARCH 6, 2008 AS LOCUMENT 0806641192 MADE BY AND BETWEEN UST PRIME III HOTEL OWNER, L.P. AND UST PRIME III OFFICE OWNER, L.P. FOR THE PURPOSE OF INGRESS AND FGRESS OVER THE FOLLOWING DESCRIBED LAND:

HOTEL PARCEL A

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUPDIVISION 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, 21.76 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 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, § 34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; VAPINCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUCH 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 FEFT, 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 FET 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 SECONDS WEST, 21.56 FEET; THENC'S 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 PN 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 PAKCEL 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 / HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION CF +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 DEGREE'S 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 60 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 59 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 DESCRIBED AS FOLLOWS 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 FLANE 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

O1 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.

CACA: ZOS 3 LASALLE, CALVACO, ICONOLLY P.N 10: 17.16-220-001-0000 Property of Cook County Clerk's Office

Legal Description Of The Retail Parcel

PARCEL 1:

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 LITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL FOUNDARY 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 FEF1; 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 & 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.

RETAIL PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF PLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACI, 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 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 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, 62.49 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 DAIUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FLFT 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 SECCND3 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, 74.82 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; 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, 50.50 FFET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.56 FEET; THENCENORTH 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 SECINNING, IN COOK COUNTY, ILLINOIS.

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 OPEN THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY 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. FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

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 PLANG HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM, IN COO'S 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 TURD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND I YING 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 WF ST, 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, 22.76 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 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; 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, LYIN 3 BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CAUCAGO 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 82 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 FEDT; 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 DEGPEES 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 87 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 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 8º DEGREES 46 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 33.52 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 SECOND'S WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.04 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 9.67 FEE'1, 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, TO WNSHIP 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 AP OVE 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 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 DESCRIBED AS FOLLOWS, 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 RELOW 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 SCUTH 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; THEN CE SOUTH 89 DEGREES 47 MINUTES O1 SECONDS EAST, 10.11 FEET; THENCE NORTY 30 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

OCA: 208 S. LASALLE CHICAGO, FOLDOS p.J. W. 17.16-220-001-0000