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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Kagei & Matsunaga LLP 19191 South Vermont Avenue Suite 420 Torrance, CA 90502 Attn: Geoffrey D. Matsunaga 09073109

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SEVENTH AMENDME'NT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of October 12, 1999, by and between SHUWA RIVERFROWT PARTNERSHIP, an Illinois limited partnership ("Assignor"), and THE DAI-ICHI KANGYO BANK, LTD., a Japanese banking corporation acting through its Los Angeles Agency ("Assignee").

RECITALS

A. Pursuant to that certain Amended and Restated Secured Credit Agreement dated as of January 11, 1996, among Shuwa Investments Corporation, a California corporation (the "Borrower"), Assignor, Shuwa Corporation of Chicago, an Illinois corporation ("Shuwa Chicago"), Shuwa Wacker Corporation, an Illinois corporation ("Shuwa Wacker"), and Assignee (as modified by that certain Loan Modification Agreement dated as of July 11, 1996, that certain Second Loan Modification Agreement dated as of January 13, 1997, that certain Third Loan Modification Agreement dated as of July 11, 1997, that certain Fourth Loan Modification Agreement dated as of January 12, 1998, that certain Fifth Loan Modification Agreement dated as of July 10, 1998, and that certain Sixth Loan Modification Agreement

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dated as of April 12, 1999, the "Credit Agreement"), Assignee made a loan to the Borrower in the original principal amount of \$21,000,000 (the "Loan").

- B. The Loan is evidenced by that certain Amended and Restated Secured Promissory Note dated January 11, 1996, as modified by that certain Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1996, that certain Second Amendment to Amended and Restated Secured Promissory Note dated as of January 13, 1997, that certain Third Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1997, that certain Fourth Amendment to Amended and Restated Secured Promissory Note dated as of January 12, 1998, that certain Fifth Amendment to Amended and Restated Secured Promissory Note dated Secured Promissory Note dated as of July 10, 1998, and that certain Sixth Amendment to Amended and Restated Secured Promissory Note dated as of April 12, 1999 (as so modified, the "Note"), made by the Borrower in favor of Assignee in the original principal amount of \$21,000,000.
- The Note is secured by, among other things, (i) that certain Amended and Restated Mortgage and Security Agreement dated as of January 11, 1996, executed by Assignor, as mortgagor, for the benefit of Assignee, as mortgage: recorded on February 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-157849, as modified by that certain Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-822720, that certain Second Amendment to Amended and Restated Mortgage and Security Agreement dated as of January 13, 1997, recorded on May 2, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309092, that certain Third Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County, Ill Mois, as Document No. 97-603935, that certain Fourth Amendment to Fine ided and Restated Mortgage and Security Agreement dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-182997, that certain Fifth Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-910569, and that certain Sixth Amendment to Amended and Restated Mortgage and Security Agreement dated as of April 12, 1999, recorded on May 26, 1999, in the Office of the Recorder of Cook County, Illinois, as Document No. 99-505004 (as so modified, the "Mortgage"), and (ii) that certain Amended and Restated Collateral Assignment of Leases and Rents dated as of January 11, 1996, executed by Assignor, as assignor, for the benefit of Assignee, as assignee, recorded on February 29, 1996,

in the Office of the Recorder of Cook County, Illinois, as Document No. 96-158386, as modified by that certain Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-822721, that certain Second Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of January 13, 1997, recorded on May 2. 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309091, that certain Third Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-608380, that certain Fourth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 53-182998, that certain Fifth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County Illinois, as Document No. 98-910570, and that certain Sixth Amendment Co Amended and Restated Collateral Assignment of Leases and Rents dated as of April 12, 1999, recorded on May 26, 1999, in the Office of the Recorder of Cook County, Illinois, as Document No. 99-505005 (as so notified, the "Lease Assignment").

- The Borrower's performance of its obligations with respect to the Loan have been guaranteed by Shuwa Corporation, a Japanese corporation and the parent company of the Borrower (the "Guarantor"), pursuant to that certain Japanese language Revised Guarantee (kaitei hoshosho) dated January 11, 1996, executed by the Guarantor in favor of Assignee (the "Guaranty"). The Credit Agreement, the Note, the Mortgage, the Lease Assignment, the Guaranty and any other agreements, documents and instruments related to, evidencing, governing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"
- Concurrently herewith, the Borrower, Assignor Shuwa Chicago, Shuwa Wacker and Assignee are entering into that certain Seventh Loan Modification Agreement (the "Modification Agreement") and certain other documents and agreements of even date herewith (collectively, the "Modification Documents") to amend the Loan Documents to extend the maturity date of the Loan to April 12, 2000, and make such other modifications as set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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1. Amendments to Lease Assignment.

- 1.1 <u>Definitions</u>. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to such terms in the Modification Agreement.
- 1.2 References to the "Note". Each reference in the Lease Assignment to the "Note" or words of like import referring to the Note shall be deemed to refer to the Note as amended by that certain Seventh Amendment to Amended and Restated Secured Promissory Note dated as of even date herewith executed by and between the Borrower and Assignee.
- 1.3 <u>References to the "Credit Agreement"</u>. Each reference in the Lease Assignment to the "Credit Agreement" or words of like import referring to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by the Modification Agreement.
- 1.4 <u>References to the "Mortgage"</u>. Each reference in the Lease Assignment to the "Mortgage" or words of like import referring to the Mortgage shall be deemed to refer to the Mortgage as amended by that certain Sevenc's Amendment to Amended and Restated Mortgage and Security Agreement sated as of even date herewith executed by and between Assignor and Assignee.
- 1.5 <u>References to Loar Documents</u>. Each reference in the Lease Assignment to any other Loan Document shall be deemed to refer to such other Loan Document as amended by the Modification Documents.
- 2. Ratification. IT IS FURTHER MUTUATLY UNDERSTOOD AND AGREED by Assignor and Assignee that the Lease Assignment, as amended hereby, is hereby ratified and confirmed, shall continue in full force and effect, and shall continue to secure payment and performance of the obligations set forth and described in the Loan Documents as amended by the Modification Documents.
- 3. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 4. <u>Governing Law</u>. This Amendment shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of Illinois without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Amendment to be executed by its duly authorized representative as of the date first set forth above. 09073109

> SHUWA RIVERFRONT LIMITED PARTNERSHIP an Illinois limited partnership

By SHUWA CORPORATION OF CHICAGO Its General Partner

Name: Takaji Kobayashi

Title: President

DOOP OF THE DAI-ICHI KANGYO BANK, LTD. Los Angeles Agency

Morihiro Samiya Title.

Senior Vice President

int Control of the Co 🐔 Joint General Manager

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State of California)		
County of Los Angeles)		0907
on October 25 , 1999, before Public, personally appeared known to me or proved to me of be the person whose name is a acknowledged to me that he/sh capacity, and that by his/her or the entity upon behalf of instrument.	n the basi subscribed e executed r signature	s of satisfact to the within the same in h on the instru	_, personally cory evidence to instrument, and his/her authorized ment the person,
[seal]	WITNESS	S my hand and	official seal.
MARY NISHINA Commission # 1/54355 Notary Public - California Los Angeles County My Comm. Expires Sep 30, 2001		taylush	
State of California County of Los Angeles	of Co		
On November 1, 1999, before Public, personally appeared known to me or proved to me of be the person whose name is stacknowledged to me that he/sh capacity, and that by his/her or the entity upon behalf of instrument.	Morihi on the basis subscribed the executed signature	ro Sumiya s of savisfact to the within the same in h on the instru	_, personally ory evidence to instrument, and is/her authorized ment the person,
HOLLIE T. LUONG Commission # 1093443 Notary Public — Callforn Los Angeles County My Comm. Expires Apr 8, 2	alia X	S my hand and	official seal.

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PARCEL 1:

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

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

ALSO

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

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

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944 MADE BY AND BETWEEN, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1986 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC. LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339 AND THE JDC-TISHMAN, CHICAGO HOTEL COMPANY, AS AMENDED BY FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AUGUST 23, 1989 AND RECORDED AUGUST 24, 1989 AS DOCUMENT 88384561 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, DESCRIPTION OF TRUST NUMBER 112420; QUAKER TOWER PARTNERSHIP, BCE DEVELOPMENT PROPERTIES, INC., LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339 AND JDC CHICAGO

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HOTEL LIMITED PARTNERSHIP, OVER, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

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

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

AND

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

BEGINNING AT THE POINT OF INTERSECTION OF THE WLST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID FLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH (HE FAST LINE OF NORTH CLARK STREET, THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 126.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SCOTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SCOTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE PARKING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1966 AS DOCUMENT NO. 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, OVER, ACROSS, UNDER AND

UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

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

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; T'LL'CE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONTRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STICLT; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STICLT; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE +60.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WIST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 6 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 301.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT 88384566 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1961 AND KNOWN AS TRUST NUMBER 104102 (THE GRANTOR) AND SHUWA RIVERFRONT LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39

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NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 3 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF NORTH CLARY, STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET) A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE, AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109493, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 104102, OVER THE FOLLOWING DESCRIBED LAND:

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

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID DIOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 1 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90 DEGREES EAST A DISTANCE OF 135.02 FEET TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL; THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH (DEGREES WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF A 4.95 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 36.71 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 138.22 FEET; THENCE SOUTH 30 DEGREES EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 19.22 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 76.84

FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 26.16 FEET; THENCE DEGREES EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NO. 17-09-409-006-0000

PROPERTY ADDRESS: 321 N. CLARK STREET

Opening Control County Clerk's Office