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Linda D. White, Esq.
SONNENSCHN NATH & ROSENTHAL LLP
233 S. Wacker Drive, Suite 7800
Chicago, Illinois 60606

AMENDMENT TO GRANT OF AUTOMOBILE ACCESS EASEMENT

by and between

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

and

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

Box 400-CTCC

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AMENDMENT TO GRANT OF AUTOMOBILE ACCESS EASEMENT

THIS AMENDMENT TO GRANT OF AUTOMOBILE ACCESS EASEMENT (this "Amendment") is made and entered into this 18th day of May 2009, by and between HINES REIT 321 NORTH CLARK STREET LLC, a Delaware limited liability company ("Hines"), and 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("353").

WITNESSETH:

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated June 29, 1981 and known as Trust No. 104102, a predecessor-in-interest to 353 and Shuwa Riverfront Limited Partnership, an Illinois limited partnership, a predecessor-in-interest to Hines, entered into that certain Grant of Automobile Access Easement dated August 23, 1988, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 24, 1988 as Document Number 88-384566 (the "Agreement");

WHEREAS, the temporary easement set forth in Section 1 of the Agreement has been terminated by its own terms;

WHEREAS, 353 is in the process of redeveloping the North Parcel, and Hines and 353 (collectively referred to herein as the "Parties" and each, a "Party") desire to amend the Agreement to reflect certain changes due to such redevelopment, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall be as defined in the Agreement.
2. Parties.
 - a) 353 is the current owner of the North Parcel, the legal description of which is attached hereto as Exhibit A and made a part hereof. The term "353" is used for convenience and is intended to have the same definition and be used interchangeably with the term "Grantor" as such term is defined and used in the Agreement.
 - b) Hines is the current owner of the South Parcel, the legal description of which is attached hereto as Exhibit B and made a part hereof. The term "Hines" is used for convenience and is intended to have the same definition and be used interchangeably with the term "Grantee" as such term is defined and used in the Agreement.
 - c) Each of the individuals who have executed this Amendment represents and warrants that he or she is duly authorized to execute this Amendment on behalf of Hines or 353, as the case may be; that all action necessary for such Party to execute, bind the Party, and perform the terms of this Amendment have been taken by such Party and that no other signature and/or authorization is necessary for such Party to enter into, be bound by, and perform the terms of this Amendment.

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3. Definitions.

a) "Lower Carroll Easement Area" shall mean that portion of the South Parcel depicted on Exhibit C attached hereto and made a part hereof.

b) "North Parcel Permanent Easement Area" shall mean that portion of the North Parcel depicted on Exhibit D attached hereto and made a part hereof.

4. Lower Carroll Easement Area Rights. The Hotel Parcel is currently owned by THR Chicago LLC, a Delaware limited liability company ("THR"). THR (or its predecessor in interest) has granted certain exclusive easement rights to Hines for use of that portion of the Hotel Parcel located within the Lower Carroll Easement Area pursuant to that certain Parking Agreement dated January 14, 1986 and recorded January 21, 1986 as document number 86025945 as amended by that certain Letter Agreement dated February 1, 2003.

5. Reciprocal Permanent Easements. Pursuant to Section 2 of the Agreement and effective upon completion of the redevelopment of the North Parcel, which redevelopment shall include, without limitation, a parking garage with access to Kinzie Street, the Parties hereby agree to grant the following reciprocal permanent easements:

a) 353 hereby grants a perpetual, non-exclusive easement to Hines for the benefit of Hines and its successors and assigns as owners of the South Parcel and users of the Tower Garage who are parkers to whom Hines grants continuing access to the Tower Garage and to whom Hines makes a transponder available or other device to identify them and their vehicle, and shall not include outside valet services, delivery vehicles, construction vehicles or other non-emergency transient parkers ("Hines's Permittees") for automobile traffic on, over through and across the North Parcel Permanent Easement Area for access between Kinzie Street and the north line of the South Parcel so as to provide ingress and egress from the Tower Garage.

b) Hines hereby grants a perpetual, non-exclusive easement to 353 for the benefit of 353 and its successors and assigns as owners of the North Parcel and users of the garage on the North Parcel who are parkers to whom 353 grants continuing access to the garage on the North Parcel and to whom 353 makes a transponder available or other device to identify them and their vehicle, and shall not include outside valet services, delivery vehicles, construction vehicles or other non-emergency transient parkers ("353's Permittees"; Hines's Permittees and 353's Permittees are collectively referred to herein as the "Permittees") for automobile traffic on, over through and across the Lower Carroll Easement Area for access between the public access easement of Lower Carroll and the south line of the North Parcel so as to provide ingress and egress from the newly constructed garage on the North Parcel during times and days outside of Rush Hour Time Periods (as hereinafter defined). "Rush Hour Time Periods" shall be defined as the days and hours of Monday through Friday between 7:00 a.m. and 9:00 a.m. and between 4:30 p.m. and 6:30 p.m. Notwithstanding the foregoing, Hines may in its absolute and sole discretion modify the Rush Hour Time Periods by thirty (30) days' prior written notice to 353.

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The grants and conveyances described above in the foregoing subsections of this Section 5 are collectively referred to herein as the "Permanent Easement." The term "Permanent Easement" as defined in the Agreement is hereby modified to specifically refer to the easements granted herein.

6. Permanent Easement Improvements. The Parties have agreed that 353 will construct the parking garage improvements on the easements as described on the plans and specifications which are attached hereto as Exhibit E and made a part hereof (the "Permanent Easement Improvements"). Hines agrees to contribute Ninety Thousand Four Hundred and no/100 Dollars (\$90,400.00) (the "Hines Contribution") toward the cost of the Permanent Easement Improvements payable in two installments as follows: (i) Forty-Five Thousand Two Hundred and no/100 Dollars (\$45,200.00) to be paid within ten (10) days of full execution of this Amendment and (ii) Forty-Five Thousand Two Hundred and no/100 Dollars (\$45,200.00) to be paid within ten (10) days of the issuance of a certificate of occupancy for the newly constructed garage on the North Parcel. 353 agrees to pay any and all cost and expense associated with the Permanent Easement Improvements that exceed the Hines Contribution.
7. Coordination of Parking Access Controls. The Permanent Easement Improvements shall include parking access controls consistent with similar first-class office buildings in the downtown Chicago, Illinois area, including security gates, communication equipment and software, high-speed roll down doors, and similar security features (the "Parking Access Controls"). At no initial or ongoing cost or expense to Hines, 353 shall cause the Parking Access Controls for the Permanent Easement Improvements to be coordinated with Hines and Hines's Permittees, such that the hands-free transponders provided to Hines and Hines's Permittees by 353 permit Hines and Hines's Permittees to activate the Parking Access Controls relating to the Permanent Easement and the Permanent Easement Improvements. At no cost to Hines or Hines's Permittees, 353 shall provide one transponder to Hines and each of the current Hines's Permittees and shall replace any defective transponder without charge. All other replacement transponders for existing Permittees shall be at the cost of such Permittee. To the extent security features are updated, modified or replaced from time to time, the Parties agree to coordinate such updates, modifications and/or replacements so that Hines and Hines's Permittees are able to enter and exit the Tower Garage and the garage to be constructed on the North Parcel utilizing the same updated, modified or replaced security control.

Notwithstanding the foregoing, if 353 elects to make a change or upgrade to the security equipment within its respective Parcel and such upgrade or change requires replacement or modification of the transponders currently in use by Hines and Hines's Permittees in order to permit its continued exercise of the Permanent Easement rights granted herein (including without limitation, transponders and other ingress and egress systems necessary for Hines's Permittees to exercise the Permanent Easement rights) ("Security Upgrade"), then 353 shall either modify the existing transponders or provide new transponders to Hines's Permittees or reimburse Hines for all such additional costs related to providing such replacement or modified transponders to Hines's Permittees within thirty (30) days of receipt of invoices evidencing payment of the additional expenses.

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8. Construction. 353 hereby agrees to comply with the following:

- a) Repair of Damaged Areas. From time to time at the request of Hines, 353 shall, at 353's sole cost and expense, repair any and all damage to the South Parcel and Lower Carroll caused by 353 or its agents, representatives, employees, suppliers, contractors, subcontractors, workmen, mechanics, or suppliers in connection with the construction of the Permanent Easement Improvements and the Phase II Construction.
- b) Safety. At all times during construction of the Permanent Easement Improvements and the Phase II Construction, 353 shall provide appropriate safety devices and personnel reasonably sufficient to allow for the uninterrupted flow of traffic and the protection of persons and property along Lower Carroll.
- c) Construction Standards. In connection with the construction of the Permanent Easement Improvements, that portion of the Phase II Construction up to and including the construction at the Plaza Level, or other construction described herein or in the Agreement, 353 agrees that such construction (i) shall not unreasonably interfere with the use, occupancy or enjoyment of the South Parcel or any part thereof; (ii) comply with all applicable federal state and local laws, statutes, ordinances, codes, rules, regulations and orders (collectively, the "Governmental Requirements"); (iii) comply with all of the provisions of the Agreement (as amended by this Amendment) applicable to 353; (iv) shall be conducted to take all reasonable and prudent precautions to protect Hines's and its permittees' persons and property from injury or damage; and (v) shall be free and clear of all liens or claims therefor.
- d) Dust Control. 353 shall cause its construction contractor to implement and maintain a dust control program throughout the construction period in accordance with Governmental Requirements. Areas surrounding the North Parcel shall be cleaned regularly pursuant to Governmental Requirements to avoid the accumulation of any soil from vehicles arriving at or leaving the site.
- e) Noise. 353 shall regularly monitor noise arising out of the construction activities and take actions to minimize noise so as to insure that noise levels do not exceed Governmental Requirements.
- f) Hazardous Materials. 353 shall be responsible for the removal, encapsulation, transportation, and disposal of any hazardous material as required by Governmental Requirements. 353 shall at no time transport hazardous materials across the South Parcel.
- g) Warranties. 353 shall cause any work performed by or on behalf of 353 relating to the Permanent Easement Improvements to be warranted with customary warranties by the applicable engineer, contractor or subcontractor.
- h) Insurance. In addition to any insurance required pursuant to the Agreement, 353 shall secure, or cause its contractors to secure, pay for, and maintain during the continuance of its work on or adjacent to the South Parcel, policies of insurance with

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such coverages and such amounts as hereinafter set forth, which policies shall be endorsed to include as additional insureds Hines with an address of 321 North Clark Street, Suite 950, Chicago, Illinois 60610, and Hines REIT 321 North Clark Street LLC, Hines Interests Limited Partnership, and their respective mortgagees and such other parties reasonably designated by Hines, with respect to any construction to be located on or adjacent to the South Parcel (or any easements appurtenant thereto), and which shall provide thirty (30) days prior written notice of any alteration or termination of coverage. 353 shall not permit 353's contractors to commence any work until all required insurance has been obtained by 353 and certificates evidencing such coverage have been delivered to Hines.

The following shall be the insurance requirements:

- (1) Statutory Worker's Compensation for the general contractor and each subcontractor, vendor and the architect.
- (2) General Commercial Liability in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence (Combined Single Limit for Bodily Injury and Property Damage), which may be provided by a combination of primary and umbrella policies.
- (3) Automobile Liability in the amount of not less than One Million Dollars (\$1,000,000) (Combined Single Limit for Bodily Injury and Property Damage).
- (4) Employer's Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident and per disease, per employee.
- (5) Twenty Million Dollars (\$20,000,000) in excess liability.

Total Per Occurrence/Accident Limits for Commercial General Liability, Auto Liability and Employer's Liability Insurance may be satisfied by a party with any combination of primary and excess or umbrella liability policies totaling the amount of the required insurance.

9. Indemnity. 353 hereby covenants and agrees that it shall at all times indemnify and hold safe and harmless Hines and Hines's mortgagee(s) from any and all loss, liability, claims, suits, costs, expenses, including attorneys fees and damages, both real and alleged, arising out of any damage to any person or property caused by the work to be performed by 353 herein, or the failure to repair, replace or maintain any portion of the Permanent Easement Improvements at any time.
10. Taxes for and Maintenance of the Permanent Easement. Section 5 of the Agreement is hereby deleted and replaced in its entirety with the following:

“5. Taxes for and Maintenance of the Permanent Easement. Each Party, at its sole cost and expense, shall maintain that portion of the Permanent Easement and all equipment and facilities used in the operation of the

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Permanent Easement located on its own parcel so as to keep the same in a clean, sightly, safe and first-class-condition (each, a "Maintenance Obligation"). Such Maintenance Obligation for Hines with regard to the Lower Carroll Easement Area and improvements located thereon is referred to herein as the "South Parcel Maintenance," and such Maintenance Obligation for 353 with regard to the North Parcel Permanent Easement Area and improvements located thereon is referred to herein as the "North Parcel Maintenance." In accordance with this Section 5, Hines agrees to perform (or cause to be performed) the South Parcel Maintenance, and 353 agrees to perform (or cause to be performed) the North Parcel Maintenance.

Each Party shall pay all taxes, assessments, and maintenance costs associated with that portion of the Permanent Easement and all equipment and facilities used in the operation of the Permanent Easement located on its own parcel, which shall mean all real estate taxes and assessments (including without limitation, special assessments, but specifically excluding any and all real estate taxes and assessments due and payable by THR as the owner of the Hotel Parcel), costs of inspections, servicing, maintenance (including without limitation, respectively the North Parcel Maintenance for 353 and the South Parcel Maintenance for Hines), repair, construction, reconstruction, repaving, resurfacing, compliance with Governmental Requirements, cleaning, snow removal, utility charges and all other charges associated with the existence or use of such easement, including, without limitation, such costs of security equipment and personnel as each Party shall deem appropriate for the protection of its building, the occupants thereof and the users of the Permanent Easement, or any physical improvements located therein or thereon which regulate or provide automobile access as contemplated by such easement, including, without limitation, the roadway, the substructure thereof and the support therefore (collectively, the "Maintenance Costs"). Such Maintenance Costs payable by Hines with regard to the Lower Carroll Easement Area and improvements located thereon is referred to herein as the "South Parcel Maintenance Costs," and such Maintenance Costs for 353 with regard to the North Parcel Permanent Easement Area and improvements located thereon is referred to herein as the "North Parcel Maintenance Costs." 353 shall be responsible for and pay directly to any applicable vendor or taxing authority the North Parcel Maintenance Costs, and Hines shall be responsible for and pay directly to any applicable vendor or taxing authority the South Parcel Maintenance Costs."

11. Remedies. In the event any Party shall fail to pay any amounts due hereunder or perform any of the obligations required herein (the "Defaulting Party"), the other Parties, at any time, or from time to time, will have the right to give the Defaulting Party written notice of such failure, specifying the particulars of the failure. If after three (3) business days from the date of such notice, such failure continues, other Parties will have all rights and remedies available at law or in equity.

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12. Notices. Section 11 of the Agreement is hereby amended and restated to read as follows:

“11 Notice Addresses. All notices, demands, elections or other communications required, permitted or desired to be served hereunder shall be in writing and shall be delivered in person, with receipt requested (which shall include, without limitation, delivery by a service company such as Federal Express or United Parcel Service), or mailed as certified or registered matter, postage prepaid, return receipt requested, addressed as below stated:

For Notices to 353: 351 Mortgage Loan Borrower LLC
c/o Mesirow Financial Real Estate
350 North Clark Street
Chicago, Illinois 60610
Attention: Michael Szkatolski

with a copy to: Jenner & Block LLP
350 N. Wabash Street
Chicago, Illinois 60611
Attention: Ronald B. Grais

For Notices to Hines Hines REIT 321 North Clark Street LLC
c/o Hines
321 North Clark Street
Chicago, Illinois 60610
Attention: Property Manager

with a copy to: Hines Interests Limited Partnership
One South Dearborn
Suite 2000
Chicago, Illinois 60603
Attention: C. Kevin Shannahan and
Thomas J. Danilek”

13. Miscellaneous. Except as expressly modified by this Amendment, the Agreement is and remains unmodified and in full force and effect and is hereby ratified, reinstated and confirmed. From and after the date hereof, all references to the Agreement in this Amendment and elsewhere shall be deemed to refer to the Agreement as amended by this Amendment. This Amendment may not be amended except in writing signed by all Parties.
14. Preambles. The preambles to this Amendment are incorporated into the body of this Amendment as if restated herein.
15. Governing Law. Interpretation of this Amendment shall be governed by the laws of the State of Illinois.

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16. Severability. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Amendment, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.
17. Conflict. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. Notwithstanding anything herein to the contrary, in the event of a conflict between the provisions of this Amendment and the Exhibits attached hereto, the provisions of this Amendment shall prevail.
18. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.
19. Recording. 353 shall cause this Amendment (and the exhibits attached hereto) to be recorded with the Cook County Recorder of Deeds. Upon the return of the recorded Amendment, 353 shall provide Hines with copies of the recorded Amendment.

(signatures on following page)

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IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the day and year set forth above.

HINES:

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

By: Hines REIT Properties, L.P., its sole
member

By: Hines Real Estate Investment Trust, Inc., its
general partner

By: 
Name: Frank R. Apollo
Title: Senior Vice President-Finance,
Treasurer & Secretary

353: 

351 MORTGAGE LOAN BORROWER LLC,
Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited
liability company, Manager

By: South Parcel Development, LLC, an
Illinois limited liability company, Manager

By: SMIH South Parcel, LLC, an Illinois
limited liability company, Authorized
Member

By: Mesirow Financial Real Estate,
Inc., Manager

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the day and year set forth above.

HINES:

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

By: _____

Name: _____

Title: _____

353:

351 MORTGAGE LOAN BORROWER LLC, a
Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited
liability company, Manager

By: South Parcel Development, LLC, an
Illinois limited liability company, Manager

By: SMIH South Parcel, LLC, an Illinois
limited liability company, Authorized
Member

By: Mesrow Financial Real Estate,
Inc. Manager

By: Michael Szkatulski [®]

Name: Michael Szkatulski

Title: Senior Managing Director

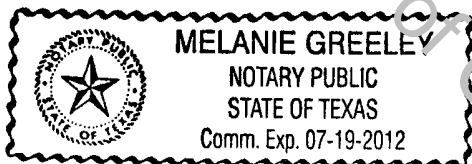
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STATE OF ~~ILLINOIS~~ ^{Texas})COUNTY OF Harris)

SS

I, Melanie Greeley, a notary public in and for the above county and state, DO HEREBY CERTIFY, that Frank Apollo, the Senior Vice President of Hines REIT 321 North Clark Street LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Amendment as his and said limited liability company's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16 day of July, 2009

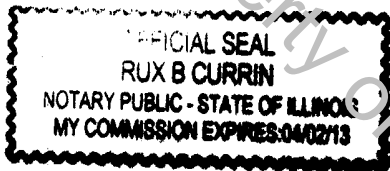
Name: [Signature]My Commission Expires: 7/19/2012

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Rux B. Currin, a notary public in and for the above county and state, DO HEREBY CERTIFY, that Michael Szkatulski, the Senior Managing Director of 351 Mortgage Loan Borrower LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Amendment as his and said limited liability company's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of June, 2009.



Rux B. Currin
 Name:

My Commission Expires: 04/02/2013

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CONSENT OF HINES MORTGAGEE

SHS NORDBANK AG, NEW YORK BRANCH, as agents for Lenders ("Hines Mortgagee"), the holder of a Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents dated August 1, 2006 and recorded on August 9, 2006 as Document Number 0622110020 (the "Mortgage"), hereby consents to the execution and recording of the within Amendment to Grant of Automobile Access Easement and agrees that the Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, Hines Mortgagee has caused this instrument to be signed on its behalf on this 17th day of July, 2009.

SHS NORDBANK AG, NEW YORK BRANCH, a German banking corporation acting through its New York branch, as agent for the Lenders

By:

Name:

Title:

Sven Schlötlaut

Vice President

Michael Carter

Senior Vice President

SHS Nordbank AG, New York Branch

STATE OF New York)
ILLINOIS)

COUNTY OF New York)

SS

I, Monica I. Yuknek, a notary public in and for the above county and state, DO HEREBY CERTIFY, that Sven Schlötlaut the V. Pres. of SHS NORDBANK AG, NEW YORK BRANCH, personally known to me to be the same person whose name is subscribed to the foregoing Consent appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Consent as his and said corporation's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of July, 2009.

Name:

My Commission Expires:

Monica I. Yuknek
MONICA I. YUKNEK
Notary Public, State of New York
No. 41-4934668
Qualified in Nassau County
Certificate filed in New York County
Commission Expires June 20, 2010

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CONSENT OF 353 MORTGAGEE

HYPO REAL ESTATE CAPITAL CORPORATION, a Delaware corporation (as agent for the ratable benefit of the Lenders, as mortgagee) ("353 Mortgagee"), the holder of that Mortgage and Security Agreement dated as of November 8, 2006 and recorded November 9, 2006 as Document Number 0631326207 (the "Mortgage"), hereby consents to the execution and recording of the within ~~Second~~ Amendment to Grant of Automobile Access Easement and agrees that the Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, 353 Mortgagee has caused this instrument to be signed on its behalf on this 13th day of May, 2009.

HYPO REAL ESTATE CAPITAL CORPORATION

By: Kurt Reichenberger
 Name: Kurt Reichenberger
 Title: Associate Director

By: Christopher Peters
 Name: Christopher Peters
 Title: Director

(continued on the following page)

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STATE OF ~~ILLINOIS~~ ^{New York})
) SS
 COUNTY OF New York)

I, Christina Velez, a notary public in and for the above county and state, DO HEREBY CERTIFY, that Kurt Rachenberg the Associate Director of HYPO REAL ESTATE CAPITAL CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his and said corporation's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of May, 2009.

Christina Velez
 Name:
 My Commission Expires:

CHRISTINA VELEZ
 Notary Public, State of New York
 No. 01VE6127137
 Qualified in Kings County
 Commission Expires May 23, 2009

STATE OF ~~ILLINOIS~~ ^{New York})
) SS
 COUNTY OF New York)

I, Christina Velez, a notary public in and for the above county and state, DO HEREBY CERTIFY, that Christopher Patis the Director of HYPO REAL ESTATE CAPITAL CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his and said corporation's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of May, 2009.

Christina Velez
 Name:
 My Commission Expires:

CHRISTINA VELEZ
 Notary Public, State of New York
 No. 01VE6127137
 Qualified in Kings County
 Commission Expires May 23, 2009

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EXHIBIT A

Legal Description of North Parcel

(see attached)

Property of Cook County Clerk's Office

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EXHIBIT A

0002/4764.0071.0.0

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LEGAL DESCRIPTION OF NORTH PARCEL

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the East line of North Clark Street (also being the West line of Lot 5 in said Block 2) and the South line of West Kinzie Street (also being the North line of Lots 5 thru 8, both inclusive, in said Block 2); thence East along the South line of said West Kinzie Street a distance of 321.47 feet to the West line of North Dearborn Street; thence South along the West line of said North Dearborn Street (also being the East line of Lot 8 in said Block 2) a distance of 178.60 feet to a point 311.60 feet North (as measured along said West line of North Dearborn Street) of the Chicago River, as occupied; thence West at right angles to the last described line a distance of 321.47 feet to a point on the East line of said North Clark Street 300.43 feet North (as measured along said East line of North Clark Street) of said Chicago River, as occupied thence North along the East line of said North Clark Street a distance of 177.86 feet to the point of beginning. Containing 57,295 square feet or 1.3153 acres.

PERMANENT TAX INDEX NUMBER:

17-09-408-009-000

17-09-408-010-000

86025944

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EXHIBIT B

Legal Description of South Parcel

(see attached)

Property of Cook County Clerk's Office

B-1

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EXHIBIT B

0002/4766.0070.0.0

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LEGAL DESCRIPTION OF SOUTH PARCEL

PARCEL 1:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and below the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lots 4 and 5 in said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street a distance of 300.43 feet; thence East at right angles to the last described line a distance of 134.10 feet; thence South along a line 134.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.09 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 134.18 feet to the point of beginning. Containing 40,601 square feet or 0.932 Acres.

PARCEL 2:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and above the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lots 4 and 5 on said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street, a distance of 300.43 feet; thence East at right angles to the last described line a distance of 136.10 feet; then South along a line 136.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.16 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 136.18 feet to the point of beginning. Containing 41,211 square feet or 0.946 Acres.

PERMANENT TAX INDEX NUMBERS: 17-09-409-006

86025941

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EXHIBIT C

Lower Carroll Easement Area

(see attached)

Property of Cook County Clerk's Office

C-1

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**