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Cook County Recorder of Deeds
Date: 05/21/2010 03:36 PM Pg: 1 of 16

Property of Cook County Clerk's Office

First Amendment to Leasehold Mortgage and Security Agreement

Dated: April 07, 2010

Mortgagor: HLT O'Hare LLC, as individual borrower and mortgagor

Mortgagee: Mortgage Electronic Registration Systems, Inc., as mortgagee

Prepared by and return to:

Cadwalader, Wickersham & Taft LLP

One World Financial Center

New York, New York 10281

Attn: William P. McInerney, Esq.

Facsimile No.: (212) 504-6666

R.W.N.T. & E., 100003 CAK/G.C

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HLT O'HARE LLC, as Individual Borrower and Mortgagor
(Mortgagor)

to

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as mortgagee
(Mortgagee)

**FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND
SECURITY AGREEMENT**

Dated: [4/7], 2010

MERS MTR: 8000101-0000007037-4

PROPERTY ADDRESS: O'Hare International Airport
Chicago, Illinois 60629

PIN: [12-08-100-011-5042]

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: William P. McInemey, Esq.

Facsimile No.: (212) 504-6666

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FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (this "**Amendment**") is made as of [____], 2010, by **HLT O'HARE LLC**, a Delaware limited liability company, having its principal place of business at c/o Blackstone Real Estate Acquisitions VI L.L.C., 345 Park Avenue, New York, New York 10154, as mortgagor ("**Mortgagor**") for the benefit of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware corporation, having an address at 1595 Spring Hill Road, Suite 310, Vienna, Virginia 22182 ("**Mortgagee**"), as mortgagee and nominee of Lender (as defined below).

WITNESSETH:

WHEREAS, the Original Mortgage (as defined below) was given to partially secure a loan in the principal amount of Eight Billion Three Hundred Fifty Million Dollars (\$8,350,000,000.00) (the "**Loan**") advanced by **U.S. BANK NATIONAL ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE FOR MAIDEN LANE COMMERCIAL MORTGAGE-BACKED SECURITIES TRUST 2008-1** (as successor in interest to Bear Stearns Commercial Mortgage, Inc. solely with respect to the Loan), having an address at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, Minnesota 55107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1, **BANK OF AMERICA, N.A.**, a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255, **EXMOOR 2008-1, LTD.** (as successor-in-interest to German American Capital Corporation), having an address at c/o Maples Finance Limited, PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands, **GOLDMAN SACHS CREDIT PARTNERS L.P.**, a New York limited partnership (as successor-in-interest to Goldman Sachs Mortgage Company), having an address at 80 Broad Street, New York, New York 10004, **CCP CREDIT ACQUISITION HOLDINGS, LLC**, a Delaware limited liability company and **CENTERBRIDGE SPECIAL CREDIT PARTNERS, L.P.**, a Delaware limited partnership (as successors-in-interest to Morgan Stanley Mortgage Capital Holdings LLC) each having an address at c/o Centerbridge Credit Advisors, LLC, 375 Park Avenue, 12th Floor, New York, NY 10152, **MERRILL LYNCH MORTGAGE LENDING INC.**, a Delaware corporation, having an office at Four World Financial Center, 16th Floor, New York, New York 10080, **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, having an address at 901 Main Avenue, Norwalk, CT 06851-1187, **CARBON CAPITAL III, INC.**, a Maryland corporation, having an address c/o BlackRock Financial Management, Inc., 40 East 52nd Street, New York, New York 10022, and **LEHMAN BROTHERS HOLDINGS, INC.**, a Delaware corporation, doing business as Lehman Capital, a division of Lehman Brothers Holdings Inc., having an office at 399 Park Avenue, New York, New York 10022 (each a "**Co-Lender**" and, collectively, "**Lender**") pursuant to that certain Loan Agreement, dated October 24, 2007, (the "**Original Loan Agreement**") among Mortgagor, the borrowers who are a party thereto and Lender, among others, as amended by that certain First Omnibus Amendment

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to Loan Agreement and Loan Documents, dated as of December 15, 2007, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 and Schedule 1.5 thereto, Guarantor (as defined therein), Security Agent and Lender, among others (the "**First Amendment**"), as further amended by that certain Second Omnibus Amendment to Loan Agreement and Loan Documents, dated as of May 30, 2008, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 and Schedule 1.5 thereto, Security Agent and Lender, among others (the "**Second Amendment**"), as further amended by that certain Third Omnibus Amendment to Loan Agreement and Loan Documents, dated as of May 30, 2008, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 and Schedule 1.5 thereto, Security Agent and Lender, among others (the "**Third Amendment**"), as further amended by that certain Fourth Omnibus Amendment to Loan Agreement and Loan Documents, Joinder and Security Agreement, dated as of January 27, 2009, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 and Schedule 1.5 thereto, Security Agent and Lender, among others (the "**Fourth Amendment**"), as further amended by that certain Fifth Omnibus Amendment to Loan Agreement and Loan Documents, Joinder and Security Agreement, dated as of May 7, 2009, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 and Schedule 1.5 thereto, Security Agent and Lender, among others (the "**Fifth Amendment**") and as further amended by that certain Sixth Omnibus Amendment to Loan Agreement and Loan Documents, dated as of the date hereof, among the entities set forth on Schedule 1.1, Schedule 1.2, Schedule 1.3, Schedule 1.4 (collectively, the "**Borrower**") and Schedule 1.5 thereto, Security Agent and Lender, among others (the "**Sixth Amendment**"; the Original Loan Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Agreement**");

WHEREAS, the Loan Agreement was secured by, among other things, that certain Leasehold Mortgage and Security Agreement, dated as of October 24, 2007 made by Mortgagor in favor of Mortgagee and recorded on December 26, 2007 as document number 0736034081 in Cook County, Illinois (the "**Original Mortgage**") securing, among other things, a leasehold interest in certain real property (the "**Property**") more particularly described on Exhibit A attached hereto;

WHEREAS, the Loan is evidenced by that certain: (i) Third Amended and Restated Promissory Note A-1 dated June 25, 2008 in the original principal amount of \$1,920,499,980.89 made by Borrower to Bear Stearns Commercial Mortgage, Inc., as assigned to U.S. Bank National Association, not individually but solely as Trustee for Maiden Lane Commercial Mortgage-Backed Securities Trust 2008-1 ("**Note A-1**"); (ii) Third Amended and Restated Promissory Note A-2 dated June 25, 2008 in the original principal amount of \$1,115,500,244.94 made by Borrower to Bank of America, N.A. ("**Note A-2**"); (iii) Third Amended and Restated Promissory Note A-3 dated June 25, 2008 in the original principal amount of \$1,516,916,677.84 made by Borrower to German American Capital Corporation, as assigned to Exmoor 2008-1, Ltd. ("**Note A-3**"); (iv) Third Amended and Restated Promissory Note A-4 dated June 25, 2008 in the original principal amount of \$1,115,500,244.94 made by Borrower to Goldman Sachs Credit Partners, L.P. (as successor-in-interest to Goldman Sachs

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Mortgage Company) (“**Note A-4**”); (v) Third Amended and Restated Promissory Note A-5-1 dated December 10, 2008 in the original principal amount of \$410,527,617.13 made by Borrower to Morgan Stanley Mortgage Capital Holdings LLC and assigned to CCP Credit Acquisition Holdings LLC and Centerbridge Special Credit Partners, L.P., jointly and severally (“**Note A-5-1**”); (vi) Third Amended and Restated Promissory Note A-5-2 dated December 10, 2008 in the original principal amount of \$50,000,000.00 made by Borrower to Morgan Stanley Mortgage Capital Holdings LLC, and assigned to Carbon Capital III, Inc. (“**Note A-5-2**”); (vii) Third Amended and Restated Promissory Note A-6 dated June 25, 2008 in the original principal amount of \$460,527,617.13 made by Borrower to Merrill Lynch Mortgage Lending Inc (“**Note A-6**”); (viii) Third Amended and Restated Promissory Note A-7 dated June 25, 2008 in the original principal amount of \$460,527,617.13 made by Borrower to Lehman Brothers Holdings Inc. (“**Note A-7**”); and (ix) Amended and Restated Promissory Note A-8 dated June 25, 2008 in the original principal amount of \$1,300,000,000.00 made by Borrower to Bank of America, N.A., Goldman Sachs Credit Partners, L.P., Morgan Stanley Mortgage Capital Holdings LLC, Merrill Lynch Mortgage Lending, Inc. and Lehman Brothers Holdings Inc. together with an allonge from Goldman Sachs Credit Partners, L.P. to Goldman Sachs Mortgage Company reflecting a transfer of Credit’s interest in the note, as assigned to General Electric Capital Corporation (“**Note A-8**”, and together with Note A-1, Note A-2, Note A-3, Note A-4, Note A-5-1, Note A-5-2, Note A-6 and Note A-7, collectively, the “**Note**”);

WHEREAS, pursuant to the terms of the Sixth Amendment, the Lenders agreed, among other things, to extend the Maturity Date (as defined in the Loan Agreement), subject to satisfaction of certain conditions set forth in the Loan Agreement and to increase the Spread (as defined in the Loan Agreement);

WHEREAS, Mortgagor and Mortgagee desire and have agreed to make certain amendments to the Original Mortgage pursuant to this Amendment;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, Mortgagor and Mortgagee now agree to make the following amendments to the Original Mortgage:

1. Amendment to Section 16.10 (Fixture Filing). Section 16.10(a) of the Original deleted in its entirety and replaced with the following:

(a) Name of Debtor: **HLT O’HARE LLC**

Debtor’s Mailing Address: c/o Blackstone Real Estate Acquisitions VI
L.L.C., 345 Park Avenue, New York, New York 10154

Debtor’s Organizational ID Number: 4426862

Address of the Property: O’Hare International Airport
Chicago, Illinois 60629

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Name of Secured Party MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee of
Lender

Address of Secured Party: 1595 Spring Hill Road, Suite 310, Vienna,
Virginia 22182

2. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

3. Maturity Date. The Maturity Date, together with all extension options shall be November 12, 2015.

4. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in the Original Mortgage and all Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of the Original Mortgage and Loan Documents are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.

5. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns forever.

6. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Original Mortgage.

7. Counterparts. This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

8. Authority. Each of the Mortgagor and Mortgagee represent and warrant to each other that such party and the person executing this Amendment on such party's behalf has the full power and authority to enter into and execute this Amendment and that this Amendment constitutes the valid, binding and enforceable obligation of such party.

9. Governing Law. THIS AMENDMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

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10. No Oral Modifications. This Amendment may not be amended or modified, except in writing and signed by the party against whom enforcement of any change is sought.

[REDACTED]

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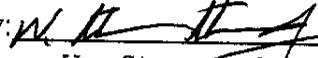
[REDACTED]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Amendment the day and year first above written.

MORTGAGOR:

By: **HLT O'HARE LLC**, a Delaware limited liability company

By:  (SEAL)
Name: W. Steven Standefer
Title: Vice President

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COUNTY OF FAIRFAX)
COMMONWEALTH OF VIRGINIA)

The foregoing instrument was acknowledged before me this 29th day of March, 2010 by W. Steven Standefer.



Lisa B. Motley
NOTARY PUBLIC
Commonwealth of Virginia
Fairfax County
Reg. #361561
My Commission Expires
February 28, 2013

Lisa B. Motley
Notary Public

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In witness whereof:

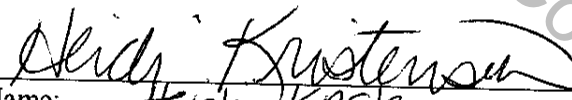
The undersigned, by its duly elected officer and pursuant to proper authority has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Mortgagee-Beneficiary-Grantee:

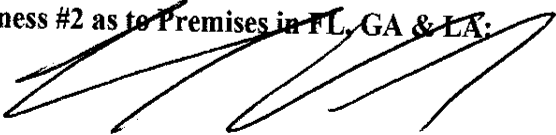
Mortgage Electronic Registration Systems, Inc., a Delaware corporation, having an address at 1595 Spring Hill Road, Vienna, VA 22182, as mortgagee and nominee for U.S. Bank National Association, not individually but solely as Trustee for Maiden Lane Commercial Mortgage Backed Securities Trust 2008-1 (as successor in interest to Bear Stearns Commercial Mortgage, Inc. solely with respect to the Loan as defined in the Loan Agreement), Bank of America, N.A., Exmoor 2008-1, Ltd. (as successor in interest to German American Capital Corporation), Goldman Sachs Credit Partners L.P. (as successor in interest to Goldman Sachs Mortgage Company), CCP Credit Acquisition Holdings, LLC, Centerbridge Special Credit Partners, L.P. (as successor in interest to Morgan Stanley Mortgage Capital Holdings LLC), Merrill Lynch Mortgage Lending Inc., General Electric Capital Corporation, Carbon Capital III Co-Investments, LLC (as successor in interest to Carbon Capital III, Inc.), and Lehman Brothers Holdings, Inc.

By:  _____ (SEAL)
James P. McAllister, Authorized Signatory

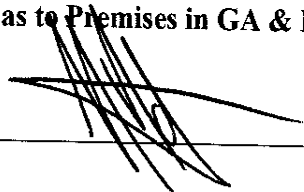
Witness #1 as to Premises in FL, GA & LA:


Name: Heidi Krustensen

Witness #2 as to Premises in FL, GA & LA:


Name: ERICH WEBER

Notary Public as to Premises in GA & LA:



Notary Public

ANDREW W. ROTTNER
Notary Public, State Of New York
No. 01-RO6059941
Qualified In New York County
Commission Expires June 11, 2011

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

UNOFFICIAL COPY**County of NY, State of NY:**Multi-State Corporate Acknowledgment:

On 04/ 6 /10, before me, the undersigned officer, personally appeared James P. McAllister personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Signatory of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform Acknowledgment --- Supplemental to the foregoing acknowledgment:

On 04/ 6 /10 before me, the undersigned, a Notary Public in and for said State, personally appeared James P. McAllister, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** [If notarized in CA --- I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.] *** Witness my hand and official seal.

Notary Public



ANDREW W. ROTTNER
Notary Public, State Of New York
No. 01-RO655941
Qualified In New York County
Commission Expires June 11, 2011

Clerk's Office

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Facility #26179
 Chicago O'Hare Airport
 P.O. Box 66414
 Chicago, IL
 County: Cook

Exhibit "A"**Legal Description:**

Leasehold estate (as defined in ALTA 13 leasehold owner's endorsement) created by lease from City of Chicago, a municipal corporation of Illinois, lessor, to Western Concessions, Inc., a corporation of Illinois, lessee, dated May 15, 1970 and recorded June 8, 1971 as document number 21503895 and filed July 27, 1971 as document LR2571106, and amendment dated July 21, 1971 and recorded July 29, 1971 as document number 21565145 and filed July 27, 1971 as document number LR2571108, and amended by agreement dated December 1, 1988 and recorded May 8, 1989 as document number 89206287 and filed November 19, 1990 as document LR3927244, which lease demises the following described land for a term of 30 years commencing on the effective date of the lease agreement recorded as document 89206287 and expiring on the last day of the month 30 years following the commencement of said term, provided that in no event shall the term thereof extend past December 31, 2018:

Parcel 1:

That part of sections 7 and 8, township 40 north, range 12 east of the third principal meridian, described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 57 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west, 1763.178 feet to the point of beginning of the herein described property, said point being south 21,423.94 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence northwesterly 713.19 feet along the arc of a circle of 1067.544 feet radius convex to the northeast whose chord bears north 55 degrees 09 minutes 06 seconds west to a point which is south 21,023.96 feet and east 19,468.19 feet; thence north 15 degrees 42 minutes 35 seconds east, 70.00 feet to a point which is south 20,956.57 feet and east 19,487.14 feet; thence southeasterly 759.95 feet along the arc of a circle of 1137.544 feet radius convex to the northeast whose chord bears south 55 degrees 09 minutes 06 seconds east to a point which is south 21,382.78 feet and east 20,099.28 feet; thence south 53 degrees 59 minutes 13 seconds west 70.00 feet to the herein designated point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois (excepting therefrom the air rights exceeding the height permissible under existing applicable federal airport regulations as of May 15, 1970)

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Parcel 2:

Sub-surface rights of that part of sections 7 and 8, township 40 north, range 12 east of the third principal meridian, described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west, 1693.178 feet to the point of beginning of the herein described property, said point being south 21,382.78 feet and east 20,099.28 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence northwesterly 759.95 feet along the arc of a circle of 1137.544 feet radius convex to the northeast whose chord bears north 55 degrees 09 minutes 06 seconds west to a point which is south 20,956.57 feet and east 19487.14 feet; thence north 15 degrees 42 minutes 35 seconds east, 24.00 feet to a point which is south 20,933.47 feet and east 19,493.64 feet; thence southeasterly 775.99 feet along the arc of a circle of 1161.544 feet radius convex to the northeast whose chord bears south 55 degrees 09 minutes 06 seconds east to a point which is south 21,368.67 feet and east 20,118.69 feet; thence south 53 degrees 59 minutes 13 seconds west, 24.00 feet to the herein designated point of beginning, all in Chicago O'Hare International Airport, Cook County, Illinois

Parcel 3:

Sub-surface rights of that part of section 8, township 40 north, range 12 east of the third principal meridian described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west, 1763.178 feet to the point of beginning of the herein described property, said point being south 21,423.94 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence south 34 degrees 50 minutes 54 seconds west, 114.14 feet to a point which is south 21,517.613 feet and east 19,977.435 feet; thence north 55 degrees 09 minutes 06 seconds west, 156.25 feet to a point which is south 21,428.331 feet and east 19,849.202 feet; thence north 34 degrees 50 minutes 54 seconds east, 150.334 feet to a point which is south 21,304.957 feet and east 19,935.104 feet; thence northwesterly 55.691 feet along the arc of a circle of 1062.544 feet radius convex to the northeast whose chord bears north 46 degrees 08 minutes 48.5 seconds west, to a point which is south 21,266.379 feet and east 19,894.948 feet; thence north 34 degrees 50 minutes 54 seconds east 5.043 feet to a point which is south 21,262.24 feet and east 19,897.83 feet; thence southeasterly 217.45 feet along the arc of a circle of 1067.544 feet radius convex to the northeast, whose chord bears south 41 degrees 50 minutes 54 seconds east to the herein

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designated point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois.

Parcel 4:

Sub-surface rights of that part of sections 7 and 8, township 40 north, range 12 east of the third principal meridian, described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12, east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west, 1763.178 feet to a point which is south 21,423.65 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence northwesterly 495.74 feet along the arc of a circle of 1067.544 feet radius convex to the northeast whose chord bears north 49 degrees 19 minutes 03 seconds west to the point of beginning of the herein described property, said point being south 21,103.68 feet and east 19,670.09 feet; thence south 34 degrees 50 minutes 54 seconds west 5.043 feet to a point which is south 21,107.816 feet and east 19,667.210 feet; thence northwesterly 217.051 feet along the arc of a circle of 1062.544 feet radius convex to the northeast, drawn 5.00 feet southwesterly of and concentric with the northwesterly extension of the last described arc, to a point which is south 21,028.303 feet and east 19,465.163 feet; thence north 34 degrees 50 minutes 54 seconds east 5.294 feet to the point of intersection with the aforesaid northwesterly extension of said arc, said point of intersection being south 21,023.96 feet and east 19,468.19 feet; thence southeasterly 217.45 feet along the aforesaid northwesterly extension, being the arc of a circle of 1067.544 feet radius, convex to the northeast, whose chord bears south 68 degrees 27 minutes 18 seconds east to the herein designated point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois

Parcel 5:

Sub-surface rights of that part of section 8, township 40 north, range 12 east of the third principal meridian, described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west 1763.178 feet to a point which is south 21,423.94 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence northwesterly 217.45 feet along the arc of a circle of 1067.544 feet radius convex to the northeast whose chord bears north 41 degrees 50 minutes 54 seconds west to the point of beginning of the herein described property, said point being south 21,262.24 feet and east 19,897.83 feet; thence north 55 degrees 09 minutes 06 seconds west 277.50 feet to a point which is south 21,103.68 feet and east 19,670.09 feet; thence southeasterly 278.29 feet along an arc of said circle of 1067.544 feet radius convex to the

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northeast whose chord bears south 55 degrees 09 minutes 06 seconds east to the herein designated point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois.

Parcel 6:

That part of sections 7 and 8, township 40 north, range 12 east of the third principal meridian, described as follows:

Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west, 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west, 1763.178 feet to a point which is south 21,423.94 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City of Chicago on July 11, 1957); thence northwesterly 713.19 feet along the arc of a circle of 1067.544 feet radius convex to the northeast whose chord bears north 55 degrees 09 minutes 06 seconds west to the point of beginning of the herein described property, said point being south 21,023.96 feet and east 19,468.19 feet; thence south 34 degrees 50 minutes 54 seconds west 5.294 feet to the point of intersection with the arc of a circle of 1062.544 feet radius convex to the northeast and whose chord bears north 74 degrees 41 minutes 20.5 seconds west, said arc being drawn 5.00 feet southwesterly of and concentric with northwesterly extension of the aforesaid arc through the hereinabove designated point of beginning, said point of intersection being south 21,028.303 feet and east 19,465.163 feet; thence northwesterly 11,318 feet, along the last described concentric arc to a point which is south 21,025.313 feet and east 19,454.245 Feet; thence north 15 degrees 00 minutes 21 seconds east 99.00 feet, along radial line extended northeasterly to the point of intersection with the arc of a circle of 1161.544 feet radius, convex to the northeast and whose chord bears south 74 degrees 38 minutes 32 seconds east, said arc being drawn 94.00 feet northeasterly of and concentric with the aforesaid arc through the hereinabove designated point of beginning, said point of intersection being south 20,929.688 feet and east 19,479.877 feet; thence southeasterly 14.27 feet, along the last described concentric arc to a point which is south 20,933.47 feet and east 19,493.64 feet; thence south 15 degrees 42 minutes 35 seconds west, 94.00 feet, along radial line to the herein above designated point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois, (excepting therefrom the air rights exceeding the height permissible under existing applicable federal airport regulations as of May 15, 1970) in Cook County, Illinois

Parcel 7:

That part of sections 7 and 8, township 40 north, range 12 east of the third principal meridian, described as follows:

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Commencing at the northwest corner of section 9, township 40 north, range 12 east of the third principal meridian; thence south 88 degrees 07 minutes 05 seconds west 3358.469 feet along the westerly extension of the north line of the northwest 1/4 of said section 9; thence south 53 degrees 59 minutes 13 seconds west 1763.178 feet to the point of beginning of the herein described property, said point being south 21,423.94 feet and east 20,042.65 feet (being coordinates as defined in the ordinance passed by the City Council of Chicago on July 11, 1957); thence south 34 degrees 50 minutes 54 seconds west, 84.89 feet to a point which is south 21,493.610 feet and east 19,994.145 feet; thence north 54 degrees 25 minutes 19 seconds east, 173.84 feet to a point which is south 21,392.469 feet and east 20,135.534 feet; thence northwesterly 29.159 feet along the arc of a circle of 1161.544 feet radius convex to the northeast and whose chord bears north 35 degrees 17 minutes 38 seconds west to a point which is south 21,368.67 feet and east 20,118.69 feet; thence south 53 degrees 59 minutes 13 seconds west, 94.00 feet, along a radial line to the hereinabove described point of beginning, all in Chicago O'Hare International Airport, in Cook County, Illinois (excepting therefrom the air rights exceeding the height permissible under existing applicable federal airport regulations as of May 15, 1970) in Cook County, Illinois.