

# UNOFFICIAL COPY



Doc#: 1114044099 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/20/2011 04:14 PM Pg: 1 of 20

After Recording Return To:

Thompson & Knight LLP  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Attention: Michelle Vincent Parker

## THIRD EXTENSION AND MODIFICATION AGREEMENT

This THIRD EXTENSION AND MODIFICATION AGREEMENT (this "Agreement") is executed on May 17, 2011 (the "Execution Date"), but is dated effective as of January 18, 2011 (the "Effective Date"), and is executed by and among LUI CHICAGO HASTINGS, LLC, a Delaware limited liability company ("Borrower"), LIONSTONE URBAN INVESTMENTS ONE, L.P., a Delaware limited partnership ("Guarantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, inter alia, (i) that certain Promissory Note dated as of October 18, 2006, payable to the order of Lender in the original principal sum of \$25,928,000.00, with interest and principal payable as therein provided (the "Note"), as modified by (i) that certain Extension and Modification Agreement dated as of October 18, 2009, recorded as Document Number 0936333048 in the Official Records of the Recorder's Office of Cook County, Illinois (the "First Modification"), (ii) that certain Letter Agreement dated March 1, 2010 (the "Letter Agreement"), and (iii) that certain Second Extension and Modification Agreement dated as of January 18, 2010, recorded as Document Number 1007012003 in the Official Records of the Recorder's Office of Cook County, Illinois (the "Second Modification" and together with the First Modification and the Letter Agreement, collectively, the "Modification Agreements"); (ii) that certain Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing from Borrower to Lender, securing the payment of the Note, covering certain real and personal property more particularly described therein, including the real property described in Exhibit A attached hereto and made a part hereof (the "Mortgaged Property"), recorded on October 26, 2006 as Document No. 0629933111 in the Official Records of the Recorder's Office of Cook County, Illinois (as modified by the Modification Agreements, the "Security Instrument") and (iii) that certain Loan Agreement dated of even date with the Note between Borrower and Lender (as modified by the Modification Agreements, the "Loan Agreement") (the Note, Security Instrument, Loan Agreement, Modification Agreements and all other documents executed by Borrower and/or any other party or parties evidencing or securing or otherwise in connection with the loans evidenced by the Note [collectively, the "Loan"] being herein collectively called the "Loan Documents");

WHEREAS, Guarantor guaranteed the payment and performance of indebtedness and obligations of Borrower under the Loan Documents pursuant to that certain Limited Guaranty

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(Secured Loan) dated of even date with the Note from Guarantor to Lender on behalf of Borrower (as modified by the Modification Agreements, the "**Guaranty**");

WHEREAS, the Loan matures by its terms on January 18, 2011 (the "**Maturity Date**"), and remains unpaid as of the Effective Date;

WHEREAS, Borrower has requested that Lender extend the term of the Note to January 18, 2013, and Lender is willing to do so on the terms and conditions set forth below; and

WHEREAS, Lender is the owner and holder of the Note and Borrower is the owner of the legal and equitable title to the Mortgaged Property;

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

1. **Defined Terms**. Capitalized terms used but not defined in this Agreement shall have the meaning given to such capitalized terms in the Loan Agreement.

2. **Extension of Maturity Date**. The Maturity Date is hereby extended to January 18, 2013, subject to the terms and conditions hereof. The liens, security interests, assignments, and other rights evidenced by the Loan Documents are hereby renewed and extended to secure payment of the Note as extended hereby. Borrower and Lender each acknowledge and agree that (i) the First Option to Extend and the Second Option to Extend are null and void and of no further force and effect, and (ii) Borrower shall have the option to extend the maturity of the Note pursuant to the Third Option to Extend (as defined below) in accordance with the terms and conditions of the Third Option to Extend as set forth in this Agreement.

3. **Extension Fee**. As a condition to the effectiveness of this Agreement, and as consideration for the extension of the Maturity Date and other modifications to the Loan Documents set forth in this Agreement, Borrower shall pay to Lender an extension fee in the amount of \$103,837.50, which fee shall be payable contemporaneously with or prior to the execution of this Agreement.

4. **Outstanding Balance; Principal Reduction Payment; Principal Payment; Payment of Taxes**.

(a) Contemporaneously with the execution of this Agreement and as a condition to its effectiveness, Borrower shall pay to Lender the amount of \$1,828,191.60 (the "**Principal Reduction Payment**") to be applied to the outstanding principal balance of the Loan. Borrower and Lender hereby acknowledge that the unpaid principal balance of the Note, after application of the Principal Reduction Payment, is \$20,767,500, with interest paid up to and including April 30, 2011. The Loan has been fully funded.

(b) Contemporaneously with the execution of this Agreement and as a condition to its effectiveness, Borrower shall pay any and all outstanding taxes and penalties on the

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Mortgaged Property which are delinquent or otherwise currently due and owing (the "**Taxes**"). Borrower and Lender acknowledge that they cannot ascertain the exact amount of the Taxes as of the Execution Date; therefore, Borrower, Guarantor, and Lender have agreed to create an escrow account (the "**Escrow Account**") to make provision for the Taxes. At closing, Borrower will fund the sum of TWO HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED EIGHTEEN DOLLARS and 93/100 dollars (\$268,618.93) into the Escrow Account for the purpose of paying the Taxes upon the determination of the amount due. In the event that Lender and Borrower ascertain that the Taxes are greater than the amounts held in the Escrow Account, Borrower will pay such additional Taxes as required by the applicable taxing authorities within ten (10) days after receiving notice that the Taxes are delinquent or otherwise due and owing. In the event there are remaining funds in the Escrow Account after payment of all the Taxes, the remaining funds shall be disbursed to Borrower in accordance with the terms and provisions of that certain Escrow Instructions and Agreement, executed by Borrower, Guarantor, Lender, and an agent of Chicago Title Insurance Company, Inc., dated as of May 20, 2011.

(c) Beginning on June 1, 2011 and continuing on the first (1<sup>st</sup>) day of every month thereafter until the earlier of the date the Note is repaid in full or the Maturity Date, Borrower shall pay to Lender (i) a principal payment in the amount of \$13,966.52 (the "**Monthly Principal Installment Amount**"), and (ii) accrued interest outstanding under the Loan. All outstanding principal and accrued interest and all other sums outstanding under the Loan Documents shall be due and payable in full on the Maturity Date (unless Borrower extends the Maturity Date pursuant to and in accordance with the Third Option to Extend).

5. **Interest Rate.** Notwithstanding anything to the contrary contained in any of the Loan documents, the entire principal balance of the Note shall bear interest at the greater of (i) the One-Month LIBO Rate (as defined in the Fixed Rate Agreement attached as Exhibit A to the Note), or (ii) six percent (6%); provided, however, that in no event shall the Note bear interest at a rate greater than the Maximum Lawful Rate (as defined in the Note).

6. **Tenant Improvement and Leasing Commissions.** Borrower currently has a balance of \$274,618 in Account Number 4121895485 (the "**TI/LC Account**"). The TI/LC Account is to be used for the payment of Tenant Improvements and Leasing Commissions incurred by Borrower in connection with leases of the Mortgaged Property entered into in accordance with the Loan Agreement. Notwithstanding anything to the contrary contained in any of the Loan Documents, Borrower may use the remaining funds in the TI/LC Account to fund Tenant Improvements and Leasing Commissions but shall thereafter pay all Tenant Improvements and Leasing Commissions directly and shall not be entitled to disbursement or reimbursement from the Lender in order to fund such expenses.

7. **Excess Cash Flow.** Notwithstanding anything to the contrary contained in any of the Loan Documents, Borrower is no longer required to deposit Excess Cash Flow into the Excess Cash Flow Account.

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8. **Extension Period.** Notwithstanding anything to the contrary contained in any of the Loan Documents, Borrower shall have the option to extend the term of the Note for up to six (6) additional months (the "**Third Option to Extend**") upon satisfaction of each of the conditions precedent:

(a) Borrower shall provide Lender with written notice of Borrower's request to exercise the Third Option to Extend not more than ninety (90) days but not less than thirty (30) days prior to the Maturity Date; and

(b) As of the date of Borrower's delivery of notice of request to exercise the Third Option to Extend, and as of the Maturity Date, no Default shall have occurred and be continuing, and no event or condition which, with the giving of notice or the passage of time or both, would constitute a Default shall have occurred and be continuing, and Borrower shall so certify in writing; and

(c) Borrower shall execute or cause the execution of all documents reasonably required by Lender to exercise the Third Option to Extend; and

(d) There shall have occurred no material adverse change, as determined by Lender in its reasonable discretion, in the financial condition of Borrower, any Guarantor or any Indemnitor from that which existed as of Effective Date; and

(e) On or before the Maturity Date, Borrower shall pay to Lender an extension fee in the amount of one-fourth of one percent (.25%) of the then outstanding principal amount of the Loan, as determined on the Maturity Date; and

(f) The Constant Carry shall be at least nine and one-half of one percent (9.5%) as of the Third Option to Extend. As used herein, the term "**Constant Carry**" means an amount equal to the Net Operating Income divided by the then outstanding principal of the Loan; and

(g) At Lender's option, Lender may obtain a new appraisal of the Mortgaged Property prepared in conformance with the requirements of the Comptroller of the Currency, which appraisal shall confirm to the satisfaction of Lender that the "as-is" Loan-to-Value Percentage is not more than sixty-five percent (65%); provided, however, in the event such fair market value is not adequate to meet the required "as-is" Loan-to-Value Percentage, then in order to satisfy this condition, Borrower shall pay down the outstanding principal balance of the Loan such that said "as-is" Loan-to-Value Percentage is satisfied. The valuation date of such appraisal shall be within sixty (60) days of the Maturity Date; and

(h) Lender, at Borrower's sole cost and expense, shall have received such endorsements to the Title Policy in connection with such extension as may be required by Lender, in form and content satisfactory to Lender; and

(i) Borrower shall provide evidence to Lender acceptable to Lender that the Environmental Insurance Policy is and will be in full force and effect during the Third

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Option to Extend with at least \$5,000,000 of coverage in full force and effect; and

(j) In the event the term of the Loan is extended pursuant to the Third Option to Extend, Borrower shall continue to pay to Lender monthly payments of principal of the Loan, in the amount of \$13,966.52, on the first day of each month during the Third Option to Extend, which installments of principal shall be in addition to the payment of accrued but unpaid interest on the principal balance of the Loan due on each such date.

9. **Modification to the Loan Agreement.** The definition of “**Calculation Date**” in the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“**Calculation Date**” means the date of calculation of Net Operating Income for purposes of determining whether Borrower satisfies the Constant Carry (as defined in the Third Extension and Modification Agreement, dated effective as of January 18, 2011 executed by and among Borrower, Guarantor, and Lender [the “**Third Modification**”]) requirement for the purposes of the Third Option to Extend (as defined in the Third Modification), which date shall be the date which is thirty (30) days prior to the first day of the Third Option to Extend.

10. **Ratification of Guaranty.** Guarantor hereby agrees with Lender that all of the obligations of Guarantor under the Guaranty are and shall be unaffected by the amendments and modifications to the Loan evidenced by this Agreement, and the Guaranty is hereby ratified and confirmed in all respects.

11. **Representations and Warranties of Borrower.** Borrower hereby represents and warrants that (a) Borrower is the sole legal and beneficial owner of the Mortgaged Property; (b) Borrower is duly organized and legally existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business in the State of Illinois; (c) the execution and delivery of, and performance under this Agreement are within Borrower’s power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Borrower’s limited partnership agreement or other organizational documents; (d) this Agreement constitutes the legal, valid and binding obligations of Borrower enforceable in accordance with its terms; (e) the execution and delivery of this Agreement by Borrower does not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, loan agreement, indenture or other contract, agreement or undertaking to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule or regulation to which Borrower is subject; and (f) to the best of Borrower’s knowledge there exists no uncured default under any of the Loan Documents. Borrower agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys’ fees) incurred as a result of any representation or warranty made by it herein proving to be untrue in any material respect.

12. **Representations and Warranties of Guarantor.** Guarantor hereby represents and warrants that (a) Guarantor is duly organized and legally existing and in good standing



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under the laws of the State of Delaware; (b) the execution and delivery of, and performance under this Agreement are within Guarantor's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Guarantor's limited partnership agreement or other organizational documents; (c) this Agreement constitutes the legal, valid and binding obligations of Guarantor enforceable in accordance with its terms; (d) the execution and delivery of this Agreement by Guarantor does not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, loan agreement, indenture or other contract, agreement or undertaking to which Guarantor is a party or by which Guarantor or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule or regulation to which Guarantor is subject; and (e) to the best of Guarantor's knowledge there exists no uncured default under any of the Loan Documents. Guarantor agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation reasonable attorneys' fees) incurred as a result of any representation or warranty made by it herein proving to be untrue in any material respect.

13. **Further Assurances.** Borrower, upon request from Lender, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

14. **Default; Remedies.** If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, Borrower shall be deemed to be in default under the Security Instrument and Lender shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the any of the Loan Documents or to which Lender may otherwise be entitled, whether at law or in equity.

15. **Endorsement to Title Policy.** Contemporaneously with the execution and delivery hereof, Borrower shall, upon the request of Lender and at Borrower's sole cost and expense, obtain and deliver to Lender an endorsement to its Title Policy insuring the lien of the Security Instrument, under applicable title insurance rules and regulations, in form and content acceptable to Lender, stating that the company issuing the Title Policy will not claim that policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of this Agreement.

16. **Ratification of Loan Documents.** Except as provided herein, the terms and provisions of the Loan Documents shall remain unchanged and shall remain in full force and effect. Any modification herein of any of the Loan Documents shall in no way adversely affect the security of the Security Instrument and the other Loan Documents for the payment of the Note. The Loan Documents as modified and amended hereby are hereby ratified and confirmed in all respects. All liens, security interests, mortgages and assignments granted or created by or existing under the Loan Documents remain unchanged and continue, unabated, in full force and effect, to secure Borrower's obligation to repay the Note.

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17. **Liens Valid; No Offsets or Defenses.** Borrower hereby acknowledges that the liens, security interests and assignments created and evidenced by the Loan Documents are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to any of the Loan Documents.

12. **Merger; No Prior Oral Agreements.** This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements. No modification of this Agreement or any of the Loan Documents, or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Lender and Borrower. Lender and Borrower further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

13. **Notices.** Any notice or communication required or permitted hereunder or under any of the Loan Documents shall be given in writing and sent in the manner required under the Loan Agreement; however, Lender's address for notice is hereby amended to read as follows:

To Lender: Wells Fargo Bank, N.A.  
One East Broward Boulevard  
Fourth Floor  
Fort Lauderdale, Florida 33301-1806  
Attention: Brian K. Davis

With copy to: Thompson & Knight LLP  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Attn: Mark M. Sloan

14. **Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and the reasonable fees and expenses of legal counsel to Lender.

15. **Release of Lender.** Borrower and Guarantor hereby release, remise, acquit and forever discharge Lender, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "**Released Parties**"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the Execution Date, and in any way directly or indirectly arising out of or in any way connected to this Agreement or any

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of the Loan Documents, or any of the transactions associated therewith, or the Mortgaged Property, including specifically but not limited to claims of usury.

16. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

17. **Severability.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained.

18. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

19. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT (A) OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO TITLE, THE CREATION, PERFECTION, PRIORITY, FORECLOSURE AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE MORTGAGED PROPERTY, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, AND (B) THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY LENDER, OTHERWISE PREEMPT ILLINOIS OR TEXAS LAW; IN WHICH EVENT SUCH FEDERAL LAW SHALL CONTROL.

20. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. **General Release.** In consideration of the benefits provided to Borrower under the terms and provisions hereof, Borrower and each guarantor of the Loan (a "**Guarantor**") hereunder hereby agree as follows ("General Release"):

A. Borrower and Guarantor, for itself and on behalf of its respective successors and assigns, do hereby release, acquit and forever discharge Lender, all of Lender's predecessors in interest, and all of Lender's past and present officers, directors, attorneys, affiliates, employees and agents, of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected,



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liquidated or unliquidated, each as though fully set forth herein at length (each, a "Released Claim" and collectively, the "Released Claims"), that Borrower or any Guarantor now has or may acquire as of the later of: (i) the date this Agreement becomes effective through the satisfaction (or waiver by Lender) of all conditions hereto; or (ii) the date that Borrower and each Guarantor have executed and delivered this Agreement to Lender (hereafter, the "Release Date"), including without limitation, those Released Claims in any way arising out of, connected with or related to any and all prior credit accommodations, if any, provided by Lender, or any of Lender's predecessors in interest, to Borrower or any Guarantor, and any agreements, notes or documents of any kind related thereto or the transactions contemplated thereby or hereby, or any other agreement or document referred to herein or therein.

B. Borrower and each Guarantor hereby acknowledge, represent and warrant to Lender that they agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses and Released Claims which are released by the provisions of this General Release in favor of Lender, and Borrower and each such Guarantor hereby waive and release all rights and benefits which they might otherwise have under any state or local laws or statutes with regard to the release of such unknown, unanticipated or misunderstood defenses and Released Claims.

C. Each person signing below on behalf of Borrower or any Guarantor acknowledges that he or she has read each of the provisions of this General Release. Each such person fully understands that this General Release has important legal consequences, and each such person realizes that they are releasing any and all Released Claims that Borrower or any such Guarantor may have as of the Release Date. Borrower and each Guarantor hereby acknowledge that each of them has had an opportunity to obtain a lawyer's advice concerning the legal consequences of each of the provisions of this General Release.

D. Borrower and each Guarantor hereby specifically acknowledge and agree that: (i) none of the provisions of this General Release shall be construed as or constitute an admission of any liability on the part of Lender; (ii) the provisions of this General Release shall constitute an absolute bar to any Released Claim of any kind, whether any such Released Claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable; and (iii) any attempt to assert a Released Claim barred by the provisions of this General Release shall subject Borrower and each Guarantor to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.

## 22. ARBITRATION.

A. Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) any credit subject hereto, or any of the Loan Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

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B. Governing Rules. Any arbitration proceeding will (i) proceed in a location in Texas selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

C. Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

D. Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Texas with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator’s discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Texas and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution

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and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

E. Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

F. Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Loan Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

G. Payment of Arbitration Costs and Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

H. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

23. Notice of No Oral Agreements. Borrower, Guarantor and Lender hereby take notice of and agree to the following:

A. **PURSUANT TO SUBSECTION 26.02(b) OF THE TEXAS BUSINESS AND COMMERCE CODE, A LOAN AGREEMENT IN WHICH THE AMOUNT INVOLVED THEREIN EXCEEDS \$50,000 IN VALUE IS NOT ENFORCEABLE UNLESS THE AGREEMENT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND OR BY THAT PARTY'S AUTHORIZED REPRESENTATIVE.**

B. **PURSUANT TO SUBSECTION 26.02(c) OF THE TEXAS BUSINESS AND COMMERCE CODE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THE LOAN DOCUMENTS, AND ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS.**

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**C. THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, this Agreement is executed on the respective dates of acknowledgement below but is effective as of the Effective Date written above.

(Balance of this page left blank. Signatures continued on the following signature pages)

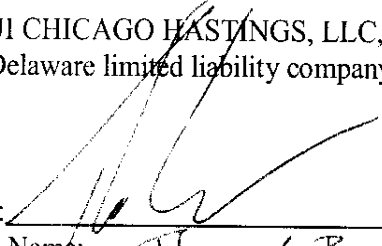
Property of Cook County Clerk's Office

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## [SIGNATURE PAGE – EXTENSION AND MODIFICATION AGREEMENT]

### BORROWER:

LUI CHICAGO HASTINGS, LLC,  
a Delaware limited liability company

By: 

Name: Thomas G. Bacon

Title: MANAGER

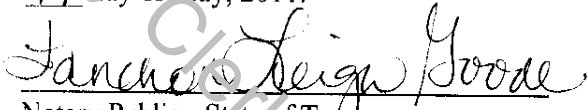
STATE OF TEXAS §  
 COUNTY OF HARRIS §

I, Fanchon Leigh Goode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas G. Bacon, personally known to me to be the Manager of LUI Chicago Hastings, LLC, a Delaware limited liability company, and 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 and delivered said instrument as the Manager of said limited liability company, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of May, 2011.

My Commission Expires:

03/22/2013

  
 Notary Public - State of Texas

Fanchon Leigh Goode  
 Printed Name of Notary Public





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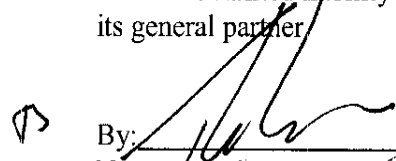
## [SIGNATURE PAGE – EXTENSION AND MODIFICATION AGREEMENT]

### GUARANTOR:

LIONSTONE URBAN INVESTMENTS ONE, L.P.,  
a Delaware limited partnership

By: Lionstone UC One, L.P., a Delaware limited  
partnership, its general partner

By: Lionstone UC One GP, L.L.C., a  
Delaware limited liability company,  
its general partner

By:   
Name: Thomas G. Bacon  
Title: MANAGER

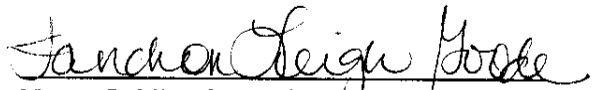
STATE OF TEXAS       §  
                                      §  
COUNTY OF HARRIS   §

I, Fanchon Leigh Goode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas G. Bacon, personally known to me to be the Manager of Lionstone UC One GP, LLC, a Delaware limited liability company, the general partner of Lionstone UC One, L.P., a Delaware limited partnership, the general partner of Lionstone Urban Investments One, L.P., a Delaware limited partnership, and 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 and delivered said instrument as the Manager of said limited liability company, in its capacity as general partner of Lionstone UC One, L.P., in its capacity as general partner of Lionstone Urban Investments One, L.P., as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of May, 2011.

My Commission Expires:

3/22/2013

  
Notary Public - State of Texas

Fanchon Leigh Goode  
Printed Name of Notary Public

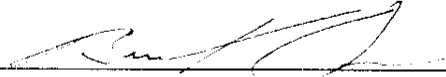


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[SIGNATURE PAGE – THIRD EXTENSION AND MODIFICATION AGREEMENT]

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association


By: 

Name: Brian K. Davis

Title: Senior Vice President

STATE OF FLORIDA §

COUNTY OF BROWARD §

I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian K. Davis, personally known to me to be the Senior Vice President of Wells Fargo Bank, National Association, a national banking association, and 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 and delivered said instrument as the Senior Vice President of said national banking association, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of May, 2011.

My Commission Expires:

\_\_\_\_\_



Notary Public - State of Florida

Printed Name of Notary Public



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## EXHIBIT A Legal Description

**STREET ADDRESS:** 2011 W. HASTINGS **CITY:** CHICAGO **COUNTY:** COOK **TAX NUMBER:**

### LEGAL DESCRIPTION:

#### PARCEL 1:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 1 TO 3, ALL INCLUSIVE, IN EMMA WELLS SUBDIVISION OF LOTS 73, 74 AND 75; LOTS 54 TO 72, ALL INCLUSIVE, AND LOTS 76 TO 91, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; THE VACATED EAST-WEST ALLEY (VACATED AS PER DOCUMENT 7373347) LYING SOUTH OF THE SOUTH LINE OF LOTS 54 TO 72, ALL INCLUSIVE; AND VACATED WEST 14TH STREET (VACATED AS PER DOCUMENT 7373347), LYING BETWEEN SOUTH LEAVITT AVENUE, AS VACATED, AND THE WEST LINE OF LOT 89 EXTENDED SOUTH 66.00 FEET; **(EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:**

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 18 SECONDS, MEASURED FROM WEST TO SOUTH WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46 SECONDS, MEASURED FROM SOUTH TO WEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.66 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 09 DEGREES, 15 MINUTES, 12 SECONDS, MEASURED FROM WEST TO NORTHWEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED WEST 14TH STREET)

ALSO

ALL THAT PART OF THE EAST 1/2 OF VACATED SOUTH LEAVITT STREET LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 10 AND THE EAST LINE OF SAID BLOCK 10 PRODUCED SOUTH 66.00 FEET AND WEST OF AND ADJOINING THE WEST LINE OF BLOCK 11 AND THE WEST LINE OF SAID BLOCK 11 PRODUCED SOUTH, 66.00 FEET IN THE SUBDIVISION OF SECTION 19, AFORESAID, LYING SOUTH OF THE NORTH LINE OF LOT 72 IN THE SUBDIVISION OF SAID BLOCK 11 PRODUCED WEST, 66.00 FEET AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 14TH STREET VACATED 50.00 FEET EASTERLY OF THE EAST LINE OF SOUTH LEAVITT STREET, VACATED; THENCE BY A CURVE, CONVEXED TO THE SOUTH HAVING A RADIUS OF 1,910.00 FEET TO A POINT IN THE CENTERLINE OF SOUTH LEAVITT STREET VACATED 2.5 FEET NORTHERLY FROM THE SOUTH LINE OF SAID WEST 14TH STREET VACATED, ALL IN

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SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 25, 26, 27, 46, 47, 48 AND LOT 45 (EXCEPT THE WEST 9.98 FEET THEREOF); LOT 28 (EXCEPT THE NORTH 79.73 FEET AND EXCEPT THE WEST 9.98 FEET THEREOF); TOGETHER WITH THE NORTH 79.73 FEET OF SAID LOT 28 (EXCEPT THE WEST 9.00 FEET THEREOF); ALSO THE EAST-WEST ALLEY LYING BETWEEN A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDED NORTH, 16.00 FEET; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 25 TO 28, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48, VACATED AS PER DOCUMENT 7373347; ALSO THE NORTH 16.67 FEET OF THAT PART OF WEST 14TH STREET LYING BETWEEN A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDING SOUTH, 16.67 FEET, VACATED AS PER DOCUMENT 7373347 ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

A PARCEL OF LAND COMPRISED OF THE WEST 9.00 FEET OF THE NORTH 79.73 FEET OF LOT 28; TOGETHER WITH THE WEST 9.98 FEET OF SAID LOT 28 (EXCEPT THE NORTH 79.73 FEET THEREOF); LOTS 29 TO 34, ALL INCLUSIVE, AND THE WEST 9.98 FEET OF LOT 45; ALL IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 25 TO 48, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 49 TO 56, ALL INCLUSIVE, AND LOTS 89 TO 93, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; LOTS 1 TO 6, ALL INCLUSIVE IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; VACATED SOUTH HOYNE AVENUE (VACATED AS PER DOCUMENT 7373347); THAT PART OF THE VACATED 16-FOOT EAST/WEST ALLEY (VACATED AS PER DOCUMENT 7373347) LYING EAST OF THE WEST LINE OF LOT 89 EXTENDED NORTH AND WEST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45, AFORESAID, EXTENDED NORTH; THAT PART OF VACATED WEST 14TH STREET (EXCEPT THE EAST 10.00 FEET THEREOF) (VACATED AS PER DOCUMENT 7373347) LYING EAST OF THE WEST LINE OF SAID LOT 89 EXTENDED SOUTH TO THE SOUTH LINE OF SAID VACATED STREET AND LYING WEST OF THE WEST LINE OF SOUTH DAMEN AVENUE (EXCEPT THE NORTH 16.67 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 AFORESAID, EXTENDED SOUTH); ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 18 SECONDS (MEASURED FROM WEST TO SOUTH) WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46

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SECONDS (MEASURED FROM SOUTH TO WEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 09 DEGREES, 15 MINUTES, 12 SECONDS (MEASURED FROM WEST TO NORTHWEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED 14<sup>TH</sup> STREET, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) IN THE NORTH 1/2 OF BLOCK 12 AFORESAID; IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, **(EXCEPTING THEREFROM:**

LOTS 1, 2, 23, 24 AND THE EAST 7.80 FEET OF LOTS 3 AND 22, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12, RECORDED JUNE 6, 1879 AS DOCUMENT NUMBER 225067, TOGETHER WITH THAT PORTION OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) LYING SOUTH AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND THE EAST 7.80 FEET OF LOT 3, IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 0021367989, RECORDED DECEMBER 11, 2002), **AND EXCEPT THEREFROM:**

THE WEST 1.00 FOOT OF LOTS 1 AND 24, OF CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, RECORDED OCTOBER 2, 1879 AS DOCUMENT NUMBER 239109, TOGETHER WITH THE WEST 1.00 FOOT OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT 19169599) IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

LOTS 1, 2, 3, 4, 45, 46, 47 AND 48, AND ALL OF THE EAST/WEST 16-FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1, 2, 3 AND 4, AND LYING NORTH OF AND ADJOINING SAID LOTS 45, 46, 47 AND 48 (VACATED AS PER DOCUMENT 86382600), TOGETHER WITH THE WEST 1/2 OF VACATED HOYNE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 AND 48 (VACATED AS PER DOCUMENT 0313431066), ALL IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THE WEST 1.00 FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST



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1/2 OF BLOCK 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1879 AS DOCUMENT 239109, AND THE WEST 1.00 FOOT OF THE VACATED 16-FOOT ALLEY, LYING SOUTH OF AND ADJOINING SAID LOT 1 AND NORTH OF AND ADJOINING SAID LOT 24 (VACATED AS PER DOCUMENT 19169599), TOGETHER WITH THE EAST 1/2 OF VACATED HOYNE AVENUE LYING WEST OF AND ADJOINING SAID LOTS 1 AND 24 (VACATED AS PER DOCUMENT 0313431066), IN THE NORTH 1/2 OF BLOCK 12, AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Tax Numbers:

- 17-19-113-050-0000
- 17-19-113-051-0000
- 17-19-114-051-0000
- 17-19-114-052-0000
- 17-19-115-002-0000
- 17-19-115-003-0000
- 17-19-115-004-0000
- 17-19-115-005-0000
- 17-19-115-006-0000
- 17-19-115-007-0000
- 17-19-115-008-0000
- 17-19-115-009-0000
- 17-19-115-011-0000
- 17-19-115-012-0000
- 17-19-115-013-0000
- 17-19-115-014-0000

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