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1121322087

This instrument prepared by or under the supervision of
and after recording return to:

Ann M. Chiacchieri
Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116

Doc#: 1121322087 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2011 02:45 PM Pg: 1 of 28

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Dr
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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of July 28, 2011 by and among 151 W. Adams Master Tenant LLC, an Illinois limited liability company ("Lessee"); UST Prime III Hotel Subtenant, L.P., an Illinois limited partnership ("Master Subtenant"); UST Prime III Hotel Owner, L.P. an Illinois limited partnership ("Owner"); Chevron TCI, Inc., a California corporation, (together with any permitted successors or assigns, the "Lender"); and Chevron U.S.A. Inc., a Pennsylvania corporation ("Investor").

RECITALS

WHEREAS, Owner is the owner of a portion of the building located at 151 W. Adams Street in Chicago, Illinois and commonly known as the J.W. Marriott Hotel (the "Building"), which Owner has rehabilitated into the Hotel; and

WHEREAS, Owner is the owner of the certain tract(s) of land upon which the Building is located, together with certain other improvements and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto or to the Building, more particularly described on Exhibit A attached hereto (collectively, the "Land" and, together with the Building, the "Property"); and

WHEREAS, Owner has rehabilitated the Building in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to the Section 47 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

WHEREAS, Lessee currently leases the Property including the rehabilitated Building from Owner pursuant to the terms of that certain Amended and Restated Master Lease dated March 6, 2009 between Owner, as landlord, and Lessee, as lessee, as amended from time to time (the "Lease"); and

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WHEREAS, Master Subtenant currently subleases the Property, including the rehabilitate Building from the Lessee pursuant to the terms of that certain Amended and Restated Master Subleases dated March 6, 2009 between Lessee, as landlord, and Master Subtenant, as lessee, as amended from time to time;

WHEREAS, pursuant to that certain First Amended and Restated Operating Agreement of Lessee dated March 6, 2009, as amended from time to time (the "Lessee's Operating Agreement"), Investor acquired a 99.99% interest in Lessee and made a substantial investment therein; and

WHEREAS, Owner and Lessee have executed that certain HTC Pass-Through Agreement (the "Pass-Through Agreement") dated March 6, 2009 pursuant to which Owner has elected under Section 50 of the Code to pass-through to Lessee the Historic Tax Credit to which Owner would otherwise have been entitled as a result of the rehabilitation of the Building; and

WHEREAS, Lender is the lender under that certain loan to Owner (the "Mortgage Loan") evidenced by a Promissory Note made by Owner for the benefit of Lender dated as of the date hereof (the "Note") and a Loan Agreement dated as of the date hereof by and between Lender and Owner relating to a loan by Lender to Owner, as amended (the "Mortgage Loan Agreement"), which Mortgage Loan is secured by means of a second lien mortgage or deed of trust on the Property dated as of the date hereof (the "Mortgage") and other related security documents and financing statements given by Owner in favor of Lender, as amended (collectively, the "Mortgage Loan Documents"); and

WHEREAS, Investor has required that Lender provide certain assurances as to non-disturbance of Lessee's rights under the Lease.

NOW, THEREFORE, in consideration of the forgoing of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender hereby agrees as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used herein shall have the meanings specified below:

"Disqualified Transferee" means any of the following:

(a) a tax exempt organization described in Section 50(b)(3) of the Code unless the property is used by such organization predominantly in an unrelated trade or business the income of which is subject to tax under Section 511 of the Code; or

(b) the United States, any State or political subdivision thereof, any possession of the United States, or any agency or instrumentality of any of the foregoing; or

(c) a foreign person or entity (as defined in Section 168(h)(2)(C) of the Code) unless more than 50 percent of the gross income derived by the foreign person or entity is subject to U.S. tax or included under Section 951 of the Code in the gross income of a United States

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shareholder for the taxable year with or within which ends the taxable year of the controlled foreign corporation in which such income was derived; or

(d) a mutual savings bank, cooperative bank, or domestic building and loan association to which Section 593 of the Code applies; or

(e) a regulated investment company or real estate investment trust subject to taxation under subchapter M, Chapter 1 of the Code (but not including a "taxable REIT subsidiary," as defined in Section 856(1) of the Code; or

(f) a cooperative organization described in Section 1381(a) of the Code; or

(g) a partnership or other pass-through entity in which any Disqualified Transferee described in subparts (a) through (f), above, owns a direct or indirect partner or member interest.

"Recapture Event" means any action, happening or event which would cause (i) any recapture of the Historic Tax Credits under Section 50 of the Code, (ii) any disallowance of Historic Tax Credits previously claimed by Investor, or (iii) any imposition of additional tax under Section 49 of the Code.

"Recapture Period" means the period commencing as of the date hereof and ending on the next business day following the fifth (5th) anniversary of the date on which the last "qualified rehabilitation expenditure" as defined in Section 47(c)(3) of the Code with respect to the Property is first placed in service.

"Transfer" means (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for Owner of the Property, (c) the exercise of rights to collect rents under the Mortgage Loan Documents or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns, or any other person or entity, including, but not limited to, transfers or abandonments of possession in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101 et seq., or (f) taking direct or indirect ownership of any member interest ("Ownership Interest") in the Owner.

"Transferee" means Lender, its successors and assigns, any designee of Lender or any other party taking title to the Property or an Ownership Interest in connection with or following a Transfer.

2. **Subordination.** So long as Lender complies with the provisions of this Agreement, the Mortgage is and shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the Lease and all rights and privileges of Lessee thereunder, or any subtenant thereunder, and the Lease, and all rights and privileges of Lessee or any subtenant are hereby unconditionally subjected and made subordinate to the lien or charge of the Mortgage. Each of Lessee and Master Subtenant acknowledges that the Loan constitutes a Permitted Mortgage.

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3. Lender's Exercise of Remedies: Non-Disturbance

(a) During the Recapture Period, neither Lender, Owner nor Transferee shall terminate the Lease (even in the event of a default by the Lessee under the Lease) or take any action or exercise any remedy (at law or in equity) that would cause a Recapture Event, including, without limitation, permitting any Transfer to a Disqualified Transferee. This provision shall not preclude Lender or Transferee from exercising its rights and remedies (i) to effectuate a Transfer or exercise any other right or remedy, provided such Transfer or exercise of such right or remedy does not cause a Recapture Event; or (ii) under any guarantees of the Mortgage Loan.

(b) Prior to commencing efforts to effectuate a Transfer during the Recapture Period, Lender, Owner or Transferee, as the case may be, shall provide written notice to Investor of its intention to effectuate a Transfer. Neither Lender, Owner nor Transferee shall effectuate such Transfer unless Lender, Owner or Transferee, as the case may be, shall have received, within thirty (30) business days after such notice to Investor, either (i) the consent of Investor to such Transfer, which consent shall be given if the Transfer does not cause a Recapture Event; or (ii) an opinion of Investor's counsel that (a) such Transfer, in and of itself, will not cause a Recapture Event and (b) in the case of the appointment of a receiver for Owner or the Property, that the restrictions on permitting any Transfer to a Disqualified Transferee will be binding in such receiver. Any attempted Transfer in violation of this Section 3(b) shall be void *ab initio*.

(c) After the Recapture Period, Lender may terminate the Lease solely if the Lessee is in default thereunder and may take any other action otherwise prohibited by Section 4(a). Prior to commencing any action to effect a termination of the Lease upon a default by Lessee thereunder, Lender shall first give written notice to Investor of its intention to terminate the Lease and Investor will have a reasonable time, not to exceed sixty (60) days from the date of Investor's receipt of such written notice, to cause Lessee to cure any defect in Lessee's compliance with the Lease, such that upon such cure the Lessee would be entitled to the non-disturbance of the Lease.

(d) Nothing in the Mortgage Loan Documents or any replacement documents with any Transferee will preclude Investor's right to collect the Priority Return and the Asset Management Fee (as such terms are defined in the Lessee's Operating Agreement) from Lessee, Reschke Chicago Partners, LLC (in such capacity, together with its successors and assigns, the "Lessee's Managing Member") and/or any guarantor of such obligations to Investor. However, if, at anytime during the Recapture Period, Lessee is in default of its obligations to pay (i) rent, (ii) additional rent or (iii) any other amounts due under the Lease (collectively, the "Amounts Due"), then no distributions of cash flow may be made to any member of Lessee under Lessee's Operating Agreement and Lessee shall pay to Owner or Transferee, as applicable, all amounts of cash flow available from any source after the payment of reasonable and necessary operating expenses. Such amounts paid will be applied to Lessee's obligations to pay Amounts Due with any unsatisfied obligations accruing until Lessee has cash flow available to pay all such Amounts Due.

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(e) No event of default under the Mortgage Loan Documents or any replacement documents with any Transferee will result from (i) the exercise of the "Put" or the "Call Option" as described in the Purchase Agreement dated as of March 6, 2009 between Investor and Lessee's Managing Member or (ii) the removal of the Lessee's Managing Member by Investor pursuant to the Lessee's Operating Agreement.

(f) After a Transfer, if Owner has not yet received approval by the National Park Service of Part 3 of the Historic Preservation Certification Application – Request for Certification of Completed Work, then Lender and/or Transferee agree to take all commercially reasonable actions requested by Lessee and Investor to obtain such approval (at the sole expense of Lessee or Investor), including, without limitation, the execution of the Part 3 application and providing access to the Property for inspection by the Investor, its consultants, the National Parks Service, and any similar state agency.

(g) During the Recapture Period without the prior written consent of Investor, neither Lender, Owner nor any Transferee shall take any action, authorize or consent to any action or otherwise permit any physical alterations to Property that might reasonably impact the status of the Building as a certified historic structure or that violate or conflict with the Part 2 approval. Such alterations include, but are not limited to (a) alteration of the façade of the Building including the alteration, repair or replacement of window and door elements, (b) construction of a new building addition which overshadows the historic structure, or (c) the demolition or destruction of any portion of the Building.

(h) The provisions of this Agreement are binding on Lender shall also be binding on any Transferee.

4. Attornment.

(a) Lessee shall attorn to any Transferee, including Lender if Lender becomes a Transferee, as the landlord under the Lease, provided such Transfer complies with the provisions of this Agreement. Said attornment is subject to the limitation of Transferee's obligations set forth in Section 4(b) below and shall be effective and self-operative without the execution of any further instruments upon Transferee succeeding to the interest of the landlord under the Lease. Within ten (10) days after receipt of a written request therefor from a Transferee, Lessee agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement.

(b) Upon a Transfer of the Property to a Transferee, which Transfer complies with the provisions of this Agreement, the Lease will be recognized as a direct lease from Transferee to Lessee upon such Transfer for the balance of the term thereof. In the event that the Lease is recognized as a direct lease from a Transferee as aforesaid, then the liability of a Transferee under the Lease shall exist only so long as such Transferee is the owner of the Property, and such liability shall not continue or survive with respect to claims accruing after further transfer of ownership. A Transferee shall not be: (i) liable for any act or omission of any prior landlord (including Owner), (ii) subject to any offsets or counterclaims which Lessee may have against a prior landlord (including Owner), unless expressly provided for herein, (iii) bound by any prepayment of Base Rent which Lessee may have made in excess of the amounts then due for the

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next succeeding month, unless specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Lessee may have paid under the Lease unless such deposit or other sums have been physically delivered to Transferee, (iv) bound by any notices given by Lessee to Owner of which it did not also receive notice, (v) required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation which have actually been received by a Transferee, and then only to the extent required by the terms of the Lease, (vi) bound by any modification to the Lease made without Lender's consent, or (vii) required to undertake or complete any of Landlord's Work.

5. Notice and Cure Rights.

(a) Lessee and Owner each agrees, simultaneously with the giving of any notice under the Lease, to give a duplicate copy thereof to Lender. Should either Owner or Lessee default in respect of any of the provisions of the Lease, Lender shall have the right, but not the obligation, to cure such default and either Lessee or Owner, as the case may be, shall accept performance by or on behalf of Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. Lender will have thirty (30) days after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured.

(b) Lender and Owner each agrees, simultaneously with the giving of any notice with respect to the Mortgage Loan, to give a duplicate copy thereof to Lessee and to Investor. Should (i) Owner default in respect of any of the provisions of the Mortgage Loan or (ii) Owner or Lessee default in respect of any of the provisions of the Lease, Investor shall have the right, but not the obligation, to cure such default or cause it to be cured, and Lender and Owner, as the case may be, shall accept performance by or on behalf of Investor as though, and with the same effect as if it had been done or performed by Owner or Lessee, as the case may be. Lessee and Investor each will have thirty (30) days (co-terminously) after the service of such notice upon it within which to cure or cause to be cured the default specified in such notice, or cause it to be cured.

(c) Lessee and Master Subtenant each agrees, simultaneously with the giving of any notice under the Master Sublease, to give a duplicate copy thereof to Lender. Should either Lessee or Master Subtenant default in respect of any of the provisions of the Master Sublease, Lender shall have the right, but not the obligation, to cure such default, and either Lessee or Master Subtenant, as the case may be, shall accept performance by or on behalf of Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. Lender will have thirty (30) days after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured.

6. Representation and Warranties. To induce Lender to make the Loan, Lessee hereby represents and warrants to Lender as follows:

(a) No litigation or proceedings are pending, or to the best of Lessee's knowledge threatened, against Lessee, which are reasonably likely to, if adversely determined, cause a Material Adverse Change with respect to Lessee or the Project. To the best of Lessee's knowledge, there are no pending environmental proceedings, whether civil (including actions by

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private parties), criminal, or administrative proceedings, relating to the Project (collectively, "Environmental Proceedings"), and Lessee has no knowledge of any threatened Environmental Proceedings or any facts or circumstances which may give rise to any future Environmental Proceedings.

(b) Lessee is a duly organized and validly existing Illinois limited liability company and has full power and authority to execute, deliver and perform this Agreement, and such execution, delivery and performance have been duly authorized by all requisite action on the part of Lessee.

(c) No consent, approval or authorization of or declaration, registration or filing with any Governmental Authority or nongovernmental person or entity, including any creditor or partner of Lessee, is required in connection with the execution, delivery and performance of this Agreement, except for such consents, approvals or authorizations of or declarations or filings with any Governmental Authority or non governmental person or entity where the failure to so obtain would not have an adverse effect on Lessee or which have been obtained as of any date on which this representation is made or remade.

(d) The execution, delivery and performance of this Agreement have not constituted and will not constitute, upon the giving of notice or lapse of time or both, a breach or default under any other agreement to which Lessee is a party or may be bound or affected, or a violation of any law or court order which may affect the Project, any part thereof, any interest therein, or the use thereof.

(e) Except for the Master Lease, the Master Sublease, and the Project Contracts (as defined in the Loan Agreement) and for any occupancy agreements for hotel rooms, meeting rooms, banquet rooms and such other similar rooms entered into in the ordinary course of hotel operation), Lessee has not entered into any leases, subleases or other arrangements for occupancy or management of space within the Project. True, correct and complete copies of the Master Lease and Master Sublease have been delivered to Lender. The Master Lease and Master Sublease are in full force and effect. Lessee is not in default under the Master Lease or Master Sublease and Lessee has disclosed to Lender in writing any material default under the Master Lease and the Master Sublease.

(f) Lessee shall not take any action which would violate the terms of any of the Loan Documents and the failure of the Lessee to so comply shall constitute a breach by Borrower thereunder.

(g) Lessee has furnished to Lender true, correct and complete copies of each of the applicable organizational documents of Borrower, Lessee, and Master Sublessee and each direct or indirect member or owner of each of such entities.

7. **Survival of Representations and Warranties.** Lessee agrees that all of the representations and warranties set forth in Section 6 and elsewhere in this Agreement are true as of the date hereof, will be true as of the Loan Opening, and, except for matters which have been disclosed by Lessee and approved by Lender in writing, at all times thereafter. It shall be a condition precedent to the Loan Opening that each of said representations and warranties is true

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and correct as of the date of such requested disbursement. At Lender's request, Lessee shall reaffirm such representations and warranties in writing prior to the Loan Opening.

8. Miscellaneous.

(a) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns (including all Transferees); provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Transferee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred except to the extent the assignment of Lessee's interest in the Lease is permitted under the Lease.

(b) This Agreement is the whole and only agreement among the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage, and shall supersede and cancel all other subjection or subordination agreements, including, but not limited to, those provisions, if any, contained in the Lease that provide for the subjection or subordination of said Lease to a deed of trust or to a mortgage or mortgages, or other similar mortgage loan documents. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be governed by, construed, applied and enforced in accordance with the laws of the State of Illinois. The invalidity, legality or enforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) The Lease may not be modified or amended so as to reduce the rent or other payments due Owner thereunder or shorten the Term provided thereunder or so as to adversely affect in any other respect to any material extent the rights of Lender, nor shall the Lease be canceled or surrendered, without the consent, in each instance, of Lender.

(f) Any notices required hereunder will be in writing and will be either given by U.S. registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or sent by telex or facsimile promptly confirmed in writing, or sent by personal delivery by a nationally recognized courier service for next day delivery. The current addresses and telecopy numbers of the parties to which any notice provided for herein shall be sent, are as follows:

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If to Owner:

UST Prime III Hotel Owner, L.P.

321 N. Clark St., Suite 2500
Chicago, Illinois 60654
Attention: Michael W. Reschke
Facsimile: (312) 917-1511

With copies to:

c/o The Prime Group Inc.
321 N. Clark St., Suite 2500
Chicago, Illinois 60654
Attention: Michael W. Reschke
Facsimile: (312) 917-1511

The Prime Group, Inc.
321 N. Clark Street
Suite 2500
Chicago, IL 60654
Attention: Robert J. Rudnik
Facsimile: (312) 917-8442

Estein & Associates USA, Ltd.
4705 S. Apopka-Vineland Road, Suite 201
Orlando, Florida 32819
Attention: Lothar Estein and Lance Fair
Facsimile: (407) 909-2222

and to:

Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, 20th Floor
West Palm Beach, Florida 33401
Attention: Dean Vegosen
Facsimile: (561) 833-4209

and

Pedersen & Houpt, PC
161 N. Clark Street, Suite 3100
Chicago, IL 60601
Attention: Herbert J. Linn
Facsimile: (312) 261-1104

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If to Lessee:

151 W. Adams Master Tenant, LLC
321 N. Clark Street, Suite 2500
Chicago, Illinois 60654
Attn: Michael W. Reschke
Facsimile: (312) 917-1511

With copies to:

c/o The Prime Group Inc.
321 N. Clark St., Suite 2500
Chicago, Illinois 60654
Attention: Michael W. Reschke
Facsimile: (312) 917-1511

The Prime Group, Inc.
321 N. Clark Street
Suite 2500
Chicago, IL 60654
Attention: Robert J. Rudnik
Facsimile: (312) 917-8442

Estein & Associates USA, Ltd.
4705 S. Apopka-Vineland Road, Suite 201
Orlando, Florida 32819
Attention: Lothar Estein and Lance Fair
Facsimile: (407) 909-2222

and to:

Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, 20th Floor
West Palm Beach, Florida 33401
Attention: Dean Vegosen
Facsimile: (561) 833-4209

If to Lender:

Chevron TCI, Inc.
345 California Street, 30th Floor
San Francisco, CA 94104
Attention: Richard Sheehy
Facsimile: (415) 733-4591

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With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: Harry Dannenberg, Esq.
Facsimile: (617) 523-6850

If to Investor:

Chevron U.S.A. Inc.
345 California Street, 30th Floor
San Francisco, CA 94104
Attention: Richard Sheehy
Facsimile: (415) 733-4591

With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: Harry Dannenberg, Esq.
Facsimile: (617) 523-6850

Any party may designate another addressee (and/or change its address or telecopy number) for notices hereunder by a notice given pursuant to this Section 8(h). Notices delivered personally or by facsimile will be effective upon delivery to an authorized representative of the party at the designated address; notices sent by mail in accordance with the above paragraph will be effective upon execution by the addressee of the return receipt requested.

(g) This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Subordination, Non-Disturbance and Attornment Agreement as of the date first above written.

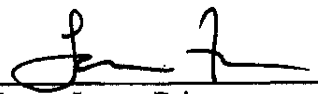
OWNER:

UST PRIME III HOTEL OWNER, L.P., an Illinois limited partnership

By: UST PRIME III HOTEL GP, LLC, an Illinois limited liability company, its General Partner

By: UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership, its sole Member

By: UST XIX CORPORATION, a Florida corporation, its General Partner

By: 
Name: Lance Fair
Title: Vice President

LESSEE:

151 W. ADAMS MASTER TENANT LLC, an Illinois limited liability company

By: Reschke Chicago Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name: Michael W. Reschke
Title: Manager

LENDER:

CHEVRON TCI, INC., a California corporation

By: _____
Name: Richard Sheehy
Title: Vice President

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By: UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership, its sole Member


By: UST XIX CORPORATION, a Florida corporation, its General Partner

By: _____
Name: Lance Fair
Title: Vice President

LESSEE:

151 W. ADAMS MASTER TENANT LLC, an Illinois limited liability company

By: Reschke Chicago Partners, LLC, an Illinois limited liability company, its managing member

By: 
Name: Michael W. Reschke
Title: Manager

LENDER:

CHEVRON TCI, INC., a California corporation

By: _____
Name: Richard Sheehy
Title: Vice President

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By: UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership, its sole Member

By: UST XIX CORPORATION, a Florida corporation, its General Partner

By: _____
Name: Lance Fair
Title: Vice President

LESSEE:

151 W. ADAMS MASTER TENANT LLC, an Illinois limited liability company

By: Reschke Chicago Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name: Michael W. Reschke
Title: Manager

LENDER:

CHEVRON TCI, INC., a California corporation

By: Alan E. Levine
Name: ~~Richard Sheehy~~ ALAN E. LEVINE
Title: ~~Vice President~~

ALAN E. LEVINE
PRESIDENT
CHEVRON TCI, INC.

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INVESTOR:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: Alan E. Levine

Name: ~~Richard Sheehy~~
Title: Attorney-in-Fact

**ALAN E. LEVINE
ATTORNEY-IN-FACT
CHEVRON U.S.A. INC.**

SUBLESSEE:

UST PRIME III OFFICE SUBTENANT, L.P., an Illinois limited partnership

By: **UST PRIME III OFFICE GP, LLC, an Illinois limited liability company, its general partner**

By: **UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership, its sole member**

By: **UST XIX CORPORATION, a Florida corporation, its general partner**

By: _____

Name: Lance Fair
Title: Vice President

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INVESTOR:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: _____

Name: Richard Sheehy

Title: Attorney-in-Fact

SUBLESSEE:

UST PRIME III OFFICE SUBTENANT, L.P., an Illinois limited partnership

By: UST PRIME III OFFICE GP, LLC, an Illinois limited liability company, its general partner

By: UST PRIME JOINT VENTURE III, L.P., an Illinois limited partnership, its sole member

By: UST XIX CORPORATION, a Florida corporation, its general partner

By:  _____

Name: Lance Fair

Title: Vice President

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

In said county and state, on this 28 day of July, 2011, before me personally appeared the above-named Lance Fair, Vice President of UST Prime III Hotel GP, LLC, the general partner of UST Prime III Hotel Owner, L.P., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Vice President and the free act and deed of said limited liability company and said limited partnership.



[Signature]
Notary Public
My Commission Expires: 8-4-2013

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

In said county and state, on this ___ day of July, 2011, before me personally appeared the above-named Michael W. Reschke, Manager of Reschke Chicago Partners, LLC, the managing member of 151 W. Adams Master Tenant LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Manager and the free act and deed of said limited liability companies.

Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

In said county and state, on this 28 day of July, 2011, before me personally appeared the above-named Lance Fair, Vice President of UST XIX Corporation, the general partner of UST Prime Joint Venture III, L.P., the sole member of UST Prime III Office GP, LLC, the general partner of UST Prime III Hotel Subtenant, L.P., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Vice President and the free act and deed of said corporation, said limited liability company, and said limited partnerships.



[Signature]
Notary Public
My Commission Expires: 8-4-2013

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STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

In said county and state, on this ___ day of July, 2011, before me personally appeared the above-named Lance Fair, Vice President of UST Prime III Hotel GP, LLC, the general partner of UST Prime III Hotel Owner, L.P., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Vice President and the free act and deed of said limited liability company and said limited partnership.

Notary Public
My Commission Expires: _____

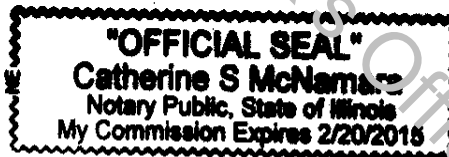
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

In said county and state, on this 10th day of July, 2011, before me personally appeared the above-named Michael W. Reschke, Manager of Reschke Chicago Partners, LLC, the managing member of 151 W. Adams Master Tenant LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Manager and the free act and deed of said limited liability companies.

Catherine S. McNamara

Notary Public
My Commission Expires: 2/20/2015

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)



In said county and state, on this ___ day of July, 2011, before me personally appeared the above-named Lance Fair, Vice President of UST XIX Corporation, the general partner of UST Prime Joint Venture III, L.P., the sole member of UST Prime III Office GP, LLC, the general partner of UST Prime III Hotel Subtenant, L.P., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Vice President and the free act and deed of said corporation, said limited liability company, and said limited partnerships.

Notary Public
My Commission Expires: _____

UNOFFICIAL COPY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On July 28, 2011 before me, Charles Hall, Jr., Notary Public, personally appeared ~~Richard Sheehy~~ **ALAN E. LEVINE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

Charles Hall Jr.
Charles Hall, Jr.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On July 28, 2011 before me, Charles Hall, Jr., Notary Public, personally appeared ~~Richard Sheehy~~ **ALAN E. LEVINE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

Charles Hall Jr.
Charles Hall, Jr.

UNOFFICIAL COPY

Exhibit A

LAND DESCRIPTION

PARCEL 1:

HOTEL PARCEL A

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL B

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 66.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, 222.37 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, 17.54 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;

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THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 1.11 FEET;
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL C

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 196.20 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32
 SECONDS EAST, 54.31 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 59.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT;
 THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, ALONG SAID
 WEST LINE, 55.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE
 SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 127.73 FEET THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL D

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF 57.34 FEET;
 THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO

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THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.91 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 50.59 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 1.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL E

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 33.03 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST, 34.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL F

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,

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TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART THEREOF,

OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 24.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED AS OF MAY 6, 2003 AND RECORDED AUGUST 14, 2003 AS DOCUMENT 0322645090 MADE BY AND BETWEEN FEDERAL RESERVE BANK OF CHICAGO, A FEDERALLY CHARTERED CORPORATION AND LASALLE-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND UPON THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2 AND 4.2 OF THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MARCH 5, 2008 AND RECORDED MARCH 6, 2008 AS DOCUMENT 0806641192 MADE BY AND BETWEEN UST PRIME III HOTEL OWNER, L.P. AND UST PRIME III OFFICE OWNER, L.P. OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND:

RETAIL PARCEL 1

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 39 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 288.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE, 74.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89

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DEGREES 45 MINUTES 44 SECONDS EAST, 35.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 103.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.40 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 15.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 24.85 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.62 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.67 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.93 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE, 66.12 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 62.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE THEREOF, 62.57 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET;

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**THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 24.82 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.63 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.09 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 1.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.59 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.56 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 78.23 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 54.31 FEET TO
 THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50
 SECONDS EAST, 196.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.**

OFFICE PARCEL 1

**THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 62.57 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.88 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 34.21 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 188.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO THE WEST LINE OF SAID TRACT; THENCE
 NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE,
 18.18 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39
 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET;**

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**THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.67 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 14.00 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.62 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET;
 THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 24.85 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 15.94 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 16.40 FEET TO
 THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44
 SECONDS EAST, 40.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.**

OFFICE PARCEL 2

**THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET
 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES
 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20
 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 24.37 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01
 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.**

OFFICE PARCEL 3

**THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,**

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TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 4

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PINs: 17-16-220-003-0000
17-16-220-004-0000
17-16-220-005-0000
17-16-220-006-0000
17-16-220-007-0000
17-16-220-008-0000

ADDRESS: 151 W. ADAMS STREET, CHICAGO, ILLINOIS