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Cook County Recorder of Deeds
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Prepared by and

WHEN RECORDED PLEASE MAIL TO:

Aliza C. Johnson, Esq.
Marriott International, Inc. Dept. 52/923.27
10400 Fernwood Road
Bethesda, MD 20817

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTE TO CLERK: THIS AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT RENEWS, AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT RECORDED AUGUST 1, 2011 WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 1121322089 ("ORIGINAL SNDA")

AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made and entered into as of November 20, 2012, among: (i) CHEVRON TCI, INC. ("Mortgagee"), a California corporation having an address at 345 California Street, 30th Floor, San Francisco, California 94104; (ii) UST PRIME III HOTEL OWNER, L.P. ("Landlord"), an Illinois limited partnership having an address at c/o Estein & Associates USA, Ltd., 4705 S. Apopka Vineland Road, Suite 201, Orlando, Florida 32819; (iii) 151 W. ADAMS MASTER TENANT LLC ("Tenant"), an Illinois limited liability company having an address at c/o The Prime Group, Inc., 321 North Clark Street, Suite 2500, Chicago, Illinois 60654; (iv) UST PRIME III HOTEL SUBTENANT L.P. ("Subtenant"), an Illinois limited partnership having an address at c/o Estein & Associates USA, Ltd., 4705 S. Apopka Vineland Road, Suite 201, Orlando, Florida 32819; and (v) MARRIOTT HOTEL SERVICES, INC. ("Manager"), a Delaware corporation having an address at 10400 Fernwood Road, Bethesda, Maryland 20817.

RECITALS

- A. Landlord, Tenant, Subtenant, Mortgagee and Manager are the parties to the Original SNDA.
- B. Landlord is the fee owner of the Hotel (defined in Section 1) and Mortgagee is the holder of the Mortgage (defined in Section 1) that encumbers the Hotel.
- C. Landlord has leased the Hotel to Tenant pursuant to that certain Amended and Restated 151 W. Adams Master Lease Agreement (Hotel) dated as of March 6, 2009, as amended by that certain First Amendment to Amended and Restated Master Lease Agreement (Hotel) dated as of July 28, 2011 and as further amended by that certain Second Amendment to Amended and Restated Master Lease Agreement (Hotel) dated as of the date hereof (as amended, the "Master Lease").

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D. Tenant has subleased the Hotel to Subtenant pursuant to that certain Amended and Restated 151 W. Adams Master Sublease Agreement (Hotel) dated as of March 6, 2009, as amended by that certain First Amendment to Amended and Restated Master Sublease Agreement (Hotel) dated as of July 28, 2011 and as further amended by that certain Second Amendment to Amended and Restated Master Sublease Agreement (Hotel) dated as of the date hereof (as amended, the "Sublease").

E. Manager and Landlord, as successor-in-interest to 208 S. LaSalle, LLC, are parties to the Management Agreement (defined in Section 1), pursuant to which Manager manages the Hotel.

F. Landlord has assigned its right, title and interest in and to the Management Agreement and the Financial Support Agreement to Tenant by Assignment dated as of March 4, 2008 and Tenant has assigned its right, title and interest in and to the Management Agreement and the Financial Support Agreement to Subtenant by Assignment dated as of March 4, 2008.

G. Landlord, Tenant, Subtenant and Manager have entered into that certain Owner Agreement dated as of March 4, 2008 and as amended by the certain First Amendment to Owner Agreement dated as of March 6, 2009 (the "Owner Agreement"), which sets forth and clarifies such parties' obligations with respect to the Management Agreement.

H. Mortgagee, Landlord, Tenant, Subtenant and Manager desire to provide for Manager's continued management of the Hotel pursuant to the Management Agreement, notwithstanding any default by Landlord under the Mortgage, the Lease or the Owner Agreement and/or by Tenant under the Lease, the Sublease or the Owner Agreement, and/or by Subtenant under the Sublease, the Owner Agreement or the Management Agreement, all upon the terms and conditions set forth in this Agreement.

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

1. Definitions. Any capitalized term that is not specifically defined in this Agreement shall have the meaning set forth in the Management Agreement. The following terms when used in this Agreement shall have the meanings indicated:

"Capri" shall have the meaning set forth in Section 2.A of this Agreement.

"Capri SNDA" shall have the meaning set forth in Section 2.A of this Agreement.

"Financial Support Agreement" shall mean that certain Side Letter Agreement entitled "JW Marriott Chicago - Financial Support Agreement," dated as of May 7, 2007, by and between Manager and Landlord as successor-in-interest to 208 S. LaSalle, LLC, as amended by that certain letter agreement dated as of December 13, 2007, and by that certain letter agreement dated as of March 4, 2008. The term "Financial Support Agreement," as used in this Agreement, shall include any amendments, modifications, supplements, replacements or extensions of the original Financial Support Agreement.

"Foreclosure" shall mean any exercise of the remedies available to the holder of the Mortgage, upon a default under the Mortgage, which results in a transfer of title to or control or possession of the Hotel. The term "Foreclosure" shall include, without limitation: (i) a transfer by judicial foreclosure; (ii) a transfer by deed in lieu of foreclosure; (iii) the appointment by a court of a receiver to assume possession of the Hotel; (iv) any Foreclosure resulting from a transfer of either ownership or control of Landlord, direct or indirect in either case, by exercise of a stock pledge or otherwise; (v) a transfer

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resulting from an order given in a bankruptcy, reorganization, insolvency or similar proceeding; (vi) if title to the Hotel is held by a tenant under a ground lease, any Foreclosure resulting from an assignment of the tenant's interest in such ground lease in connection with a default under the Mortgage; or (vii) a transfer through any similar judicial or non-judicial exercise of the remedies held by the holder of the Mortgage.

“Foreclosure Date” shall mean the date on which title to or possession or control of the Hotel is transferred by means of a Foreclosure.

“Hotel” shall mean that certain hotel containing approximately 610 guest rooms that is located on the site described in Exhibit A hereto.

“Hotel Agreements” shall mean, collectively, the Management Agreement, the Financial Support Agreement and the Owner Agreement.

“Loan” shall mean that certain junior mortgage loan made by Mortgagee to Landlord in the principal amount of Seven Million Dollars (\$7,000,000).

“Loan Agreement” shall mean that certain loan agreement by and between Mortgagee and Landlord dated as of July 28, 2011 and executed in connection with the making of the Loan, as amended from time to time, including on the date hereof.

“Management Agreement” shall mean that certain management agreement, dated as of May 7, 2007, as amended by that certain, Amendment to Management Agreement dated as of December 13, 2007, Second Amendment to Management Agreement dated as of December 17, 2007, Third Amendment to Management Agreement dated as of March 4, 2008, Fourth Amendment to Management Agreement (Financial Support - Guaranty) dated as of March 4, 2008, Fifth Amendment to Management Agreement dated as of March 19, 2008, Sixth Amendment to Management Agreement dated as of September 16, 2009, Seventh Amendment to Management Agreement dated as of March 15, 2010 and Eighth Amendment to Management Agreement dated as of August 30, 2010, Letter Agreement re: Restaurant dated as of August 27, 2010, Letter Agreement re: Spa dated as of August 27, 2010, Letter Agreement re: Manager's right to complete certain work dated as of November 9, 2010, Letter Agreement re: authority to open dated as of November 11, 2010, Letter Agreement re: items to be completed from the authority to open letter dated as of July 28, 2011, Letter Agreement re: Pre-Opening Expenses repayment plan dated as of July 28, 2011, Impositions Agreement dated as of January 27, 2012, Letter Agreement re: update to authority to open dated as of February 17, 2012, Letter Agreement re: Pre-Opening Expenses repayment plan dated as of October 4, 2012, and Letter dated as of November 7, 2012 re: update to Owner's notice address, pursuant to which Manager manages the Hotel. The term “Management Agreement,” as used in this Agreement, shall include (i) any amendments, modifications, supplements, replacements or extensions of the original Management Agreement; and (ii) any New Management Agreement entered into pursuant to Section 3.B of this Agreement.

“Master Lease” shall have the meaning set forth in the Recitals.

“Mortgage” shall mean that certain mortgage, made by Landlord in favor of Mortgagee, dated as of July 28, 2011 and as amended from time to time, that secures the Loan and that encumbers the Hotel. The term “Mortgage,” as used in this Agreement, shall include: (i) any amendments, modifications, supplements or extensions of the original “Mortgage” that was recorded as set forth above; and (ii) any existing or future financing by Mortgagee that is wholly or partially secured by the Hotel, including a “blanket mortgage” encumbering properties other than the Hotel.

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“Mortgagee” shall mean any of the following: (i) the entity identified as the “Mortgagee” in the Preamble, (ii) any successors or assigns of that entity, (iii) any nominee or designee of that entity (or any other entity described in this definition), (iv) any initial or subsequent assignee of all or any portion of the interest of that entity in the Mortgage, or (v) any entity that is a participant in the financing secured by the Mortgage, or otherwise acquires an equitable interest in the Mortgage.

“Olen” shall have the meaning set forth in Section 2.A of this Agreement.

“Olen SNDA” shall have the meaning set forth in Section 2.A of this Agreement.

“Owner Agreement” shall have the meaning set forth in the Recitals. The term “Owner Agreement,” as used in this Agreement, shall include (i) any amendments, modifications, supplements, replacements or extensions of the original Owner Agreement; and (ii) any New Owner Agreement entered into pursuant to Section 3.B of this Agreement.

“Senior Lender” shall have the meaning set forth in Section 2.A of this Agreement.

“Senior SNDA” shall have the meaning set forth in Section 2.A of this Agreement.

“Sublease” shall have the meaning set forth in the Recitals.

“Subsequent Owner” shall mean any individual or entity that acquires title to or control or possession of the Hotel at or through a Foreclosure (together with any successors or assigns thereof), including, without limitation, (i) Mortgagee, (ii) any purchaser of the Hotel from Mortgagee, or any lessee of the Hotel from Mortgagee, or (iii) any purchaser of the Hotel at Foreclosure.

2. Subordination.

A. Subject to the parties’ compliance with the provisions of this Agreement, the right, title and interest of Manager in and to the Hotel under the Hotel Agreements (the “Manager’s Interests”) are and shall be subject and subordinate to the lien of the Mortgage; provided, however, that, notwithstanding the foregoing subordination, (i) neither Mortgagee nor any Subsequent Owner shall name Manager as a defendant in any Foreclosure (unless required by applicable law in order to foreclose the lien of the Mortgage) or otherwise take steps that are inconsistent with Section 3 of this Agreement, and (ii) the Manager’s Interests shall not, by reason of this Agreement, be subordinate to any mortgage other than the Mortgage; provided that both Mortgagee and Manager acknowledge that (x) there is a senior mortgage on the Hotel securing a loan in the maximum principal amount of One Hundred Eighty-Five Million Dollars (\$185,000,000) made by The Union Labor Life Insurance Company, on behalf of Separate Account J (“Senior Lender”) to Landlord for which the parties thereto shall execute an Amended and Restated Subordination, Non-Disturbance and Attornment Agreement (“Senior SNDA”) that is to be recorded in the Cook County, Illinois land records, (y) there is a “second” mortgage on the Hotel securing a loan in the original principal amount of Thirty-Four Million Dollars (\$34,000,000) made by Olen Residential Realty Corp. (“Olen”) to Landlord for which the parties shall execute a Subordination, Non-Disturbance and Attornment Agreement (“Olen SNDA”) that will be recorded in the Cook County, Illinois land records, and (z) there is a “fourth” mortgage on the Hotel securing a loan in the original principal amount of Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000) made by Capri Urban Investors REIT (“Capri”) to Landlord and for which the parties thereto shall execute an Amended and Restated Subordination, Non-Disturbance and Attornment Agreement (“Capri SNDA”) that will be recorded with the Cook County, Illinois Recorder of Deeds. The parties acknowledge and agree that any provision of

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the Mortgage concerning subordination of the Hotel Agreements shall be of no force and effect while the Hotel Agreements and this Agreement are in effect.

B. The parties agree that to the extent of any conflict between the provisions of this Agreement (including, without limitation, Section 5 and Section 7 of this Agreement) and those of the Senior SNDA, the provisions of the Senior SNDA shall control and govern. The parties further agree that if and to the extent that Manager has conflicting obligations to Senior Lender under the Senior SNDA and to Mortgagee under this Agreement (i.e., where performance of Manager's obligation(s) to Senior Lender under the Senior SNDA will render impossible performance of certain obligation(s) of Manager to Mortgagee under this Agreement), Manager shall only be obligated to perform such obligations for the benefit of Senior Lender under the Senior SNDA and shall have no obligation (hereunder or otherwise) to perform such obligations for the benefit of Mortgagee under this Agreement.

3. Non-Disturbance.

A. In the event any Subsequent Owner comes into possession of or acquires title to or possession or control of the Hotel either at or following a Foreclosure, Mortgagee agrees (which agreement shall be binding on all Subsequent Owners) that if, at such time, the Hotel Agreements have not expired or otherwise been validly earlier terminated, then (i) Mortgagee and all Subsequent Owners shall recognize Manager's rights under the Hotel Agreements, (ii) Manager shall not be named as a party in any Foreclosure action or proceeding unless required by applicable law in order to foreclose the lien of the Mortgage, and (iii) Manager shall not be disturbed in its right to manage and operate the Hotel pursuant to, and subject to, the provisions of the Hotel Agreements.

B. If, at the time a Subsequent Owner acquires its interest in the Hotel, the Hotel Agreements have been terminated or Manager no longer has the right to manage or operate the Hotel due to (i) the exercise of any rights of "Owner" under the Management Agreement or under the law of agency (notwithstanding Section 11.03 of the Management Agreement), or (ii) a court ruling in any proceeding or action involving bankruptcy, receivership, assignment for the benefit of creditors, dissolution procedure or process, or similar proceedings or actions (but in no event due solely to an Event of Default by Manager under the Management Agreement or a termination by Manager under the Management Agreement), such Subsequent Owner shall immediately enter into a replacement management agreement with Manager on the same terms and conditions as the Management Agreement ("New Management Agreement") and, if the lease and sublease structure contemplated by the Owner Agreement is to be preserved, a replacement owner agreement with Manager, Tenant and Subtenant on the same terms and conditions as the Owner Agreement but only for the then unexpired term of the Management Agreement ("New Owner Agreement" and together with the New Management Agreement, the "New Hotel Agreements"). Subsequent Owner shall be so obligated even if Manager is then no longer managing or operating the Hotel, provided that (i) Manager is contesting such a termination or such a loss of right that has not been subject to a final non-appealable order from court having jurisdiction, and (ii) Manager has not actually received payment equal to the present value of the damages it incurred as a result of such termination or, if applicable, the full amount of its allowed claim in any bankruptcy proceeding. The term of the New Hotel Agreements shall commence effective as of (i) the date on which the Subsequent Owner acquired its interest in the Hotel if Manager is then currently managing or operating the Hotel, or (ii) ninety (90) days after the date Subsequent Owner acquired its interest in the Hotel if Manager is not then currently managing or operating the Hotel, and shall expire on the date the term of the Hotel Agreements would have otherwise expired but for such termination or loss of right.

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C. In the event Landlord, Tenant and/or Subtenant seeks protection under the Bankruptcy Code or any similar statute, during any proceeding with respect thereto, Mortgagee shall take no affirmative action to terminate or cause the termination of the Hotel Agreements.

D. Mortgagee acknowledges that Manager must operate the Hotel pursuant to the provisions of the Management Agreement. Mortgagee shall, commencing on the date the Mortgagee acts as "Owner" under the Management Agreement until the Foreclosure Date, act in a manner that is commercially reasonable and consistent with the provisions of the Management Agreement.

4. Attornment. Provided the Hotel Agreements are in effect, and have not expired or otherwise been earlier validly terminated, Manager shall attorn to any Subsequent Owner and shall remain bound by all of the terms, covenants and conditions of the Hotel Agreements, for the balance of the remaining term thereof (and any renewals thereof that may be effected in accordance with the Hotel Agreements) with the same force and effect as if such Subsequent Owner were the "Owner" under the Management Agreement; provided, however, Manager shall be under no such obligation to so attorn: (i) if such Subsequent Owner is a Person with whom "Owner" would be prohibited from entering into a Sale of the Hotel under Section 10.02.A of the Management Agreement or similar section of the New Management Agreement; or (ii) unless such Subsequent Owner, within twenty (20) days after the Foreclosure Date (or, in the event such Subsequent Owner acquires title to the Hotel after the Foreclosure Date, within twenty (20) days after the date of such acquisition of title to the Hotel), assumes all of the obligations of the "Owner" under the Management Agreement that are continuing or that arise after the Foreclosure Date (or such later date of acquisition of title to the Hotel), pursuant to a written assumption agreement that is reasonably acceptable to Manager and that shall be delivered to Manager. Upon the written request of Mortgagee, Manager shall periodically execute and deliver a statement, in a form reasonably satisfactory to Mortgagee, reaffirming Manager's obligation to attorn as set forth in this Section 4. Manager agrees that upon succeeding to the interest of the "Owner" under the Management Agreement, Mortgagee shall not be (i) liable for any obligation of the "Owner" under the Management Agreement relating to the period prior to the Foreclosure Date to the extent such obligation is not a continuing obligation of the "Owner" under the Management Agreement, unless such obligation is a continuing obligation of the "Owner" under the Management Agreement the curing of which is necessary to ensure compliance by the Hotel with System Standards; (ii) subject to any offset or defenses that Manager may have against the "Owner" that accrued prior to the Foreclosure Date; or (iii) bound by any amendment, modification, surrender or cancellation of the Management Agreement by "Owner" made without Mortgagee's written consent, but only if Senior Lender has not consented to the same. Notwithstanding the foregoing, regarding recouping Pre-Opening Expenses, Manager's self-help rights set forth in the Management Agreement and the Letter Agreement re: Pre-Opening Expenses and the Letter Agreement re: Pre-Opening Expenses repayment plan dated as of October 4, 2012 shall not be disturbed or affected by a Foreclosure.

5. Notice and Opportunity to Cure

A. So long as the Mortgage remains outstanding and unsatisfied, then in the event of a Default by Landlord, Tenant and/or Subtenant in the performance or observance of any of the terms and conditions of the Management Agreement and/or the Owner Agreement, and in the event that Manager gives written notice thereof to Landlord, Tenant and/or Subtenant pursuant to the applicable section of the Management Agreement and/or Owner Agreement, as the case may be (or similar provision in the New Management Agreement and/or New Owner Agreement, as the case may be), Manager shall also give a duplicate copy (herein referred to as the "First Notice") of such notice to Mortgagee, in accordance with Section 8 of this Agreement. In addition, in the event that such Default is not cured within the applicable cure period under the applicable section of the Management Agreement and/or the Owner Agreement,

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and Manager intends to exercise its remedy of terminating the Hotel Agreements, Manager shall send a second notice (the "Second Notice") to Mortgagee, in accordance with Section 8 hereof, stating Manager's intention to terminate the Hotel Agreements. Manager shall forbear from taking any action to terminate the Hotel Agreements for a period of thirty (30) days after the service of the Second Notice; provided, however, that if any Default is not reasonably susceptible to cure within such thirty (30) day period following the Second Notice, Mortgagee shall have such additional time as may be reasonably required to cure such default provided that it is diligently and continuously prosecuting such cure, but in no event to exceed a total of ninety (90) days after the Second Notice. In the case of a Default that requires possession of the Hotel to cure, Mortgagee shall be deemed to be diligently prosecuting the cure of such Default if Mortgagee has commenced and is continuously and diligently seeking to obtain title to, and possession of, the Hotel through Foreclosure. It is specifically agreed that Manager shall not require Mortgagee to cure any Default which is personal to the "Owner" (such as, by way of example but not limitation, a bankruptcy filing), and therefore not susceptible of cure by Mortgagee; provided that, by way of example and not limitation, the parties hereto expressly agree that Defaults identified in Section 9.01.D of the Management Agreement shall not be deemed to be "personal" to any party. The cure period set forth herein shall run concurrently with the cure period afforded to the Senior Lender under the Senior SNDA, the cure period afforded Olen under the Olen SNDA and the cure period afforded Capri in the Capri SNDA. Manager acknowledges and agrees that Mortgagee shall have the right, but not the obligation, to cure any Default by "Owner" under the Hotel Agreements.

B. No notice given by Manager to Landlord, Tenant and/or Subtenant shall be effective as a notice under the applicable section of the Management Agreement or Owner Agreement or similar provision under the New Management Agreement or New Owner Agreement unless the applicable duplicate notice to Mortgagee that is required under Section 5.A hereof (either the First Notice or the Second Notice, as the case may be) is given to Mortgagee in accordance with this Agreement. It is understood that any failure by Manager to give such a duplicate notice (either the First Notice or the Second Notice, as the case may be) to Mortgagee shall not be a default by Manager either under this Agreement or under the Management Agreement or the Owner Agreement, as the case may be, but rather shall operate only to void the effectiveness of any such notice by Manager to Landlord, Tenant, and/or Subtenant under the applicable section of the Management Agreement or the Owner Agreement.

C. Manager agrees to accept performance by Mortgagee with the same force and effect as if the same were performed by Subtenant (or by Landlord or Tenant pursuant to the terms of the Owner Agreement), in accordance with the provisions and within the cure periods prescribed in the Management Agreement (except that Mortgagee shall have such additional cure periods, not available to Landlord, Tenant and/or Subtenant, as are set forth in Section 5.A hereof).

D. Except as specifically limited in the foregoing paragraphs, nothing contained herein shall preclude Manager from exercising any of its rights or remedies against Subtenant (or against Landlord or Tenant pursuant to the terms of the Owner Agreement) with respect to any default by Landlord, Tenant and/or Subtenant under the Management Agreement, but such cure by Mortgagee shall create no obligation of nor assumption by Mortgagee to cure any subsequent default.

6. Notice to Manager. Mortgagee shall deliver to Manager a copy of any notice of default under the Mortgage that Mortgagee sends to Landlord, Tenant and/or Subtenant, provided that the failure to deliver such notice shall not be a default by Mortgagee hereunder or void the notice to Landlord, Tenant, or Subtenant.

7. Assignment of Management Agreement. Landlord has, pursuant to the applicable provisions of the Mortgage, collaterally assigned to Mortgagee, as additional security for the indebtedness

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evidenced by the Mortgage, all of Landlord's right, title and interest in and to the Hotel Agreements, including the right to distributions payable to Landlord, Tenant and/or Subtenant pursuant to Article III and Article IV of the Management Agreement (or similar provisions of the New Management Agreement), subject to the rights of Senior Lender. Manager hereby acknowledges that it has been given a copy of the foregoing assignment. Provided that Senior Lender and Olen have been paid in full, or otherwise waive their rights under the Senior SNDA and the Olen SNDA, respectively, to have Manager pay to it or as it directs all distributions under the Management Agreement, including all payments, if any, under the Fourth Amendment to Management Agreement (Financial Support - Guaranty) (which implements the Financial Support Agreement), then if pursuant to such collateral assignment (or subsequent loan documentation entered into between Landlord and Mortgagee with a similar purpose), Manager receives a written letter of direction from Mortgagee from time to time directing Manager to pay, in accordance with such letter of direction, distributions under the Management Agreement, including all payments, if any, under the Fourth Amendment to Management Agreement (Financial Support - Guaranty) (which implements the Financial Support Agreement), that would otherwise be payable to Landlord, Tenant and/or Subtenant, Manager shall comply with such letter of direction. It is understood that Manager shall comply with the direction set forth in any such letter of direction without any necessity to investigate Mortgagee's reasons for sending such letter of direction, or to confirm whether or not Owner is in fact in default under the terms of the Mortgage. Manager shall continue to make payments in compliance with any such written letter of direction from Mortgagee until Manager receives written instructions to the contrary from Mortgagee or until Manager has received a copy of the recorded release or termination of the Mortgage. Each of Landlord, Tenant and Subtenant hereby gives its consent to all such distributions and payments by Manager to Mortgagee. Each of Landlord, Tenant and Subtenant acknowledges and agrees that any such distribution or payment by Manager to Mortgagee satisfies Manager's obligations under the Management Agreement including all payments, if any, under the Fourth Amendment to Management Agreement (Financial Support - Guaranty) (which implements the Financial Support Agreement), to make such distributions and/or payments to Landlord, Tenant and/or Subtenant, and each of Landlord, Tenant and Subtenant hereby releases Manager from any and all obligations relating to such distributions and payments. The foregoing consent by Landlord, Tenant and Subtenant shall be deemed to be irrevocable until the entire debt secured by the Mortgage has been discharged, as evidenced either by the recordation of a satisfaction or release executed by Mortgagee, or by the delivery of a written statement to that effect from Mortgagee to Manager.

8. Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by certified or registered mail, postage prepaid, return receipt requested or by nationally recognized overnight delivery service, addressed to the parties as follows:

To Mortgagee: Chevron TCI, Inc.
345 California St., 30th Floor
San Francisco, California 94104
Attn: Richard Sheehy
Fax: 415-733-4591

With a copy to: Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attn: Harry S. Dannenberg, Esq.
Fax: 617-523-6850

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To Landlord: UST Prime III Hotel Owner, L.P.
c/o Estein & Associates USA, Ltd.
4705 S. Apopka Vineland Road, Suite 201
Orlando, Florida 32819
Attn: Lothar Estein and Lance Fair
Fax: 407-909-2222

With copies to: Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, Illinois 60601
Attn: Herbert J. Linn
Fax: 312-261-1104

and

Casey Ciklin Lubitz Martens & O'Connell
515 N. Flagler Drive, 20th Floor
West Palm Beach, Florida 33401
Attn: Dean Vegosen, Esq.
Fax: 561-833-4209

To Tenant: 151 W. Adams Master Tenant LLC
c/o The Prime Group, Inc.
321 North Clark Street, Suite 2500
Chicago, Illinois 60654
Attn: Michael Reschke
Fax: 312-917-1511

With a copy to: Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, Illinois 60601
Attn: Herbert J. Linn
Fax: 312-261-1104

To Subtenant: UST Prime III Hotel Subtenant L.P.
c/o Estein & Associates USA, Ltd.
4705 S. Apopka Vineland Road, Suite 201
Orlando, Florida 32819
Attn: Lothar Estein and Lance Fair
Fax: 407-909-2222

With copies to: Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, Illinois 60601
Attn: Herbert J. Linn
Fax: 312-261-1104

and

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Casey Ciklin Lubitz Martens & O'Connell
 515 N. Flagler Drive, 20th Floor
 West Palm Beach, Florida 33401
 Attn: Dean Vegosen, Esq.
 Fax: 561-833-4209

To Manager: Marriott Hotel Services, Inc.
 10400 Fernwood Road
 Bethesda, Maryland 20817
 Attn: Law Department 52/923 - Senior Operations Attorney
 Fax: (301) 380-6727

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed to have been received when delivery is received or refused, as the case may be. Additionally, notices may be given by confirmed telephone facsimile transmission, provided that an original copy of said transmission shall be delivered to the addressee by nationally recognized overnight delivery service by no later than the second (2nd) business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission if received during the receiving party's normal business hours or, if not received during the receiving party's normal business hours, then on the next succeeding date on which such receiving party is open for normal business.

9. Estoppel Certificates.

Manager shall, at any time and from time to time upon not less than thirty (30) days' prior written notice from Mortgagee, execute, acknowledge and deliver to Mortgagee, or to any third party specified by Mortgagee, a statement in writing: (a) certifying (i) that the Management Agreement is unmodified and in full force and effect (or if there have been modifications thereto, as modified, is in full force and effect and stating the modifications), and (ii) the date through which the management fees due under the Management Agreement have been paid; and (b) stating whether or not to the best knowledge of Manager (i) there is a continuing default by "Owner" under the Management Agreement in the performance or observance of any covenant, agreement or condition contained in the Management Agreement, or (ii) there shall have occurred any event that, with the giving of notice or passage of time or both, would become such a default, and, if so, specifying each such default or occurrence of which Manager has knowledge. Such statement shall be binding upon Manager and may be relied upon by Mortgagee and/or such third party specified by Mortgagee as aforesaid.

10. Confirmatory Documentation. In the event the Hotel Agreements are amended, modified or supplemented, the Hotel Agreements, as so amended, modified or supplemented, shall continue to be subject to the provisions of this Agreement without necessity of any further act by the parties hereto. The provisions of this Agreement are and shall be fully effective and binding between the parties and any Subsequent Owner, upon the occurrence of the conditions set forth in such Sections, without the execution of any further instruments by any party. Notwithstanding the foregoing, each party to this Agreement shall have the right (from time to time, for so long as this Agreement is in effect) to request any other party to execute documentation (in form reasonably satisfactory to all signing parties) confirming (if true) that such conditions (if any) have been satisfied and that the provisions of this Agreement have been implemented. In such event, each of the parties that is requested to execute such confirmatory documentation agrees to execute such documentation within a reasonable period of time (not to exceed thirty (30) days) after its receipt of such request.

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11. Miscellaneous

A. This Agreement may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart, provided that photocopy or facsimile copies of all signatures are produced.

B. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representatives and assigns of each of the parties hereto, and in furtherance of the foregoing, any party to this Agreement may cause it to be recorded in the public land records of the jurisdiction where the Hotel is located at any time.

C. Notwithstanding anything herein to the contrary, the commencement and prosecution of Foreclosure proceedings under the Mortgage is a matter entirely within the discretion of Mortgagee.

D. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

E. In the event any Hotel Agreement shall be amended, modified or supplemented, such Hotel Agreement, as so amended, modified or supplemented, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by the parties hereto.

F. The provisions of this Agreement shall not be modified, amended, waived, discharged or terminated except by a written document signed by all of the parties hereto.

G. This Agreement and its validity, interpretation and enforcement shall be governed by the laws of the state in which the Hotel is located.

H. Captions of Sections herein are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Sections to which they refer.

I. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respects, all other terms and conditions of this Agreement shall remain in full force and effect.

J. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. No such waiver shall constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not constitute a waiver of any remedy provided by law or in equity, and the provision in this Agreement of any remedy shall not exclude any other remedy unless such remedy is expressly excluded hereby.

K. The parties agree that if they modify, change, supplement, alter or amend the Management Agreement in any material respect without receiving Mortgagee's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), such modification, change, supplement, alteration or amendment of the Management Agreement shall not be binding on Mortgagee.

L. Manager shall use commercially reasonable efforts to give Mortgagee prompt written notice of any attempts by "Owner" to terminate the Management Agreement; provided, that any failure by

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Manager to give such notice to Mortgagee shall not be a breach by Manager of its obligations under this Agreement.

M. Manager acknowledges that the Mortgage is deemed a Qualified Mortgage.

N. **ALL PARTIES EXECUTING THIS DOCUMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ACTIONS IN THE ENFORCEMENT THEREOF.**

[SIGNATURES FOLLOW ON NEXT PAGE]

Property of Cook County Clerk's Office

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LANDLORD:

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

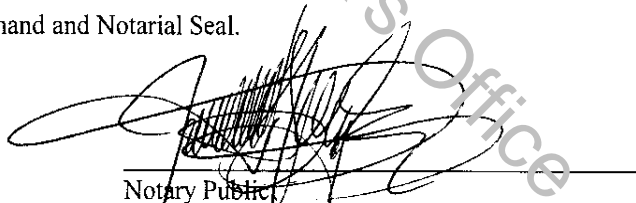
By: 
Name: Lance Fair
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

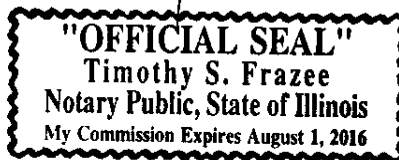
) SS:

I HEREBY CERTIFY that on this 16th day of November, 2012, before me, the undersigned officer, personally appeared Lance Fair, who acknowledged himself to be the Vice President of UST XIX Corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Lance Fair, as Vice President of UST XIX Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public

My Commission expires: 8-1-2016



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TENANT:

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

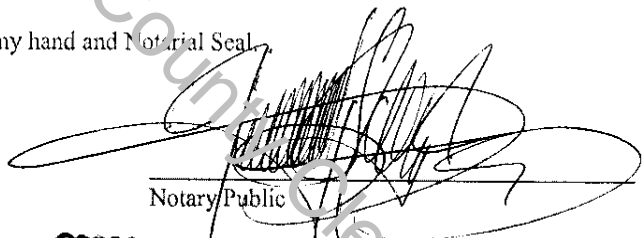
By: Reschke Chicago Partners, LLC,
an Illinois limited liability company,
its managing member

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

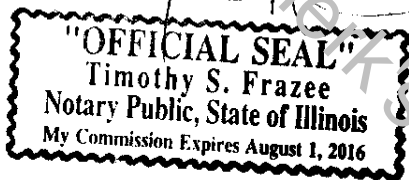
STATE OF ILLINOIS)
) SS:
COUNTY OF ~~COOK~~ DUPAGE)

I HEREBY CERTIFY that on this 19th day of November, 2012, before me, the undersigned officer, personally appeared Michael W. Reschke, who acknowledged ~~herself~~/himself to be the Manager of Reschke Chicago Partners, LLC, and that ~~she~~, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Michael W. Reschke, as Manager of Reschke Chicago Partners, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public

My Commission expires: 8-1-2016



Office

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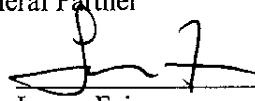
SUBTENANT:

UST PRIME III HOTEL SUBTENANT, 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

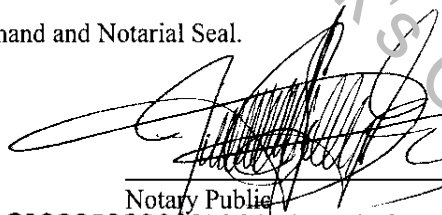
By: 
Name: Lance Fair
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

) SS:

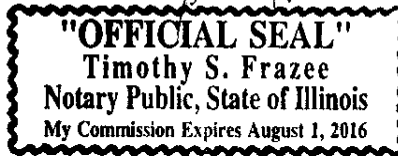
I HEREBY CERTIFY that on this 16th day of November, 2012, before me, the undersigned officer, personally appeared Lance Fair, who acknowledged himself to be the Vice President of UST XIX Corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Lance Fair, as Vice President of UST XIX Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Notary Public

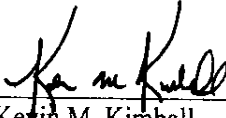
My Commission expires: 8-1-2016



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MANAGER:

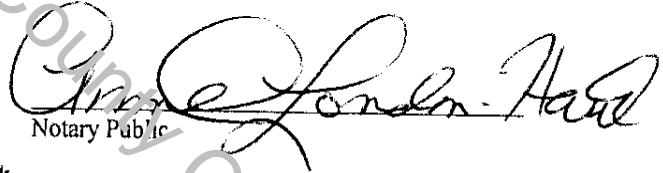
MARRIOTT HOTEL SERVICES, INC.,
a Delaware corporation

By: 
Name: Kevin M. Kimball
Title: Vice President

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 16th day of November, 2012, before me, the undersigned officer, personally appeared Kevin M. Kimball, who acknowledged himself to be a Vice President of Marriott Hotel Services, Inc., and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Kevin M. Kimball, as Vice President of Marriott Hotel Services, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public

My Commission expires:

Annette London-Hawk
NOTARY PUBLIC
Prince Georges County, Maryland
My Commission Expires 10/05/13

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

On November 10, 2012 before me, Judy Ann Leffall, Notary Public, personally appeared Nadine Barroca, 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 she executed the same in her authorized capacity, and that by her 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.



WITNESS my hand and official seal.

Judy Ann Leffall

PLACE NOTARY SEAL ABOVE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE SITE****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 TO 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 10 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, 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.

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

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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 89 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 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

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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; 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;

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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 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, 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;
 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;

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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, 49.77 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, 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, 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,
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

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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