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NAME AND ADDRESS OF PREPARER:

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Shefsky & Froelich Ltd.
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601



Doc#: 1320645092 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/25/2013 02:54 PM Pg: 1 of 9

AFTER RECORDING, MAIL TO:

Shawn Bahen
Milbank
601 S. Figueroa St. 30th fl
Los Angeles, CA 90017

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, BUILDING
AND IMPROVEMENTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **O'HARE CHICAGO HOTEL LLC**, a Delaware limited liability company ("Assignor"), does hereby assign, transfer and convey to **CHICAGO ORD HOTEL PARTNERS, LLC**, a Delaware limited liability company ("Assignee"), having an address at c/o Laurus Corporation, 1880 Century Park East, Suite 1016, Los Angeles, California 90067, all of its right, title and interest in, under and to (a) that certain ground lease described on **Exhibit "A"** attached hereto and made a part hereof ("Ground Lease") for a portion of the property commonly known as 8500 W. Bryn Mawr Avenue, Chicago, Illinois, which portion of the property is legally described on **Exhibit "B"** attached hereto and made a part hereof ("Hotel Parcel") and the Declaration described on Exhibit A attached hereto covering the parking parcel as described on Exhibit B, (b) any security deposit made by the Assignor and held by the ground lessor under the Ground Lease, and (c) the building and improvements owned by Assignor and located on the Hotel Parcel described in **Exhibit "B"** attached hereto, free and clear of all liens, claims and encumbrances and subject only to those exceptions described on **Exhibit "C"** attached hereto and made a part hereof.

Dated: As of June 24, 2013

PROPERTY ADDRESS:

8500 BRYN MAWR AVE
CHICAGO, IL 60631-3203

PIN:

12-02-304-010-0000

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IN WITNESS WHEREOF, Assignor has executed this Assignment and Assumption of Ground Lease, Building and Improvements as of the date first written above.

ASSIGNOR:

**O'HARE CHICAGO HOTEL LLC,
a Delaware limited liability company**



By: THR Chicago Airport Investors LLC
Its: Managing Member


By: THR Asset LP
Its: Sole Member

By: Tishman Asset Corporation
Its: General Partner

By: *Amy Buscemi*
Name: *AMY BUSCEMI*
Title: *Executive Vice President*

1247232_2

REAL ESTATE TRANSFER		07/25/2013
	COOK	\$9,500.00
	ILLINOIS:	\$19,000.00
TOTAL:		\$28,500.00
12-02-304-010-0000 20130601605358 R9THR9		

REAL ESTATE TRANSFER		07/25/2013
	CHICAGO:	\$142,500.00
CTA:		\$57,000.00
TOTAL:		\$199,500.00
12-02-304-010-0000 20130601605358 76M5GY		

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ACCEPTANCE AND ASSUMPTION OF GROUND LEASE, BUILDING AND IMPROVEMENTS

Effective as of the date hereof, the undersigned CHICAGO ORD HOTEL PARTNERS, LLC, a Delaware limited liability, as Assignee under the foregoing assignment, does hereby accept the foregoing assignment for the benefit of Assignor and Landlord (as described on Exhibit "A") and hereby agrees to assume, keep, observe and perform any and all obligations and liabilities of Assignor as Tenant under the Ground Lease and Declaration arising from and after the date hereof. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims pertaining to the Ground Lease and first arising out of matters occurring on or after the date hereof.

Dated: As of August 24, 2013

ASSIGNEE:

**CHICAGO ORD HOTEL PARTNERS, LLC,
a Delaware limited liability company**

By: _____ Andres Szita
Name: _____
Its: Authorized Signatory

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New York
 STATE OF ILLINOIS)
)
 COUNTY OF New York) ss:

I, Marie Sultana, a Notary Public in and for said County and State
 aforesaid, do hereby certify that Gary Buscemi, the Executive Vice President
 of TISHMAN ASSET CORPORATION, a Delaware corporation, acting in its capacity as
 General Partner of THR ASSET, LP, a Delaware limited partnership, acting in its capacity as the
 sole member of THR CHICAGO AIRPORT INVESTORS LLC, a Delaware limited liability
 company, acting in its capacity as a managing member of O'HARE CHICAGO HOTEL LLC, a
 Delaware limited liability company (the "Assignor"), personally known to me to be the same
 person whose name is subscribed to the foregoing instrument, appeared before me this day in
 person and acknowledged he signed and delivered said instrument as his free and voluntary act
 and as the free and voluntary act of said entities for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 24th day of June, 2013.

Marie Sultana
 Notary Public

Commission Expiration:

MARIE SULTANA
 Notary Public, State of New York
 No. 01SU4848269
 Qualified in Queens County
 Commission Expires December 31, 2013

STATE OF ILLINOIS)
)
 COUNTY OF _____) ss:

I, _____, a Notary Public in and for said County and State
 aforesaid, do hereby certify that _____, the _____
 of CHICAGO ORD HOTEL PARTNERS, LLC, a Delaware limited liability company (the
 "Assignee"), personally known to me to be the same person whose name is subscribed to the
 foregoing instrument, appeared before me this day in person and acknowledged he signed and
 delivered said instrument as his free and voluntary act and as the free and voluntary act of said
 entity for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

Commission Expiration:

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6/24/13 before me, Elizabeth Shiplay Stratton
(Here insert name and title of the officer)

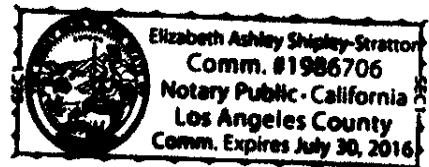
personally appeared Andres Suta

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Elizabeth Shiplay Stratton
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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EXHIBIT "A"

GROUND LEASE

The leasehold estate created by the instrument executed by 8550 Bryn Mawr, L.L.C., a Delaware limited liability company, predecessor-in-interest to each of Benenson Bryn Mawr, LLC, LAB Bryn Mawr, LLC and REB Bryn Mawr, LLC, as Lessor, and Bryn Mawr Hotel, L.L.C., predecessor-in-interest to O'Hare Chicago Hotel LLC, a Delaware limited liability company, as Lessee, dated as of February 3, 1999, which demises the Property for a term of years beginning April 1, 1999 and ending March 31, 2098, a short form of which was recorded March 17, 1999 as Document No. 99260849, as amended by a First Amendment of Ground Lease and Short Form Lease dated August 14, 2000 and recorded August 16, 2000 as Document No. 00629698; and further amended by a Second Amendment to Ground Lease dated as of May 18, 2001; and supplemented by letter agreements dated as of January 31, 2003; October 1, 2002; March 27, 2003; and October 26, 2004; and assigned by that Assignment of Tenant's Interest dated as of October 26, 2004 and recorded October 29, 2004 as Document No. 0430327110.

DECLARATION

Declaration of Easements, Covenant and Restrictions dated January 29, 1999 recorded as Document No. 99260848 with the Cook County Recorder's Office providing, among other things, access right-of-way, and an agreement regarding parking use and access, subject to letter agreements dated October 12, 1999, and June 27, 2001, and as amended by First Amendment to Declaration of Easements, Covenants and Restrictions dated August 14, 2000 and recorded as Document No. 00629699.

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EXHIBIT "B"

PROPERTY

HOTEL PARCEL:

THAT PART OF THE WEST 295.63 FEET (AS MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH LINE OF THE SOUTH 510.03 FEET (AS MEASURED ON THE WEST LINE) OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00° 04' 44" EAST ALONG SAID WEST LINE 123.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88° 20' 37" EAST 53.38 FEET; THENCE SOUTH 01° 37' 50" EAST 10.36 FEET; THENCE NORTH 88° 22' 10" EAST 147.54 FEET; THENCE NORTH 01° 46' 55" WEST 9.17 FEET; THENCE NORTH 88° 58' 55" EAST 5.48 FEET; THENCE NORTH 01° 45' 00" WEST 0.20 FEET; THENCE NORTH 88° 15' 00" EAST 89.56 FEET TO THE EAST LINE OF THE WEST 295.63 FEET AFORESAID; THENCE NORTH 00° 04' 44" EAST ALONG SAID EAST LINE 356.31 FEET; THENCE SOUTH 85° 32' 50" WEST 296.56 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AFORESAID; THENCE SOUTH 00° 04' 44" WEST 340.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARKING PARCEL:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 99260848 AND THE FIRST AMENDMENT THERETO RECORDED AS DOCUMENT NO. 00629699, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH DELPHIA AVENUE AS PER DOCUMENT 20512648 WITH THE NORTH LINE OF THE SOUTH 50 FEET OF THE SOUTHWEST ¼ OF SAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 50.0 FEET AFORESAID 475.0 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 00 SECONDS WEST 459.75 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET (AS MEASURED

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ON THE WEST LINE) OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 510.03 FEET AFORESAID 196.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS WEST 119.34 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST 267.80 FEET TO THE EAST LINE OF NORTH DELPHIA AVENUE AS PER DOCUMENT 20512648; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID EAST LINE 14.34 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 00 SECONDS EAST 5.0 FEET TO ANOTHER EAST LINE OF NORTH DELPHIA AVENUE AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION 105.0 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET AFORESAID; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 33.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE 123.97 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 37 SECONDS EAST 53.38 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 50 SECONDS EAST 10.36 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 10 SECONDS EAST 147.54 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 55 SECONDS WEST 9.17 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 55 SECONDS EAST 5.48 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST 0.20 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST 89.36 FEET TO THE EAST LINE OF THE WEST 295.63 FEET AFORESAID; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE 122.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "C"

PERMITTED EXCEPTIONS

1. THE LIEN OF ALL AD VALOREM REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.
2. LOCAL, STATE AND FEDERAL LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, INCLUDING BUT NOT LIMITED TO, BUILDING AND ZONING LAWS, ORDINANCES AND REGULATIONS, NOW OR HEREAFTER IN EFFECT RELATING TO THE PROPERTY;
3. EASEMENT RECORDED MARCH 24, 1981 AS DOCUMENT 25815135, AND THE TERMS AND CONDITIONS THEREIN.
4. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED JANUARY 29, 1999 RECORDED MARCH 17, 1999 AS DOCUMENT 99260848; AMENDMENT DATED AS OF AUGUST 14, 2000 AND RECORDED AUGUST 16, 2000 AS DOCUMENT 00629699.

RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

5. EASEMENT IN FAVOR OF DRAKE NORTH INC., AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT 17829646, AND THE TERMS AND CONDITIONS THEREOF.
6. EASEMENT IN FAVOR OF THE CITY OF CHICAGO, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT 17871071 AND THE TERMS AND CONDITIONS THEREOF.
7. RESERVATION IN FAVOR OF CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1959 AND KNOWN AS TRUST NUMBER 40880, GRANTOR IN DEED TO EDWARD D. RECHEL, DATED JUNE 29, 1962 AND RECORDED JULY 11, 1962 AS DOCUMENT 18530356.
8. MATTERS WHICH A CURRENT SURVEY WOULD DISCLOSE.
9. RIGHTS OF HOTEL GUESTS AS OVERNIGHT HOTEL GUESTS ONLY.