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This Document Prepared By and
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Doc#: 1418916007 Fee: \$70.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2014 10:02 AM Pg: 1 of 17

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THIRD AMENDED AND RESTATED MEMORANDUM OF MASTER LEASE AND PASS-THROUGH AGREEMENT

(OFFICE PARCEL)

THIS THIRD AMENDED AND RESTATED MEMORANDUM OF MASTER LEASE and PASS-THROUGH AGREEMENT (OFFICE PARCEL) is made as of the 2ND day of July, 2014 (this "Memorandum"), by and between UST PRIME III OFFICE OWNER, LLC, a Delaware limited liability company and successor by conversion to UST PRIME III OFFICE OWNER, L.P., an Illinois limited partnership (the "Owner"), and 208 S. LASALLE MASTER TENANT LLC, an Illinois limited liability company (the "Tenant").

RECITALS:

A. Owner and Tenant entered into (i) that certain 208 S. LaSalle Master Lease Agreement (Office) dated March 5, 2008 (the "Original Master Lease") relating to the Property (as hereinafter defined) comprised of certain office and retail space within the building located at 208 South LaSalle Street, Chicago, Illinois (the "Building"), and (ii) that certain Pass-Through Agreement dated March 5, 2008 (the "Original Pass-Through Agreement") relating to the Historic Tax Credits (as defined therein) which will be generated by the rehabilitation of the Building in accordance with Section 47 of the Internal Revenue Code of 1986, as amended (the "Code").

B. In connection with the execution of the Original Master Lease and Original Pass-Through Agreement, Owner and Tenant executed that certain Memorandum of Master Lease and Pass-Through Agreement (Office) dated March 5, 2008 (the "Original Memorandum"), which Original Memorandum was recorded with the Cook County Recorder of Deeds on March 6, 2008 as Document No. 0806641204.

C. Pursuant to (i) that certain Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of March 6, 2009 (the "Amended Master Lease"), and (ii) that certain Amended and Restated Pass-Through Agreement dated as of March 6, 2009 (the "Pass-Through Agreement"), Owner and Tenant amended and restated the Original Master Lease and Original Pass-Through Agreement, respectively.

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D. In connection with entering into the Amended Master Lease and the Pass-Through Agreement, the parties amended and restated the Original Memorandum to reflect the terms of the Amended Master Lease and Pass-Through Agreement (such amendment and restatement referred to herein as the "Amended and Restated Memorandum"), which Amended and Restated Memorandum was recorded with the Cook County Recorder of Deeds on March 6, 2009, as Document No. 0906531073.

E. Pursuant to that certain First Amendment to Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of April 26, 2011 (the "First Amendment"), the parties amended the Amended Master Lease.

F. In connection with the First Amendment, the parties amended and restated the Amended and Restated Memorandum to reflect the terms of the First Amendment (such amendment and restatement referred to herein as the "Second Amended and Restated Memorandum"), which Second Amended and Restated Memorandum was recorded with the Cook County Recorder of Deeds on April 26, 2011, as Document No. 1111741094.

G. To facilitate refinancing of the Property, Owner has elected to bifurcate the Property into two (2) units, as reflected in that certain ALTA/ACSM Land Title Survey, prepared by Gremley & Biederman, bearing Order Number 2014-19473-001, dated June 26, 2014 (the "Survey").

H. The two (2) units consist of (i) a lower unit comprised of a portion of the first floor of the Building and the 13th through 17th floors of the Building legally described on Exhibit A attached hereto (collectively, the "Office Parcel") and (ii) an upper unit comprised of a portion of the first floor of the Building and the 18th through 22nd floors of the Building, as legally described on Exhibit B attached hereto (the "NH Parcel," together with the Office Parcel, the "Property").

I. Owner conveyed all its right, title and interest in the NH Parcel by deed dated as of the date hereof (the "Transfer"), subject to the Amended Master Lease, to RCP Hotel Owner, LLC, a Delaware limited liability company (the "NH Parcel Owner") and, in conjunction therewith, pursuant to that certain Assignment of Lessor Interest, dated as of the date hereof (the "Assignment"), between Owner and the NH Parcel Owner, Owner has transferred all of its interests in the Amended Master Lease with respect to the NH Parcel to NH Parcel Owner.

J. Pursuant to that 208 S. LaSalle Amended and Restated Master Lease Agreement (Upper Unit), dated as of the date hereof, NH Parcel Owner and Master Tenant have amended the Amended Master Lease with respect to the NH Parcel.

K. Pursuant to that certain Second Amendment to Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of the date hereof (the "Second Amendment"), the parties have further amended the Amended Master Lease (the Amended Master Lease, as amended by the First Amendment and further amended by the Second Amendment, the "Master Lease") to reflect the Transfer, Assignment and the continuation of the Amended Master Lease with respect to the Property.

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L. The parties wish to amend and restate the Second Amended and Restated Memorandum to reflect the terms of the Master Lease.

M. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreements.

NOW, THEREFORE, in consideration of the promises, representations, warranties, indemnities, covenants and consents contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. The Recitals of this Memorandum are incorporated herein and made a part hereof by this reference thereto.

2. Term. "Term" means the term commencing on the Commencement Date and ending on the day preceding the thirty-second anniversary of the day on which the last portion of the Landlord's interest in the Property attributable to QREs achieves Placement in Service, unless sooner terminated as provided for in the Master Lease.

3. Subordination. The Master Lease is subordinate to that Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, dated and effective as of the date hereof, made by Owner and Master Tenant, as grantors, to Goldman Sachs Bank USA, a New York State-Chartered Bank ("Mortgagee") (together with its successors and assigns), as lender, and to any and all advances made thereunder and to the interest thereon, and to all modifications, amendments, extensions, renewals, increases, substitutions, replacements and consolidations thereof.

4. Attornment. Under the Master Lease, the Tenant has agreed to attorn to the Mortgagee and its successors and assigns in the event the Mortgagee or its successors or assigns succeed to the Owner's interest in the Property.

5. Master Sublease. The Tenant has subleased its interest in the Property to UST Prime III Office Subtenant, LLC, a Delaware limited liability company and successor by conversion to UST Prime III Office Subtenant, L.P., an Illinois limited partnership (the "Subtenant") pursuant to that certain 208 S. LaSalle Master Sublease Agreement dated March 5, 2008 (the "Original Sublease"), as amended and restated by that certain Amended and Restated 208 S. LaSalle Master Sublease Agreement dated March 6, 2009, as further amended by that certain First Amendment to Amended and Restated 208 S. LaSalle Master Sublease Agreement dated as of April 26, 2011, and as further amended from time to time (the "Master Sublease").

6. Master Sub-Sublease. The Subtenant has subleased the Property to RCP Office Sub-Subtenant, LLC, a Delaware limited liability company, pursuant to that certain 208 S. LaSalle Master Sub-Sublease (Lower Unit), dated as of the date hereof.

7. Pass-Through Agreement. Under the Pass-Through Agreement, Owner has irrevocably covenanted and agreed to the pass-through of the Historic Tax Credits to the Tenant and to file the Election (as defined in the Pass-Through Agreement) in favor of the Tenant pursuant to Section 50(d) of the Code.

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8. Assignment of Existing Leases and Operating Contracts.

(a) The Owner has previously entered into (i) various leases with various users of portions of the Premises (the "Existing Leases"), and (iii) various contracts relating to the operation of the Premises (the "Operating Contracts"). The Owner is the assignee of the lessor's interest under the Hotel Office Leases.

(b) In the Master Lease, the Owner has assigned, transferred, set over and delivered to the Tenant all the Existing Leases and the Hotel Office Leases, including, without limitation, all the right, title, and interest of the Owner as landlord in, to, and under the Existing Leases and the Hotel Office Leases from and after March 5, 2008, all security deposits, advance rental payments, and rent and other sums to accrue under the Existing Leases and the Hotel Office Leases, all causes of action existing thereunder, if any, all rights of reversion, and all the rights and benefits of every description whatsoever belonging to or accruing to the benefit of the Owner in the Existing Leases and the Hotel Office Leases, in each case from and after March 5, 2008.

(c) In the Master Lease, the Tenant has assumed and agreed to perform all of the terms, covenants, and conditions required to be performed on the part of the Owner under any Existing Leases and the Hotel Office Leases from and after March 5, 2008, but not prior thereto, including, but not limited to, the obligation to repay or credit all security and prepaid rental deposits, if any, to the tenants under any Existing Leases and Hotel Office Leases in accordance with the terms thereof; provide, however, that the Owner shall remain liable for, and the Tenant has not assumed, any obligations under any such Existing Leases that constitutes the Owner's Work under the Original Master Lease.

(d) The Owner has covenanted and agreed to indemnify, save and hold harmless the Tenant from and against any and all loss or liability arising out of or related to the Owner's failure to perform any of its obligations under any of the Existing Leases, Operating Contracts or the Hotel Office Leases prior to March 5, 2008.

(e) The Tenant has covenanted and agreed to indemnify, save and hold harmless the Owner from and against any and all loss or liability arising out of or related to the Tenant's failure to perform any of the obligations of the Owner under any of the Existing Leases, Operating Contracts or the Hotel Office Leases from and after March 5, 2008.

(f) The Owner and the Tenant have agreed that upon termination of the Master Lease as provided thereunder or expiration of the Term (i) all assignments by the Owner to the Tenant under the Master Lease or under any Existing Leases, Operating Contracts or the Hotel Office Leases then in effect shall automatically terminate and the interest of the Tenant thereunder shall revert to the Owner; and (ii) in addition, the interest of the Tenant under all Commercial Leases and Future Operating Contracts shall be deemed automatically assigned by the Tenant to the Owner.

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9. Assignment and Grant of Security Interest by the Tenant (Section 11.1 of the Master Lease).

(a) To secure its obligations under the Master Lease, the Tenant reconfirms the pledge, assignment, transfer, conveyance and grant to the Owner of a security interest in all of the Tenant's right, title and interest in, to and under the following-described property (the "Collateral") contained in the Master Lease as of the date thereof:

(i) all of the Tenant's interest (whether presently existing or hereafter acquired) in the Tenant's Personal Property which is or becomes attached to, installed in, or used on or in connection with the Property;

(ii) the Tenant's replacement reserves;

(iii) the Tenant's right, title and interest to rent and other payments under the Master Sublease;

(iv) the Tenant's right, title and interest in and under the Master Sublease, the Existing Leases, the Hotel Office Leases, the Operating Contracts, the Management Agreement, any Commercial Subleases and any Future Operating Contracts;

(v) the Tenant's rights to all security deposits, advance rental payments, and rent and other sums to accrue under the Master Sublease, the Existing Leases, the Hotel Office Leases, the Operating Contracts, the Management Agreement, any Commercial Subleases, and any Future Operating Contracts, all causes of action existing thereunder, if any, all rights of reversion, and all the rights and benefits of every description whatsoever belonging to or accruing to the benefit of the Tenant in the Master Sublease, the Existing Leases, the Hotel Office Leases, the Operating Contracts, the Management Agreement, any Commercial Subleases and any Future Operating Contracts;

(vi) the Tenant's revenues, incomes, proceeds, profits and other sums or benefits paid or payable to the Tenant in connection with the Tenant's operation of the Property;

(vii) all proceeds, including insurance or condemnation proceeds, that arise out of the sale, liquidation, or other transfer of, or damage to, condemnation of, or destruction of, or sale, use or enforcement of the above-described Collateral, or any proceeds thereof, including cash proceeds;

(viii) all Collateral granted to the Tenant by the Master Subtenant in Section 11.1 of the Master Sublease and all liens, encumbrances and security interests created in favor of Tenant in Section 11.1 of the Master Sublease; and

(ix) all proceeds of the foregoing.

(b) The Owner shall be entitled to prepare and file, in form and substance satisfactory to the Owner, such financing statements as the Owner may consider reasonably necessary to create, protect and preserve the Owner's security interest herein granted, and the

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Owner may cause such statements to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

(c) The pledge, assignment and lien, and security interest granted pursuant to Section 11.1 of the Master Lease is a collateral security interest only, and the Tenant shall have full use of and control over the Collateral prior to the occurrence of any event of default under the Master Lease and after the cure of any Event of Default which is consummated prior to the commencement of the exercise of remedies by the Owner or its successors or assigns, including without limitation the Mortgagee or any other Permitted Mortgagee (it being expressly agreed that such security interests may be assigned and pledged by the Owner to the Mortgagee or any other Permitted Mortgagee(s) to secure any indebtedness of the Owner).

10. Master Lease Controls this Memorandum of Master Lease. The purpose of this Memorandum is to give record notice of the Master Lease and the Pass-Through Agreement and the rights created thereby, all of which are hereby confirmed. If and to the extent of any conflict between the Master Lease or the Pass-Through Agreement, on the one hand, and this Memorandum, on the other hand, the provisions of the Master Lease and the Pass-Through Agreement shall control over the provisions of this Memorandum.

11. Definitions. For purposes of this Memorandum, the following defined terms used herein shall have the meanings specified below:

(a) "Commercial Sublease" means any lease or sublease or other agreement entered into by the Tenant or the Master Subtenant for the use or occupancy of any portion of the Property other than as a "dwelling unit" as that term is defined in Section 168(e)(2) of the Internal Revenue Code of 1986, as amended.

(b) "Future Operating Contracts" means contracts relating to the operations of the Property entered into by the Tenant or the Master Subtenant on or after the date of the Master Lease.

(c) "Hotel Office Leases" means the leases which are assigned to the Owner by that certain Assignment and Assumption of Leases (Hotel Owner to Office Owner: Hotel-Office Leases) dated March 5, 2008 between UST Prime III Hotel Owner, L.P., an Illinois limited partnership, as assignor, and the Owner, as assignee; as further assigned by that certain Assignment and Assumption of Leases (Master Lease: Hotel-Office Leases) dated March 5, 2008 by and between the Owner, as assignor, to the Tenant, as assignee; and as further assigned by that certain Assignment and Assumption Agreement (Sublease: Hotel-Office Leases) dated March 5, 2008, between the Tenant, as assignor, and the Subtenant, as assignee.

(d) "Loan" means the first priority mortgage loan from the Mortgagee to the Owner in the maximum principal amount of \$35,000,000.

(e) "Management Agreement" has the meaning set forth in the Operating Agreement.

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(f) "Mortgage" means the mortgage or deed of trust and other related security documents and financing statements given by the Owner in favor of the Mortgagee as security for the Loan.

(g) "Operating Agreement" means that certain First Amended and Restated Operating Agreement of the Tenant, as amended from time to time.

(h) "Permitted Mortgage" means the Mortgage together with any other mortgages or deeds of trust permitted under the Master Lease.

(i) "Permitted Mortgagee" means the Mortgagee and any other holder of a Permitted Mortgage.

(j) "Tenant's Personal Property" shall mean any personal property of the Tenant located upon or used by the Tenant in connection with the Property, including without limitation:

(i) all fixtures and other tangible personal property located at or on or intended to be used in connection with the Property; all articles of personal property now or hereafter attached to or intended to be used in or about or in connection with the Property; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Property;

(ii) All contracts, contract rights, accounts, warranties, and agreements, including rights to return of deposits, prepaid premiums or other payments; receivables, rents, chattel paper and instruments, property rights, trade names, plans and specifications, permits, approvals and general intangibles and all other choses in action now or hereafter existing with respect to the leasehold interest of the Tenant under the Master Lease (the "Leasehold Interest"), and all proceeds from the foregoing;

(iii) all insurance proceeds, including interest, payable in connection with any damage or loss to the Leasehold Interest; all eminent domain awards made with respect to the Leasehold Interest; and

(iv) all books and records maintained by the Tenant and relating to the operation of the Property.

12. Amendment and Restatement. This Memorandum of Lease amends, restates and abrogates the Original Memorandum, the Amended and Restated Memorandum and the Second Amended and Restated Memorandum in their entirety.

[Signature page follows]

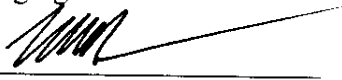
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IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the date set forth above.

OWNER:

UST PRIME III OFFICE OWNER, LLC, a
Delaware limited liability company

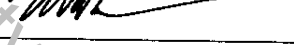
By: RCP Office Owner Holding, LLC, a
Delaware limited liability company, its
managing member

By: 
Name: Michael W. Reschke
Its: Manager

TENANT:

208 S. LASALLE MASTER TENANT LLC

By: 208 S. LaSalle Master Tenant Manager,
LLC, a Delaware limited liability company,
its managing member

By: 
Name: Michael W. Reschke
Its: Manager

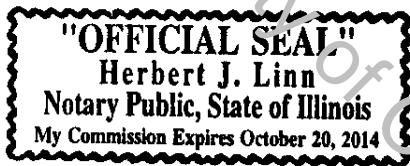
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Herbert J. Linn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael W. Reschke who is personally known to me to be the Manager of RCP OFFICE OWNER HOLDING, LLC, a Delaware limited liability company, the sole member of UST PRIME III OFFICE OWNER, LLC, a Delaware limited liability company, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of June, 2014.



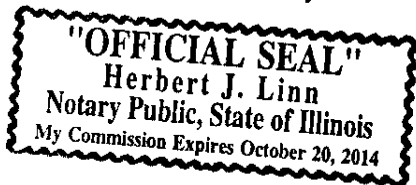
Herbert J. Linn
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Herbert J. Linn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael W. Reschke who is personally known to me to be the Manager of 208 S. LASALLE MASTER TENANT MANAGER LLC, an Illinois limited liability company, which is the managing member of 208 S. LASALLE MASTER TENANT LLC, an Illinois limited liability company, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of June, 2014.



Herbert J. Linn
Notary Public

My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION OF OFFICE PARCEL

PARCEL 1:

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 NORTHWEST 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 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

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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 3A:

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 +3.52 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, 34.39 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 1.66 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 31.78 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 32.75 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 99.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 1A:

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

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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, 6.97 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 42.26 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 49.58 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, 13.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,297 SQ. FT.

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.

CONTAINING 228 SQ. FT. PER FLOOR.

OFFICE PARCEL 4A:

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 +239.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM,

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(EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

NI 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 +239.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF ~~4176.68~~ +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.

CONTAINING 53,501 SQ. FT. PER FLOOR.

PARCEL 2:

NON-EXCLUSIVE 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, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 30, 2012 AS DOCUMENT 1221210136 AND FURTHER AMENDED AND RELOCATED BY SECOND AMENDMENT RECORDED APRIL 16, 2014 AS DOCUMENT 1410616039.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2, 4.2 AND 5.2 OF THAT CERTAIN AMENDED AND

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RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN UST PRIME III OFFICE OWNER, LLC, UST PRIME III HOTEL OWNER, L.P. AND RCP HOTEL OWNER, LLC RECORDED AS DOCUMENT NO.

1418916007

Property Address: 208 South LaSalle Street, Chicago, Cook County, Illinois 60604

PINs: 17-16-220-009-0000 (all); 17-16-220-010-0000 (all); 17-16-220-011-0000 (part); and 17-16-220-012-0000 (part); 17-16-220-014-0000 (all); 17-16-220-015-0000 (all)

Property of Cook County Clerk's Office

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EXHIBIT B

NH PARCEL

PARCEL 1:

NH 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 WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 7.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 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, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.81 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 32.75 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE, 97.04 FEET; 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 THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, 18.18 FEET ALONG SAID WEST LINE; 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; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET; THENCE NORTH 00

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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, 7.03 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 42.26 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 49.58 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 27.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 11,130 SQ. FT.

NH 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 +239.12 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.

CONTAINING 199 SQ. FT. PER FLOOR.

NH 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, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +239.12 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CONTAINING 53,729 SQ. FT.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND

UNOFFICIAL COPY

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, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 30, 2012 AS DOCUMENT 1221210136 AND FURTHER AMENDED AND RELOCATED BY SECOND AMENDMENT RECORDED APRIL 16, 2014 AS DOCUMENT 1410616039.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2, 4.2 AND 5.2 OF THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN UST PRIME III OFFICE OWNER, LLC, UST PRIME III HOTEL OWNER, L.P. AND RCP HOTEL OWNER, LLC RECORDED AS DOCUMENT NO. 1410616039.

Property Address: 208 South LaSalle Street, Chicago, Cook County, Illinois 60604

PINs: 17-16-220-011-0000 (part); 17-16-220-012-0000 (part); 17-16-220-013-0000 (all); and 17-16-220-015-0000 (part)