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Christopher L Camarra  
Holland & Knight LLP  
800 17th Street N.W.  
Suite 1100  
Washington, DC 20006



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/13/2018 11:55 AM PG: 1 OF 8

*This space reserved for Recorder's use only.*

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

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**RESIDENCE INN BY MARRIOTT  
CHICAGO/DOWNTOWN (LOOP)**

WHEN RECORDED PLEASE MAIL TO:

Attention: \_\_\_\_\_

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENT AGREEMENT**

**THIS FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Amendment**") is executed as of the 12<sup>th</sup> day of April, 2018, by: (i) **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY** ("**Mortgagee**" or "**MassMutual**"), a Massachusetts corporation, having an address at c/o Barings, One Financial Plaza, Hartford, Connecticut 06103, and (ii) **RESIDENCE INN BY MARRIOTT, LLC** ("**Manager**"), a Delaware limited liability company, having an address at c/o Marriott International, Inc., 10400 Fernwood Road, Bethesda, Maryland 20817, and (iii) **11 SOUTH LASALLE HOTEL PARTNERS, LLC** ("**Owner**"), an Illinois limited liability company, having an address at c/o The Prime Group, Inc., 120 N. LaSalle Street, 32nd Floor, Chicago, Illinois 60602, Attention: Michael W. Reschke.

**RECITALS**

**A.** Owner is the Owner of that certain property described on Exhibit A (the "Property").

**B.** Mortgagee, Manager and Owner are parties to that certain Subordination, Non-Disturbance and Attornment Agreement dated as of December 30, 2013, and recorded in the land records of Cook County, Illinois ("**Land Records**") on December 31, 2013 as Document Number 1336519203 (the "**Original SNDA**").

**C.** Owner has executed that certain Declaration of Easements and Operating Agreement dated as of [even date herewith] and to be recorded in the Land Records immediately prior to this Amendment (the "**Declaration**"), which Declaration acknowledges, among other things, that the Property has been divided into the Hotel Parcel (as defined in the Declaration) and the Retail Parcel (as defined in the Declaration).

**D.** Owner and Manager have executed that certain side letter [dated as of even date

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herewith] regarding the Management Agreement and the Declaration (the “**HMA Side Letter**”).

E. Owner, Mortgagee and Manager desire to execute this Amendment to amend the Original SNDA to, among other things, replace the legal description of the “Hotel” in the Original SNDA with the legal description attached to this Amendment, and to reaffirm obligations of the parties under the Original SNDA.

**NOW, THEREFORE**, in consideration of the promises in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Mortgagee, Manager and Owner agree as follows:

1. **Definitions.** Unless otherwise stipulated herein, capitalized terms used but not defined in this Amendment have the meanings in the Original SNDA. The term “Agreement” as used herein and in the Original SNDA shall mean the Original SNDA, as amended by this Amendment.

2. **Hotel.** The legal description attached as Exhibit A to the Original SNDA is hereby replaced with the legal description attached hereto as Exhibit A.

3. **Escrow Agreement and Threshold Guaranty.** The parties hereto hereby acknowledge that the Escrow Agreement and Threshold Guaranty have been terminated by Owner and Manager and are of no further force or effect. Therefore, the last 3 sentences of Section 7 of the Original SNDA and the entirety of Section 11.K of the Original SNDA are hereby deleted in their entirety.

4. **Reaffirmation.** Except as otherwise expressly set forth in this Amendment, the terms and conditions of the Original SNDA are unmodified and remain in full force and effect and are fully effective and binding on Mortgagee, Manager and Owner, and will bind any Subsequent Owner on the occurrence of the conditions in the Original SNDA, without the execution of any further instruments by any party.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one and the same instrument.

6. **Recordation of Amendment.** The terms of this Amendment run with the Property and will benefit and bind the respective successors, heirs, legal representatives and assigns of Mortgagee and Manager. Any party to this Amendment may at any time require or cause this Amendment to be recorded in the jurisdiction where the Hotel is located.

7. **Interpretation of Amendment.** Mortgagee and Manager intend to exclude implied terms from this Amendment to the maximum extent permitted by law. Headings of Sections and subsections are only for convenience and are in no way to be used to interpret the Sections or subsections to which they refer. The Recitals and Exhibits to this Amendment are incorporated by reference.

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IN WITNESS WHEREOF, Owner, Mortgagee and Manager have caused this First Amendment to Subordination, Non-Disturbance and Attornment Agreement to be executed under seal as of the day and year first written above.

**MORTGAGEE:**

**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY, a  
Massachusetts corporation**

By: Barings LLC,  
its Authorized Agent

By: [Signature]  
Name: Nicole T.H. Pecoulas  
Title: Director

STATE OF ILLINOIS )

) ss:

COUNTY OF COOK )

I certify that on this 1<sup>st</sup> day of November, 2017, before me, the undersigned officer, personally appeared NICOLE T.H. PECOULAS, who acknowledged herself or himself to be the DIRECTOR of Barings LLC, the Authorized Agent of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation and that she or he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing, the name of NICOLE T.H. PECOULAS Director of Barings LLC.

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

[Signature]  
Notary Public

My Commission expires: 1.9.18





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**OWNER**

**11 SOUTH LASALLE HOTEL PARTNERS, LLC**, an Illinois limited liability company

By: Prime/11 S. LaSalle, LLC, an Illinois limited liability company. Manager

By: The Prime Group, Inc. an Illinois corporation, Manager

By: Michael W. Reschke  
Name: \_\_\_\_\_  
Title: CEO

STATE OF ILLINOIS )  
 ) ss:  
CITY/COUNTY OF COOK )

I certify that on this 2nd day of March, 2018 before me, the undersigned officer, personally appeared Michael W. Reschke, who acknowledged herself or himself to be the Chairman and CEO of The Prime Group, Inc., an Illinois corporation, the Manager of 11 SOUTH LASALLE HOTEL PARTNERS, LLC an Illinois limited liability company, and that she or he, in such capacity, being authorized to do so, executed the foregoing Owner's Consent and Agreement for the purposes therein contained, by signing, the name of Michael W. Reschke as Chairman and CEO of The Prime Group, Inc

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



Isaura Zavala  
Notary Public

My Commission expires: 10-23-2020

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE SITE

#### **HOTEL PARCEL 1**

LOT 1 (EXCEPT THE SOUTH 2 FEET THEREOF) IN MAJOR'S SUBDIVISION OF SUBLOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF LOT 9 (EXCEPTING THEREFROM THAT PART OF SAID LOTS 6 AND 8 TAKEN FOR LA SALLE STREET) IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

*(EXCEPT THAT PART OF SAID LOT 1 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.29 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.21 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'53" EAST ALONG THE NORTH LINE THEREOF 66.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°01'31" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 79.42 FEET; THENCE SOUTH 89°58'38" WEST 6.85 FEET; THENCE NORTH 00°01'22" WEST 5.59 FEET; THENCE SOUTH 89°58'38" WEST 7.25 FEET; THENCE NORTH 00°01'22" WEST 14.49 FEET; THENCE SOUTH 89°58'38" WEST 8.75 FEET; THENCE SOUTH 00°01'22" EAST 19.70 FEET; THENCE SOUTH 89°58'38" WEST 18.12 FEET; THENCE SOUTH 00°01'22" EAST 17.24 FEET; THENCE SOUTH 89°58'38" WEST 13.94 FEET; THENCE SOUTH 00°01'22" EAST 0.83 FEET; THENCE SOUTH 89°58'38" WEST 11.02 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'28" WEST ALONG SAID WEST LINE 97.14 FEET, TO THE POINT OF BEGINNING;*

*ALSO EXCEPT THAT PART OF SAID LOT 1 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.21 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.21 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'53" EAST ALONG THE NORTH LINE THEREOF 43.52 FEET; THENCE SOUTH 00°01'22" EAST 27.44 FEET; THENCE NORTH 89°58'38" EAST 0.48 FEET; THENCE SOUTH 00°01'22" EAST 22.56 FEET; THENCE SOUTH 89°58'38" WEST 7.68 FEET; THENCE SOUTH 00°01'22" EAST 2.13 FEET; THENCE SOUTH 89°58'38" WEST 9.11 FEET; THENCE NORTH 53°17'21" WEST 0.85 FEET; THENCE SOUTH 89°58'38" WEST 1.69 FEET; THENCE NORTH 00°01'22" WEST 22.29 FEET; THENCE SOUTH 89°58'38" WEST 6.09 FEET; THENCE NORTH*

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**00°01'22" WEST 8.46 FEET; THENCE SOUTH 89°58'38" WEST 18.75 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'28" WEST ALONG SAID WEST LINE 20.89 FEET, TO THE POINT OF BEGINNING),**

IN COOK COUNTY, ILLINOIS. Permanent Index Number 17-16-204-037-0000.

## **HOTEL PARCEL 2**

**LOTS 4 AND 5 OF ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT,**

**(EXCEPT THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.29 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.21 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89°59'53" EAST ALONG THE NORTH LINE OF LOTS 4 AND 5 A DISTANCE OF 75.56 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 00°04'17" EAST ALONG THE EAST LINE THEREOF 37.41 FEET; THENCE SOUTH 89°58'38" WEST 14.97 FEET; THENCE SOUTH 00°01'22" EAST 13.73 FEET; THENCE SOUTH 89°58'38" WEST 13.79 FEET; THENCE SOUTH 00°01'22" EAST 28.75 FEET; THENCE SOUTH 89°58'38" WEST 9.26 FEET; THENCE NORTH 00°01'22" WEST 0.50 FEET; THENCE SOUTH 89°58'38" WEST 11.46 FEET; THENCE NORTH 00°01'22" WEST 5.59 FEET; THENCE SOUTH 89°58'38" WEST 5.71 FEET; THENCE SOUTH 00°01'22" EAST 5.59 FEET; THENCE SOUTH 89°58'38" WEST 20.47 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 00°01'31" EAST ALONG SAID WEST LINE 79.42 FEET TO THE POINT OF BEGINNING),**

IN COOK COUNTY, ILLINOIS. Permanent Index Number 17-16-204-043-0000.