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This instrument was prepared by and after recording return to:

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444 West Lake Street, Suite 900  
Chicago, IL 60606-0089



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/16/2021 10:41 AM PG: 1 OF 20

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

## **FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COLLATERAL AGREEMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED COLLATERAL AGREEMENT (this "Amendment") is entered into as of June 14, 2021 by and between BRE River North Point Owner LLC, a Delaware limited liability company ("Landlord"), and MDG HIMP CHICAGO OWNER LLC, an Illinois limited liability company ("Tenant").

### **RECITALS**

- A. Landlord is the owner of building commonly known as River North Point, 350 West Mart Center (a/k/a 350 North Orleans Street), Chicago, Illinois located on the property described on Exhibit A hereto and referred to in the Collateral Agreement (hereafter defined) as the "350 Structure".
- B. Landlord and Tenant are parties to that certain Restatement of Lease dated February 14, 1974 and entered into on August 16, 1976 (as amended and assigned from time to time, collectively, the "Lease"), pursuant to which Landlord leases to Tenant certain Leased Property (as defined in the Collateral Agreement) located within the 350 Structure as described on Exhibit B hereto on which Tenant has constructed the Hotel Structure (as defined in the Collateral Agreement).
- C. Pursuant to that certain Second Amended and Restated Collateral Agreement dated November 1, 2004 and recorded with the Cook County Recorder of Deeds on December 14, 2004 as Document No. 0434939067 (the "Collateral Agreement"), Landlord and Tenant agreed to certain maintenance and cost-sharing obligations

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pertaining to the ownership and operation of the Building (as defined in the Collateral Agreement).

- D. The parties hereto desire to amend the Collateral Agreement as more particularly set forth herein.
- E. All capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Lease.

**NOW THEREFORE**, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. River Water. The second paragraph of Section 1(A) of the Collateral Agreement is hereby deleted in its entirety and replaced with the following:

The annual variable charge to Tenant for the services described in this Paragraph A shall be equal to a percentage of the "Labor Cost" (hereinafter defined) and a percentage of the "Material Cost" (hereinafter defined) accrued by Landlord in providing such services, including, without limitation, maintenance and replacement of the applicable systems, determined annually, with such percentage obtained by dividing the aggregate tonnage of water extracted and provided to Tenant for the applicable year, by the aggregate tonnage of water extracted and provided to all occupants of the Building for such year.

2. Truck Dock. Section 1(G) of the Collateral Agreement is hereby deleted in its entirety and replaced with the following:

(i) Landlord shall maintain, clean, heat and ventilate the truck dock in that portion of the Building south of the Chicago and Northwestern Railway tracks (Lot 15 of said Wolf Point) shown on Exhibit C as Truck Dock 6 (also known as S-1-32) using the supply systems shown on Exhibit C as Supply Systems S-36, on Plan HV-3 near the intersection of reference lines J and 3. The annual variable charge to Tenant for the services described in this Paragraph G(i) shall be 67% of the Labor Cost and 67% of the Material Cost accrued by Landlord in providing such services.

(ii) Without limited the foregoing, Tenant shall, at its sole cost and expense, maintain in good working order, clean, heat and ventilate the truck dock, hotel storage and receiving area in that portion of the Building south of the Chicago and Northwestern Railway tracks (Lot 15 of said Wolf Point) shown on Exhibit C as Truck Dock 5 (also known as S-1-29) using the supply systems shown as Supply Systems S-31, E-19, E-29 and Unit Heater No. 5 on Plan HV-3 near the intersection of reference lines J and 3, and in furtherance thereof

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Tenant shall perform such maintenance and modification necessary to the E-19 Exhaust System to prevent migration of odors to other portions of the 350 Structure. All contractors and third parties engaged by or on behalf of Tenant in connection with the performance of such obligations shall be subject to Landlord's prior approval.

3. Security Monitoring. The following is hereby added as Section 1(N) of the Collateral Agreement:

**N. Security Monitoring**. Landlord shall cause to be installed a security alarm monitoring system with respect to the stairwell entry and exit points located within the Hotel Structure as identified on Exhibit D hereto ("**Security System**"). Landlord shall engage a reputable and licensed (if applicable) contractor in Landlord's reasonable discretion on arm's length, market terms to install the Security System. Tenant shall be responsible for all costs and expenses associated with the initial installation of the Security System, and, upon Landlord's completion of the initial installation of the Security System, Tenant shall promptly pay to Landlord, or at Landlord's request, directly to such contractor all such costs and expenses within ten (10) Business Days following Landlord's request therefor and Landlord's submission to Tenant of receipts or invoices for such amounts, as applicable, and a complete and final lien waiver duly executed by the contractor engaged by Landlord to perform the installation. Following the initial installation of the Security System, Landlord shall maintain in good working order, repair and replace such Security System from time to time, and the annual variable charges to Tenant for such services shall be 50% of the Labor Cost and 50% of the Material Cost incurred by Landlord in connection therewith.

Tenant shall implement customary and adequate security monitoring of all access points from the Hotel Structure to the 14<sup>th</sup> floor roof of the 350 Structure and in the event Tenant or Tenant's manager, becomes aware, that any employee, guest, contractor or invitee of Tenant or the hotel gains unauthorized access to the 350 Structure, Tenant shall promptly notify Landlord's on-site security staff of such breach of the 350 Structure.

4. Additional Tenant Obligations. The following is hereby added as Section 13 of the Collateral Agreement:

## **ADDITIONAL TENANT OBLIGATIONS**

- A. Maintenance Schedules. No later than January 1 and July 1 of each calendar year, Tenant shall provide to Landlord in writing an updated maintenance schedule for all structural components, building systems and material equipment located on or used by Tenant in connection with the Hotel Structure and the Leased Property, including, but not limited to, the roof, façade, windows, elevators, and all HVAC,

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mechanical, fire and life safety, water chiller, ventilation and exhaust systems located thereon. Tenant shall conduct annual infrared testing of the electrical services and infrastructure used by the hotel and shall provide the results of such testing to Landlord promptly upon receipt. Tenant shall, from time to time, provide updates to Landlord if and when needed in the case of material variances from the previously submitted maintenance schedule. Tenant shall cause all contractors, vendors and other third parties performing any such maintenance activities to carry insurance with customary coverage types and amounts in connection with activities performed on or about the Hotel Structure, and shall cause such parties to deliver certificates of insurance naming Landlord (and, at Landlord's request, Landlord's lender and/or other affiliates) as additional insureds. Tenant shall, and shall cause all of Tenant's contractors, vendors or other parties performing such maintenance activities to, comply with Landlord's then applicable rules and regulations for the Building in connection with any usage by such parties of loading docks, freight elevators and other common areas on or about the Building. Additionally, in the event Tenant or Tenant's manager, becomes aware, of any damage or maintenance issue to the Hotel Structure that is proximate to or may have an impact on the 350 Structure, or any of its occupants, Tenant shall promptly notify Landlord's on-site security staff of such breach of the 350 Structure

5. Estoppel. Each party agrees that within ten (10) days after the written request of the other party, such requested party will issue to the requesting party or its prospective mortgagee or successor, an estoppel certificate stating, to the best of the issuer's knowledge, as of such date:
  - a. whether it knows of any default under the Collateral Agreement (as amended by this Amendment) by the requesting party, and if there are known defaults, specifying the nature thereof;
  - b. whether all amounts payable under the Collateral Agreement (as amended by this Amendment) have been paid, and the prior year payment amount;
  - c. whether the Collateral Agreement (as amended by this Amendment) has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and
  - d. whether the Collateral Agreement (as amended by this Amendment) is in full force and effect.
  
6. Amendment. Except as amended by this Amendment, the Collateral Agreement remains in full force and effect, and this Amendment may be amended and modified only by a written instrument executed by parties hereto or their respective successors in interest.
  
7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

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8. Recording. The parties agree that this Amendment shall be recorded and the terms hereof are expressly intended to run with the land, and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.
9. Severability. In case any one or more the provisions in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
10. Entire Amendment. This Amendment contains the entire agreement between the parties with respect to the subject matter hereof; no representations, inducements, promises or agreements, oral or otherwise, with respect to the subject matter hereof between the parties not embodied herein, shall be of any force or affect
11. Headings. The headings used in this Amendment are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Amendment, nor the intent of any provision hereof or in any way affect its provisions
12. Governing Law. This Amendment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Illinois.

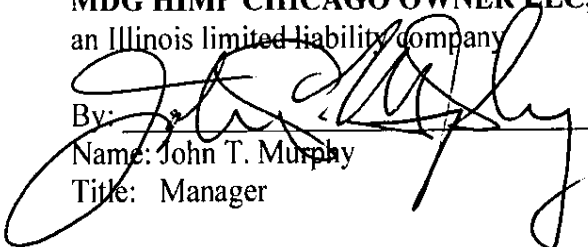
*[Signature pages follow]*



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**TENANT:**

**MDG HIMP CHICAGO OWNER LLC,**  
an Illinois limited liability company

By:   
Name: John T. Murphy  
Title: Manager


STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

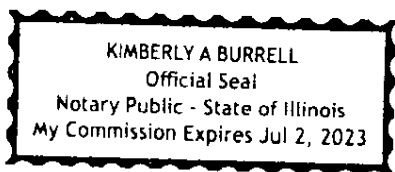
I, the undersigned Notary public in and for said County and State, herby certify that John T. Murphy, whose name as Manager of MDG HIMP CHICAGO OWNER LLC, an Illinois limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 25 day of May, 2021:

Notary Public:

[AFFIX SEAL]

Sign:   
Print Name: Kimberly A. Burrell  
My Commission Expires: July 2, 2023



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## EXHIBIT A

### 350 STRUCTURE PROPERTY

PARCEL A:

PARCEL 'A1':

LOTS 1 TO 15 AND LOT 17 IN WOLF POINT, RECORDED DECEMBER 24, 1975 AS DOCUMENT NUMBER 23335160, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS IN BLOCKS 6, 7, 14 AND 15 IN THE ORIGINAL TOWN OF CHICAGO; TOGETHER WITH PARTS OF VACATED ALLEYS AND STREET AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 'A2':

PERPETUAL RIGHT, PERMISSION AND AUTHORITY FOR THE BENEFIT OF PARCEL 'A1' TO CONSTRUCT, MAINTAIN AND USE AN ENCLOSED PASSAGEWAY, NOT MORE THAN 32-1/2 FEET WIDE AND NOT MORE THAN 38 FEET IN HEIGHT ABOVE THE FRANKLIN-ORLEANS STREET VIADUCT BETWEEN AN ELEVATION OF +47.0 CHICAGO CITY DATUM AND +85.9 CHICAGO CITY DATUM, FOR THE PURPOSE OF CONNECTING THE IMPROVEMENTS LOCATED FROM TIME TO TIME ON THE PROPERTIES LYING EAST AND WEST OF THE FRANKLIN-ORLEANS STREET VIADUCT, TO BE LOCATED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS, AND LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223, DATED JUNE 18, 1974 AND RECORDED JUNE 23, 1974 AS DOCUMENT 22764367, IN COOK COUNTY, ILLINOIS.

PARCEL B:

PARCEL 'B1':

ALL OF LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM AND BELOW A CERTAIN INCLINED PLANE, BEING A VERTICAL DISTANCE OF 23.5 FEET VERTICALLY ABOVE CHICAGO CITY DATUM AT THE SOUTHWESTERLY LINE OF THE FRANKLIN-ORLEANS VIADUCT AS NOW LOCATED AND ESTABLISHED, AND 29.5 FEET ABOVE CHICAGO CITY DATUM AT THE EASTERLY LINE OF KINGSBURY STREET (FORMERLY FERRY STREET), AND BEING BOUNDED ON THE EAST BY THE WESTERLY LINE OF SAID FRANKLIN-ORLEANS VIADUCT, ON THE WEST BY THE EAST LINE OF VACATED KINGSBURY STREET, ON THE NORTH BY AN EASTERLY AND WESTERLY LINE RUNNING PARALLEL WITH AND 20 FEET NORTH AT RIGHT ANGLES FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND ON THE SOUTH BY AN EASTERLY AND WESTERLY LINE RUNNING PARALLEL WITH 20 FEET SOUTH AT RIGHT ANGLES TO THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS, IN COOK COUNTY, ILLINOIS.

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## PARCEL 'B2':

ALL OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM A HORIZONTAL PLANE WHICH IS 23 FEET VERTICALLY ABOVE CHICAGO CITY DATUM OF A STRIP OF LAND 40 FEET WIDE, WHICH IS BOUNDED ON THE WEST BY THE SOUTHWESTERLY LINE OF THE FRANKLIN-ORLEANS STREET VIADUCT AS NOW LOCATED AND ESTABLISHED; ON THE EAST BY THE NORTHEASTERLY LINE OF SAID FRANKLIN-ORLEANS VIADUCT; ON THE NORTH BY A LINE PARALLEL WITH AND 20 FEET NORTH AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND ON THE SOUTH BY A LINE PARALLEL WITH AND 20 FEET SOUTH AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN SAID TWO MAIN TRACKS.

## PARCEL 'B3':

ALL OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM A HORIZONTAL PLANE WHICH IS 29.50 FEET VERTICALLY ABOVE CHICAGO CITY DATUM OF A STRIP OF LAND 40 FEET WIDE, SAID STRIP BEING BOUNDED ON THE NORTHERLY AND SOUTHERLY SIDES BY TWO PARALLEL EASTERLY AND WESTERLY LINES, PARALLEL WITH AND DISTANT RESPECTIVELY 20 FEET NORTHERLY AT RIGHT ANGLES AND 20 FEET SOUTHERLY AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND BEING BOUNDED ON THE EASTERLY AND WESTERLY SIDES BY THE EASTERLY LINE OF VACATED KINGSBURY STREET AND THE CENTERLINE OF VACATED KINGSBURY STREET, RESPECTIVELY, IN COOK COUNTY, ILLINOIS.

## PARCEL 'B4':

ALL THAT PART OF THE WESTERLY 1/2 OF VACATED KINGSBURY STREET AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF VACATED KINGSBURY STREET DISTANT 90 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS ESTABLISHED ON APRIL 24, 1963; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE CENTERLINE OF SAID VACATED KINGSBURY STREET (NEW), DISTANT 75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE AFORESAID CENTERLINE BETWEEN THE TWO MAIN TRACKS; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID VACATED KINGSBURY STREET TO A POINT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET, A DISTANCE 75 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS; AND THENCE NORTH ALONG THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 'B5':

A TRACT OF LAND IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET AND THE WEST LINE, PRODUCED NORTH, OF VACATED NORTH KINGSBURY STREET (FORMERLY FERRY STREET), SAID WEST LINE BEING 20.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID EXTENDED LINE, A DISTANCE OF 87.51 FEET TO A POINT, WHICH IS 90.00 NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963; AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE WESTERLY ON A LINE PARALLEL WITH SAID RAILWAY CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT 4.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 60.28 FEET TO A POINT WHICH IS 32.0 FEET NORTH MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS AND A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE CONTINUING SOUTHEASTERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 27.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT ON CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 37.19 FEET TO A POINT, WHICH IS 75.0 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT ON THE WESTERLY LINE OF SAID VACATED NORTH KINGSBURY STREET; THENCE NORTHERLY ON THE WESTERLY LINE OF SAID VACATED NORTH KINGSBURY STREET, A DISTANCE OF 171.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 'B6':

A TRACT OF LAND IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE

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POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET AND THE WEST LINE, PRODUCED NORTH OF VACATED NORTH KINGSBURY STREET (FORMERLY FERRY STREET), SAID WEST LINE BEING 20.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID EXTENDED LINE, A DISTANCE OF 87.51 FEET TO A POINT WHICH IS 90.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY. AS ESTABLISHED ON APRIL 24, 1963; THENCE WESTERLY ON A LINE PARALLEL WITH SAID RAILWAY CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT 4.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AND THE POINT OF BEGINNING, OF THE HEREIN DESCRIBED TRACT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 60.28 FEET TO A POINT, WHICH IS 32.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS AND A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE CONTINUING SOUTHEASTERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 27.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT ON CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 37.19 FEET TO A POINT, WHICH IS 75.0 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID RAILWAY CENTERLINE; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 4.16 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID EASTERLY DOCK LINE, A DISTANCE OF 171.50 FEET TO A POINT ON A LINE WITH SAID RAILWAY CENTERLINE DRAWN THROUGH THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 4.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 'B7':

ALL OF THE LAND, PROPERTY AND SPACE LYING BELOW ELEVATION 31.0 FEET CHICAGO CITY DATUM AND ABOVE ELEVATION 2.5 FEET CHICAGO CITY DATUM WITHIN THAT PART OF LOT 5 IN BLOCK 7 IN SUBDIVISION OF BLOCKS 6, 7, 14 AND 15 IN ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 5 IN BLOCK 7 AND EAST OF A

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LINE 60 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5 IN BLOCK 7, (EXCEPT THE SOUTH 7.5 FEET AND THE NORTH 8.5 FEET TO THE EAST 8.0 FEET THEREOF), ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B8':**

A STRIP OF LAND, 20 FEET IN WIDTH, LYING EASTERLY OF AND ADJOINING THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, LYING SOUTH OF THE SOUTH LINE OF WEST KINZIE STREET, EXTENDED FROM THE EAST, AND LYING NORTH OF A LINE, WHICH IS 90 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED APRIL 24, 1963, ALL IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B9':**

THAT PART OF THE WESTERLY 1/2 OF VACATED KINGSBURY STREET LYING SOUTH OF A LINE 50 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF WEST KINZIE STREET EXTENDED FROM THE EAST AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET DISTANT 90 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED APRIL 24, 1963 AND RUNNING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE CENTERLINE OF SAID VACATED KINGSBURY STREET DISTANT 75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE AFORESAID CENTERLINE BETWEEN THE TWO MAIN TRACKS, ALL IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL C:**

A PERPETUAL NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, TO BE USED SOLELY AS A PRIVATE ROADWAY FOR INGRESS AND EGRESS OF PERSONS AND VEHICLES WITHOUT PARKING PRIVILEGES THEREON OVER AND UPON "EXCEPTED PART B" DESCRIBED IN SAID DEED, AS GRANTED IN QUITCLAIM DEED FROM CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY TO LASALLE NATIONAL BANK TRUST NO. 36223 RECORDED JUNE 15, 1974 AS DOCUMENT NUMBER 22750232.

**PARCEL D:**

NONEXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, AS GRANTED BY THE RECIPROCAL EASEMENT AGREEMENT BY LASALLE NATIONAL BANK TRUST NO. 121000, 350 NORTH ORLEANS STREET L.L.C. AND 200 WORLD TRADE CENTER L.L.C. RECORDED APRIL 9, 1998 AS DOCUMENT NUMBER

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98284695 AND THE FIRST AMENDMENT THEREOF BY THE FIRST TWO AFORESAID PARTIES AND MERCHANDISE MART L.L.C. RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939064, TOGETHER WITH THE SECOND AMENDMENT THEREOF BY THE FIRST TWO AFORESAID PARTIES AND MERCHANDISE MART L.L.C. RECORDED JANUARY 5, 2012 AS DOCUMENT NUMBER 1200516070: (I) FOR "WOLF POINT VIADUCT AREA" AND "WOLF POINT PLAZA DRIVE" (REFERRED TO IN THE AFORESAID AMENDMENT AS "PLAZA DRIVE") AS SET FORTH IN SECTION 1.2.1. (II) FOR "MERCHANDISE MART PLAZA DRIVE" AND "MART PROPERTY NORTH DRIVE" AS SET FORTH IN SECTION 1.2.2. (III) AS SET FORTH IN SECTION 1.4.4 IN AND THROUGH THE "MART/APPAREL BRIDGE" FOR PEDESTRIAN INGRESS TO AND EGRESS FROM THE "MART PROPERTY".

PARCEL E:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, AS SET FORTH IN ARTICLE 1.1(A) OF THE PARKING RIGHTS EASEMENT AGREEMENT BETWEEN LASALLE NATIONAL BANK TRUST NO. 121000, 350 NORTH ORLEANS STREET L.L.C. AND 200 WORLD TRADE CENTER L.L.C. RECORDED APRIL 9, 1998 AS DOCUMENT NUMBER 98284711 AS AMENDED BY THE FIRST AMENDMENT TO PARKING RIGHTS EASEMENT AGREEMENT DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT 0434939063 FOR THE PURPOSES OF (A) PARKING 485 MOTOR VEHICLES (SAID SPACES, SUBJECT TO REDUCTION IN NUMBER IN CERTAIN CIRCUMSTANCES AS PROVIDED IN SECTION 1.7 THEREOF, BEING REFERRED TO AS THE "AGREED SPACES" AND (B) PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS RELATED TO SUCH PARKING.

PINS:

17-09-400-013-0000  
 17-09-400-014-0000  
 17-09-400-015-0000  
 17-09-400-016-0000  
 17-09-400-017-0000  
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17-09-400-030-0000  
17-09-400-032-0000  
17-09-400-033-0000

Street Address: 350 North Orleans Street  
Chicago, Illinois 60651

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT B

### LEASED PROPERTY

#### PARCEL A:

LEASEHOLD ESTATE, CREATED BY THE LEASE EXECUTED BY 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967, AND KNOWN AS TRUST NUMBER 36223 (LESSOR) TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 (LESSEE), A MEMORANDUM OF WHICH LEASE WAS DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT NUMBER 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THE THIRD AMENDMENT TO RESTATEMENT OF LEASE A MEMORANDUM OF WHICH DATED June 14, 2021, RECORDED June 16, 2021 AS DOCUMENT NUMBER 2116745042 IN THE OFFICE OF THE COOK COUNTY RECORDER AND THE ASSIGNMENT OF LEASE DATED June 14, 2021, RECORDED June 16, 2021 AS DOCUMENT NUMBER 2116745038 IN THE OFFICE OF THE COOK COUNTY RECORDER (COLLECTIVELY, THE "LEASE"), WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

LOTS 5 THROUGH 15, BOTH INCLUSIVE IN WOLF POINT, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS, IN BLOCKS 6, 7, 14 AND 15, IN ORIGINAL TOWN OF CHICAGO, TOGETHER WITH PARTS OF VACATED STREETS AND ALLEYS AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 23335160.

NOTWITHSTANDING ANY OF THE ABOVE, LANDLORD SPECIFICALLY EXCEPTS FROM THE LEASED PROPERTY AND RESERVES TO ITSELF THE FOLLOWING:

1) AREAS TO BE LOCATED BY THE ARCHITECTS, NOT TO EXCEED A TOTAL OF 50 SQUARE FEET, EXTENDING FROM THE LANDLORD'S BUILDING TO THE ROOF OF EITHER THE 18TH OR 23RD FLOOR LEVELS FOR THE INSTALLATION OF TOILET EXHAUST DUCTS, A.C., REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN

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EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME;

AND

2) AREAS TO BE LOCATED BY THE ARCHITECTS WITHIN THE CEILING SPACE OF THE 14TH AND 15TH FLOORS FOR THE HORIZONTAL TRANSFER OF TOILET EXHAUST DUCTS, A.C. REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME.

## **PARCEL B.**

EASEMENT FOR THE BENEFIT OF PARCEL A AS CREATED BY PARKING RIGHTS EASEMENT AGREEMENT DATED APRIL 1, 1998 AND RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98284711 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS AMENDED BY FIRST AMENDMENT TO PARKING RIGHTS EASEMENT AGREEMENT DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NO. 0434939063 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND AS FURTHER AMENDED, TO USE 100 PARKING SPACES LOCATED IN THE MOTOR VEHICLE PARKING FACILITY BUILT ON PART OF LOTS 1 AND 5 OF WOLF POINT II SUBDIVISION OF LOT 16 IN WOLF POINT RESUBDIVISION AND INGRESS AND EGRESS RELATED TO SUCH PARKING, ALL IN ACCORDANCE WITH THE TERMS SPECIFIED IN THE AFORESAID LEASE, AS AMENDED, AND THAT AGREEMENT REGARDING PARKING DATED DECEMBER 21, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER.

## **PARCEL C:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A AND CREATED BY LEASE DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, FROM 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 AND WITH RESPECT TO THE PARKING AND ACCESS PROVISIONS NOTED AS 5 AND 6 BELOW, THAT



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AGREEMENT REGARDING PARKING DATED DECEMBER 31, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS FOLLOWS:

1) THE RIGHT TO OCCUPY IN LANDLORD'S BUILDING THAT SPACE NECESSARY, IN ACCORDANCE WITH THE PLANS, FOR ALL ELECTRICAL, PLUMBING AND MECHANICAL RISERS (THE TERM "RISERS" INCLUDES ALL PIPES, DUCTS, CONDUITS, VALVES AND SIMILAR ITEMS) FOR THE SYSTEMS FOR MAKING AVAILABLE TO THE LEASED PROPERTY:

- A. WATER
- B. SANITARY AND STORM WATER DISPOSAL
- C. HEATING, VENTILATING, AIR CONDITIONING
- D. TELEPHONE AND ELECTRICAL SERVICE
- E. FIRE PROTECTION

(THESE SYSTEMS ARE COLLECTIVELY REFERRED TO AS THE "LIFE SUPPORT SYSTEM")

2) A RIGHT OF SUPPORT FROM ALL CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS SHOWN ON THE PLANS AND LOCATED IN LANDLORD'S BUILDINGS FOR THE HOTEL STRUCTURE.

3) THE RIGHT TO USE AND OBTAIN THE BENEFITS FROM THE FOLLOWING FACILITIES LOCATED WITHIN OR ABOUT LANDLORD'S BUILDING IN THE MANNER CONTEMPLATED BY THE PLANS DESCRIBED IN THE LEASE:

A. THE RIVER WATER PUMPING ROOM DESIGNATED IN THE PLANS AS ROOM S2-10 ALONG WITH THE PIPING SYSTEM CONNECTING SAID PUMP ROOM WITH THE MECHANICAL ROOM DESIGNATED AS ROOM S2- 11 (IT BEING UNDERSTOOD THAT TWO PUMPS SERVING THE LEASED PROPERTY AND OWNED BY TENANT SHALL BE LOCATED IN SAID PUMP ROOM).

B. THE RECEIVING AREA SERVING THE LOADING DOCKS DESCRIBED IN PARCEL "D" IN THE PLANS ATTACHED TO THE LEASE.

C. THE MECHANICAL ROOM DESIGNATED IN THE PLANS AS ROOM S2-11.

D. THE EMERGENCY GENERATOR ROOM DESIGNATED IN THE PLANS AS ROOM S2-12.

E. THE COMMONWEALTH EDISON TRANSFORMER AND SWITCH GEAR ROOM DESIGNATED AS ROOM S2-11 IN THE PLANS.

F. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE SANITARY SEWER LOCATED IN STREET ADJACENT TO THE LAND.

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G. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE RIVER FOR STORM WATER DISPOSAL.

H. THE PIPES, PUMPING SYSTEM, TANK, VALVES AND CONTROLS CONNECTING THE MUNICIPAL WATER MAINS TO THE SYSTEM SERVING THE LEASE PROPERTY.

4) THE RIGHT OF ACCESS TO ALL PORTIONS OF THE LEASED PROPERTY AND EASEMENTS AND APPURTENANCES THERETO ABOVE DESCRIBED FOR THE USE, INSPECTION, REPAIR, MAINTENANCE AND REPLACEMENT OF TENANT'S FACILITIES.

5) THE RIGHT OF ACCESS UPON AND OVER LANDLORD'S BUILDING AND THE LAND FOR INGRESS AND EGRESS FROM ALL PORTIONS OF THE LEASE PROPERTY AND THE APPURTENANCES THERETO ABOVE DESCRIBED.

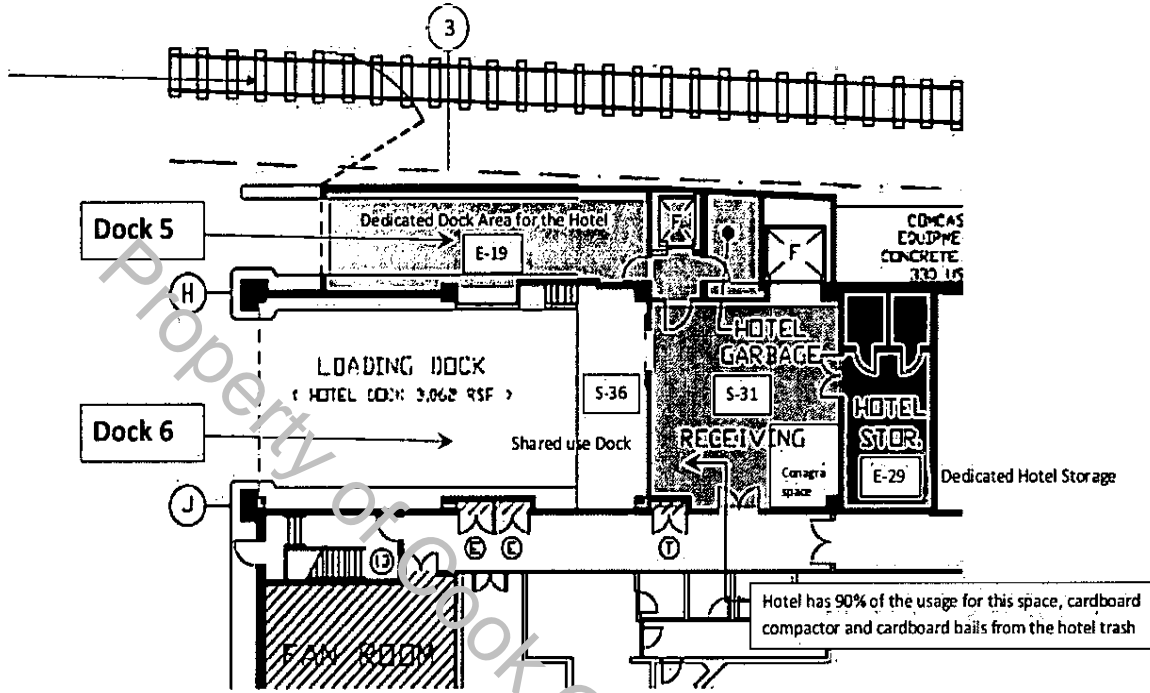
PINS:

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- 17-09-400-028
- 17-09-400-029
- 17-09-400-030


Street Address: 350 North Orleans Street  
Chicago, Illinois 60651

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## EXHIBIT C LOADING DOCK



- E-19 Dedicated Dock Area(s) for the Hotel
- E-29 Dedicated Hotel Storage
- S-36 Shared use Dock
- S-31 Hotel has 90% of the usage for this space, cardboard compactor and cardboard bails from the hotel trash

Sheet #: <b>001</b>	Date: 05/13/2021	 <b>EQ Office</b>

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## EXHIBIT D

### SECURITY MONITORING

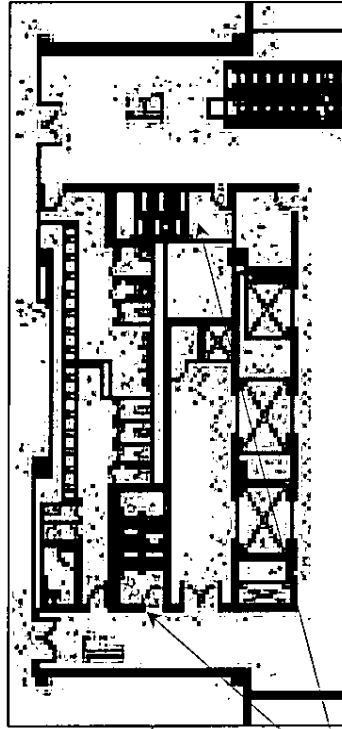
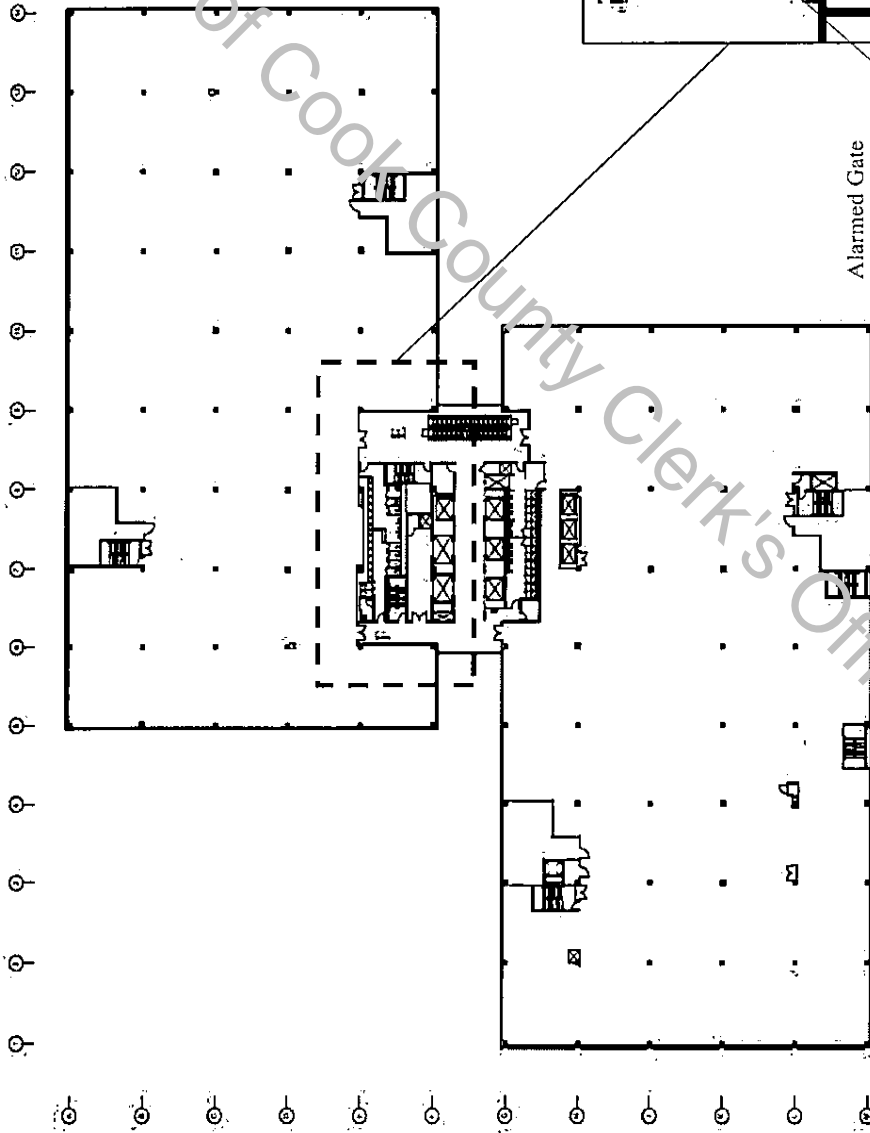
#### River North Point

Floors 5 - 13

Stair:  
E (I-17)  
F (CI-15)

Note:

Two (2) alarmed stairwells defined as E & F between floors 13 and 14 and for security cameras within the stairwells (6 cameras total - 2 on the 13<sup>th</sup> floor; 2 on the 9<sup>th</sup> floor and 2 on the 5<sup>th</sup> floor), all which will tie into the landlord fire/life safety system.



Alarmed Gate  
Door - Between  
Floor 13 and 14

I-Camera in the E and F stairwells on the 13, 9 and 5; all of which will tie into the landlord security system.

D-1