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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/07/2023 02:03 PM PG: 1 OF 16

Loan No: 90625

December 5, 2023

PIN: 17-16-220-018-0000

17-16-220-020-0000

17-16-220-021-0000

Cc #22 as 15LD LK
4046

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FIRST AMENDMENT TO RECORDABLE DOCUMENTS AND OMNIBUS AMENDMENT AND REAFFIRMATION OF LOAN DOCUMENTS

From

RCP HOTEL OWNER, LLC, a Delaware limited liability company,
as Mortgagor,

to

THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF
ONE OR MORE OF ITS SEPARATE ACCOUNTS, as Mortgagee

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Dentons US LLP
233 South Wacker Drive, Suite 5900
Chicago, Illinois 60606
Attn: Steven R. Davidson, Esq.

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FIRST AMENDMENT TO RECORDABLE DOCUMENTS AND OMNIBUS AMENDMENT AND REAFFIRMATION OF LOAN DOCUMENTS

THIS FIRST AMENDMENT TO RECORDABLE DOCUMENTS AND OMNIBUS AMENDMENT AND REAFFIRMATION OF LOAN DOCUMENTS (“Amendment”) is made as of the 5th day of December, 2023, by RCP HOTEL OWNER, LLC, a Delaware limited liability company (“Mortgagor”), and **MICHAEL W. RESCHKE**, an individual (“Guarantor”), each having an address c/o The Prime Group, Inc., 120 N. LaSalle Street, Suite 3200, Chicago, Illinois 60602, as Mortgagor, to THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF ONE OR MORE OF ITS SEPARATE ACCOUNTS, a Maryland corporation having an address at 8403 Colesville Road, 13th Floor, Silver Spring, MD 20910, and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term “Mortgage” as used herein):

RECITALS:

WHEREAS, Mortgagee made a construction loan to Mortgagor in the maximum principal amount of \$63,750,000.00 (“Loan”), pursuant to that certain Construction Loan Agreement dated as of November 8, 2019 (the “Loan Agreement”), which Loan is evidenced by that certain Note, dated as of November 8, 2019 by Mortgagor in favor of Mortgagee, and secured by, among other things, that certain Mortgage and Security Agreement executed and delivered by Mortgagor to Mortgagee, dated as of November 8, 2019 and recorded November 12, 2019 with the Cook County Recorder of Deeds as document number 1937645112 (the “Mortgage”), affecting the real property more particularly described on Exhibit A attached hereto;

WHEREAS, 11 South LaSalle Hotel Partners, LLC, a Delaware limited liability company (“Residence Inn Borrower”), an affiliate of Mortgagor, and Mortgagee have entered into that certain Term Loan Agreement of even date herewith (the “Residence Inn Loan Agreement”), pursuant to which, among other things, Mortgagee has agreed, subject to the terms of the Loan Agreement, to make a loan to Residence Inn Borrower in the maximum principal amount of \$113,000,000.00 (the “Residence Inn Loan”), which loan is evidenced by: (i) that certain promissory note of even date herewith in the maximum amount of \$110,000,000, (ii) a promissory note of even date herewith in the maximum amount of \$3,000,000, and (iii) that certain Mortgage and Security Agreement executed and delivered by Residence Inn Borrower to Mortgagee, dated of even date herewith (the “Residence Inn Mortgage”); and

WHEREAS, it is a condition to Mortgagee making the Residence Inn Loan to Residence Inn Borrower, that the Mortgaged Property also secure the obligations to Mortgagee under the terms of the Loan Documents (as such term is defined in the Residence Inn Loan Agreement) for the Residence Inn Loan, and Mortgagor has agreed to grant this Amendment upon the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. **RECITALS**. The foregoing Recitals are incorporated in this Amendment as if fully set forth herein.

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2. **DEFINED TERMS.** All initially capitalized terms which are used herein but not defined shall have the meanings set forth in the Loan Agreement.

3. **AMENDMENT TO LOAN DOCUMENTS.**

(a) The following are added as new defined terms in Section 2.1 of the Loan Agreement:

“Residence Inn Borrower: 11 South LaSalle Hotel Partners, LLC, a Delaware limited liability company.

Residence Inn Loan Agreement: That certain Term Loan Agreement dated as of December 5, 2023 by and between Residence Inn Borrower and Lender.

Residence Inn Mortgage: That certain Mortgage and Security Agreement executed and delivered by Residence Inn Borrower to Mortgagee, dated as of December 5, 2023.

Residence Inn Note: Collectively, (i) that certain promissory note dated as of December 5, 2023 by Residence Inn Borrower payable to the order of Lender in the maximum amount of \$10,000,000, (ii) that certain promissory note by Residence Inn Borrower dated as of December 5, 2023 and payable to the order of Lender in the maximum amount of \$3,000,000.”

(b) The following is hereby added as a new subsection (q) to Section 19.1:

“(q) The occurrence of an “Event of Default” as defined in the Residence Inn Mortgage.”

(c) The definition of “Loan Documents” in the Loan Agreement shall be deemed to include the Residence Inn Mortgage.

(d) The following is added as a new Section 1.1.4 of the Mortgage:

“The outstanding principal balance of the Residence Inn Note, together with all interest accruing thereon, being payable in the amounts, at the interest rates and on the dates stipulated therein, and all other amount due to Mortgagee under the terms of the Loan Documents (as such term is defined in the Residence Inn Loan Agreement), and any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing.”

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- (e) Any references to, and any definition of, the “Loan Agreement” in the Loan Documents shall mean the Loan Agreement as amended by this Amendment.
- (f) Any references to, and any definition of, the “Loan Documents” in the Loan Documents shall mean the Loan Documents as amended by this Amendment, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

4. RATIFICATION.

(a) Guarantor (a) acknowledges and consents to the modifications contained in this Amendment, and the execution and delivery of the same, and any other documents delivered pursuant thereto (collectively, the “**Modification Documents**”); (b) acknowledges and agrees that the Modifications, and the execution and delivery of the Modification Documents (other than any documents to which Guarantor is a party), and any performance hereunder, do not require the consent of Guarantor; (c) acknowledges and agrees that Mortgagee’s request for Guarantor’s consent to the Modifications and the execution and delivery of the Modification Documents shall not be construed as requiring consent by Guarantor to any future modification or amendment of any documents or instruments pertaining to Mortgagor’s obligations to Mortgagee; (d) ratifies, confirms and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in, and all the obligations of Guarantor under, the Loan Documents to which Guarantor is a party (as amended or modified hereby) (such documents, the “**Guaranty Documents**”); and (e) agrees that each of the Guaranty Documents remain in full force and effect as of the date hereof, and nothing herein contained shall be construed to impair any rights or powers which Mortgagee or its successors and assigns may have for the nonperformance of any term contained in any of the Guaranty Documents. Guarantor hereby represents and warrants to Mortgagee that, as of the date hereof, all of the warranties and representations made by it in the Guaranty Documents remain true, correct, and accurate as if re-made as of the date hereof except to the extent that such representation or warranty (x) expressly relates to an earlier date, in which case it was true and correct in all respects on and as of such earlier date, (y) by its nature inherently solely relates to an earlier date, in which case it was true and correct in all respects on and as of such earlier date, (z) was true as of the date made or last re-made but has become untrue or incorrect or incomplete due to an event or change in circumstances which does not constitute an Event of Default or Material Adverse Change.

(b) Mortgagor hereby ratifies, confirms and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in, and all the obligations of Mortgagor under, the Loan Documents (as amended or modified hereby) and agrees that the Indemnity and other Loan Documents (as amended or modified hereby) remain in full force and effect as of the date hereof, and nothing herein contained shall be construed to impair any rights or powers which Mortgagee or its successors and assigns may have for the nonperformance of any term contained in the Environmental Indemnity or other Loan Documents. Mortgagor hereby represents and warrants to Mortgagee that, as of the date hereof, all of the warranties and representations made by Mortgagor in the

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Indemnity and other Loan Documents remain true, correct, and accurate in all material respects as if re-made as of the date hereof except to the extent that such representation or warranty (x) expressly relates to an earlier date, in which case it was true and correct in all respects on and as of such earlier date, (y) by its nature inherently solely relates to an earlier date, in which case it was true and correct in all respects on and as of such earlier date, (z) was true as of the date made or last re-made but has become untrue or incorrect or incomplete due to an event or change in circumstances which does not constitute an Event of Default or Material Adverse Change.

5. **NO IMPLIED WAIVERS.** Except as expressly provided herein, nothing in this Amendment shall be construed as a waiver on the part of Mortgagee as to any rights, remedy or remedies it may enjoy under the Loan Documents with respect to any existing circumstances, facts or events constituting an Event of Default under such instruments.

6. **SEVERABILITY.** If any term, covenant or condition of this Amendment is held to be invalid, illegal or unenforceable in any respect, this Amendment shall be construed without such provision.

7. **COUNTERPARTS; EFFECTIVENESS.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

8. **AUTHORITY.** Each of Mortgagor and Guarantor represents and warrants, as to itself, that it has full power, authority and legal right to execute and deliver this Amendment and to keep and observe all of the terms of this Amendment on Mortgagor's or Guarantor's, as applicable, part to be observed and performed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Amendment as of the day and year first above written.

MORTGAGOR:

RCP HOTEL OWNER, LLC, a Delaware limited liability company

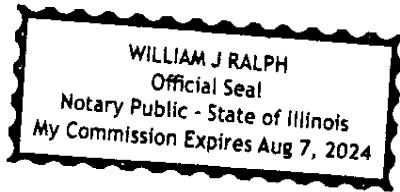
By: **RCP HOTEL OWNER HOLDING, LLC**, a Delaware limited liability company, its sole member

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

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 5 day of December 2023, before me personally came Michael W. Reschke, to me known, who, being by me duly sworn, did depose and say that he is the manager of RCP Hotel Owner Holding, LLC, which is the sole member of RCP Hotel Owner, LLC, a Delaware limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the manager of RCP Hotel Owner Holding, LLC, which is the sole member of said limited liability company.



William J. Ralph
Notary Public in and for said
County and State

My Commission Expires:

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Amendment as of the day and year first above written.


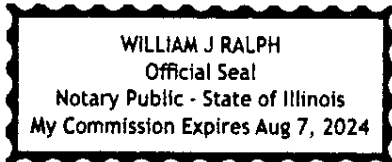
GUARANTOR:



Michael W. Reschke, an individual

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 5 day of December 2023, before me personally came Michael W. Reschke, to me known, who, being by me duly sworn, did depose and say that he is the individual described in and which executed the foregoing instrument; and that he signed his name thereto as his own free and voluntary act, for the uses and purposes therein set forth.



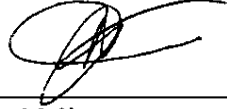
Notary Public in and for said
County and State

My Commission Expires:

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MORTGAGEE:

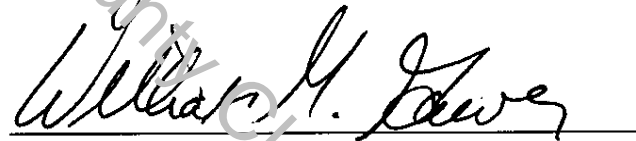
THE UNION LABOR LIFE INSURANCE COMPANY on behalf of one or more of its Separate Accounts



By: _____
Name: Jonathan L. McKetney
Title: Vice President

STATE OF Maryland)
COUNTY OF Anne Arundel) ss.:

On this 1 day of December, 2023, before me personally came Jonathan L. McKetney, to me known, who, being by me duly sworn, s/he is the Vice President of THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF ONE OR MORE OF ITS SEPARATE ACCOUNTS, a Maryland corporation, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto with all requisite and proper authority.



Notary Public in and for said
County and State



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Exhibit A

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, 3.34 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, 9.67 feet; thence South 00 degrees 09 minutes 32 seconds West, 21.94 feet; thence North 89 degrees 47 minutes 01 seconds West, 14.63 feet; thence North 00 degrees 09 minutes 32 seconds East, 21.94 feet; thence North 89 degrees 47 minutes 01 seconds West, 9.91 feet; thence South 00 degrees 12 minutes 59 seconds West, 2.04 feet; thence North 89 degrees 47 minutes 01 seconds West, 50.77 feet; thence South 00 degrees 09 minutes 32 seconds West, 21.56 feet; thence South 89 degrees 47 minutes 01 seconds East, 18.57 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 degrees 12 minutes 59 seconds East, 26.66 feet; thence South 89 degrees 47 minutes 01 seconds East, 8.82 feet; thence North 0 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 11 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.

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

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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.

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

Parcel 2:

Non-exclusive easement for the benefit of Grantee Property Owner and its permittees, as defined therein, 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 the benefit of the Grantee Property Owner and its permittees for pedestrian 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. 1418916002 and rerecorded August 2, 2016 as document 1621522172.

Address: 208 S. LaSalle, Chicago, IL 60604

PIN: 17-16-220-018-0000; 17-16-220-020-0000; 17-16-220-021-0000