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AMENDMENT TO LOAN AGREEMENT AND MORTGAGE

This Amendment to Loan Agreement and Mortgage, is made as of this 1 day of April, 1987, to that certain Loan Agreement dated as of September 30, 1985, as amended by an Amendment to Loan Agreement, dated as of January 31, 1986 ("Loan Agreement"), between AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated July 17, 1985 and known as Trust No. 64971 ("Trustee") and LAKE COLUMBUS VENTURE, a venture consisting of SIC Hotel Company-Chicago, a California limited partnership, Illinois Center Corporation, a Delaware corporation, and Metropolitan Structures, an Illinois general partnership (Lake Columbus Venture and Trustee are hereinafter collectively referred to as the "Borrower") and CITICORP REAL ESTATE INC., a Delaware corporation ("Lender"), and that certain Mortgage, dated September 30, 1985 between Trustee, as Mortgager and Lender, as Mortgagee, filed with the Cook County Recorders Office on September 30, 1985 as Document No. 85-211-832.

RECITALS

A. Borrower has requested that Lender or an affiliate of Lender issue certain letters of credit to be used in connection with the development of the Project (as defined in the Loan Agreement).

B. Lender has agreed to issue or cause to be issued such letters of credit upon the terms and conditions set forth herein. Any capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lender and Borrower do hereby amend said Loan Agreement and Mortgage by adding the following Section to the Loan Agreement and the Mortgage:

Letters of Credit

Lender may in its sole discretion, from time to time, at Borrower's request, issue or cause to be issued (a) letters of credit, from Lender or any of its affiliates, to secure Borrower's performance in connection with the Project, to third parties, or (b) trade letters of credit, from Lender or any of its affiliates, to facilitate the purchase and/or

BOX 15

importation of Project materials, upon receipt of waivers of lien covering all work or materials for which such letters of credit are issued. The form and substance of such letters of credit are subject to review and approval by Lender. All usual and customary fees in connection with the issuing of such letters of credit are to be agreed upon by Lender and Borrower. Such letters of credit shall carry maturity dates which expire prior to the Loan Maturity and any draws under such letters of credit shall bear interest at the rate set forth in the Note, including the Default Rate if applicable. The amount of such letters of credit shall reduce (for the period of time same are outstanding) the amount of Lender's commitment to fund hereafter. As a condition to issuance of such letters of credit, Lender shall receive title coverage at the time such letters of credit are issued identical to the title coverage Lender would have received at such time if Lender disbursed cash instead of issuing such letters of credit. Any draws under such letters of credit shall be deemed disbursements of Loan proceeds regardless of whether such letters of credit are issued by Lender or one of its affiliates and shall be evidenced by the Note and secured by the Mortgage Guaranty and other Loan Documents.

2. In all other respects, the Loan Agreement and Mortgage shall remain in full force and effect.

3. Section 19.12 of the Loan Agreement is hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Lender and the Borrower have set their hands and seals as of the day and year first above written:

LENDER:

CITICORP REAL ESTATE, INC.,
a Delaware Corporation
By: _____
Its QUINTIN E. PRIMO, III
VICE PRESIDENT
CREI-CHICAGO

BORROWER:

LAKE COLUMBUS VENTURE

By: SIC Hotel Company-Chicago

By Swig Weiler and Dinner Development Company, a California corporation, General Partner
By _____

By: Metropolitan Structures

_____

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By: Metropolitan Structures, an Illinois general partnership

By Meyco Properties, an Illinois limited partnership, General Partner

By _____
a General Partner

By: Illinois Center Corporation

By _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee aforesaid

By _____

Attest: _____
Asst. Secretary

This instrument was prepared by and should be returned after recording to:

Steven R. Davidson
Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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STATE OF)
) SS.
COUNTY OF COOK)

I, Beverly C. Donovan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alan Levinson of METROPOLITAN STRUCTURES who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, 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 general partner, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of May, 1987.

Beverly C. Donovan
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
BEVERLY C. DONOVAN
Notary Public, State of Illinois
My Commission Expires Jan. 27, 1991

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STATE OF)
) SS.
COUNTY OF COOK)

I, MARIE MARTINEZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WENCE F. CERNE of ILLINOIS CENTER CORPORATION who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, 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 PRESIDENT, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of MAY, 1987.

Marie Martinez
Notary Public

My Commission Expires: 4-25-90

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STATE OF California)
) SS.
COUNTY OF ~~COOK~~)
San Francisco

I, Lauren Brown, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that McVin M. Swig of Swig Weiler and Arnold Development Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Manager, 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 General Manager, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of June, 1987.

Lauren Brown
Notary Public

My Commission Expires: February 23, 1990

OFFICIAL SEAL
LAUREN BROWN
Notary Public-California
SAN FRANCISCO COUNTY
My Comm. Exp. Feb. 23, 1990

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CONSENT

The undersigned, as the Guarantors under that certain Guaranty dated as of September 30, 1985 to and for the benefit of Citicorp Real Estate, Inc. ("Lender"), hereby consent to the terms of the foregoing Amendment to Loan Agreement and Mortgage.

METROPOLITAN STRUCTURES, an Illinois general partnership

By: Metco Properties, an Illinois limited partnership
By: _____
a general partner

ILLINOIS CENTER CORPORATION, a Delaware corporation
By: _____

THE SWIG INVESTMENT COMPANY, a California general partnership
By: _____

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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

That part of the lands lying East of and adjoining Fort Dearborn addition to Chicago, being the whole of the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows:

Commencing at the point of intersection of the East line of North Stetson Avenue, 74 feet wide, as said North Stetson Avenue is shown and defined on the plat titled "Plat of Mid-America, a resubdivision of the Prudential and Illinois Central Subdivision," and recorded in the recorder's office of said Cook County, Illinois on November 20, 1957, as Document No. 17069914, with the North line of East Lake Street, 74.00 feet wide, as said East Lake Street was dedicated to the City of Chicago by instrument recorded in said recorder's office on the 26th day of March, 1984, as Document No. 27018354 (said point of intersection being 460.193 feet, measured along said East line of North Stetson Avenue, North from the point of intersection of said East line with the North line of East Randolph Street, as said East Randolph Street was dedicated and conveyed to the City of Chicago by instrument recorded in said recorder's office on March 14, 1979 as Document No. 24879731), and running thence East along said North line of East Lake Street, said North line being perpendicular to said East line of North Stetson Avenue, a distance of 352.541 feet to the point of beginning at the Southeast corner of the hereinafter described parcel of land, said point of beginning being also the point of intersection of said North line of East Lake Street with the West line of North Columbus Drive, as said North Columbus Drive was dedicated and conveyed to the City of Chicago by instrument recorded in said recorder's office on the 5th day of June, 1972, as Document No. 21925615; thence North along said West line of North Columbus Drive, said West line being perpendicular to said North line of East Lake Street, a distance of 205.542 feet; thence West along a line perpendicular to said West line of North Columbus Drive a distance of 107.541 feet; thence South along a line parallel with said West line of North Columbus Drive a distance of 30.00 feet; thence West along a line perpendicular to the last described course a distance of 120.00 feet; thence South along a line parallel with said West line of North Columbus Drive a distance of 175.542 feet to an intersection with said North line of East Lake Street; thence East along said North line of East Lake Street a distance of 227.541 feet to the point of beginning.

Excepting from the above described parcel that part of the property and space dedicated for East Lake Street, aforesaid, which part is bounded and described as follows:

Commencing at the point of intersection of the East line of North Stetson Avenue as shown and defined on the "Plat of Mid-America, a resubdivision of the Prudential and Illinois Central Subdivision," and recorded in the office of the recorder of Cook County, Illinois, on November 20, 1957 as Document No. 17069914, with the North line, extended East of East Randolph Street, and running thence North along said East line of North Stetson Avenue (said East line being a line which is 451.50 feet, measured perpendicularly, East from and parallel with the East line of North Beaubien Court), a distance of 460.193 feet; thence East along a line which is perpendicular to said East line of North Stetson Avenue, a distance of 332.541 feet to the point of beginning; thence Northeastwardly along a straight line a distance of 28.284 feet to a point which is 352.541 feet, measured perpendicularly, East from said East line of North Stetson Avenue and 20.00 feet, measured perpendicularly, North from said last described course extended East (said point being on the West line of North Columbus Drive as said North Columbus Drive was dedicated and conveyed to the City of Chicago by instrument recorded in said recorder's office on the 5th day of June, 1982, as Document No. 21925615;

Thence South along said West line of North Columbus Drive a distance of 20.00 feet; thence West along a line which is perpendicular to said East line of North Stetson Avenue, a distance of 20.00 feet to the point of beginning; and which lies below and extends downward from an elevation of 35.40 feet above Chicago City Datum and which lies above and extends upward from an elevation of 27.60 feet above Chicago City Datum.

PARCEL 2:

Easement for the benefit of Parcel 1, for a Pedestrian Walkway (the Mid-Block Walking), pursuant to the terms and provisions contained in Paragraph 4 and Exhibit C of a Trustee's Deed dated August 16, 1983 and recorded in the Recorder's Office of Cook County, Illinois on August 26, 1983 as Document No. 26,751,440, said property and space lying above the upper limits of East Lake Street (as said East Lake Street was dedicated to the City of Chicago by instrument recorded in said Recorder's Office on the 26th day of March, 1984 as Document No. 27,018,354) and below the upper level plaza deck, as said deck is defined in the Trustee's Deed aforesaid, and lying within the boundaries, projected vertically, of that part of said East Lake Street described as follows:

Beginning at a point on the North line of said East Lake Street, 74.00 feet wide, which point is 158.77 feet East of the intersection of said North line with the East line of North Stetson Avenue, and running thence South along a line perpendicular to

the North line of East Lake Street, aforesaid, a distance of 74.00 feet to the South line of East Lake Street; thence East along said South line of East Lake Street, a distance of 35.00 feet; thence North along a line perpendicular to said South line of East Lake Street, a distance of 74.00 feet to said North line of East Lake Street, thence West along said North line, a distance of 35.00 feet to the point of beginning.

PARCEL 3:

Easement for driveway purposes, for the benefit of Parcel 1, pursuant to the terms and provisions contained in Paragraph 1.2 of a certain Reciprocal Easement Agreement dated September 30, 1985 and recorded September 30, 1985 as Document No. 85,211,829, at an elevation of approximately 55 feet, 6 inches above the Chicago City Datum and within an area of the Block, hereafter defined, having a length of 74 feet and a width of 10 feet marked "Driveway Easement" on Exhibit "A" of said Reciprocal Easement Agreement, said Block defined as that part of the lands lying East of and adjoining Fort Dearborn Addition to Chicago, being the whole of the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, bounded as follows:

On The North by the South line of East South Water Street, on the East by the West line of North Columbus Drive, on the South by the North line of East Lake Street and on the West by the East line of North Stetson Avenue.

ALSO

Easement for two emergency exit ways for the benefit of Parcel 1, pursuant to the terms and provisions contained in Paragraph 1.3 of said Reciprocal Easement Agreement at an elevation of approximately 57.0 feet above Chicago City Datum, each of which exit ways having an unobstructed width of 3 feet 8 inches extending from the West line of Parcel 1 to North Stetson Avenue marked "Exitway Easements" on Exhibit "A" of said Reciprocal Easement Agreement.

ALSO

Easement for maintenance and repair purposes for the benefit of Parcel 1 pursuant to the terms and provisions contained in Paragraph 1.5 of said Reciprocal Easement Agreement on and over such areas of the Block as may be reasonably necessary for maintenance and repair of improvements on Parcel 1.

PARCEL 4:

Easement for Emergency Egress, for the benefit of Parcel 1, pursuant to the terms and provisions contained in Paragraph I of a certain Hotel Easement Agreement dated September 30, 1985 and recorded September 30, 1985 as Document No. 85,211,830 on an area described and defined as the "Deck Easement Area" in said Hotel Easement Agreement.

ALSO

Easement for Ingress and Egress for maintenance and repair of the South facade of a Hotel to be built on Parcel 1, for the benefit of Parcel 1, contained in Paragraph II of said Hotel Easement Agreement onto the North 39 inches, more or less, of the "Amoco Property" as described and defined in said Hotel Easement Agreement.

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ALSO

Easement to install davits, a cornice and window washing track and other devices and to use scaffolds attached thereto for the benefit of Parcel 1, pursuant to the terms and provisions contained in Paragraph III of said Hotel Easement Agreement into the airspace over the "Deck" as described and defined in said Hotel Easement Agreement.

Permanent Tax Numbers: 17-10-316-017 Volume 510
17-10-316-018

DEPT-01 RECORDING $19.00
T#2222 TRAN 8576 11/13/87 15:03:00
#9267 # B *-87-613034
COOK COUNTY RECORDER

(Both numbers affect Parcels 1 and 3 and other property)

Permanent Tax Number: 17-10-316-019

(Affects Parcels 2 and 4)

Address- Columbus and Lake St.
Chicago, IL

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19.00