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#### MEMORANDUM OF LEASE

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THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of the 14 day of October, 1988 by and between LaSalle National Bank, not individually but solely as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 (hereinafter referred to as "Landlord"), having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603, and LaSalle National Bank, not individually but solely as Trustee under Trust Agreement dated January 2, 1987 and known as Trust No. 111150 (hereinafter referred to as "Tenant"), having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603.

#### WITNESSETH

WHEREAS, simultaneously with the execution of this Memorandum, Landlord and Tenant are entering into a Lease (the "Lease") for certain property more particularly described herein; and

WHEREAS, Landlord and Tenant are executing this Memorandum for the purpose of providing an instrument for recording;

NOW, THEREFORE, in consideration of the mutual promises and undertakings specified in the Lease and for other good and valuable consideration, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, all of the property described on Exhibit A attached hareto.

TO HAVE AND TO HOLD the above-mentioned property for the purposes and for a basic term of thirty-five (35) years from the "Opening Date of the Hotel" (as defined in the Lease"), subject to extension of up to eighty (80) additional years, all as more particularly set forth in the Lease.

This Memorandum is subject to all rights, remedies, agreements and obligations of both Landlord and Tenant contained in the Lease.

This instrument is executed by the undersigned Trustee, LaSalle National Bank, not personally but solely as trustee under the terms of that certain Trust Agreement dated March 1, 1984 and known as Trust No. 107701, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings, covenants, representations and agreements herein made are made and intended, not as personal undertakings, covenants, representations and agreements of the trustee individually, or for the purpose of binding it personally, but this instrument is executed and delivered by it as trustee solely in the exercise of the powers conferred upon it as such trustee under said Trust Agreement, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against it on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties.

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definition.

This instrument is executed by the undersigned Trustee, LaSalle National Bank, not personally but solely as Trustee under the terms of that certain Trust Agreement dated January 2, 1987, and known as Trust No. 111150, and it is expressly understood and agreed by the parties hereto, that each and all of the undertakings, covenants, representations and agreements herein made are made and intended, not as personal undertakings, made are made and intended, not as personal undertakings, covenants, representations and agreements of the trustee individually, or for the purpose of binding it personally, but this instrument is executed and delivered by it as trustee solely in the exercise of the powers conferred upon it as such trustee under said Trust Agreement, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against it on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties. under said parties.

IN WITNESS WHEREOF the parties have caused this Memorandum to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

u. Mar Trust Ty: //// LaSalle National Bank, not individually but as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701

President

ATTEST:

Assist the Secretary

TENANT:

LaSalle National Bank, not individually but solely as Trustee under Trusc Agreement

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known as Trust to. 112150

Vice President

ATTEST:

Assistant Secretary

Property of Cook County Clerk's Office

Charle A.

STATE OF ILLINOIS ) COUNTY OF COOK I, , the undersigned, a notary Public in and for said County, in the State aforesaid, DO HEREBY the undersigned, CERTIFY THAT JOSEPH W. LANG Vice President of a national banking Bank, LaSalle National association, and Rosemary Collins , Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 107701 as aforesaid for the uses and purposes therein set forth; and said Assistant scoretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, did affix the corporate seal of said bank to said instrument as he free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 107701 as aforesaid, for the uses and purposes therein set forth. purposes therein set forth. GIVEN under my hand and notarial seal this 7th day of 204 COU! Dozarowes M. OPPICIAL SEAL"
EVELINA M. LAZAROWICZ
Notary Public, State of Hilmals
COOK COUNTY
My Commission Expires Oct. 28, 1991 My Commission expires: October 28,1991 STATE OF ILLINOIS ) SS COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY JOSEPH W. CERTIFY THAT national banking association, Vice President of Bank, National a

Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG. Vice President of LaSalle National Bank, a national banking association, and Rosemany Colling. Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 111150 as aforesaid, for the uses and purposes therein set forth, and said custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as h iree and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 111150 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this to day of

My Commission expires:

Evelina M. Japaneries

"OFFICIAL SEAL"
EVELINA M. LAZAROWICZ
iYOLAY PUBLIC, State of Milinols
COOK COUNTY
My Commission Expires Oct. 26, 1961

-3-

Property of Cook County Clerk's Office

OFFICIAL SEACH SEA

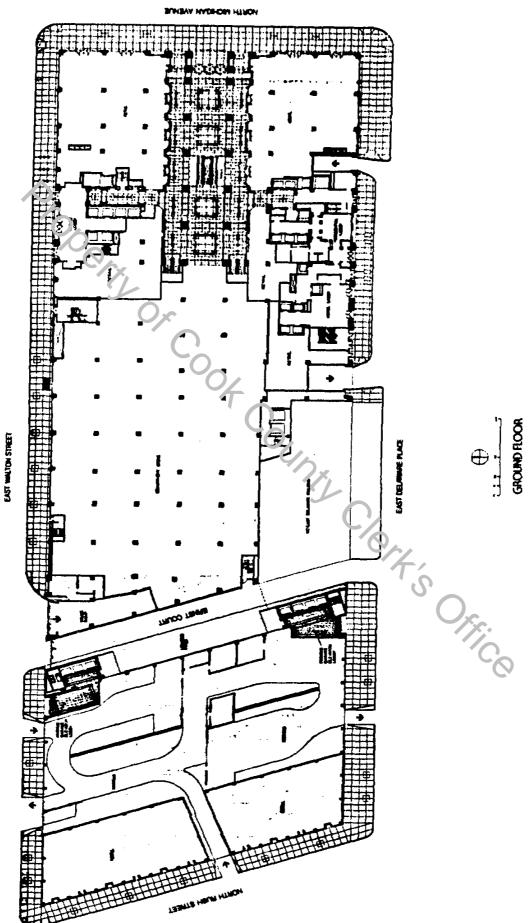
#### EXHIBIT A-

Those portions of the Improvements on Exhibit Adepicted on Exhibit A-2 ("A-2") attached hereto which are described as follows: the ground level lobby from East Delaware Place (A-2, page 1), the lobby located on floor 6 of the Improvements for the purpose of ingress and egress and access to the parking garage (A-2, page 2), those portions of floors 7 and 8 used for hotel purposes (including among other things lobby, ballroom, conference rooms and health spa) ingress and egress and access to such areas (A-2, page 3 and 4), all of floors 30 through 46, both inclusive (excluding elevator shafts for elevators numbered 38 through 41, both inclusive) consisting of approximately 295,700 square feet (A-2, page 5) and portions of floors 9, 29 and lower level two used as mechanical and service areas (A-2, pages 6, 7, and 8);

Together with the elevator shafts housing elevators numbered 23 through 37 both inclusive and elevator 46; and

Together with the following areas located in the Building having the following approximate dimensions: Level 47: 1,100 square feet (elevator areas) and Level 48: 1,600 square feet (elevator machine rooms).





Parking Entrance—Office, Hotel, and Residential Lobbies GROUND FLOOR
RETAIL

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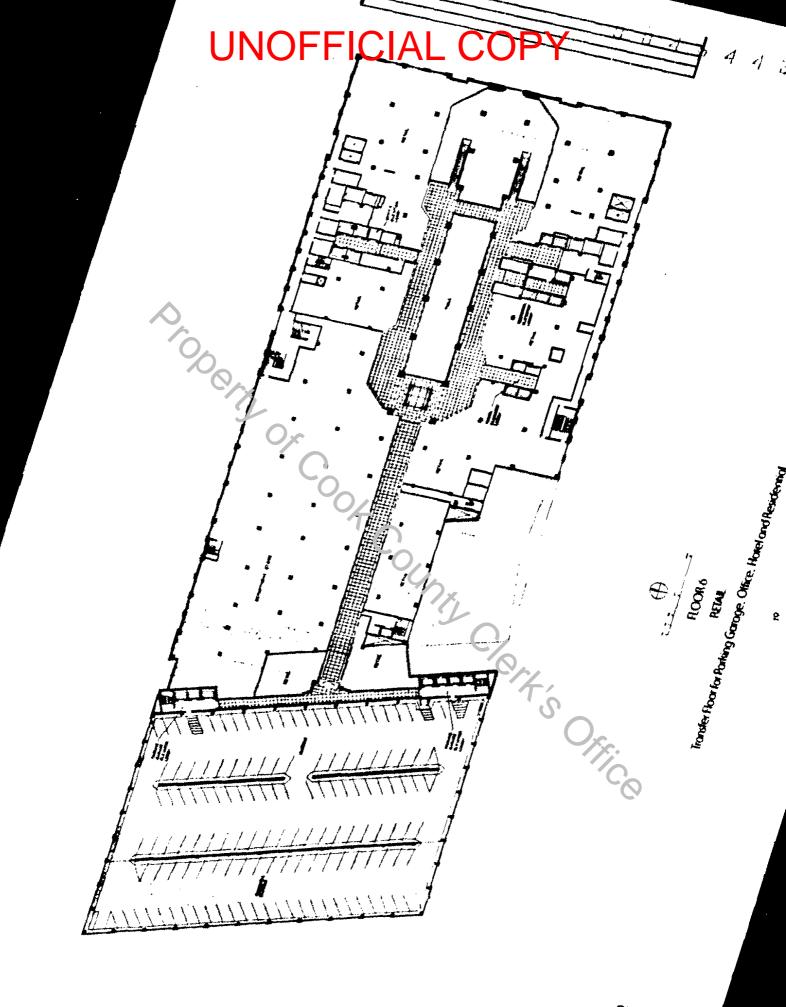


EXHIBIT A-2 PAGE 2 of 8

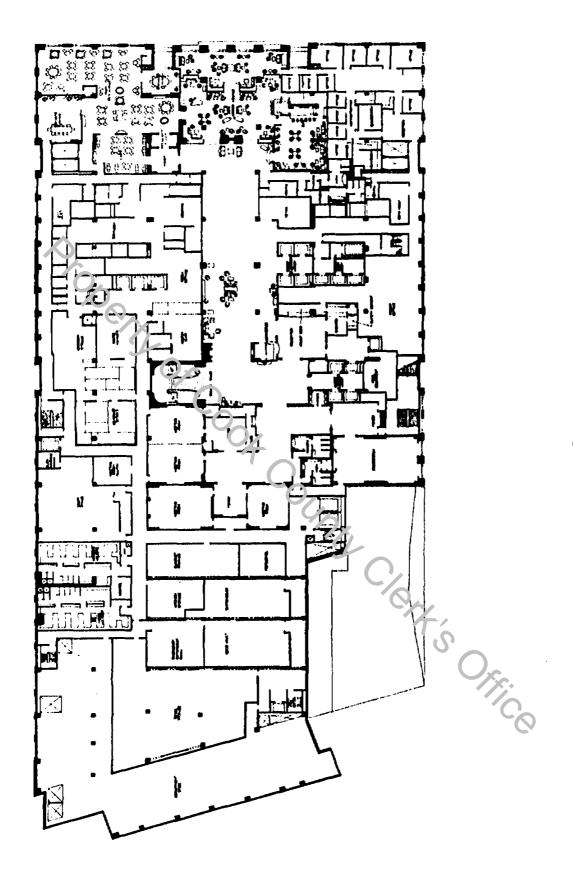


EXHIBIT A-2 PAGE 3 of 8

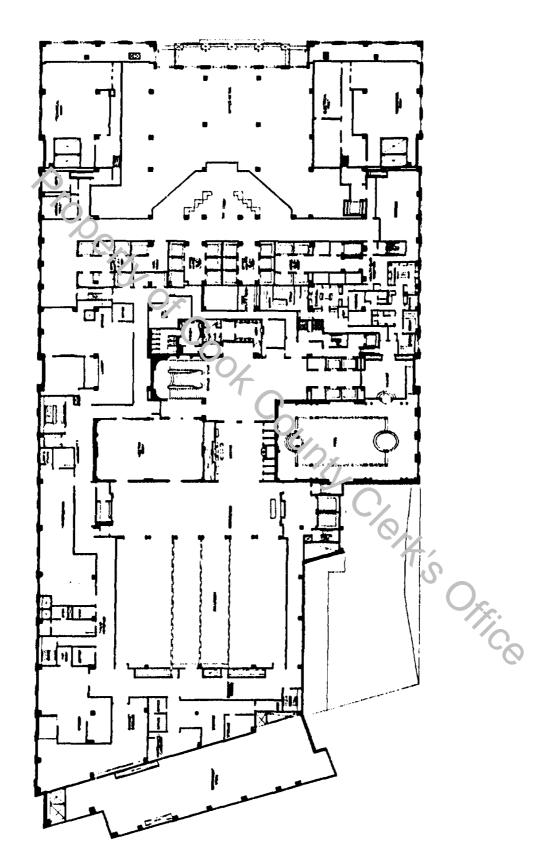


EXHIBIT A-2 PAGE 4 Of 8

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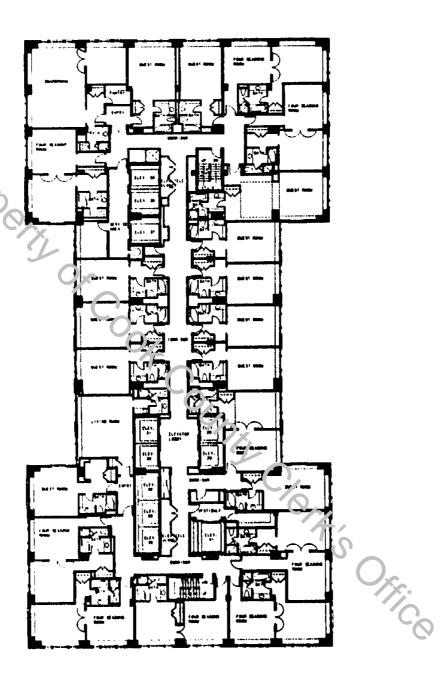
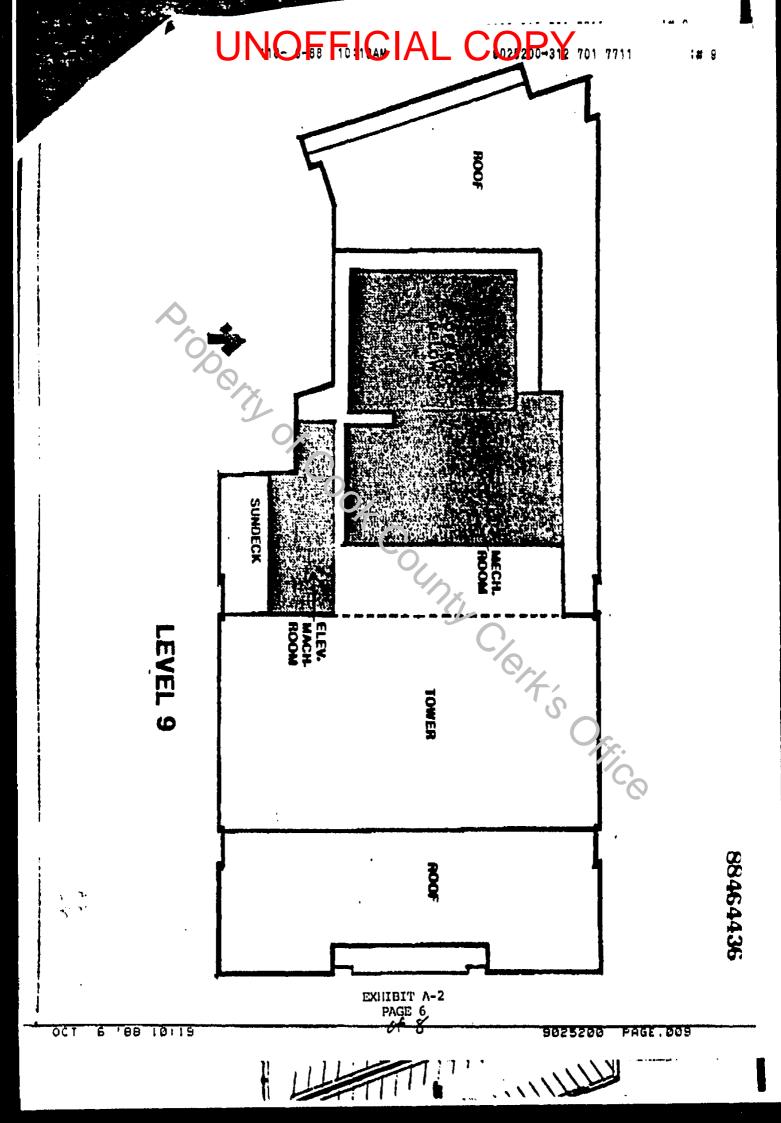


EXHIBIT A-2
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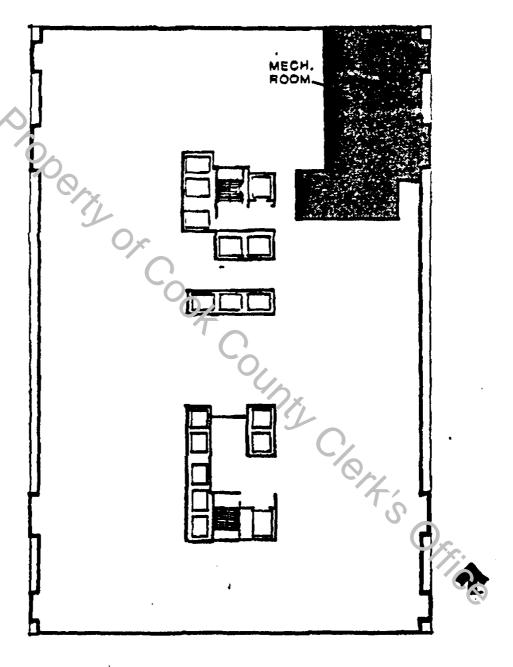


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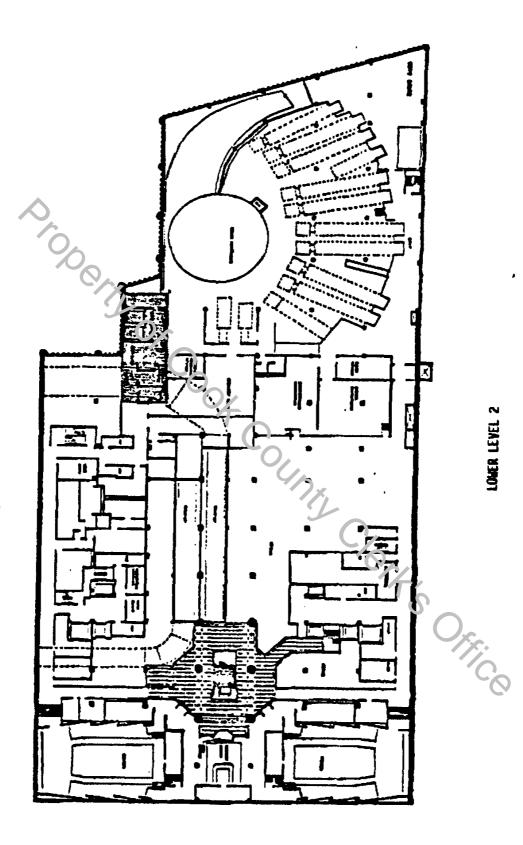


LEVEL 29

EXHIBIT A-2
PAGE 7
of 8

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EXHIBIT A-2 PAGE 8 orf 8



LOWER LEYEL 2

#### EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE: (The property lying East of North Ernst Court)

That part of Block 13, and the accretions thereto, in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Moridian, lying West of the West line of North Michigan Avenue, South of the South line of East Walton Street, North of the North line of East Delaware Place, and East of the East line of North Ernst Court, except that part of said Block 13 lying South of the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision and West of a line which intersects (i) the North line of East Delaware Place at a point 129 feet East of the East line of North Ernst Court, and (ii) the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision at a point 43.01 feet East of the Southwest borner of the East 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision and also except the West 1/2 of the South 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision, in Cook County, Illinois.

PARCEL TWO: (The property lying Vest of North Ernst Court)

That part of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 16. East of the Third Principal Meridian, lying East of the East line of North Rust Street, West of the West line of North Ernst Court, North of the North line of North Sast Delaware Place, and South of the South line of East Walton Street, except for the following described property: The Westerly 125 feet of Lots 7 and 12 (as measure along the North and South lines thereof) in the Subdivision of said Block 13 in Cook County, Illinois.

PARCEL THREE: (The property lying West of North Ernst Court)

The Westerly 125 feet of Lots 7 and 12 (as measured elong the North and South lines thereof) in the Subdivision of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL FOUR: (North Ernst Court Air Rights)
That part of North Ernst Court in Block 13 in Canal Trustees' Subdivision of the
South Fractional Quarter of Section 3, Township 39 North, Range 10 East of the Third
Principal Meridian. Iving Northerly of a line perpendicular to the Eastarly line of
North Ernst Court at a point 158.63 feet Southerly of the intersection of said
Easterly line with the South line of East Walton Street, and lying above a horizontal
plane 44.42 feet above Chicago City Datum and below a horizontal plane 157.42 feet
above Chicago City Datum, as vacated by an Ordinance recorded August 13, 1025 as
Document 85-143,919; an Ordinance recorded July 18, 1986 as Document 86-303,4/2 and
an Ordinance recorded September 12, 1986 Document 86-412,482, in Cook County,
Illinois.