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The New Trust hereby assumes all the obligations and liabilities of the Trust under the Loan Documents and the Note and agrees to perform all obligations and agreements thereunder and to be bound by all of the terms and conditions thereof, as amended hereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, the Trust, Beneficiary, the Partnership and the New Trust hereby agree as follows:

C. Subject to the terms and conditions of that certain Settlement Agreement dated September 8, 1989 (the "Settlement Agreement") among Lender, Sheraton Inns, Inc. and the Partnership, the parties hereto desire to amend the Note and the Trust Deed in the manner described below.

A. Lender has made a loan (the "Loan") to the Trust in the original principal amount of \$29,500,000. The Loan is evidenced by a certain Note dated May 30, 1985 (the "Note") made by the Trust payable to the order of Lender. The Note is secured by a certain Trust Deed and Security Agreement dated May 30, 1985 (the "Trust Deed") between the Trust and Chicago Title and Trust Company, as Trustee, for the benefit of Lender creating a first mortgage lien on certain property located in Rosemont, Cook County, Illinois and legally described on Exhibit A attached hereto (the "Property"). The Trust Deed and any other documents executed as security for the repayment of the Note are hereinafter referred to collectively as the "Loan Documents" and Sheraton has notified Beneficiary and the Partnership of the occurrence of certain events of default under the Note and the Trust Deed.

RECITALS:

THIS FIRST AMENDMENT is entered into as of the 3rd day of November, 1989, by and among LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated November 28, 1984 and known as Trust No. 109206 (the "Trust"), ROBERTS-O'HARE, LTD., a California limited partnership (the "Partnership"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 8th, 1989 and known as Trust No. 109363-00 (the "New Trust"), and SHERATON BLACKSTONE CORPORATION, a Delaware corporation ("Lender").

FIRST AMENDMENT TO TRUST DEED AND SECURITY AGREEMENT AND NOTE

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(1) Commencing on the first day of the month following the closing date and on the first day of each

Payments of principal and interest due under this Note, it not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(iv) 8% thereafter.

(iii) 6% for the fifth and sixth years following the closing date;

(ii) 5% for the fourth year following the closing date;

(i) 3% for the first three years following the closing date (as defined in that certain Settlement Agreement dated as of September 8, 1989 among Noteholder, Sheraton Inns, Inc. and Roberts-O'Hare, Ltd.);

Interest shall accrue on the balance of principal remaining from time to time unpaid under this Note prior to the due date at the following annual rates:

"For value received, American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated September 8, 1989 and known as Trust No. 109363-00, hereby promises to pay to the order of Sheraton Blackstone Corporation, a Delaware corporation ("Noteholder"), at its offices in the City of Boston, State of Massachusetts, or at such other place as the Noteholder may from time to time designate, the principal sum of \$27,500,000 (the "Principal Balance"), together with interest at the rates described below.

5. The first, second and third grammatical paragraphs of the Note are hereby deleted in their entirety and the following is hereby inserted in lieu thereof:

4. All references to the "Due Date" contained in the Trust Deed and the Note shall be deemed to mean the date that is ten years after the closing date (as defined in the Settlement Agreement).

3. The principal amount of the Note is hereby reduced from \$29,500,000 to \$27,500,000.

2. Sheraton hereby will not enforce any defaults under the Note and the loan documents that occurred prior to the date hereof as to the New Trust and the beneficiary of the New Trust and their respective successors and assigns and the Property, and ratifies and confirms that as of the date hereof there exists no default or event which with the passage of time or the giving of notice, or both, would constitute a default under either the Note or the loan documents.

as to the New Trust

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Handwritten initials and scribbles

by deleting the last full paragraph thereof and substituting therefor

the following paragraph:

8. Article X of the Trust Deed is hereby amended to add

designated by Mortgagor." herein set forth, or to such other address as may be such failure addressed to the Mortgagor at the address 30 days after the date of the mailing of a written notice of Agreement, and such failure shall continue for a period of terms and conditions of paragraph 7 of the Settlement the Settlement Agreement) fails to comply with any of the "(h) In the event the New Partnership (as defined in

XIX of the Trust Deed:

7. The following subparagraph is hereby added to Article

6. The first and second full grammatical paragraphs on page five of the Note are hereby deleted in their entirety.

A Contingent Payment shall be due and payable sixty days after the fifth anniversary of the Closing Date and referred to as the "Contingent Payment Dates" and individually referred to as a "Contingent Payment Date". Each Contingent Payment shall equal the lesser of (1) 1% of the outstanding principal balance of this Note on the Contingent Payment Date and (11) the Available Cash Flow (as hereinafter defined) for the annual period ending with the applicable anniversary date. The Contingent Payment, if any, made with respect to the fifth year following the Closing Date shall be deemed a payment of interest on this Note. Any Contingent Payment made with respect to any year thereafter shall be applied against the unpaid principal balance of this Note."

(11) The principal balance of this Note, if not sooner declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest and all other amounts then due under this Note, shall be due and payable in full on the due date.

(11) Commencing on the first day of the month following the fifth anniversary of the Closing Date and on the first day of each month thereafter, to and including the month in which the due date occurs, one-twelfth (1/12th) of one percent (1%) of the outstanding principal balance of this Note shall be due and payable regardless of whether a Contingent Payment (as hereinafter defined) is made on such date.

month thereafter through and including the month in which the due date occurs, all then accrued and unpaid interest on the principal balance of this Note shall be payable.

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14. This First Amendment is executed by LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this First Amendment shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability,

13. All references to the "Principal Note" contained in the Trust Deed and any other Loan Documents shall be deemed to refer to the Note as amended by this First Amendment.

12. All references to the "Trust Deed" contained in the Note and any other Loan Documents shall be deemed to refer to the Trust Deed as amended by this First Amendment.

11. This Agreement shall be binding on the New Trust and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

10. Except as expressly provided herein, the Note, the Trust Deed and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

With a copy to:
Greenberger, Krauss & Jacobs,
Chartered
180 North LaSalle Street
Suite 2700
Chicago, IL 60601
Attention: Maurice Jacobs, Esq.

Mortgagor:
c/o Henry S. Stone, Esq.
1175 Wilshire Boulevard
Suite 2000
Los Angeles, CA 90025-1502

Subparagraph (b) of paragraph 4 of Article XXIV of the Trust Deed is hereby deleted and the following substituted therefor:

"Notwithstanding anything to the contrary contained herein, Beneficiary hereby consents to the conveyance of the Hotel Chicago, not personally but solely as Trustee under Trust Agreement dated September 8, 1989 and known as Trust No. 109363-00 (the "New Trust") and agrees that the New Trust, with the consent of Beneficiary (which consent shall not be unreasonably withheld), may convey the Hotel to a purchaser who is an experienced hotel operator or who has obtained a hotel management company reasonably acceptable to Beneficiary, and Beneficiary shall not accelerate payment of the amounts secured hereby as a result of such conveyance."

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COOK COUNTY CLERK'S OFFICE

SHERATON BLACKSTONE CORPORATION,
a Delaware corporation
By: [Signature]
Title:

Attest: [Signature]
Title:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as trustee as aforesaid
By: [Signature]
Title:

ASSISTANT VICE PRESIDENT
Attest: [Signature]
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, not
personally, but solely as trustee
as aforesaid

IN WITNESS WHEREOF, this First Amendment has been entered
into as of the date first above written.

Nothing in this First Amendment is intended to confer
any rights or remedies on any person other than the parties
hereto and their respective successors and assigns.

15. This First Amendment is executed by AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as
Trustee as aforesaid, in the exercise of the power and authority
conferred upon and vested in said Trustee, and it is expressly
understood and agreed that nothing in this First Amendment shall
be construed as creating any personal liability on said Trustee
to perform any covenant, either express or implied herein
contained, all such liability, if any, being expressly waived by
lender and by every person now or hereafter claiming any right or
security hereunder.

It any, being expressly waived by lender and by every person now
or hereafter claiming any right or security hereunder.

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2024/08/09

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Permanent Real Estate
Tax Index Nos.:
09-32-203-005-000
09-32-206-017-000
09-32-212-015-000
Street Address:
6810 North Mannheim Road
Rosemont, Illinois


This instrument was prepared by
and, after recording, return to:
Maurice Jacobs, Esq.
Greenberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

BOX 333-GC

ROBERTS-O'HARE, LTD., a
California limited partnership

By:

General Partner



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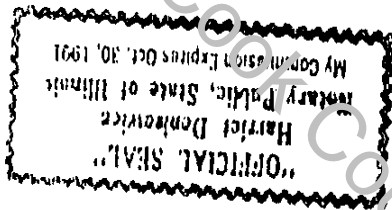
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My commission expires:

(SEAL)

Harold Denheuer
Notary Public

GIVEN under my hand and notarial seal, this 3rd day of November, 1989.

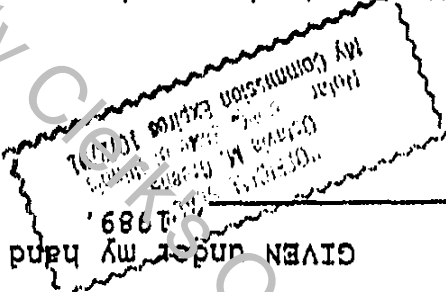
I, MARKET DENHEUER, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that LISA E. HAAS and Gordine Bak personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of LASALLE NATIONAL BANK (the "Bank"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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89524901

My commission expires:



(SEAL)

Notary Public

Octavia M. George

GIVEN under my hand and notarial seal, this _____ day of _____

I, Octavia M. George, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, of American National Bank and Trust Company of Chicago (the "Bank"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth. 1989

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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2025/01/28

OFFICIAL SEAL
MARLENE DENISE BOYD
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9, 1991

(SEAL)

Marlene Denise Boyd
NOTARY PUBLIC

GIVEN under my hand and notarial seal this 3rd day of NOVEMBER, 1989.

I, MARLENE DENISE BOYD, a Notary Public in and for said County of Cook in the State aforesaid, do hereby certify that HEALTH STORE, the general partner of Roberts-O'Hare, Ltd., 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 partnership, for the uses and purposes therein set forth.

OFFICIAL SEAL
MARLENE DENISE BOYD
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9, 1991

(SEAL)

Marlene Denise Boyd
NOTARY PUBLIC

GIVEN under my hand and notarial seal this 3rd day of NOVEMBER, 1989.

I, MARLENE DENISE BOYD, a Notary Public in and for said County of Cook in the State aforesaid, do hereby certify that THOMAS ELLSWORTH the Vice President of Blackstone Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice 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 Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

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THAT PART OF THE SOUTH 1/2 OF MORSE AVENUE, VACATED BY DOCUMENT 26239728, LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S FIRST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 TO 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S FIRST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WEST LINE OF MANNHEIM ROAD AND NORTH OF THE NORTH LINE OF THE ILLINOIS TOLL HIGHWAY DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4, 315.2 FEET SOUTH OF THE EAST 1/4 CORNER OF SAID SECTION 32 TO A POINT IN THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4, 844.84 FEET MEASURED ON THE SAID NORTH LINE EAST OF THE NORTH WEST CORNER OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 32, (EXCEPT THAT PART TAKEN IN CASE NO. 6421263), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR MANNHEIM ROAD AND THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NO. 16738863), (AND EXCEPT THAT PART TAKEN IN CASE NO. 64, T 21263), IN COOK COUNTY, ILLINOIS

PARCEL 1:

EXHIBIT A

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11/15/2011