5013/0080 22 001 1998 02-17 13:00:30 Look County Recorder 30.50

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Kelley Drye & Warren
515 South Flower Street, Suite 1100
Los Angeles, California 90071

Attention: Ronald D. Husdon, Esq.

NGGODOSTID 297

MODIFICATION OF AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS (QUAKER)

THIS MODIFICATION OF AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Agreement") is made as of January 12, 1998, by SHUWA RIVERFICNT LIMITED PARTNERSHIP ("Assignor"), and THE MITSUBISHI TRUST & BANKING CORPORATION, LOS ANGELES AGENCY ("Assignee").

WHEREAS, Assignor previously executed and delivered to and in favor of Assignee that certain Amended and Restated Secured Promissory Note dated as of January 11, 1996 in the principal amount of \$21,000,000 (the "Note");

WHEREAS, the Note was executed and delivered pursuant to the terms of that certain Amended and Restated Secured Credit Agreement and Related Loan Documents dated as of January 10, 1997, and as further amended by that certain Amendment to Credit Agreement and Related Loan Documents dated as of July 10, 1997 (as so amended, the "Credit Agreement") between Assignor, Shuwa Investments Corporation, Shuwa Corporation of Chicago, Shuwa Wacker Corporation and Assignee;

WHEREAS, in connection with the execution and delivery of the Note, Assignor executed and delivered to Assignee that certain Amended and Restated Mortgage and Security Agreement dated as of January 11, 1996 and recorded on February 29, 1996 in the Official Records of the Cook County Recorder (the "Official Records") as Instrument Number 96158387, as modified by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of January 10, 1997 and recorded in the Official Records on February 27, 1997 as Instrument No. 97137414, and as modified by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of July 10, 1997 and recorded in the Official Records on August 14, 1997 as Instrument No. 97595311 (as so modified, the "Mortgage");

WHEREAS, in connection with the execution and delivery of the Note, Assignor executed and delivered to Assignee that certain Amended and Restated Collateral Assignment of Leases and Rents dated as of January 11, 1996 and recorded on February 29,

1996 in the Official Records as Instrument Number 96158388, as modified by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of January 10, 1997 and recorded in the Official Records on February 27, 1997 as Instrument No. 97137415, and as further modified by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of July 10, 1997 as Instrument No. 97595312 (as so modified, the "Assignment of Leases");

WHEREAS, the Assignment of Leases encumbers that certain real property owned by Assignor described in Exhibit "A" hereto; and

WHEREAS, the parties have amended the terms of the Credit Agreement pursuant to that certain Amendment to Credit Agreement and Related Loan Documents of even date herewith (the "Amendment").

NOW PMEREFORE, in consideration of the mutual premises and covenants herein contained, the puries hereto agree as follows:

- 1. The Assignment of Leases is hereby modified as follows:
- (a) all references therein to the term "Loan Documents" shall mean and refer to the Loan Documents as defined in the Assignment of Leases and as amended by the Amendment:
- (b) all references therein to the term "Credit Agreement" shall mean and refer to the Credit Agreement as amended by the Amendment; and
- (c) all references therein to the erm "Mortgage" shall mean and refer to the Mortgage as amended by the Amendment and the documents and instruments delivered pursuant thereto.
- 2. The provisions hereof shall bind and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.
- 3. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth for such terms in the Assignment of Leases.
- 4. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.
- 5. Except as amended herein, the Assignment of Leases shall remain in full force and effect as originally written. By signing this Agreement, Assignor hereby reaffirms all of its obligations under the Assignment of Leases.

UNOFFICIAL COPSY23715 Page 3 of 16

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

SHUWA RIVERFRONT LIMITED PARTNERSHIP, and Illinois limited partnership

By: Shuwa Corporation of Chicago, its general partner

SIGNATUKE MUST BE NOTARIZED

By: Takaji Kobayashi,
President

THE MITSUBISHI TRUST & BANKING CORPORATION, LOS ANGELES AGENCY

SIGNATURE MUST BE NOTAKIZED

By: 21 faction

Name: MASARIKO TSUTSUNI

Title: SENIOR VICE PRESIDENT & CHIEF MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
	ss.
County of LOS ANGELES	
JANAURY 30, 1998 hefore me	MARY NISHINA, NOTARY PUBLIC Name and tibe of Officer (e.g., Jane Doo, Holary Public)
Date	Name and Title of Officer (e.g., "Jane Doo, Rolary Public")
ersonally appeared	TAKAJI KOBAYASHI Namo(s) of Signer(s)
	personally known to me
	personally known to the
0	evidence
70,	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and
7	acknowledged to me that he/she/they executed
MARY NICHT VA Commission - 1154055	the same in his/her/their authorized
No dry Public - Collown et al	capacity(jps), and that by his/her/their signature(s) on the instrument the person(s), or
Los Angeles Courny My Corner, Eubros Sop 30, 201	signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s)
3,500,000,000	acted, executed the instrument.
•	WITNESS my hand and official soal.
	Kunfled
Place Botary Soul Aboyo	Avguaturi of Rolay Public
·	76
	OPTIONAL
and could provent fraudulent remov	by law, it may prove valuable to persons relying on the document of and reallachment of this form to another document.
Description of Attached Document	· Q
fillo or Type of Document:	
Vicensia Data	Number of Pages
Document Date:	Minbai (A Pilgas.
Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer	20
Signer's Namo:	PROOF THUMBER OF SKONEN
Individual Corporate Officer Title(s):	Top of Wareh Late
Partner Limited General	**
Attorney in Fact	
Trustoo	
Guardian or Conservator Other:	
Ondit.	
Signor is Representing:	

\hat{x}_{i}

少年上之子为十十二

State of California	
County of Los Angeles	
On February 3, 1998 before me,	June Ito Notary Public Notary Notary Public
personally appeared <u>Masahiko Tsutsum</u>	
JUNE ITO OF EXC	in the basis of satisfactory evidence to be the person(s) ose name(s) is/gre subscribed to the within instrument discknowledged to me that he/shekthey executed the ne in his/hextheir authorized capacity(les), and that by the signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, ecuted the instrument.
My Cornm. C. pires JUL 20, 1999	TNESS my hand and official seal. Significated Netary Public
traudulent removal and roattact inc	re valuable to persons relying on the document and could prevent out of this form to another document.
Description of Attached Document	
Title or Type of Document: Modification of Assignment of Lo Document Date: January 12, 1998	Amendel and Restated Collateral eases and Rents (Quaker) Number of Pages: 3
Signer(s) Other Than Named Above: Takaji Ko	obayashi
Capacity(ies) Claimed by Signer(s)	7/6
Signer's Name: Masahiko Tsutsumi	Signer's Name:
Individual X Corporate Officer Title(s):Sr. Vice President & Chief Partner — Limited General Manager Attorney-in-Fact Trustee	Partner — Dimited El General El Attornoy-in-Fact
Guardian or Conservator Othor: RIGHT TRUMEPRINT OF SIGNER Top of Builds hard	Trustee Guardian or Conservator Right HUMBPRINT OF SIGNER Top of this right here
Signer is Representing: The Mitsubishi Trust & Banking Corporation, Los Angeles Agency	Signor Is Ropresenting:

 $\frac{1}{\sqrt{2}}$

UNOFFICIAL COPSY23715 Francisco 19

PARCEL 1:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING AUGUST LINE OF LOT 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STEET A DISTANCE OF 305.09 FEET TO A POINT OF THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AUSO

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DITCH, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SALD BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH WIONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLAPK STREET A DISTANCE OF 305.16 FEET TO A POINT OF THE NORTH LINE OF SAID CHICAGO (17/28, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIZED OF THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944 MADE BY AND BETWEEN, LASAL'E NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1986 AND KICUN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339 AND THE JDC-TISHMAN, CHICAGO HOTEL COMPANY, AS AMENDED BY FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AUGUST 23, 1989 AND RECORDED AUGUST 24, 1989 AS DOCUMENT 86384561 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339 AND JDC CHICAGO

HOTEL LIMITED PARTNERSHIP, OVER, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS I AND 8 IN SAID BLOCK 3) AND THE MORTH LINE OF THE CRICAGO ACTION, AS OCCUPTED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO FIVER, AS OCCUPTED A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET TALE AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH LAST STEERT; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRACT FOUNDATION WALL AND ITS NORTHERLY AND GOUTHERLY FETTING OF THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT EIGHT AUGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID MORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID MORTH TEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID MORTH

AMD

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT THE ABOVE THE HOSTCONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID SLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARE STREET, THENCE NORTH ALONG SAID LINE A DISTANCE OF 30% 16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE COUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE COUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE COUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE PARKING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1966 AS DOCUMENT NO. 86025945 MADE BY AND BETWEEN LASABLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASABLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASABLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, OVER, ACROSS, UNDER AND

UNOFFICIAL COPSY23715 Page 19 ar 10

UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE +50.00 FEET ABOVE THE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO BLOCK, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO BLOCK, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CHARE STREET; THEOLE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRUTT FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID MORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWL OF CHICAGO IN SECTION 9, TOWNSRIP 39 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE +60.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF HORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 6 IN SAID SLOCK 2) AND THE BORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE HOSTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POLIT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOU'VE ALONG THE USET LINE OF SAID NORTH DEARBORN STREET; THENCE SOU'VE ALONG THE USET LINE OF SAID NORTH DEARBORN STREET; A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1. AS DESCRIBED IN THE GRAPT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT 86384566 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTER UNDER TRUST AGREEMENT DATED JUNE 29, 1961 AND KNOWN AS TRUST NUMBER 104102 (THE GRANTOR) AND SHUWA RIVERFRONT LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39

UNOFFICIAL COPM 23715 Page 9 of 10

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 3 IN SAID BLOCK 2, A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF SAID MORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF MORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE MORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE. AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RICORDED JANUARY 21, 1986 AS DOCUMENT 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339. THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109493, OXFORD PROPERTIFS, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 104102, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIPYAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND B IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 CMD 5 IN SAID BLOCK 2); THENCE SOUTH O DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DISCRIBED LINE, HAVING A BEARING OF SOUTH 90 DEGREES EAST A DISTANCE OF 135.02 FIRT TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALLS THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL: THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH & DEGREES WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 10.47 FEET; THENCE NORTH O DEGREES EAST A DISTANCE OF A 4.95 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 36.71 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 138.22 FEET; THENCE SOUTH 30 DEGREES EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH O DEGREES WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 19,22 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 76.84

FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 26.16 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE NON 1STANCE
JE POINT G.

-409-006-0000, VOLA

-53: 321 NORTH CLARK STREE.
CHICAGO, ILLINOIS OF 2.02 FEET; THENCE NORTH O DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE MORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NUMBER A7-09-409-006-0000, VOLUME 501.

PROPERTY ADDRESS: 321 NORTH CLARK STREET