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Cook County Recorder

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RECORDING REQUESTED BY AND WHEN_RECORDED RETURN TO:

Kageir & Matsunaga LLP
19191 South Vermont Avenue
Suite 420
Torrance, CA 90502
Attn: Geoffrey D. Matsunaga

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SIXTH AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of April 12, 1999, by and between SHUWA RIVERFROIT PARTNERSHIP, an Illinois limited partnership ("Assignor"), and TRE DAI-ICHI KANGYO BANK, LTD., a Japanese banking corporation acting through its Los Angeles Agency ("Assignee").

RECITALS

A. Pursuant to that certain Amended and Restated Secured Credit Agreement dated as of January 11, 1996, among Shuwa Investments Corporation, a California corporation (the "Borrower"), Assignor, Shuwa Corporation of Chicago, an Illinois corporation ("Shuwa Chicago"), Shuwa Wacker Corporation, an Illinois corporation ("Shuwa Wacker"), and Assignee (as modified by that certain Loan Modification Agreement dated as of July 11, 1996, that certain Second Loan Modification Agreement dated as of January 13, 1997, that certain Third Loan Modification Agreement dated as of July 11, 1997, that certain Fourth Loan Modification Agreement dated as of January 12, 1998, and that certain Fifth Loan Modification Agreement dated as of

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SIXTH AMENDMENT TO ASSIGNMENT OF LEASES



July 10, 1998, the "Credit Agreement"), Assignee made a loan to the Borrower in the original principal amount of \$21,000,000 (the "Loan").

- B. The Loan is evidenced by that certain Amended and Restated Secured Promissory Note dated January 11, 1996, as modified by that certain Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1996, that certain Second Amendment to Amended and Restated Secured Promissory Note dated as of January 13, 1997, that certain Third Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1997, that certain Fourth Amendment to Amended and Restated Secured Promissory Note dated as of January 12, 1998, and that certain Fifth Amendment to Amended and Restated Secured Promissory Note dated as of July 10, 1998 (as so modified, the "Note"), made by the Borrower in favor of Assignee in the original principal amount of \$21,000,000.
- The Note is secured by, among other things, (i) that certain Amended and Restated Mortgage and Security Agreement dated as of January 11, 1996, executed by Assignor, as mortgagor, for the benefit of Assignee, as moregagee, recorded on February 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-157849, as modified by the certain Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 36-822720, that certain Second Amendment to Amended and Restated Mostbage and Security Agreement dated as of January 13, 1997, recorded or May 2, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309092, that certain Third Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County Illinois, as Document No. 97-603935, that certain Fourth Amendment to Amended and Restated Mortgage and Security Agreement dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-182997, and that certain Fifth Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-910569 (as so modified, the "Mortgage"), and (ii) that certain Amended and Restated Collateral Assignment of Leases and Rents dated as of January 11, 1996, executed by Assignor, as assignor, for the benefit of Assignee, as assignee, recorded on February 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-158386, as modified by that certain Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-822721, that certain Second Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated

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as of January 13, 1997, recorded on May 2, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309091, that certain Third Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-608380, that certain Fourth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-182998, and that certain Fifth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-910570 (as so modified, the "Lease Assignment").

- D. The Borrower's performance of its obligations with respect to the woan have been guaranteed by Shuwa Corporation, a Japanese corporation and the parent company of the Borrower (the "Guarantor"), pursuant to that certain Japanese language Revised Guarantee (kaitei hoslosko) dated January 11, 1996, executed by the Guarantor in favor of Assignee (the "Guaranty"). The Credit Agreement, the Note, the Mortgage, the Lease Assignment, the Guaranty and any other agreements, documents and instruments related to, evidencing, governing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"
- E. Concurrently herewith, the Borrower, Assignor, Shuwa Chicago, Shuwa Wacker and Assignee are entering into that certain Sixth Loan Modification Agreement (the "Mcdification Agreement") and certain other documents and agreements of even date herewith (collectively, the "Modification Documents") to emend the Loan Documents to extend the maturity date of the Loan to October 12, 1999, and make such other modifications as set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignee hereby agree as follows:

1. Amendments to Lease Assignment.

- 1.1 <u>Definitions</u>. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to such terms in the Modification Agreement.
- 1.2 <u>References to the "Note"</u>. Each reference in the Lease Assignment to the "Note" or words of like import referring to the Note shall be deemed to refer to the Note as amended by that certain Sixth Amendment to Amended and Restated Secured Promissory

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Note dated as of even date herewith executed by and between the Borrower and Assignee.

- 1.3 <u>References to the "Credit Agreement"</u>. Each reference in the Lease Assignment to the "Credit Agreement" or words of like import referring to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by the Modification Agreement.
- 1.4 <u>References to the "Mortgage"</u>. Each reference in the Lease Assignment to the "Mortgage" or words of like import referring to the Mortgage shall be deemed to refer to the Mortgage as amended by that certain Sixth Amendment to Amended and Restated Mortgage and Security Agreement dated as of even date herewith executed by and between Assignor and Assignee.
- 2.5 <u>References to Loan Documents</u>. Each reference in the Lease Assignmen' to any other Loan Document shall be deemed to refer to such other Loan Document as amended by the Modification Documents.
- 2. <u>Ratification</u>. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by Assignor and Assignce that the Lease Assignment, as amended hereby, is hereby ratified and confirmed, shall continue in full force and effect, and shall continue to secure payment and performance of the obligations set forth and described in the Loan Documents as amended by the Modification Documents.
- 3. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 4. <u>Governing Law</u>. This Amendment shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of Illinois without regard to the conflicts of laws principles thereof.

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IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Amendment to be executed by its duly authorized representative as of the date first set forth above.

> SHUWA RIVERFRONT LIMITED PARTNERSHIP an Illinois limited partnership

By SHUWA CORPORATION OF CHICAGO

Its General Partner

SIGNATURE

Name: 🖊 Takaji Kobayashi

Title: President

THE DAI-ICHI KANGYO BANK, LTD.

Los Angeles Agency

Title: Senior Vice President & Joint General Manager

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State of California)
County of Los Angeles)
On APRIL 16, , 1999, before me, MARY NISHINA , Notary Public, personally appeared TAKAJI KOBAYASHI , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the
[seal] WITNESS my hand and official seal.
MARY NISHINA Commission # 1754355 Notary Public - California E Los Angeles County My Comm. Expires Sep 30, 2001
State of California
County of Los Angeles)
On May 18th, 1999, before me, Holle T. Work, Notary Public, personally appeared Morinivo Suniger, personally known to me or proved to me on the basis of savisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
[seal] WITNESS my hand and official seal.
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HOLLIE T. LUONG Commission # 1093443 Notary Public -- Contents Los Angelos County My Convin. Explies Apr 8, 2000



PARCEL 1:

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 EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST 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 STREET 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.

ALSO

THAT PART OF BLOCK 2 IN ORIGINAL T(W) 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 DATUM, 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 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 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT OF THE NORTH LINE OF SAID CHICAGO RIVER, 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 DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECOLDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944 MADE BY AND BETWEEN, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1986 AND KNOWN 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 88384561 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 10339 AND JDC CHICAGO INC., LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339 AND JDC CHICAGO

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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 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO PAVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, 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 CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE 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 NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING;

AND

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 THE ABOVE 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 1 AND 8 IN SAID BLOCK 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 (N) EAST LINE OF NORTH CLARK STREET, THENCE NORTH ALONG SAID LINE A DISTANCE OF 3.05.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH 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 LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, 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 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 RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, 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 CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCUPTE 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 NORTH DEARBORN STREET A DISTANCE OF 211.60 FEET TO THE POINT OF BEGINNING;

AND

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 ABOVE THE HORIZONTAL PLANE +60.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WLST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 6 IN SAID BLOCK 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 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 135.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST 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 GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT 88384566 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE 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

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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; THENCF WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET, OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NOI'TH CLARK STREET, OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NOI'TH 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 RECORDED 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 PROPERTIES 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 11. SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIA, 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 8 IN SAID BLOC 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90 DEGREES EAST A DISTANCE OF 135.02 FLET TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL. 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 O DEGREES WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0 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 0 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 OF 2.02 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NUMBER 17-09-409-006-0000, VOLUME 501.

321 NC. CHICAGO,

COLONIA COLO PROPERTY ADDRESS: 321 NORTH CLARK STREET