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**MARINA CITY COMPLEX
CHICAGO, ILLINOIS**

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

BY AND AMONG

MARINA CITY HOTEL ENTERPRISES, L.L.C.
An Illinois limited liability company

and

MARINA TOWERS CONDOMINIUM ASSOCIATION
An Illinois not-for-profit corporation

and

HOB MARINA CITY PARTNERS, L.P.
A Delaware limited partnership

4/15

**THIS INSTRUMENT WAS PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:**

Jeffrey N. Owen, Esq.
Piper Rudnick
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
Box 416

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PREAMBLE	3
1.1 Recitals.....	3
ARTICLE 2 DEFINITIONS	3
2.1 Definitions.....	3
2.2 Construing Various Words and Phrases	13
ARTICLE 3 GRANT OF EASEMENTS	13
3.1 Definition and Documentation.....	13
3.2 General Easements.....	15
3.3 Specific Easements Benefiting the Condominium Property.....	16
3.4 Easement for Use of Certain Easement Areas and Facilities.....	23
ARTICLE 4 PARKING PRIVILEGES	25
4.1 Unit Owner Parking Privileges	25
4.2 MTCA Staff and Condominium Property Contractors.....	26
4.3 Temporary Parking/Access/Unloading	27
ARTICLE 5 RESTRICTIONS	28
5.1 Development Restrictions.....	28
ARTICLE 6 STRUCTURAL SUPPORT	29
6.1 Structural Support.....	29
ARTICLE 7 COMPLIANCE WITH LAWS; LIENS	30
7.1 Compliance with Laws.....	30
7.2 Liens.....	30
ARTICLE 8 INSURANCE	31
8.1 Insurance.....	31
ARTICLE 9 MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION	32
9.1 Maintenance and Repair.....	32
9.2 Damages to the Improvements.....	32
ARTICLE 10 DEFAULT	34
10.1 Liens, Debts and Remedies	34
10.2 Attorneys' Fees	35
10.3 Emergency Situations	35
ARTICLE 11 SHARING EXPENSES OF MAINTENANCE, REPAIR AND REPLACEMENT	36
11.1 Sharing Expenses of Maintenance, Repair and Replacement.....	36
ARTICLE 12 RELOCATION OF EASEMENTS	43
12.1 Relocation of Easements; Restoration and Related Rights; Encroachments	43

<u>Article</u>	<u>Page</u>
ARTICLE 13 AUTHORITY OF MTCA	45
13.1 Effect of Submission of Lots 1 and 2 to Condominium Property Act.....	45
ARTICLE 14 ADDITIONAL AGREEMENTS REGARDING USE AND OCCUPANCY	45
14.1 Noise.....	45
14.2 Lighting and Security.....	46
14.3 Liaison Representatives.....	46
14.4 Political Covenant.....	47
ARTICLE 15 UNAVOIDABLE DELAY	47
15.1 Unavoidable Delay.....	47
ARTICLE 16 ESTOPPEL CERTIFICATIONS	47
16.1 Estoppel Certificate.....	47
ARTICLE 17 NOTICE	48
17.1 Notice to Parties; Cure.....	48
ARTICLE 18 LIMITATION OF LIABILITY	50
18.1 Limitation of Liability.....	50
ARTICLE 19 DISPUTE MEDIATION	50
19.1 Dispute Mediation Procedure.....	50
ARTICLE 20 GENERAL	51
20.1 Severability.....	51
20.2 Headings.....	51
20.3 Supplements.....	51
20.4 Interpretation.....	52
20.5 Several Liability.....	53
20.6 Counterparts.....	54
20.7 Authority.....	54
20.8 Binding.....	54

Exhibits

- Exhibit A - Legal Description of the Marina City Complex
- Exhibit A-1 - Diagram of the Marina City Complex
- Exhibit B - Legal Description of the Hotel/Commercial Parcel
- Exhibit B-1 - Diagram of the Hotel/Commercial Parcel
- Exhibit C - Legal Description of the Condominium Parcel
- Exhibit C-1 - Diagram of the Condominium Parcel
- Exhibit D - Legal Description of the House of Blues Parcel
- Exhibit D-1 - Diagram of the House of Blues Parcel
- Exhibit E - Individual Marina City Condominium Unit Permanent Real Estate Numbers
- Exhibit F - Marina City Complex Plans Showing Common Area Condominium Easement Locations and other Granted Rights
- Exhibit G - Plan Showing Location of Circular Area
- Exhibit H - List of 19th Floor Facilities Serving the Condominium Property
- Exhibit I - Diagram of Location of Marina Level Association Parking Lot
- Exhibit J - Diagram of the Hotel/Commercial Garage
- Exhibit K - List of MTCA Receivables
- Exhibit L - Rules and Regulations and Terms and Conditions for Condominium Space
- Exhibit M - Parking Space Relocation Area
- Exhibit N - Intentionally Deleted
- Exhibit O - Calculation of Square Footage and Rent for Condominium Office and Condominium Meeting Room

MARINA CITY COMPLEX

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Second Amended Operating Agreement") is made and entered into as of this 9th day of April, 2003 (the "Effective Date"), by and among **MARINA CITY HOTEL ENTERPRISES, L.L.C.**, an Illinois limited liability company ("Hotel/Commercial Owner"), **MARINA TOWERS CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation ("MTCA" or "Condominium Association") and **HOB MARINA CITY PARTNERS, L.P.**, a Delaware limited partnership ("House of Blues Owner").

RECITALS:

A. On or about November 9, 1977, Amalgamated Trust & Savings Bank, not individually, but in its capacity as Trustee under Trust Agreement No. 300, executed a certain instrument (herein referred to as the "Original Operating Agreement") which was then recorded on December 15, 1977 with the Recorder of Deeds of Cook County, Illinois as Document No. 24238691, entitled "Grants and Reservation of Easements Pertaining to Harper's Resubdivision (called 'Subdivision' herein) of Part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and of a Part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with Parts of Certain Vacated Streets and Alleys Lying Within and Adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois". The Original Operating Agreement affected the real estate described in Exhibit A attached hereto and made a part hereof, commonly known as Marina City, 300 North State Street, Chicago, Cook County, Illinois. Amalgamated Trust & Savings Bank, not individually, but in its capacity as Trustee under Trust No. 300 is identified as the "Grantor" in the Original Operating Agreement.

B. The project governed by the Original Operating Agreement consisted of (i) two sixty (60) story towers, each with sixteen (16) levels of parking and forty (40) stories of residential condominium units; (ii) a movie theater; (iii) a commercial building used for offices, a bowling alley and space for other commercial uses; (iv) a marina located on the Chicago River; and (v) various driveways, service drives, stairways, loading docks, vertical transportation, storage areas, freight elevators and related service facilities supporting the project. All of these improvements, as redeveloped, renovated, reconfigured and improved by subsequent owners, are generally referred to in this Second Amended Operating Agreement as the "Marina City Complex Improvements", and the project is referred to as the "Marina City Complex" or the "Complex".

C. The Marina City Complex Improvements are located within four (4) parcels of real estate created by a Plat of Subdivision consisting of four (4) sheets, recorded December 15, 1977 with the Recorder of Deeds of Cook County, Illinois as Document No. 24238690. Lots 1 and 2 were submitted to the Illinois Condominium Property Act by a Declaration of Condominium Ownership for the Marina Towers Condominium Association, recorded December 5, 1977 with the Recorder of Deeds of Cook County, Illinois as

Document No. 24238692, as amended (the "Condominium Declaration"). At that time, ownership of Lots 3 and 4 remained with the Grantor.

D. The successor in interest to Grantor with respect to the commercial portions of the Project, Marina City Associates, a Texas limited partnership and E. Trine Starnes, an individual, were subjected to petitions for reorganization under the Federal Bankruptcy Act pursuant to cases known as Ilene F. Goldstein, Trustee of the Estate of Marina City Associates, Case No. 8813-17840, United States Bankruptcy Court for the Northern District of Illinois, Eastern Division and Gary J. Knostman, Trustee of the Estate of Ellison T. Starnes, Jr. and Kathryn E. Starnes, Case No. 88-08100-H2-7, United States Bankruptcy Court for the Southern District of Texas, Houston Division (collectively, the "Marina City Associates Bankruptcy Estates"). In November of 1994, Niki Development Corp, an Illinois corporation, through its land trust nominee, American National Bank and Trust Company of Chicago, as Trustee under Trust No. 118880-05 ("ANB Trust No. 118880-05"), acquired the commercial portions of the Project from the Marina City Associates Bankruptcy Estates, with the intention of redevelopment.

E. On December 13, 1995, the MTCA and Niki Development Corp. entered into an agreement resolving various issues which had arisen between the MTCA and Niki in connection with the ongoing redevelopment of the commercial portions of the Marina City Complex (the "Settlement Agreement"). ANB Trust No. 118880-05 and the MTCA entered into an Amended and Restated Operating Agreement dated July 31, 1996 which was recorded August 26, 1996 with the Recorder of Deeds of Cook County, Illinois as Document Number 96653092 (the "Amended Operating Agreement"). The Amended Operating Agreement modified and supplemented the Original Operating Agreement, and implemented provisions of the Settlement Agreement, but did not replace the Original Operating Agreement or the Settlement Agreement in its entirety.

F. In August of 1996, the House of Blues Owner acquired ownership of the House of Blues Property. In January, 1997, the Hotel/Commercial Owner acquired ownership of the Hotel/Commercial Property.

G. On December 22, 1998, the MTCA and the Hotel/Commercial Owner entered into an agreement (the "Memorandum of Understanding") which addressed certain issues arising from the redevelopment of the House of Blues Property and the Hotel/Commercial Property.

H. The MTCA, the Hotel/Commercial Owner and the House of Blues Owner desire to amend and restate the Amended Operating Agreement to settle and resolve certain remaining residual disputes and issues including, without limitation, reimbursement by the MTCA of amounts due the Hotel/Commercial Owner for CAM and Capital Expenditures made by the Hotel/Commercial Owner for improvements to the Common Easement Areas of the Complex, completion of certain work required by the Amended Operating Agreement, the Settlement Agreement and the Memorandum of Understanding, granting to the Condominium Property exclusive use of certain rooms and areas located in the commercial portion of the Complex and concluding one agreement with one set of Exhibits controlling the rights and obligations of these parties with respect to each other concerning the Condominium Property and other portions of the Complex. To accomplish these purposes and other objectives, the parties have decided to

amend, restate and replace, in their entirety, the Original Operating Agreement, the Settlement Agreement, the Amended Operating Agreement and the Memorandum of Understanding with this Second Amended Operating Agreement.

NOW, THEREFORE, for and in consideration of the circumstances and conditions described in the Recitals, the mutual promises made in this Second Amended Operating Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, for themselves, their successors in interest and assigns, intending to be legally bound, amend, restate and replace in their entirety: (i) the Original Operating Agreement; (ii) the Settlement Agreement; (iii) the Amended Operating Agreement; and (iv) the Memorandum of Understanding, as of the Effective Date, with the terms, covenants, conditions, restrictions and easements contained in this Second Amended Operating Agreement so that rights and obligations as between these three parties with respect to the Complex are governed solely by this Second Amended Operating Agreement as opposed to the agreements described in (i) through (iv) above.

ARTICLE 1 **PREAMBLE**

1.1 **Recitals**. The Recitals set forth above are by this reference incorporated into, and made a part of, this Second Amended Operating Agreement. Defined terms used in the Recitals shall have the meanings prescribed in Article 2 or as defined in the Recitals, if not defined in Article 2.

ARTICLE 2 **DEFINITIONS**

2.1 **Definitions**. Whenever used in this Second Amended Operating Agreement, the following terms shall have the meaning specified below:

“**Act**” – shall mean the Condominium Property Act of the State of Illinois, in effect as of the date hereof, as the same may be amended from time to time.

“**Affiliate**” – shall mean an entity controlling, controlled by or under common control with the entity in question. “**Control**” shall mean the power to affect the policies and day-to-day management of the entity in question.

“**Amended Operating Agreement**” – shall mean the Amended and Restated Operating Agreement dated July 31, 1996 recorded on August 16, 1996 with the Recorder of Deeds of Cook County, Illinois as Document No. 96653092.

“**CCD**” – shall mean the Chicago City Datum, which is a fixed benchmark used by surveyors surveying property in Chicago, Illinois as a reference point to establish elevations, and is used in the Plat of Subdivision.

“**Capital Expenditures**” – shall mean expenditures made to replace an improvement, including those located within the Common Easement Areas, which from time to time require

replacement in the ordinary course (such as carpeting, light fixtures, driveway resurfacing, building systems and other Facilities and improvements) and which are required by generally accepted accounting principles to be capitalized rather than expensed.

“Circular Area” – shall mean that certain area located on the Marina Level, adjacent to several chained columns located south of the base of the East Tower, between the East Tower and the boat marina dock, as more clearly delineated on Exhibit G attached hereto and made a part hereof.

“City” – shall mean the City of Chicago, Illinois, a municipal corporation.

“Commercial Owner’s REA” - shall mean that certain Reciprocal Development, Operating and Easement Agreement, originally dated January 29, 1996, by and between HOB Marina City Partners and Niki Development Corp., as later joined in by MCHE, and amended by three amendments, the last dated July 11, 1997, governing the interrelationship between the House of Blues Property and the Hotel/Commercial Property.

“Common Area Maintenance” or **“CAM”** – shall mean all Expenses incurred in connection with the ownership, Maintenance, use and operation of the Common Easement Areas of the Marina City Complex. Common Area Maintenance shall include Capital Expenditures made in connection with the Common Easement Areas, but shall exclude tenant improvement costs and costs incurred primarily for the benefit of a specific identifiable Occupant or group of Occupants.

“Common Easement Areas” – shall mean those areas of the Marina City Complex shown and delineated on Sheets F-2, F-4, F-6 and F-8 of the Marina City Complex Plans, intended for use in common by other Complex Owners, Occupants and Permittees, as these areas may be changed or modified from time to time pursuant to Article 12.

“Concourse Level” – shall mean that part of the Marina City Complex formerly known as the Street Level, as delineated and identified on Sheet F-6 of the Marina City Complex Plans. The Concourse Level is located within the vertical and horizontal boundaries shown on the Plat of Subdivision as the “Street Level,” and has a floor elevation of approximately +22.00 CCD.

“Condominium Declaration” - as defined in Preamble C.

“Condominium Exclusive Easements” or **“Exclusive Condominium Easement Areas or Area”** – shall mean the following easements or easement areas granted to the MTCA and the Unit Owners, as provided in Article 3, located in the Hotel/Commercial Property, as shown on and so delineated on the Marina City Complex Plans, which are intended for the exclusive use and benefit of the MTCA and the Unit Owners, subject to certain rights reserved by the other Owners, as more fully provided in Article 3 and elsewhere in this Second Amended Operating Agreement (each easement defined below shall also constitute a defined term, for purposes of this Second Amended Operating Agreement):

(1) The elevator shaft, elevator machine room, elevator pit [extending beneath the Marina Level to -5.00 CCD)], stairs, stairway, hallway, corridor and core and the Facilities serving these areas, extending from the Marina Level through the Plaza Level and continuing on from the Plaza Level through the nineteenth (19th) floor of each Tower (the "**Tower Service Core**" or the "**Tower Service Cores**"), all as shown on Sheets F-1, F-3, F-5, F-7 and F-9 of the Marina City Complex Plans. The Tower Service Core serving the West Tower is referred to in this Second Amended Operating Agreement and on the Marina City Complex Plans as the **Tower Service Core (West Tower)** and the one serving the East Tower is defined and referred to as the **Tower Service Core (East Tower)**.

(2) Mailboxes and the mailbox room area located in the Concourse Level (the "**Mailbox Easement**"); as shown on Sheet F-5 of the Marina City Complex Plans.

(3) The lobby area, and Facilities exclusively serving this space, shown on the Marina City Complex Plans used as a lobby for residents of the East Tower at the Concourse Level (the "**East Residential Lobby Easement**"), as shown on Sheet F-5 of the Marina City Complex Plans.

(4) The lobby area, and Facilities exclusively serving this space, shown on the Marina City Complex Plans used as a lobby for residents of the West Tower at the Concourse Level the "**West Residential Lobby Easement**"), as shown on Sheet F-5 of the Marina City Complex Plans.

(5) The area and Facilities exclusively used for the collection and disposal of garbage generated by East Tower Condominium Residents (and their Permittees) including the garbage chutes, dumpsters, compactor and related trash and scavenger Facilities located at the base of the East Tower at the Marina Level [the "**Garbage Easement Area (East Tower)**"], as shown on Sheet F-1 of the Marina City Complex Plans.

(6) The area and Facilities exclusively used for the collection and disposal of garbage generated by West Tower Condominium Residents (and their Permittees) including the garbage chutes, dumpsters, compactor and related trash and scavenger Facilities located at the base of the West Tower at the Marina Level [the "**Garbage Easement Area (West Tower)**"], as shown on Sheet F-1 of the Marina City Complex Plans.

(7) The area and Facilities exclusively serving this area, used and occupied by the maintenance staff and building engineers of the Condominium Property, located on the Marina Mezzanine Level, including the abandoned women's locker room (the "**Condominium Janitor Quarters**"), as shown on Sheet F-3 of the Marina City Complex.

"**Condominium Exclusive Use Areas**" - shall mean the following space or areas located in the Hotel/Commercial Property, to which the right of exclusive use and occupancy has been

granted to the MTCA and the Unit Owners as provided in Article 3, as shown on and delineated on the Marina City Complex Plans, subject to certain rights reserved by the other Owners, as more fully provided in Article 3 and elsewhere in the Second Amended Operating Agreement (each such right to use and occupy defined below shall also constitute a defined term, for purposes of this Second Amended Operating Agreement):

(1) The office space, and Facilities exclusively serving this space, used and occupied as a management office by the MTCA located on the Concourse Level (the **"Condominium Office"**), as shown on Sheet F-5 of the Marina City Complex Plans.

(2) The meeting room space, and Facilities exclusively serving this space, used and occupied by the MTCA, Condominium Residents and their respective Permittees, as a meeting room and place to hold Condominium functions, located on the Concourse Level (the **"Condominium Meeting Room"**), as shown on Sheet F-5 of the Marina City Complex Plans.

(3) The room and Facilities exclusively serving this room, used and occupied as a package receiving and storage room, for collection and delivery of packages to Unit Owners and Condominium Residents, located on the Concourse Level and the Marina Level (the **"Condominium Package Room"**), as shown on Sheets F-1 and F-5 of the Marina City Complex Plans.

(4) The elevator serving the Condominium Package Room, operating between the Marina Level and the Concourse Level, together with the corridor located on the Marina Level providing access to the elevator serving the Condominium Package Room, (**"Package Room Service Elevator"**), as shown on Sheets F-1 and F-5 of the Marina City Complex Plans.

"Condominium Improvements" – shall mean all Improvements located upon and within the Condominium Parcel.

"Condominium Parcel" – shall mean the parcel of real estate legally described on Exhibit C attached hereto and made a part hereof.

"Condominium Property" – shall mean, collectively, the Condominium Improvements and the Condominium Parcel.

"Condominium Resident" – shall mean a Unit Owner living in his/her Unit, or an Occupant of such Unit.

"Condominium Trash Disposal Area" – shall mean, collectively, the Garbage Easement Area (East Tower) and the Garbage Easement Area (West Tower).

"Consumer Price Index" – shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, Chicago, Gary, Lake County, IL-IN-WI All Items (Base Year 1982-4 = 100) for the applicable month published by the Bureau of Labor Statistics of the United

States Department of Labor or similar index agreed to by the MTCA, the Hotel/Commercial Owner and the House of Blues Owner, if such index is no longer available.

“Creditor Owner” – shall mean an Owner (A) to whom payment of money or other duty or obligation is owed under this Second Amended Operating Agreement by another Owner who has failed to make such payment or to perform such duty or obligation as and when required by this Second Amended Operating Agreement or (B) who has exercised any self-help remedy provided for in this Second Amended Operating Agreement. (An Owner may be a Creditor Owner notwithstanding that the term “Creditor Owner” is not specifically stated in a particular provision of this Second Amended Operating Agreement.)

“Default Interest Rate” - shall mean the annual rate of interest imposed in the event of a default under this Second Amended Operating Agreement, as defined in Section 10.1.

“Defaulting Owner” – shall mean an Owner who has failed to perform any of its duties or obligations as and when required under this Second Amended Operating Agreement or to make payment of money owed under this Second Amended Operating Agreement to another Owner. (An Owner may be a Defaulting Owner notwithstanding that the term “Defaulting Owner” is not specifically stated in a particular provision of this Second Amended Operating Agreement.)

“Easements” – shall mean all easements confirmed, declared, granted or created pursuant to the terms and provisions of this Second Amended Operating Agreement.

“Effective Date” – shall mean the date specified in the Preamble on Page 1 of this Second Amended Operating Agreement.

“Electrical Switchgear Room” – shall mean the room, and the Facilities exclusively serving such room, located at the northwest side of the East Tower on the Marina Level, and shown on Sheet F-1 of the Marina City Complex Plans, in which are housed panel boards, meters and switchgear equipment for electrical service serving portions of the Hotel/Commercial Property, the House of Blues Property and the Condominium Property.

“Emergency” or “Emergency Situation” – shall mean a situation (i) impairing or imminently likely to impair Structural Support of the Improvements; (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Improvements or any property in, on, under, within, upon or about the Improvements; (iii) causing or imminently likely to cause substantial economic loss to an Owner; or (iv) substantially disrupting or imminently likely to substantially disrupt business operations in the House of Blues Improvements or the Hotel/Commercial Improvements or the use of the Condominium Property or the Condominium Exclusive Easement Areas or Condominium Exclusive Use Areas for their respective intended purposes. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

“Equivalent Dollars” - shall mean the equivalent purchasing power at any time of the value of the same number of U.S. Dollars in calendar year 2003. The 2003 equivalent dollars of

any amount shall be determined by multiplying said amount by one (1) plus a fraction (but not less than zero), expressed as a percentage, the numerator of which is the positive difference obtained by subtracting (x) the Consumer Price Index for January, 2003 from (y), the monthly Consumer Price Index last published prior to the date of such determination, and the denominator of which is the Consumer Price Index for January, 2003.

“Estoppel Certificate” – as defined in Article 16.

“Expenses” – shall mean all costs and expenses incurred in connection with owning, operating, using, occupying, managing, altering, performing Maintenance, restoring and replacing any portion of the Improvements and/or Facilities in the Complex which a Party performs or incurs, including, without limitation, all costs and expenses incurred in connection with the Common Area Easement Areas. Expenses shall include Capital Expenditures.

“Facilities” – shall mean any facilities, fixtures, machinery and equipment, including annunciators, antennae, boilers, boxes, brackets, cabinets, cables, chillers, closets (for facilities and risers), coils, computers, conduits, controls, control centers, condensers, couplers, devices, dry valves, ducts, equipment (including, without limitation, heating, ventilating, air conditioning and plumbing equipment), fans, fixtures, generators, hangers, heat traces, indicators, junctions, lines, light fixtures, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, sprinklers, starters, steam heating systems (including steam and condensate supply and return risers), switches, switchboards, systems, tanks, telecommunication equipment, transformers, vacuum pipe valves, valves, wiring, and the like used in providing services from time to time in or to any part of the Complex, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, drainage, electric, elevator, exhaust, heating, lightning protection, microwave signals, natural gas, plumbing, radio, recording, sanitary, storm water, security, sensing, telephone, telecommunication, television, transportation, ventilation and water service, and any replacements of or additions to any of the items described in this paragraph.

“Grantor” – as defined in Preamble A.

“HOB Marina City Partners, L.P., “ or “HOB Marina City Partners” – shall mean HOB Marina City Partners, L.P., a Delaware limited partnership.

“Hotel” – shall mean the full service hotel with related meeting rooms, bar, restaurants, signage, service facilities and amenities, located within the Hotel/Commercial Property, currently operated under the trade name “House of Blues Hotel, a Loews Hotel”.

“Hotel/Commercial Garage” – shall mean the parking garage described in Recital B and more fully delineated on Exhibit J attached hereto and made part hereof, owned by the Hotel/Commercial Owner.

“Hotel/Commercial Improvements” – shall mean the Improvements located upon and within the Hotel/Commercial Parcel of the Marina City Complex.

“Hotel/Commercial Owner” – shall mean Marina City Hotel Enterprises and/or the person or persons or entity or entities (excluding Occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of the Hotel/Commercial Property.

“Hotel/Commercial Parcel” – shall mean the parcels of real estate legally described on Exhibit B attached hereto.

“Hotel/Commercial Property” – shall mean, collectively, the Hotel/Commercial Parcel and the Hotel/Commercial Improvements.

“Hotel/Commercial Space” – shall mean the commercial space located within the Hotel/Commercial Improvements, a portion of which may be leased to commercial tenants.

“House of Blues” – shall mean the theater, sound stages, restaurant and bar, together with related signage, service facilities and amenities, located on the House of Blues Parcel, currently operated under the trade name “House of Blues”.

“House of Blues Improvements” – shall mean the Improvements located upon and within the House of Blues Parcel.

“House of Blues Owner” - shall mean HOB Marina City Partners and/or the person or persons or entity or entities (excluding Occupants or tenants and the holders of any mortgage) whose estates or interests, individually or collectively, aggregate, from time-to-time, fee simple ownership of the House of Blues Property.

“House of Blues Parcel”. – shall mean the parcels of real estate legally described on Exhibit D.

“House of Blues Property” – shall mean, collectively, the House of Blues Parcel and the House of Blues Improvements.

“Impacted Owner” – as defined in Section 7.2.

“Improvements” – shall mean all buildings, structures, fixtures and other improvements located on or within a Parcel.

“Law or Laws” – shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any later time may be applicable to the Complex, or any parts thereof.

“Liaison Representatives” - shall mean the representatives of the Owners described in Section 14.3.

“Liening Owner” – as defined in Section 7.2.

“Lot” – shall mean a Lot delineated on the Plat of Subdivision.

“Maintenance” or **“Maintain”** – shall mean the operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation, restoration, reconstruction and replacement when necessary or desirable of Improvements or Facilities but in all cases, to keep such Improvements or Facilities in good condition and repair and to prevent waste and to function in compliance with applicable Laws. A party obligated to perform Maintenance shall have the right of access to and the right to remove from the Complex portions of Improvements or Facilities which it owns (or if not owned, with the consent of the Owner), for any of the purposes stated in the preceding sentence, using reasonable efforts to minimize damage caused by the Maintenance activities, subject, however, to any limitations set forth elsewhere in this Second Amended Operating Agreement. The cost of performing Maintenance shall include the cost of utilities consumed in connection with the Maintenance.

“Marina City Associates Bankruptcy Estates” - as defined in Preamble D.

“Marina City Complex” or **“Complex”** – shall mean all of the land and space legally described on Exhibit A attached hereto and made a part hereof, including all Improvements located thereon, as more fully described in Recital B.

“Marina City Complex Plans” - shall mean the space plans attached hereto as Exhibit F and made a part hereof, delineating certain areas for which Easements and other rights, licenses and obligations are confirmed or created by this Second Amended Operating Agreement.

“Marina City Hotel Enterprises” or **“MCHE”** – shall mean Marina City Hotel Enterprises, L.L.C., an Illinois limited liability company.

“Marina Level” – shall mean that part of the Marina City Complex so delineated and identified on Sheets F-1 and F-2 of the Marina City Complex Plans. The Marina Level is located within the vertical and horizontal boundaries shown on the Plat of Subdivision as the “Marina Level”, and has a floor elevation of approximately +5.00 CCD.

“Marina Level Association Parking Lot” – the area shown on Exhibit I, solely for use for parking by MTCA employees, and contractors and vendors performing work in the Condominium Property, or making deliveries to Condominium Residents, as more fully defined and described in Section 4.2.

“Marina Mezzanine Level” – shall mean that part of the Marina City Complex so delineated and identified on Sheets F-3 and F-4 of the Marina City Complex Plans. The Marina Mezzanine Level is located within the vertical and horizontal boundaries shown on the Plat of Subdivision as the “Marina Mezzanine Level”, and has a floor elevation of approximately +13.50 CCD.

“Marina Towers Condominium Association” or **“MTCA”** or **“Association”** or **“Condominium Association”** – shall mean the Marina Towers Condominium Association, an Illinois not-for-profit corporation.

“MTCA Freight Elevator” or **“MTCA Freight Elevator (East Tower)”** or **“MTCA Freight Elevator (West Tower)”** – the freight elevators serving the Marina Level and the particular Tower in which it is located, as shown on Sheet F-1 of the Marina Complex Plans.

“19th Floor Condominium Facilities” – as defined in Section 3.4(f) and listed on Exhibit H.

“Occupants” – shall mean any Person from time to time entitled to the use and occupancy of any portion of the Complex as an Owner or under any lease, sublease, license, management, operator, concession or other legal use or occupancy agreement, excluding, however, any Permittees.

“Operating Agreement” or **“1977 Operating Agreement”** or **“Original Operating Agreement”** shall mean the Operating Agreement dated November 9, 1977 and recorded December 15, 1977 with the Recorder of Deeds of Cook County, Illinois as Document No. 24238691.

“Owners” – shall mean the Hotel/Commercial Owner, the MTCA, and the House of Blues Owner, or any of them.

“Parcel(s)” – shall mean the Hotel/Commercial Parcel, the Condominium Parcel or the House of Blues Parcel, or all of them.

“Permittees” – shall mean the officers, directors, members, employees, agents, contractors, customers, vendors, suppliers, visitors, patrons, guests, invitees, licensees, subtenants and concessionaires of an Owner or an Occupant insofar as their activities relate to the intended development, ownership, Maintenance, use and occupancy of the Marina City Complex.

“Person” – shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, land trust or any other form of business or not-for-profit organization or governmental entity.

“Plat of Subdivision” or **“1977 Plat of Subdivision”** or **“Plat”** or **“Subdivision”** – shall mean the Plat of Subdivision consisting of four (4) sheets recorded with the Recorder of Cook County, Illinois on December 15, 1977 as Document 24238690.

“Plaza Level” – shall mean and refer to that part of the Marina City Complex formerly known as the Bridge Level, as delineated and identified on Sheets F-7 and F-8 of the Marina City Complex Plans. The Plaza Level is located within the vertical and horizontal boundaries shown on the Plat of Subdivision as the “Bridge Level”, and has a grade elevation of approximately +33.00 CCD.

“Property”- shall mean and refer to, collectively, the House of Blues Property, the Hotel/Commercial Property and the Condominium Property.

“Railway Easement” – shall mean that certain easement for rail transportation reserved to the Chicago and Northwestern Railway Company, its successors and assigns, by Deed

No. 68789 recorded with the Recorder on December 23, 1959 as Document No. 17742214 over vacated Carroll Avenue together with property adjoining vacated Carroll Avenue, which is owned by the Hotel/Commercial Owner.

“Recorder” – shall mean the Recorder of Deeds of Cook County, Illinois.

“Resident’s Lane” – as defined in Section 4.3(a).

“Rules and Regulations” – shall mean the Rules and Regulations attached hereto as Exhibit L and made a part hereof, generally governing the use of the Common Easement Areas by Owners, Occupants and Permittees, and other specified areas of the Complex, as set forth in Exhibit L.

“Settlement Agreement” – shall mean that certain Settlement Agreement dated December 13, 1995 by and between Marina Towers Condominium Association and Niki Development Corp. concerning the Marina City Complex.

“Structural Supports” – shall mean all construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for the structural integrity of any portion of an Improvement.

“Taxes” – shall mean and include all (i) governmental impositions levied and assessed by all governmental authorities against the Parcels and Improvements comprising the Complex, including general real estate taxes, assessments and fees assessed by the Cook County Assessor and tax bills levied by the Cook County Treasurer, or any tax or imposition payable in lieu of general real estate taxes; (ii) all sewer, water, transit and other taxes and charges; and (iii) all costs and fees (including but not limited to attorneys’ fees) incurred by an Owner in contesting, negotiating or attempting to contest or negotiate with public authorities with respect to either of items (i) and/or (ii) above, provided that such costs shall not exceed the amount of savings derived therefrom, except for reasonable appraisal costs.

“Temporary Unloading Space” – as defined in Section 4.3(b)

“Tower” or **“Towers”** – shall refer to the two sixty (60) story towers shown on the Plat of Subdivision located in the Complex, with the Condominium Property located in Lots 1 and 2. The **“East Tower”** shall refer to the Tower located in the eastern portion of the Complex, within portions of Lots 2 and 3; the **“West Tower”** shall refer to the Tower located in the western portion of the Complex, adjacent to the House of Blues, within portions of Lots 1 and 3.

“Unavoidable Delay” – as defined in Article 15.

“Unit” – shall mean any portion of the Condominium Property described as a “Unit” in the Condominium Declaration.

“Unit Owner” – shall mean the person or persons, entity or entities whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit Ownership.

“Unit Ownership” – shall mean any portion of the Condominium Property consisting of one or more units and the undivided interest in the common elements attributable thereto.

“Utility Company” – shall mean any Person, including governmental bodies, furnishing water, chilled water, electricity, sewer, gas, steam, telephone or network television, cable television, satellite equipment and microwave signals or internet service or other services or materials generally known as utilities.

“Vertical Transportation Center” – shall mean that area depicted on Sheets F-2, F-4, F-6 and F-8 of the Marina City Complex Plans as the “Vertical Transportation Center”, providing an enclosed means of pedestrian ingress and egress to, from and between the Plaza Level, the Concourse Level and the Marina Level, including escalators, stairs, an elevator, a cashier’s station and a hiker’s station, together with all related and ancillary Facilities and amenities in existence from time to time serving the Vertical Transportation Center.

“West Tower Corridor” – shall mean the corridor located at the base of the West Tower in the Hotel/Commercial Property, as shown on Sheet F-2 of the Marina City Complex Plans, providing access on a non-exclusive basis to the Tower Service Core (West Tower), for the non-exclusive use by the MTCA and the Unit Owners, for their benefit and for the benefit of their respective Permittees.

2.2 **Construing Various Words and Phrases.** Wherever it is provided in this Second Amended Operating Agreement that a party “may” perform an act or do anything, it shall be construed that party “may, but shall not be obligated to,” so perform or so do. The following words and phrases shall be construed as follows: (i) “At any time” shall be construed as “at any time or from time to time;” (ii) “Any” shall be construed as “any and all;” (iii) “Including” shall be construed as “including but not limited to;” and (iv) “Will” and “shall” shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Section numbers or letters shall refer to Articles and Sections of this Second Amended Operating Agreement and all references to Exhibits or Appendices shall refer to the Exhibits and Appendices attached to this Second Amended Operating Agreement. The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to this Second Amended Operating Agreement as a whole and not to any particular Section or subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require.

ARTICLE 3 **GRANT OF EASEMENTS**

3.1 **Definition and Documentation.** This Section 3.1 sets forth rules of interpretation and implementation respecting the easements, rights and licenses, and the terms and conditions thereof, granted in this Article 3 for the respective periods set forth with respect to each such easement or right or license. As used in this Article:

(a) A party granting or confirming an easement or right or license may be referred to as the "grantor" thereof, it being intended that the grant shall thereby bind and include not only such party but its successors and assigns as well; and

(b) A party to which an easement or right or license is granted or confirmed may be referred to as the "grantee" thereof, it being intended that the grant shall benefit and include not only such party but its successors and assigns as well; and

(c) The word "in", in respect of an easement or right or license grant "in" a particular parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and/or "under".

As to the easements or rights (and, to the extent applicable, licenses) herein granted or confirmed:

(d) The grant or confirmation of a particular easement or right by a grantor shall bind and burden its respective owned or leased Property which shall, for the purpose of this Article, be deemed to be the servient tenement, but where only a portion thereof is bound and burdened by the particular easement, only that portion thereof so bound and burdened shall be deemed to be the servient tenement;

(e) The grant or confirmation of a particular easement or right to a grantee shall benefit its respective owned or leased Property which shall, for the purposes of this Article, be deemed to be the dominant tenement, but where only a portion thereof is so benefited, only that portion shall be deemed to be the dominant tenement.

(f) Intentionally deleted.

(g) Any exclusive Easement or exclusive right of use or exclusive license granted or confirmed under this Second Amended Operating Agreement shall in all events be subject to the concurrent use by the Owner of the servient estate as and only to the extent reasonably necessary for Maintenance of the property of the Owner of the servient estate, for the exercise of rights of self-help granted under this Second Amended Operating Agreement, and its rights under Article 9 or elsewhere in this Second Amended Operating Agreement and for other uses which do not unreasonably interfere with the exercise of the Easement, right or license granted.

(h) All easements, rights and licenses granted in this Article 3 shall exist by virtue of this Second Amended Operating Agreement without the necessity of confirmation by any other document; and likewise, upon the extinguishment, expiration or termination of any easement, right or license, in whole or in part, or its release in respect of all or any portion of any Property pursuant hereto, the same shall be extinguished or released or be deemed to have expired or terminated without the necessity of confirmation by any other document. However, such party will, as to any easement, right or license, at the request of any other Owner, upon the submission by the requesting party of an appropriate document in form and substance acceptable to both parties,

execute and acknowledge such a document memorializing the existence, or the extinguishment (in whole or in part), or the release in respect of all or any portion of any Property, as the case may be, of any easement, right or license.

3.2 **General Easements**. Each Owner, with respect to the portion of the Complex owned by it, grants to the other Owners, for their own benefit, and for the benefit of their respective Occupants and Permittees of the Complex, and confirms the existence of, the following easements, for use in common with the other Owners, and, to the extent applicable, their respective Occupants and Permittees, for the specified purpose:

(a) **Structure and Support**: An easement for structural support in and to all Structural Supports situated in, on and beneath any portion of the Marina City Complex, for the support of all structures and Improvements located from time to time on any portion of the Marina City Complex, including the Condominium Improvements.

(b) **Utilities**. An easement for the use, operation and Maintenance of all plumbing, drainage, electrical, gas, telephone, sewage, waste disposal, fire prevention, water, heating, cooling, ventilating, smoke shaft, mail distribution chutes, communication, exhaust, garbage disposal and other piping, lines, ducts, conduits, facilities and equipment of any nature whatsoever now or hereafter located in or upon any part of the Complex and serving or benefiting the Condominium Property, the Hotel/Commercial Property or the House of Blues Property.

(c) **Facilities**. An easement for the use, testing, operation, inspection and Maintenance of all Facilities owned by an Owner, or which services one portion of the Complex, which happen to be located in Property owned by a different Owner, or located within areas which are designated Condominium Exclusive Easement Areas or Condominium Exclusive Use Areas. Without limitation, the Hotel/Commercial Owner expressly reserves the right to use and to perform Maintenance to any fire and life/safety Facilities and domestic water Facilities located within any Condominium Exclusive Easement Areas or Condominium Exclusive Use Areas granted by this Second Amended Operating Agreement. In addition, the Hotel/Commercial Owner reserves the right to use the elevators, stairs and corridors located in both Tower Service Cores, to access and Maintain the dry valves and dry valve systems on the 4th, 7th, 10th, 13th and 19th levels of the Hotel/Commercial Garage.

(d) **Ingress and Egress**. A non-exclusive easement for ingress and egress to each Owner for Persons, material and equipment in, over, on, across and through such portions of the Property as are reasonably necessary to permit the use and operation or the Maintenance of (A) an Owner's Improvement, (B) any Facilities located in an Improvement which provide, or are necessary to provide, another Owner's Improvement with any utilities or other services necessary to the operation of the other Owner's Improvement and (C) any other areas as to which an Easement for use or Maintenance has been granted to the Owner. Such ingress and egress Easement shall be generally limited to paths of travel, entrances and exits which are currently being used for ingress and egress and shall be subject to the rights of Occupants under leases, licenses and/or

use and occupancy agreements and the Rules and Regulations. Ingress and egress easements may be relocated or modified pursuant to Article 12 of this Second Amended Operating Agreement.

3.3 **Specific Easements Benefiting the Condominium Property.**

(a) **Confirmation of Platted Easements.** The Hotel/Commercial Owner (and, to the extent applicable, the House of Blues Owner), hereby grants and confirms to the MTCA and to the Unit Owners, for themselves, and for the benefit of the Occupants of the Condominium Property and their respective Permittees, the following easements, for use in common with the Hotel/Commercial Owners, the House of Blues Owner and their respective Occupants and Permittees, from time to time:

(1) **Easement Areas Designated on Plat.** For entry upon and ingress and egress through the Tower Service Cores, originally shown on the Plat of Subdivision as the "Exclusive Easement Area" over, across and through the lobbies, hallways, passageways, stairs, elevators and elevator shafts located within the Tower Service Core, to and from the Condominium Property, for persons and the movement of material, equipment, furniture, furnishings and appliances to and from the Condominium Property, reserving, however, to the Hotel/Commercial Owner, the House of Blues Owner and their respective Occupants and Permittees from time to time the right to enter upon the corridors within the Plaza Level and Concourse Level within said Exclusive Easement Areas and to use the MTCA Freight Elevators in each Tower as may serve the Marina Level from time to time, together with access, ingress to and egress from the Marina Level. The right granted herein shall be subject to the restrictions on parking on the Marina Level contained in Section 3.4(c) and Article 4.

(2) **Elevators.** An easement for the use, testing, operation, inspection and Maintenance of elevator shafts, cabs, machinery, equipment and related Facilities used from time to time in connection with the area designated Exclusive Easement Areas D and E in the Plat of Subdivision and serving the Condominium Property, also known as Tower Service Core.

(3) **Easements in Recorded Instruments.** The right of access set forth in that certain Easement Agreement recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 29, 1965 as Document Number 19419417. This right of access is included within the grant of ingress and egress over the Common Easement Area, with cost of such use included within CAM paid by the MTCA. The Hotel/Commercial Owner and the House of Blues Owner represent that this is the only easement of record which benefits the MTCA and the Unit Owners and which binds the Hotel/Commercial Property and the House of Blues Property, respectively.

(b) **Ingress and Egress Through Common Easement Areas of the Project, West Tower Corridor and Vertical Transportation Center.**

(1) The Hotel/Commercial Owner hereby grants to the MTCA and the Unit Owners, for themselves, and for the benefit of their respective Occupants and Permittees, for use in common with the Hotel/Commercial Owner, the House of Blues Owner, and their respective Occupants and Permittees, an easement for entry upon and for ingress and egress to and from the Condominium (i) over, across and through the Common Easement Areas of the Complex; (ii) over, across and through the West Tower Corridor, to and from the Tower Service Core (West Tower); (iii) over, across, through and to use the Vertical Transportation Center; and (iv) during the period that such corridor exists, over, across and through the tunnel corridor located at the Concourse Level leading from the commercial lobby area of the Concourse Level to the lower level of the Hotel. The Hotel/Commercial Owner shall perform all Maintenance necessary to keep the Common Easement Areas and the Vertical Transportation Center in good order and repair, including replacements as necessary; the MTCA shall pay its proportionate share of CAM (including Capital Expenditures) for such Maintenance, as more fully specified in Article 11. The Hotel/Commercial Owner, at its sole cost and expense, shall perform all Maintenance necessary to keep the West Tower Corridor in good order and repair; no CAM or Capital Expenditures shall be charged the MTCA for the use of the West Tower Corridor. There shall be no use and occupancy fees and no Taxes charged the MTCA for the use of these areas.

(2) The MTCA acknowledges and agrees that the Circular Area is not included as part of the Common Easement Areas but in fact is solely owned by the Hotel/Commercial Owner as part of the Hotel/Commercial Property, and was at one time leased to the operator of the boat marina space. The MTCA, for itself, for all Unit Owners, and for their respective Occupants and Permittees, and their successors in interest, grantees and assigns, together with anyone claiming by, through or under any of these parties, acknowledge such sole ownership, right and interest to the exclusion of any other Owner.

(3) The Hotel/Commercial Owner has granted an access easement to the MTCA and the Unit Owners, as provided in Section 3.4(b)(1) above, to use the Vertical Transportation Center. The Hotel/Commercial Owner and the MTCA agree that the Vertical Transportation Center, which provides access between the Plaza Level, the Concourse Level and the Marina Level, shall serve as the primary means of access for Owners and their respective Occupants and Permittees to and from the commercial areas and spaces in the Complex, between these three levels of the Complex. The MTCA, the Hotel/Commercial Owner and the House of Blues Owner acknowledge that one of the Rules and Regulations for use of the Vertical Transportation Center is that contractors and vendors shall not use the Vertical Transportation Center elevators, to minimize damage to elevator cab walls. The Hotel/Commercial Owner shall use commercially reasonable efforts to

enforce this rule in a non-discriminatory manner. The MTCA and the Hotel/Commercial Owner further agree that the Occupants of the Hotel/Commercial Parcel and the House of Blues Parcel and their respective Permittees may continue to utilize the MTCA Freight Elevators in each Tower Service Core for ingress and egress and for deliveries among the Marina Level, the Concourse Level and the Plaza Level. The Hotel/Commercial Owner and the House of Blues Owner agree that the MTCA Freight Elevators shall be used only as auxiliary or emergency means of access during times that commercially reasonable access through the Vertical Transportation Center is not reasonably available.

(c) **Mailboxes.** The Hotel/Commercial Owner hereby grants to the MTCA, for the benefit of the Unit Owners and the Condominium Residents, for the exclusive use of the U.S. Postal Service, and its successors in interest, an easement in that part of the south end of the central lobby in the location shown on the Marina City Complex Plans as the Mailbox Easement, to maintain and use individual residential mailboxes for receiving and delivering mail to Condominium Residents. The Hotel/Commercial Owner may, at its own sole cost and expense, relocate the Mailbox Easement to the Mailbox Easement Relocation Area without the consent of the MTCA on the terms and conditions provided in Article 12. The MTCA, at its sole cost and expense, shall provide all Maintenance required to keep the Mailbox Easement in good condition and repair, including replacements, as necessary, and shall pay all Expenses incurred in connection with the use and operation of the Mailbox Easement. Except for these costs and expenses, which shall be paid by the MTCA, there shall be no use and occupancy fees, no CAM, and no Taxes charged for the use of this easement.

(d) **Exclusive Easements for the Condominium Property.**

(1) **East Residential Lobby.** The Hotel/Commercial Owner hereby grants to the MTCA and the Unit Owners, for their benefit and for the benefit of their respective Occupants and Permittees, an exclusive easement for the use and occupancy of the East Residential Lobby, as shown on the Marina City Complex Plans, as a sitting/reception area and a lobby. The MTCA hereby acknowledges that the Hotel/Commercial Owner has performed all obligations and paid all costs and expenses (including the cost of providing furniture) required of it under the Settlement Agreement, the Amended Operating Agreement and the Memorandum of Understanding, with respect to the East Residential Lobby, and that the MTCA has accepted the condition and possession thereof. The MTCA, at its sole cost and expense, shall provide all Maintenance required to keep the East Residential Lobby in good condition and repair, including replacements, as necessary, and shall pay all Expenses incurred in connection with the use and operation of the East Residential Lobby. There shall be no use and occupancy fee, CAM, or Taxes charged the MTCA for the use of this Easement. The MTCA and the Hotel/Commercial Owner shall consult, through their respective Liaison Representatives, with respect to changes as to the type, color and style of furnishings to be located within the East Residential Lobby.

(2) **West Residential Lobby.** The Hotel/Commercial Owners hereby grant to the MTCA and the Unit Owners, for their benefit and for the benefit of their respective Occupants and Permittees, an exclusive easement for the use and occupancy of the "West Residential Lobby", as shown on the Marina City Complex Plans, as a sitting/reception area and a lobby. The MTCA hereby acknowledges that the Hotel/Commercial Owner has performed all obligations and paid all costs and expenses (including the cost of providing furniture) required of it under the Settlement Agreement, the Amended Operating Agreement and the Memorandum of Understanding, with respect to the West Residential Lobby, and the MTCA has accepted the condition and possession thereof. The MTCA, at its sole cost and expense, shall provide all Maintenance required to keep the West Residential Lobby in good condition and repair, including replacements, as necessary, and shall pay all Expenses incurred in connection with the use and operation of the West Residential Lobby. There shall be no use and occupancy fees, no CAM, and no Taxes charged for the use of this Easement. The MTCA and the Hotel/Commercial Owner shall consult, through their respective Liaison Representatives, with respect to changes to the type, color and style of furnishings, if any, to be located within the West Residential Lobby.

(3) **Condominium Office.** The Hotel/Commercial Owner has already granted to the MTCA the right to the exclusive use and occupancy of the space shown on the Marina City Complex Plans as the Condominium Office for a period ending April 1, 2006. The term of this right may be extended by the MTCA for an additional period of ten (10) years, which right shall be exercised by the MTCA giving written notice of extension, such notice to be given to the Hotel/Commercial Owner no later than November 1, 2005. If the MTCA fails to exercise its option to extend, the right to use and occupy the Condominium Office shall end on April 1, 2006. The MTCA shall pay the Hotel/Commercial Owner, as and for a use and occupancy fee for use and occupancy of the Condominium Office, the sum of \$40,181.20 annually or \$3,348.43 monthly, less a credit against use and occupancy through the period ending April 1, 2006 in the amount of \$7,881.20 annually or \$656.71 a month (and, only if the term of such right to use is extended, less a credit against use and occupancy through the period ending April 1, 2009 in the amount of \$7,881.20 annually or \$656.71 a month). A more detailed calculation of the square footage and rent used to produce the use and occupancy charge is set forth on Exhibit O. The credit against use and occupancy through April 1, 2006 and, only if the term of such right to use is extended, the credit against use and occupancy through April 1, 2009, are the sole and exclusive remedy of the MTCA and the Unit Owners in recapturing the amounts referred to in Section 10.B of the Settlement Agreement. The MTCA shall pay a proportionate share of CAM and Taxes attributable to the Condominium Office, with the amount of CAM and Taxes determined in a manner consistent with CAM and Taxes passed through to other commercial tenants of the Hotel/Commercial Property. In addition, the MTCA, at its sole cost and expense, shall perform all Maintenance required to keep the Condominium Office in good order and repair,

including replacements, as necessary. The MTCA also agrees that the use and occupancy of the Condominium Office shall be subject to the additional terms and conditions set forth further on Exhibit L. The Hotel/Commercial Owner may terminate the MTCA's use and occupancy of the Condominium Office and the right to possession thereof if the MTCA shall fail to pay when due use and occupancy charges and other charges payable pursuant to this Section or fails to perform a material covenant set forth in Exhibit L (and such failure to pay shall continue for thirty (30) days after written notice of non-payment or non-performance to the MTCA [unless the non-monetary material covenant default is not capable of cure within thirty (30) days, then for such extended period of time to cure as is provided in Section 17.1(c) in these circumstances]. Use and occupancy charges, CAM and Taxes shall be due and payable in full on the first day of each calendar month. If use and occupancy, CAM and Taxes are not paid within twenty-one (21) days after written notice, the MTCA shall be obligated to pay a late charge equal to the Default Interest Rate charged on the amount due from the date due (the first of the month) for each day from its due date until paid. Upon the expiration or other termination of the rights granted under this Section 3.3(d)(3), Hotel/Commercial Owner is granted the power coupled with an interest to record a termination and release of this right with the Recorder, confirming that the right to the use and possession of the space has reverted to the Hotel/Commercial Owner. The MTCA acknowledges that all work required of the Hotel/Commercial Owner with respect to the Condominium Office has been fully performed, and the MTCA has accepted the condition and possession thereof. The MTCA agrees to maintain the exterior of visible demising walls and glass with lettering and other design elements consistent with other spaces abutting the lobby area in the Common Easement Areas, so long as the MTCA is first consulted regarding any such standards by the Hotel/Commercial Owner, such standards are promulgated in writing by the Hotel/Commercial Owner and such standards are uniformly enforced. The Hotel/Commercial Owner quit-claims and releases any interest to the MTCA in the furniture, fixtures and equipment located in the Condominium Office, as of the Effective Date.

(4) **Condominium Meeting Room**. The Hotel/Commercial Owner has already granted to the MTCA and the Unit Owners, for their benefit and for the benefit of the Occupants of the Condominium Property and the respective Permittees of the MTCA and the Unit Owners, the right to the exclusive use and occupancy of the space shown on the Marina City Complex Plans as the Condominium Meeting Room, for use as a meeting/social gathering room for residents of the Condominium Property for a period ending April 1, 2006. The term of this right may be extended by the MTCA for an additional ten (10) years, which right shall be exercised by the MTCA giving written notice of extension, such notice to be given to the Hotel/Commercial Owner no later than November 1, 2005. The MTCA shall pay the Hotel/Commercial Owner, as and for a use and occupancy fee, for use and occupancy of the Condominium Meeting Room, the sum of \$19,243.20 annually or \$1,603.60 monthly, less a credit against

use and occupancy through the period ending April 1, 2006 in the amount of \$5,563.20 annually or \$463.60 monthly (and, only if the term of such right to use is extended, less a credit against use and occupancy through the period ending April 1, 2009 in the amount of \$5,563.20 annually or \$463.60 monthly. A more detailed calculation of the square footage and rent used to produce the use and occupancy charge is set forth on Exhibit O. The credit against use and occupancy through April 1, 2006 and, only if the term of such right to use is extended, the credit against use and occupancy through April 1, 2009, are the sole and exclusive remedy of the MTCA and the Unit Owners in recapturing the amounts referred to in Section 10.B of the Settlement Agreement. The MTCA shall also pay a proportionate share of CAM and Taxes attributable to the Condominium Meeting Room, with the amount of CAM and Taxes determined in a manner consistent with CAM and Taxes passed through to other commercial tenants of the Hotel/Commercial Property. In addition, the MTCA, at its sole cost and expense, shall perform all Maintenance to keep the Condominium Meeting Room in good order and repair, including replacements, as necessary. The MTCA also agrees that the use and occupancy of the Condominium Meeting Room shall be subject further to the additional terms and conditions set forth on Exhibit L. The Hotel/Commercial Owner may terminate the MTCA's use and occupancy of the Condominium Meeting Room and the right to possession thereof if the MTCA shall fail to pay when due use and occupancy charges and other expenses payable pursuant to this Section 3.3(d)(4), or fails to perform a material covenant set forth on Exhibit L (and such failure to pay shall continue for thirty (30) days after written notice of non-payment or non-performance to the MTCA [unless the non-monetary material covenant default is not capable of cure within thirty (30) days, then for such extended period of time to cure as is provided in Section 17.1(c) in these circumstances]. Use and occupancy charges and CAM and Taxes shall be due and payable on the first day of each calendar month. If use and occupancy, CAM and Taxes are not paid within twenty-one (21) days after written notice, MTCA shall be obligated to pay a late charge equal to the Default Interest Rate on the amount due from the date due (the first of the month) for each day from its due date until paid. Upon the expiration or other termination of the rights granted under this Section 3.3(d)(4), the Hotel/Commercial Owner is granted a power coupled with an interest to record a termination and release of this right with the Recorder, confirming that the right to the use and possession of the Condominium Meeting Room has reverted to the Hotel/Commercial Owner. The MTCA acknowledges that all work required of the Hotel/Commercial Owner with respect to the Condominium Meeting Room has been performed, and the MTCA has accepted the condition and possession thereof. The MTCA agrees to maintain the exterior of visible demising walls and glass with lettering and other design elements consistent with other spaces abutting the lobby area in the Common Easement Areas, so long as the MTCA is first consulted regarding any such standards by the Hotel/Commercial Owner, such standards are promulgated in writing by the Hotel/Commercial Owner and such standards are uniformly enforced. The Hotel/Commercial Owner quit-claims and releases to the MTCA

any interest in the furniture, fixtures and equipment located in the Condominium Meeting Room, as of the Effective Date.

(5) **Package Room.** The Hotel/Commercial Owner has granted to the MTCA and the Unit Owners, for their benefit and for the benefit of the Occupants of the Condominium Property and the respective Permittees of the MTCA and the Unit Owners, the right to the exclusive use and occupancy of the Condominium Package Room for receiving and storing and releasing packages for Condominium Residents. The MTCA shall not be obligated to pay use and occupancy charges or a proportionate share of CAM or Taxes with respect to the Package Room, but the MTCA, at its sole cost and expense, shall perform all Maintenance required to keep the Package Room in good order and repair, including replacements as necessary and shall pay all Expenses for utilities consumed in connection with the use thereof. The MTCA also agrees that the use and occupancy of the Condominium Package Room shall be further subject to the additional terms and conditions set forth on Exhibit L. The Hotel/Commercial Owner may terminate the MTCA's use and occupancy of the Condominium Package Room if the MTCA shall fail to perform a material covenant set forth on Exhibit L, and such failure is not cured within thirty (30) days after written notice to the MTCA, unless the failure to perform a material covenant is not capable of cure within thirty (30) days, then for such additional period of time to cure as is provided in Section 17.1(c) in these circumstances. The MTCA acknowledges that all work required of the Hotel/Commercial Owner with respect to the Package Room has been performed, and the MTCA has accepted the condition and possession thereof. Security for the Package Room shall be the responsibility of the MTCA. The Persons using the Package Room shall bear all risk of loss for any property stored therein. The MTCA further acknowledges and agrees that the Hotel/Commercial Owner shall have no obligation or responsibility to Maintain the Package Room Service Elevator. The Hotel/Commercial Owner expressly reserves the right of ingress and egress at the base of the East Tower on the Marina Level through the Package Room to access ducts, sprinklers and other Facilities located in a mechanical closet room, with the entrance at the rear of the Condominium Package Room.

(6) **Trash Disposal.** The Hotel/Commercial Owner hereby grants to the MTCA and the Unit Owners for their benefit and for the benefit of the Occupants of the Condominium Property, an easement for the exclusive use of the space shown on the Marina City Complex Plans and described as the Condominium Trash Disposal Area to locate dumpsters and compactors for disposal of trash generated by Unit Owners and Occupants of the Condominium Property. All garbage and refuse shall be kept in dumpsters and locked compactors shielded from public view by privacy walls or fences or other appropriate means. The MTCA, at its sole cost and expense, shall Maintain the Condominium Trash Disposal Area, all trash dumpsters, compactors, chutes and other Facilities and surrounding areas used for such purpose in good order and repair, including replacements, as necessary and in a safe, sanitary, clean and neat

condition, in compliance with all Laws. The MTCA, at its sole cost and expense, shall provide for regular pest and rodent control measures. The MTCA shall also pay all Expenses incurred in connection with the use and operation of the Condominium Trash Disposal Area. Except for these costs and expenses, there shall be no use and occupancy fees, no CAM, and no Taxes charged for the use of this easement.

(7) **Condominium Janitor Quarters Easement.** The Hotel/Commercial Owner herein grants to the MTCA an easement for the exclusive use of the Condominium Janitor Quarters located on the Marina Mezzanine Level and including, among other things, bathroom facilities, lockers, a work area, a maintenance office for the Condominium Property, storage areas and other Facilities utilized by the janitors and maintenance employees serving the Condominium Property. The area comprising the Condominium Janitor Quarters, including the abandoned women's locker room area, is granted in an "as is, where is" condition, with no representation of condition or obligation to alter, modify or repair said space, or to deliver the space in "broom-clean" condition. The MTCA, at its sole cost and expense, shall provide all Maintenance required to keep the Condominium Janitor Quarters and Facilities serving the Condominium Janitor Quarters in good condition and repair, including replacements as necessary. The Hotel/Commercial Owner shall have no obligation to provide, and shall not pay any Expenses associated with (i) the use and operation of the Condominium Janitor Quarters, (ii) heating, ventilating and cooling the Condominium Janitor Quarters; and (iii) utilities consumed in connection with the Condominium Janitor Quarters and Facilities servicing the Condominium Janitor Quarters. The MTCA shall not be obligated to pay use and occupancy charges for use of the Condominium Janitor Quarters, CAM or any Taxes. The Hotel/Commercial Owner quit-claims and releases to the MTCA any interest in the machinery, goods, furniture, fixtures and equipment used by the MTCA and located in the Condominium Janitor Quarters, as of the Effective Date.

3.4 **Easement for Use of Certain Easement Areas and Facilities.** The Hotel/Commercial Owner and, to the extent the House of Blues Property is involved, the House of Blues Owner, hereby grant to the MTCA and the Unit Owners, for their benefit and for the benefit of the Occupants of the Condominium Property and their respective Permittees, for use in common with the Hotel/Commercial Owner and the House of Blues Owner, and their respective Occupants and Permittees, easements for the Maintenance of and/or the use and operation of the following easement areas and/or Facilities serving the Condominium Property, located on or within the Hotel/Commercial Property or the House of Blues Property:

(a) **Fire Protection.** An easement to Maintain and use the fire protection pumps and domestic water supply pumps, any stand-by pumps therefor, and related pipes, mains, valves, control and alarm equipment, surge tank, and other Facilities necessary to the operation of said pumps, which serve or benefit the Condominium Property, and the pump room in which they are located. The MTCA, at its sole cost and expense, shall Maintain all pumps, pipes, valves, controls and other equipment and Facilities which

supply domestic water to the Condominium Property and which comprise and constitute the fire protection and suppression and life safety systems serving the Condominium Property, in good order and repair, including replacements, as necessary. Subject to the Expense allocations set forth in Section 11.1(b)(1)(iii), the MTCA shall also Maintain the Complex main domestic water supply Facilities to the point of connection (including the valve) to the domestic water supply Facilities exclusively serving the Hotel/Commercial Property and the House of Blues, in good order and repair, including replacements, as necessary. The Hotel/Commercial Owner, at its sole cost and expense, shall Maintain the domestic water supply Facilities exclusively serving the Hotel/Commercial Property and the House of Blues, from the point of connection (after the valve), in good order and repair, including replacements, as necessary. The MTCA shall pay for the electrical power and other utilities consumed by the domestic water and fire protection Facilities which the MTCA is obligated to Maintain; the Hotel/Commercial Owner shall have the same obligation with respect to the domestic water and fire protection Facilities the Hotel/Commercial Owner is obligated to Maintain. The Hotel/Commercial Owner, at its sole cost and expense, shall Maintain the room in which these Facilities are located in good order and repair, including replacements, as necessary. There shall be no CAM or Taxes or use and occupancy fees charged the MTCA for the use of this pump room.

(b) **Trash Disposal Area Facilities and Scavenger Service.** An easement to Maintain and use existing garbage chutes, receptacles, dumpsters, compactors, automatic gates, and related Facilities for collection, disposal and removal of trash, together with the right of access and easement of ingress and egress over the Common Easement Areas on the Marina level for trash scavenger service collected at the Condominium Trash Disposal Area. The MTCA, at its sole cost and expense, shall perform all Maintenance required to keep the Condominium Trash Disposal Area in good condition and repair, including replacements, as necessary, and shall pay all Expenses incurred in connection with the use and operation of the Condominium Trash Disposal Areas. Except for these costs and expenses, there shall be no use and occupancy fees, no CAM, and no Taxes charged for the use of this easement.

(c) **Deliveries and Repairs to Units.** Access over and across the Common Easement Areas located on the Marina Level, together with the use of the elevators located in the Tower Service Core, for (i) deliveries or removal of furniture, appliances, personal property and possessions of Unit Owners or Occupants of the Condominium Property or (ii) for delivery or removal of tools, materials and equipment ordered by a Unit Owner or an Occupant of a Unit in connection with the Maintenance or improvements to a Unit in the Condominium Property. The MTCA expressly acknowledges and agrees that no vehicles used by or serving the Condominium Residents or their respective Permittees may be parked at the base of either Tower, on the Marina Level, other than for the sole and limited purpose of (i) immediately unloading the furniture or other goods or materials or personal property, (ii) then moving the vehicle to another location, and (iii) returning to the base of the Tower to complete the delivery to the Unit. The right of such use is further subject to the terms and conditions specified in Section 4.1, including the requirement to provide advance notice of a move or delivery to the Hotel/Commercial Owner property manager. In no event shall any vehicles be parked

on the access drive leading to the south gate, exiting onto vacated Carroll Avenue. Violators of these provisions may be towed by the Hotel/Commercial Owner.

(d) **Condominium Package Room and Deliveries.** Access over and across the Common Easement Area located on the Marina Level, and the exclusive use of the MTCA Freight Elevator, shaft, and associated Facilities serving the Condominium Package Room for delivery and removal of packages, parcels, and similar deliveries between the Marina Level and the Concourse Level.

(e) **Emergency Exits.** In an Emergency Situation, the right to use stairways and emergency passages, corridors and exits located in the Hotel/Commercial Property, with access to and from the Condominium Property.

(f) **Easement for 19th Floor Facilities.** The 19th floor of each Tower contains various Facilities serving the Condominium Property, including but not limited to air conditioning equipment, air handlers, duct heaters, circuit breaker panels, staging equipment, tools, lift platforms and similar equipment, which are more fully listed and described on Exhibit M attached hereto and made a part hereof (the "19th Floor Condominium Facilities"). The Hotel/Commercial Owner hereby grants to MTCA an easement permitting the MTCA to continue to use and Maintain such Facilities at their present location and in a commercially reasonable and appropriate manner and for staging for Maintenance of the Condominium Property. The MTCA, at its sole cost and expense, shall perform all Maintenance required to keep the 19th Floor Condominium Facilities in good condition and repair, including replacements as necessary, and shall pay all Expenses associated with the use, ownership and operation of the 19th Floor Condominium Facilities. Subject to the foregoing, the Hotel/Commercial Owner reserves all rights to use, improve, modify, lease, license, or leave vacant the space in which the 19th Floor Condominium Facilities are located, and has no obligation with respect to the ownership, use, Maintenance or operation of the 19th Floor Condominium Facilities or the space in which those Facilities are located, nor shall the Hotel/Commercial Owner be obligated to heat, ventilate or cool these areas, the MTCA assuming all risk associated with said 19th Floor Condominium Facilities. There shall be no CAM, no use and occupancy fees, and no Taxes charged the MTCA for the use of the 19th Floor Condominium Facilities.

(g) **Electrical Switchgear Room.** Access to, and the right to perform Maintenance at the sole cost and expense of the MTCA, to the electrical panel boards, meters, electrical switchgear equipment and related Facilities providing electrical power to the Condominium Property. No CAM, no use and occupancy fees, and no Taxes shall be charged the MTCA for the use of the Electrical Switchgear Room.

ARTICLE 4 **PARKING PRIVILEGES**

4.1 **Unit Owner Parking Privileges.** The Hotel/Commercial Owner hereby grants to the Unit Owners and/or the Occupants of the Condominium Property the right to park

automobiles and automotive equipment (the specifications of which shall not exceed those of passenger vehicles of standard length, weight, and width as determined from time to time by national automotive industry standards) within the Hotel/Commercial Garage, in common with the other Owners of the Complex, Complex Occupants and their respective Permittees, on the following terms and conditions:

(a) Either one Unit Owner or one Occupant of a Unit (which is not currently occupied by a Unit Owner), but not more than one per Unit, shall have the first right to park one vehicle in the Hotel/Commercial Garage;

(b) parking rates shall be charged to such Unit Owners or Occupants on a monthly, weekly, daily and hourly basis, at a rate not higher than the rate charged to patrons who are not Condominium Residents and not higher than the average rate of the six residential building garage facilities (both public and private) which are closest by linear measurement from the boundaries of the Complex; and

(c) parking of all vehicles shall be made by valet service and in accordance with any reasonable rules, regulations and procedures promulgated from time to time by the Owner of the Hotel/Commercial Parking Garage and operator.

All other rights to the use of the Hotel/Commercial Garage and revenue generated therefrom is reserved to and owned by the Hotel/Commercial Owner.

4.2 **MTCA Staff and Condominium Property Contractors**. The Hotel/Commercial Owner hereby grants to the MTCA a license for the exclusive use of the Marina Level Association Parking Lot, solely for use by MTCA employees, by contractors and vendors performing work at the Condominium Property and by businesses making deliveries to the MTCA or to Condominium Residents. The use of the Marina Level Association Parking Lot shall be subject to the Rules and Regulations, and the use thereof shall be at the sole risk of Persons using the spaces. Nothing in this Section 4.2 shall authorize the parking of any vehicle so as to block off any fire lane or access to other portions of the Complex. There shall be no overnight parking permitted in the Marina Level Association Parking Lot, except for late shift MTCA employees while on duty. The MTCA shall identify vehicles entitled to park in the Marina Level Association Parking Lot with a manner of identification reasonably acceptable to the Hotel/Commercial Owner, including late shift employees. Before commencing the use of the Marina Level Association Parking Lot, the MTCA, at its cost and expense, shall install a cyclone fence on the south wall and on the west entrance to the lot, but shall be permitted to use the existing cyclone fence on the north and east boundaries of the lot. The MTCA shall also install a manual sliding gate or other barrier to entry to this area and segregate this area and these spaces. The Hotel/Commercial Owner and the MTCA agree that the Marina Level Association Parking Lot should be lighted. Electrical power for the lights are accessible at a nearby power source which is tied to electrical service serving the Condominium Property. The Liaison Representatives of the MTCA and the Hotel/Commercial Owner shall meet and determine type and standards of lighting. The MTCA, at its sole cost and expense, shall keep the Marina Level Association Parking Lot in a clean, sightly and safe condition. The MTCA shall also comply with all Laws with respect to such area and use and operation. The MTCA, at its sole cost and

expense, shall provide all Maintenance required to keep the Marina Level Association Parking Lot in good condition and repair, including replacements, as necessary, and shall pay all Expenses incurred in connection with the use and operation of the Marina Level Association Parking Lot. Except for these costs and expenses, there shall be no use and occupancy fees, no CAM and no Taxes charged the MTCA for the use of this easement. The comprehensive general liability insurance obtained pursuant to Article 8 shall extend to and shall cover the use and occupancy of the Marina Level Association Parking Lot. The spaces contained in the Marina Level Association Parking Lot represent the entirety of MTCA's license for parking of Association employees, contractors and vendors on the Marina Level. In the event of a default under the terms and conditions of this license, not cured within thirty (30) days after written notice is given to the MTCA (or such longer period of time provided in Section 17.1(c) necessary to cure, if the cure cannot be completed in thirty (30) days, but only as long as the MTCA is diligently pursuing cure to completion), the Hotel/Commercial Owner may revoke this license.

4.3 **Temporary Parking/Access/Unloading.** The MTCA, the Hotel/Commercial Owner and the House of Blues Owner agree on the following parking plan for the Plaza Level:

(a) The Hotel/Commercial Owner has installed posts establishing a separate lane along the southerly portion of the eastern entrance drive to the Marina City Complex, designated for use only by residents of the Condominium Property in the location shown on Sheet F-7 of the Marina City Complex Plans, and described as the "Resident's Lane". The Hotel/Commercial Owner has installed a gate mechanism and appropriate directional signs designed to limit use of the Resident's Lane to Occupants of the Condominium Property. The Resident's Lane will be the access lane primarily used by Condominium Residents. The Hotel/Commercial Owner, in consultation with the MTCA, may relocate the Resident's Lane to a location near or adjacent to the current location of the Resident's Lane, if necessary or desirable for the operation of the Hotel/Commercial Garage or the Common Easement Areas on the Plaza Level.

(b) Unit Owners and Occupants of the Condominium Property shall have the right to temporarily park up to two (2) vehicles close to the East Tower and West Tower Plaza Level Tower entrances for purposes of loading and unloading of persons and/or property (including groceries and other packages) at the locations (and only at the locations) set forth in Sheet F-7 of the Marina City Complex Plans (referred to as "Temporary Unloading Space"). The parties agree that the Hotel/Commercial Owner has no obligation to provide more than two (2) such parking spaces for each Tower. These two (2) parking spaces per Tower may be relocated by the Hotel/Commercial Owner within the relocation area shown on Exhibit M attached to this Second Amended Operating Agreement (the "Parking Space Relocation Area") without the consent of the MTCA. Relocation to any area on the Plaza Level, other than the Parking Space Relocation Area, shall require the prior written consent of the MTCA, not to be unreasonably withheld, conditioned or delayed. Prior to any such relocation, the Hotel/Commercial Owner shall provide not less than thirty (30) days advance written notice to the MTCA.

(c) The Hotel/Commercial Owner and the MTCA each reserve the right, but shall have no obligation or responsibility to remove or tow cars of Condominium Residents which violate the parking privileges contained in this Section 4.3. The Hotel/Commercial Owner has and will post signs indicating that vehicles other than those of Condominium Residents using the Resident's Lane or Temporary Unloading Spaces will be subject to ticketing, fine, and/or towing at the vehicle owner's expense. Except for this obligation, the Hotel/Commercial Owner has no obligations to enforce, and shall not be liable for actions of any third parties taken in violation of the terms and conditions of this Section 4.3. The Hotel/Commercial Owner shall Maintain the Resident's Lane and the Temporary Loading Spaces, in good order and repair, including replacement, as necessary, and the cost shall be included in CAM (including Capital Expenditures) paid by the MTCA for the Common Easement Areas pursuant to Article 11. There will be no use and occupancy fees or Taxes charged the MTCA for the use of the Resident's Lane and the Temporary Unloading Spaces.

ARTICLE 5 **RESTRICTIONS**

5.1 **Development Restrictions.** The parties hereto covenant and agree that the following limitations and restrictions are hereby established and shall be construed as covenants running with the land:

(a) No building or other structure shall be constructed or maintained in Lots 3 and 4 above a plane which is 193.75 feet above CCD, other than for Maintenance of (i) Improvements and Facilities in existence on the Effective Date of this Second Amended Operating Agreement; (ii) television, telecommunications and microwave transmission Facilities currently serving the Complex; (iii) utility Facilities, smoke stack and ventilating duct extensions and other ventilation equipment required by Law or required for the use of the Condominium Property for residential purposes; (iv) other Facilities currently serving the Complex, in compliance with all applicable Laws. The Hotel/Commercial Owner and the House of Blues Owner, for themselves, and for their Occupants, reserve the right to place satellite dishes on portions of their respective Properties, but below the limiting plane established at 193.75 feet above CCD. The Hotel/Commercial Owner reserves the right to Maintain and to improve, alter or modify the foregoing Facilities and Improvements as required in the future: (i) to comply with Laws; or (ii) to keep such Facilities and Improvements in good order and repair; or (iii) or to replace outdated or outmoded Facilities with more technologically advanced Facilities; or (iv) to improve the operation of the building systems at the Complex, provided such Facilities being replaced, improved, altered or modified are generally installed in the same location, and are approximately the same size. Notwithstanding the foregoing, as of the Effective Date of this Second Amended Operating Agreement, the Hotel/Commercial Owner, and the House of Blues Owner forever relinquish, waive, quitclaim, assign and cede to the MTCA all right, title and interest which either of them own, control or possess to the use of the roofs of the two Condominium Towers and to the air space in the cylinder directly above Lot 1 and Lot 2, concentric with the roof boundaries of the

Condominium Property Towers. The Hotel/Commercial Owner, as of the Effective Date, does hereby assign to the MTCA the lease with the Illinois Department of Transportation allowing the use of an antenna on the roof with all rent accruing after the Effective Date to be paid to the MTCA; the MTCA hereby assumes all obligations under the lease and may retain all rent accruing from and after the Effective Date. In consideration of this relinquishment of rights, the MTCA, at its sole cost, expense and risk, shall be responsible for and shall remove the unused, outmoded or abandoned telecommunications equipment and antennas located on the Tower roofs.

(b) No Owner or Occupant of any part of the Complex shall in any manner cause any objectionable interference with the transmission or reception of television or radio signals by any parties operating transmission Facilities at the Complex above any part of the Subdivision.

ARTICLE 6

STRUCTURAL SUPPORT

6.1 Structural Support.

(a) No Owner shall do or permit any act which would adversely affect the structural safety or integrity of any portion of the Improvements in the Complex. If for any reason the structural support for any portion of the Complex is reduced below that required for the structural safety or integrity of any other portion of the Complex, then the Owner of that portion of the Complex in which such reduction occurs shall, at the Owner's sole cost and expense, promptly repair or provide and substitute adequate structural support, in accordance with plans and specifications prepared by the architect for the Owner responsible for repairing and/or restoring structural support. The fees of the architect shall be borne by such Owner. In the event that the architect engaged by such Owner does not prepare plans and specifications within thirty (30) days after such Owner is apprised by notice from any other Owner of such reduction (or, if such plans and specifications cannot reasonably be prepared within such thirty (30) day period, if substantial steps toward the preparation of such plans and specifications shall not have commenced within thirty (30) days and thereafter continue to be diligently pursued to completion) then any Owner whose Improvement is threatened by a reduction in structural support, shall have the right to select an architect for the purpose of preparing such plans and specifications, and all costs and expenses incurred thereby shall be due from the Defaulting Owner on demand and shall be secured by a lien against the Defaulting Owner's Property as provided in Article 10 hereof.

(b) In the event that the architect chosen by the Defaulting Owner or, in its default, by another Owner as provided in the preceding paragraph, as the case may be (called "Architect" in either case), shall determine that substitute structural support or repair is required in a portion of the Complex in which the structural support has been reduced and the Owner of such portion shall fail to commence the construction of such substitute or remedial support or repair within a reasonable time as determined by the Architect, or having commenced such construction, shall fail to proceed diligently to

complete such construction, the Creditor Owners shall have the right to complete the construction of the substitute or remedial support or repair at the expense of the Defaulting Owner and all costs and expenses incurred shall be due from the Defaulting Owner on demand and shall be secured by a lien against the property of such Defaulting Owner as provided in Article 10 hereof. The Architect shall not be liable or held accountable for any decision made by it or for any action taken by it hereunder in good faith.

ARTICLE 7

COMPLIANCE WITH LAWS; LIENS

7.1 **Compliance with Laws.** The Owners shall comply with (i) all Laws concerning their respective Facilities and Improvements and Property owned by any of them in the Complex if non-compliance would result in the imposition of a lien against the Property of any other Owner, or civil or criminal liability of any other Owner to any governmental or quasi-governmental agency, and (ii) all rules, regulations and requirements of any insurance rating bureau having jurisdiction over any portion of the Complex, if such non-compliance would materially increase the rate of premiums of any policy of insurance maintained by any other Owner.

7.2 **Liens.** Every Owner (the "Liening Owner") shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's, contractors, manager's or broker's or any other similar lien arising by reason of any act taken or suffered, or by reason of any work or materials or services ordered, by or on behalf of a Liening Owner which might affect the Property of another (including Facilities and Condominium Exclusive Easement Areas and Condominium Exclusive Use Areas) (such other Owner being the "Impacted Owner"). The Liening Owner shall not be required to remove such lien within thirty (30) days after its filing if: within said thirty (30) day period, (A) such lien cannot be foreclosed, and (B) the Liening Owner (i) shall in good faith diligently proceed to contest the same by appropriate actions or proceedings and shall give written notice to the Impacted Owner of its intention to contest the validity or amount of such lien and (ii) shall deliver to the Impacted Owner either, at the Impacted Owner's option: (a) cash or a surety bond from a responsible surety company acceptable to the Impacted Owner in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (b) other security or indemnity reasonably acceptable to the Impacted Owner's title insurance company and the Impacted Owner. An endorsement by the Impacted Owner's title insurance company over such lien claim to the Impacted Owner's title insurance policy in no less than the amount specified in (a) shall be deemed an indemnity reasonably acceptable to the Impacted Owner and satisfy the requirements of (ii). In any case, a Liening Owner must remove or release such lien prior to entry of a final judgment of foreclosure. If the Liening Owner fails to comply with the foregoing provisions of this Section 7.2, thereby becoming a Defaulting Owner, the Impacted Owner, thereby becoming a Creditor Owner, may take such action as the Creditor Owner may deem necessary to defend against or remove such lien, subject to compliance with Article 19. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees and

litigation expenses) paid or incurred by the Creditor Owner in defending against, removing or attempting to remove or defend against such lien or appealing any court order and may use any security delivered to the Creditor Owner for such purposes and for any other damages from Defaulting Owner's breach under this Section 7.2.

ARTICLE 8 **INSURANCE**

8.1 Insurance.

(a) The Owners shall keep their respective Properties in the Complex insured against loss or damage by fire and such other risks, casualties and hazards and in such manner as may from time to time be insured by prudent owners of comparable mixed-use, mixed-ownership hotel, entertainment, commercial or residential buildings in the City of Chicago (as the case may be) in an amount at least equal to the replacement value thereof, excluding the cost of excavation and foundations or other supports which are below the undersurface of the lowest basement floor of the Improvements now or hereafter situated in the Subdivision.

(b) The Owners shall maintain comprehensive general liability insurance against claims for personal and bodily injury, death or property damage occurring in or upon their respective Property. Said insurance shall be in such amounts as from time to time shall be carried by prudent owners of comparable mixed-use, mixed-ownership hotel, entertainment, commercial and residential buildings in the City of Chicago, but in all events with primary limits of not less than (1) \$1,000,000 in respect to injury or death to a single person, (2) \$2,000,000 in respect to injury or death in any one occurrence \$1,000,000 of which shall be primary and \$1,000,000 of which may be by umbrella coverage) and (3) \$1,000,000 in respect to property damage, each such limit in Equivalent Dollars. The Hotel/Commercial Owner and the House of Blues Owner shall also provide umbrella liability insurance, of not less than \$5,000,000, in the aggregate, in Equivalent Dollars; the MTCA shall obtain umbrella liability insurance consistent with its obligations under the Declaration and the Act. Each such policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. The policies effecting such insurance shall name as additional parties insured all Owners, their respective members and managers and their respective mortgagors of record as their interests may appear.

(c) The Owners may combine the risks to be insured under this Section into one policy with such division of premiums as may be acceptable to such parties. Copies of all policies of insurance (or certificate of insurance evidencing the coverage) shall be delivered by each Owner to the other at least forty (40) days prior to the expiration of such policy and each such policy shall provide that (i) it shall not be cancelable except after thirty (30) days prior written notice to the other Owners and (ii) the right of subrogation against such other Owner shall be waived by the insurer, if such waiver is obtainable. If any Owner shall fail to provide and maintain the policies of insurance as

above provided, then the other(s) may purchase such policy and the cost thereof shall be due from such Defaulting Owner on demand and shall be secured by a lien against the property of such Defaulting Owner as provided in Article 10 hereof.

ARTICLE 9
MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION

9.1 Maintenance and Repair.

(a) **Hotel/Commercial Improvements.** Except as otherwise expressly delegated by this Second Amended Operating Agreement, or hereinafter in this Article 9, the Hotel/Commercial Owner, at its sole cost and expense (except for costs and expenses shared among the Owners as provided in Article 11), shall perform all Maintenance required to maintain and keep the Hotel/Commercial Improvements, the Common Easement Areas and all Facilities located in the Hotel/Commercial Improvements [except as otherwise provided in Section 9.1(c), below], in good condition and repair, including replacements, as necessary. The Hotel/Commercial Owner agrees not to suffer or commit, and shall use reasonable precautions to prevent, waste to the Hotel/Commercial Property.

(b) **House of Blues Property.** Except as otherwise expressly delegated by this Second Amended Operating Agreement, or hereinafter in this Article 9, the House of Blues Owner, at its sole cost and expense (except for costs and expenses shared among the Owners as provided in Article 11), shall perform all Maintenance required to maintain and keep the House of Blues Improvements, including all Facilities located in the House of Blues Improvements [except as otherwise provided in Section 9.1(c), below], in good condition and repair, including replacements, as necessary. The House of Blues Owner agrees not to suffer or commit, and shall use reasonable precautions to prevent, waste to the House of Blues Property.

(c) **Condominium Property.** Except as otherwise expressly delegated by this Second Amended Operating Agreement or hereinafter in this Article 9, the MTCA, at its sole cost and expense (except for costs and expenses shared among the Owners as provided in Article 11), shall perform all Maintenance required to maintain and keep the Condominium Property, the Condominium Exclusive Easement Areas the Condominium Exclusive Use Areas (and those Facilities exclusively serving those Condominium Exclusive Easement Areas and Condominium Exclusive Use Areas) and all Facilities located in the Condominium Property in good condition and repair, including replacements, as necessary. The MTCA further agrees that it shall not suffer or commit, and shall use reasonable precautions to prevent, waste to such property.

9.2 **Damages to the Improvements.** The Owners of the Complex shall repair, restore and replace Improvements or Facilities damaged by fire or other casualty or act or by the elements as follows:

(c) If the Owner obligated to Maintain the Common Easement Area or the Condominium Exclusive Easement Areas shall fail to pay when due utility bills applicable to one or more meters serving such area, and utility services for such area shall be threatened with shut off (or actually shut off), the other Owner may pay the utility bill for one or more such utility meters to prevent such shut off (or to restore service) and, upon such payment, the paying Owner shall be entitled to reimbursement for all amounts so spent and shall have a lien against the Property of such Defaulting Owner to secure such payment as provided in Section 10.

(d) Upon completion of the repair and restoration of any damage to the Improvements and/or Facilities, any remaining insurance proceeds paid by reason of such damage shall be released or refunded to each Owner in proportion to the ratio that the insurance proceeds contributed by such Owner or by such Owner's insurance company bears to the total insurance proceeds made available by the insurer for the repair and restoration or, if the insurance is provided by a single policy covering the Improvements and/or Facilities, then the ratio of insurance proceeds attributed to such Owner's portion of the Improvements and/or Facilities by the insurer or the Owners to the total insurance proceeds made available by the insurer or the Owners for the repair and restoration. For purposes of this Section 9.2, insurance proceeds include deductible amounts and amounts contributed by a self-insured Owner.

ARTICLE 10

DEFAULT

10.1 **Liens, Debts and Remedies**. If at any time any Defaulting Owner of the Complex shall fail upon demand to pay to any Creditor Owner any sum of money due the Creditor Owner pursuant to the provisions of this Second Amended Operating Agreement, then, in addition to any rights of subrogation the Creditor Owner may have by operation of law, the Creditor Owner shall have a lien to secure the payment of such sum of money together with all interest accruing thereon pursuant to the provisions of this Section against the portion of the Complex owned by the Defaulting Owner and any casualty insurance proceeds payable to the Defaulting Owner.

The liens provided for in this Section shall take precedence over any mortgage or other encumbrance which may be a lien on the portion of the Complex owned by the Defaulting Owner, except that such lien shall be inferior to the lien of any mortgage recorded prior to the date the lien of the Creditor Owner is recorded and any mortgage lien on a Unit. Such lien shall continue in full force and effect until such sum of money and interest is paid in full. Such lien shall arise immediately upon the recording of a notice by the Creditor Owner asserting a lien against the property of such Defaulting Owner and may be enforced by a proceeding in equity to foreclose such lien or by any other remedy available at law or in equity.

For the purposes of this Section, all Persons owning part of the Condominium Property shall be considered one Owner.

(a) If any portion of the Improvements and Facilities located therein are damaged, then such damage shall be repaired and restored by the Owners of the portion in which the damage occurred (the "Affected Owners"), provided, however, that damage to the elevators, elevator cabs, package room and lobbies in the Tower Service Core serving the Condominium Property and the interior of any damaged Condominium Exclusive Easement Areas and Condominium Exclusive Use Areas shall be repaired and restored by the MTCA and the Unit Owners. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable. Notwithstanding the foregoing, however, if damage to all or any part of the Improvements or Facilities required to be Maintained by an Owner shall be caused by the negligent or willful act of an Owner (or Occupant of such Owner), then the Owner (or Occupant of such Owner) causing such damage (or whose agent or contractor has caused such damage) shall be required, at its sole cost and expense, to repair the damage, and in the event such party shall fail to do so, the party whose Property has been damaged shall have the rights and remedies of a Creditor Owner as set forth in Article 10 hereof. If any disrepair or damage adversely affects the structural support or integrity of any part of the Complex or clearly materially adversely affects the use and enjoyment of any part of the Complex (except the elevators, elevator cabs, package room and private lobbies serving the Condominium Property) and if at any time the Owner (or other responsible party) of the disrepaired or damaged portion is not proceeding diligently with the work of repair and restoration, then the other Owners may give written notice to such Defaulting Owner (or defaulting responsible party) specifying the respect in which such repair or restoration is not being accomplished diligently and if not so repaired within a reasonable period of time the Owner giving such notice may perform such repair and restoration and may take all appropriate steps to complete the same. The Owner so performing such repairs and restoration shall be entitled to reimbursement from the Defaulting Owner (or defaulting responsible party) for all amounts so spent, and, in addition, shall have a lien on any insurance proceeds payable under any policy of insurance protecting against such damage and also a lien against the Property of such Defaulting Owner to secure such payment as provided in Article 10 hereof.

(b) If the failure to Maintain in good condition and repair any portion of the Common Easement Areas has a clear material adverse effect on the use and enjoyment of such easements, creates a nuisance or has a clear material adverse effect on the value of other portions of the Complex, and the Owner of the portion not being maintained in good condition and repair is not proceeding diligently with the work to correct the condition, then subject to compliance with Article 19, the other Owners may give written notice to such Defaulting Owner specifying the respect in which such Owner is failing to maintain his respective Property in good condition and repair and if not so repaired, the Owner giving such notice may perform such work as is necessary to restore the portion of the property to good condition and repair and may take all appropriate steps to complete the same. The Owner so performing such work shall be entitled to reimbursement for all amounts so spent and shall have a lien against the property of such Defaulting Owner to secure such payment as provided in Section 10 hereof.

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Section, nor shall any lien which would have arisen against any Property pursuant to this Section had there been no conveyance or divestiture of title be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

Any mortgagee of all or any part of the Property in the Complex shall have the right to an assignment of any lien affecting the Property subject to the mortgage upon payment of the amount secured by such lien. Such mortgagee shall give to the holder of such lien a written notice of its election to purchase the same. On a date not less than ten (10) nor more than thirty (30) days thereafter, the holder of such lien shall deliver to such mortgagee an instrument in recordable form assigning such lien together with the debt secured thereby upon payment of the full amount, including interests secured by such lien.

Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest ("Default Interest Rate") equal to the floating rate which is equal to three percent (3%) per annum in excess of the all-in rate of interest calculated on an annual basis from time to time announced by Bank One Corporation at Chicago, Illinois or any successor thereto as its base or prime or reference rate of interest, or if a base or prime or reference rate is not announced or available, then interest shall accrue at the annual rate of fifteen percent (15%).

The rights and remedies of an Owner provided for in this Article 10 or elsewhere in this Second Amended Operating Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute.

10.2 **Attorneys' Fees.** A Defaulting Owner shall pay the reasonable attorneys' fees and court costs (including appeals of any judgment or order) paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Second Amended Operating Agreement. In the case of an appeal, attorneys' fees shall be payable after the decision in such appeal.

10.3 **Emergency Situations.** Without limiting any other rights or remedies of an Owner, including any other self-help provisions of this Second Amended Operating Agreement which grants an Owner the right to perform an obligation which another Owner has failed to perform, a Creditor Owner shall have the right, in an Emergency Situation, upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform until the Defaulting Owner cures such default. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees, including appeals from judgments or orders) paid or incurred by the Owner in performing such obligation which the Defaulting Owner has failed to perform. Where a specific self-help right is granted elsewhere under this Second Amended Operating Agreement for non-performance of an obligation, such provision shall control the provisions of this Section 10.3.

ARTICLE 11
SHARING EXPENSES OF MAINTENANCE, REPAIR AND REPLACEMENT

11.1 **Sharing Expenses of Maintenance, Repair and Replacement.** The Owners of the Complex shall pay the share specified below of (i) all Expenses incurred in performing Maintenance for the portions of the Complex for which they are made responsible pursuant to Section 11.1(a) below, and (ii) all CAM charges incurred in connection with use, operation and Maintenance of the Common Easement Areas:

(a) **Exclusive Easement Areas, Condominium Exclusive Easement and Use Areas or Facilities.** Where the exclusive use of an Easement, Easement Area or Facility is granted or reserved to the Owner of a portion of the Complex, including, without limitation, the Condominium Exclusive Easement Areas and the Condominium Exclusive Use Areas, and the Marina Level Association Parking Lot, such Owner for whom exclusive use is reserved shall pay all Expenses incurred in performing Maintenance, except (1) Expenses incurred in providing or repairing structural support referred to in Article 6 hereof, which are to be paid as provided in said Article 6; (2) Expenses incurred in connection with the Railway Easement which are to be paid as provided in the deed reserving such easement; and (3) where the Article 3 or Article 4 grant of the Easement or right or license provides a difference method of allocation or payment of Expenses.

(b) **Common Easement Areas and Facilities.**

(1) **Allocation of CAM for the Common Easement Area.** Where the use of an easement area or Facility is granted or reserved for use in common with other Owners, including the Common Easement Areas, then the Owners who have such right to use such easement area or Facility shall pay Expenses and/or CAM in accordance with the provisions of this Section 11.1(b), except as follows:

(i) the cost of Maintenance of shared Facilities for utility or other building services which serve more than one component of the Complex and the cost of which is not otherwise allocated by other provisions of this Second Amended Operating Agreement shall be equitably apportioned based on usage of each of the Owners benefiting from the Facilities;

(ii) any other easements of record, which make independent provision for the allocation and payment of Expenses;

(iii) the cost of Maintenance of the domestic (city) water mains, pumps and related Facilities and the fire protection pumps and related Facilities [(but not the 5 interconnecting underground mains serving the Condominium Property which are governed by Section 11.1(a)] shall be apportioned and paid by each of the Owners in proportion to such Owner's actual water usage; the cost of water and sewer services provided by the

City shall be based on actual usage as reflected by the domestic and commercial water meters referred to in Section 11.1(b)(10); and

(iv) the cost of Maintenance of the elevators and related Facilities serving the Marina Level, wherein Hotel/Commercial Owner and the House of Blues Owner have reserved rights of use as provided in Article 3 hereof, provided the Hotel/Commercial Owner shall continue to pay 1/50th (one-fiftieth) of the Expenses incurred in performing Maintenance respecting such elevators for so long as the Hotel/Commercial Owner, the House of Blues Owner and their respective Permittees shall make use of them, shall be the sole responsibility of the MTCA.

(2) **Common Easement Area Definition**. Notwithstanding anything set forth or implied herein to the contrary, the House of Blues Owner and the Hotel/Commercial Owner have separately allocated CAM between them as provided in the Commercial Owner's REA [(subject to possible adjustment as set forth in Section 11.1(d)(3)(ii)]. The share allocated to, and payable by the MTCA and the Unit Owners pursuant to this Article 11 shall include all CAM actually incurred (excluding Taxes, Insurance and Capital Expenditures [which shall be paid by the MTCA pursuant to Section 11.1(b)(5)], incurred in Maintaining Improvements and Facilities, unless the parties agree otherwise) and customarily allocable to commercial/mixed use common area use arrangements. Further, any payment obligations under this Second Amended Operating assigned to the MTCA or the Condominium Property shall be deemed to constitute payment obligations of the Unit Owners, collectively, through their Condominium Association.

(3) **Calculation of CAM**. To determine the allocation of CAM to be paid by the Owners, the following rules have and shall continue to apply:

(i) Following the recording of the Amended Operating Agreement, the parties initially estimated the square footage of Common Easement Areas after redevelopment of the commercial portions of the Marina City Complex to be 50% of the square footage of all common areas within the Hotel/Commercial Property and the House of Blues. Therefore, based upon this agreed ratio of Common Easement Areas to all such common areas, the Condominium Property shall be obligated to pay 25% of all CAM for the Common Easement Areas. Expressly excluded from CAM allocable to the Condominium Property are: (i) tenant improvement costs; and (ii) costs incurred primarily for the benefit of a specific identifiable tenant or group of tenants.

(ii) The Hotel/Commercial Owner and the House of Blues Owner acknowledge that they have allocated their respective share of CAM pursuant to the Commercial Owner's REA. The Hotel/Commercial

Owner further acknowledges that it has entered into various agreements with commercial tenants with respect to payment of CAM to the Hotel/Commercial Owner. These agreements shall have no bearing on the amount of CAM due and payable by the Condominium Property.

(iii) The parties recognize that MTCA is obligated to develop and adopt its annual budget in accordance with specific timetables that are statutorily mandated. However, the Hotel/Commercial Owner is on a calendar fiscal year and does not close out such year and then adopt a budget for the succeeding calendar year until the first or second quarter of that succeeding calendar year. To accommodate the MTCA's budget process, the Hotel/Commercial Owner agrees to provide the MTCA with an estimated CAM budget for the next calendar year on or before November 1 of any year. The MTCA acknowledges that this budget is just an estimate. Thereafter, when the actual CAM budget is known for the succeeding calendar year, the Hotel/Commercial Owner shall notify the MTCA and provide a copy of the budget. The MTCA shall pay any underpayment based on the new budget within sixty (60) days after such notice; any overpayment may be credited against succeeding payments due.

(4) Subject to the determination of the cap on CAM described below, the MTCA is obligated to pay its required percentage share of twenty-five percent (25%) of all CAM incurred in connection with the Common Easement Areas of the Complex, excluding from CAM, insurance for the Common Easement Areas and Taxes. The Owners hereto acknowledge that CAM has varied and evolved as the commercial portions of the Complex were redeveloped. Accordingly, notwithstanding anything set forth or implied herein to the contrary, the parties agree that, for the benefit of the Condominium Property only, calendar year 1998 shall be designated as the "base year" for determining CAM. CAM as used herein shall include all Expenses actually incurred by the Hotel/Commercial Owner but shall exclude depreciation and budgeted reserves established for anticipated Capital Expenditures (the payment for which shall be paid by the MTCA as incurred, as more fully provided in Section 11.(b)(5) below). With respect to calendar year 1999, and for each calendar year thereafter, including calendar year 2003, inclusive, increases in CAM due and payable by the Condominium Property shall be "capped" at, and shall not exceed, an amount equal to the proportionate share of CAM payable by the Condominium Property during the preceding calendar year, multiplied by 200% of the percentage increase in the CPI for the entire preceding calendar year, determined annually on a non-cumulative basis.

To exemplify this calculation, as of the Effective Date of this Second Amended Operating Agreement, at the end of calendar year 2002, the amount of CAM due and payable by the Condominium Property for the Common Easement Areas before final reconciliation was \$326,057 and the Cap was \$160,323, resulting in a payment of CAM of \$160,323. For calendar year 2003, the

maximum amount of CAM due and payable by the Condominium Property for the Common Easement Areas shall be an amount equal to the product obtained by multiplying the 2002 cap amount of \$160,323 by 200% of the percentage increase in the CPI for calendar year 2002.

For calendar year 2004, and for each calendar year thereafter, increases in CAM due and payable by the Condominium Property for the Common Easement Areas shall be "capped" at, and shall not exceed the amount determined by multiplying the amount due and payable for the preceding calendar year by the Condominium Property by 180% of the percentage increase in the CPI for that same preceding calendar year, determined annually on a non-cumulative basis.

(5) Instead of including within CAM the share of the reserves for anticipated Capital Expenditures included in each annual budget, the MTCA and the Unit Owners have determined that it is in their collective best interest to reserve internally against their obligation to share in 25% of the Capital Expenditures incurred in connection with the Maintenance of the Common Easement Areas of the Marina City Complex and pay such amounts when billed by the Hotel/Commercial Owner, rather than to pay such amounts on an annual basis to the Hotel/Commercial Owner to be held by the Hotel/Commercial Owner in a replacement reserve established by the Hotel/Commercial Owners. Accordingly, the MTCA and the Unit Owners shall not be required to contribute to the Hotel/Commercial Owner's reserves for Capital Expenditures in connection with the Maintenance of the Common Easement Areas. Instead, the MTCA and the Unit Owners agree that upon the Hotel/Commercial Owner's and/or the House of Blues Owner's actual payment of Capital Expenditures in connection with the Maintenance of the Common Easement Areas, the Condominium Property shall promptly reimburse Hotel/Commercial Owner for 25% (or such other percentage determined as provided in this Section hereof) of the actual Capital Expenditures, within thirty (30) days after tender of an invoice therefor from the Hotel/Commercial Owner or its property manager. To facilitate internal financial planning by the MTCA, the Hotel/Commercial Owner shall regularly provide to MTCA, as more fully set forth in Section 11.1(b)(7) below, as and to the extent available, the Hotel/Commercial Owner's useful life study, anticipated replacement schedule and replacement reserve requirement. Notwithstanding the foregoing, for calendar year 2003 and for each calendar year thereafter, for purposes of determining the share of Capital Expenditures of the Condominium Property accrued and due and payable during such period pursuant to this Section, the percentage share of the Condominium Property for such Capital Expenditures shall be reduced from 25% to 22%. The Parties understand and agree that the obligation to pay Capital Expenditures is not subject to the Cap on CAM referred to in Section 11.1(b)(4) above, and is determined and paid independently as provided in this Section 11.1(b)(5).

(6) On or before November 1, 2003, the Hotel/Commercial Owner shall deliver to MTCA a budget of CAM for 2004 for use in budgeting by MTCA,

together with a statement of the estimated amounts payable by the MTCA under this Article 11 and Article 3 hereof. Such budget shall include an estimate of the Capital Expenditures for anticipated capital improvements and repairs of the Common Easement Areas for calendar year 2004 and, to the extent known or budgeted, for any succeeding years. Within one hundred eighty (180) days after the end of calendar year 2003, the Hotel/Commercial Owner shall notify MTCA in writing of the CAM budget adopted by the Hotel/Commercial Owner for calendar year 2004 and the amounts that MTCA will be required to pay during calendar year 2004 for CAM pursuant to this Article 11 and Expenses pursuant to Article 3 hereof; until such notice is given, the MTCA shall continue using the latest estimate provided. Once the notice is given, the MTCA shall pay any underpayment when compared to the CAM budget actually adopted, and the MTCA's actual share, or have the right to have any overpayments credited against ensuing payments of CAM. The process of providing an estimated CAM budget for a succeeding calendar year, and then "truing" the payments up when the CAM budget for the succeeding calendar year has been adopted, shall be repeated for each calendar year after 2003. Reconciliation of CAM actually paid by the MTCA for any calendar year, when the actual costs comprising CAM are known and reconciled, shall be handled as provided in 11.1(b)(7) below.

(7) Within one hundred eighty (180) days following the end of each calendar year, the Hotel/Commercial Owner shall determine the actual CAM and Expenses for such calendar year payable by the Condominium Property and shall notify the MTCA in writing (the "Statement") of such CAM and Expenses for such calendar year. If actual CAM and Expenses owed for such calendar year shall exceed the total payments made by the MTCA for such calendar year, then the MTCA shall, within thirty (30) days after receipt of the Statement, pay to the Hotel/Commercial Owner an amount equal to the excess of the amount due over the amount paid for such calendar year. If the payments paid by the MTCA for such calendar year exceed such CAM and Expenses owed for such calendar year, then the Hotel/Commercial Owner shall credit such excess to future payments of CAM and/or Expenses payable by the MTCA after the date of the Statement until such excess has been exhausted.

(8) MTCA shall have the right, at MTCA's sole cost and expense, to audit the Hotel/Commercial Owner's records of CAM (as referred to in Section 11.1(b)(3) and (4) hereof); Expenses (in connection with the Easements, rights and licenses granted in Article 3 and 4); and Capital Expenditures, under Section 11.1(b)(5) and (6) [collectively hereinafter referred to as "Condominium Property Allocable Costs"], together with the breakdown by the parties to this Second Amended Operating Agreement of the amount of CAM collected, but only if all the following criteria are met: (1) before conducting any audit, the MTCA must pay the full amount of the Condominium Property's Allocable Costs then claimed due, provided that by so doing the MTCA shall not be deemed to have waived any right to a refund of any amounts found to be in excess of the amounts otherwise due and payable; (b) in conducting the audit, the MTCA must

utilize an independent certified public accountant ("CPA") experienced in auditing multi-use, mixed-ownership project records; (c) the audit shall be conducted at the main offices of Hotel/Commercial Owner's duly designated property manager in Chicago, Illinois, or such other site within the Chicago Metropolitan area as Hotel/Commercial Owner may reasonably determine; (d) upon receipt thereof, the MTCA will deliver to Hotel/Commercial Owner a copy of the audit report and all accompanying data; (e) the MTCA, except as otherwise required by Law, will keep confidential the results of any audit conducted hereunder, and shall cause the CPA conducting said audit to keep such information confidential; (f) the MTCA shall not conduct an audit more often than once each calendar year; and (g) no so-called "contingent fee" auditors shall be allowed to audit Condominium Property Allowable Costs whose payment is based on percentage of overpaid Condominium Property Allocable Costs discovered. No audit shall cover a period of time in excess of the one calendar year immediately preceding the audit; provided, if an audit for one calendar year shall disclose an inappropriate allocation of expense as to one or more cost components, MTCA shall have the right to audit (or re-audit) information from the previous two years pertaining to such cost component and to receive an adjustment therefor, if appropriate, notwithstanding that either such previous year may have previously been the subject of an audit.

(9) The parties wish to compromise, settle and resolve a dispute which has arisen concerning certain costs and expenses claimed due the Hotel/Commercial Owner in connection with Capital Expenditures with respect to the Common Easement Areas accrued as of December 31, 2002, and certain other receivables relating to the Condominium Office, Condominium Package Room and Condominium Meeting Room, also claimed due as of December 31, 2002. A list of these costs and expenses is set forth on Exhibit K (the "MTCA Receivables"). The MTCA has agreed, contemporaneously with the execution and delivery of this Second Amended Operating Agreement, to pay MCHE the sum of \$175,000 in full discharge of the MTCA Receivables. Consequently, the parties acknowledge and agree, contemporaneously with the execution and delivery of this Second Amended Operating Agreement, and the collection of the \$175,000 payment, the MTCA shall be forever discharged and released from any further obligations with respect to the MTCA Receivables. This release shall not affect the liability of the MTCA for unpaid CAM for calendar year 2002, once reconciled, and also for Capital Expenditures accruing after December 31, 2002.

(10) The domestic (city) water main is located in the Hotel/Commercial portion of the Complex and the Complex receives water from the City of Chicago through two metered water intake pipes. Each Owner's share is submetered and the cost determined accordingly. As an accommodation to the MTCA and its Unit Owners, to allow sales and refinancing of loans on Units to more easily occur, the Hotel/Commercial Owner has allowed the MTCA to pay the total bill to the City and then seek reimbursement from the Hotel/Commercial Owner for the bills rendered by the City for water consumed. The Hotel/Commercial Owner, at its

sole cost and expense, shall Maintain all submeters in good condition and repair, and on a monthly basis shall take readings from those submeters, which shall be used to determine the reimbursement due the MTCA for the proportional cost of the Hotel/Commercial Owner's share of the MTCA's water bill, based on an invoice rendered after the meters have been read. This invoice, so created and rendered, shall be paid promptly by the Hotel/Commercial Owner to the MTCA. The MTCA from time to time may verify the readings and may also determine if the submeters are being maintained in good condition and repair. The Hotel/Commercial Owner reserves the right, however, on sixty (60) days' prior written notice to the MTCA, to adjust the billing from the City so that the Hotel/Commercial Owner is the primary party billed, and then the MTCA will be billed by the Hotel/Commercial Owner for the MTCA's share of the City bill.

(11) The Hotel/Commercial Owner has agreed to replace the carpeting in the Concourse Level lobby, including the Condominium Meeting Room and Condominium Office. That process has already started, and the MTCA and the Hotel/Commercial Owner are consulting with each other as to color, grade and cost. The parties understand that up to \$35 per square yard is the amount agreed to by the parties for this purpose, to be funded by the Hotel/Commercial Owner at its sole cost and expense. The MTCA may seek an upgrade over this amount, but shall be responsible for all and shall pay all excess cost, when the costs are incurred.

[End of Page 42]

(c) **Rules and Regulations.**

(1) **Commercial Tenants.** The parties acknowledge that MTCA is subject only to the terms and conditions set forth in this Second Amended Operating Agreement and the Rules and Regulations attached hereto as Exhibit L, which may be updated and revised as reasonable under the circumstances and is not subject to any rules and regulations promulgated only with respect to the commercial tenants by the Hotel/Commercial Owner. Nevertheless, the Hotel/Commercial Owner agrees for informational purposes, upon written request from the MTCA, to provide the MTCA from time to time with copies of the then current rules and regulations generally applicable to its commercial tenants. The parties also acknowledge that while the Hotel/Commercial Owner reserves the right to utilize its discretion in the enforcement of its rules and regulations with respect to commercial tenants, there is nothing to preclude MTCA from entering into separate, direct agreements with any commercial tenant, which have the effect of regulating conduct and relationship of those tenants with respect to issues of importance to the Condominium residents. The MTCA acknowledges and agrees that the Hotel/Commercial Owner shall not be bound by these separate agreements.

ARTICLE 12
RELOCATION OF EASEMENTS

12.1 **Relocation of Easements; Restoration and Related Rights; Encroachments.**

(a) **Relocation of Easements.** Whenever an Owner determines that any easement granted or reserved herein might be relocated to better serve the use, operation, or Maintenance of such easement, or is desirable or necessary in connection with the operation or development of the portion of the Complex burdened by the easement thereof and such relocation would not have a material adverse effect upon the party benefited by the easement, the parties hereto agree to amend this Second Amended Operating Agreement accordingly to provide for such relocation. The Owner requesting the relocation shall bear all costs and expenses incurred in connection with the relocation, including engineering and legal fees. The Hotel/Commercial Owner expressly reserves the right to relocate the Mailbox Easement Area to the Mailbox Easement Relocation Area, without the prior consent of the MTCA or the Condominium Residents, on the following terms and conditions: (i) the Hotel/Commercial Owner shall obtain the prior written consent of the United States Postal Service ("USPS"), including proposed access to the mailboxes; (ii) the new mailboxes shall be fully complete and operational and accepted for service by the USPS before the old mailboxes are demolished; (iii) the new mailboxes shall be comparable in design, construction and operation to the old mailboxes, and the work shall be performed in a good and workmanlike manner, in compliance with applicable Laws; and (iv) the Hotel/Commercial Owner shall provide thirty (30) days' advance written notice of the commencement of the relocation of the mailboxes to the MTCA.

(b) **Restoration of Condition of Property.** Whenever an Owner enters the Property of another to perform Maintenance as required by this Second Amended Operating Agreement, such owner performing Maintenance shall promptly repair any damage caused by its activities and shall promptly restore the property affected thereby as nearly as possible to its condition prior to the Maintenance activities, taking into account the work required to be performed by the Owner in question. If the Owner performing such Maintenance fails to repair and restore property so damaged within fifteen (15) days after written notice specifying the failure, the Owner whose property is so affected may thereafter complete such repair and restoration and, in that event, the costs incurred in so doing shall be paid by such Defaulting Owner upon demand and shall be secured by a lien against such Defaulting Owner's property in the Subdivision as provided in Article 10 hereof.

(c) **Encroachments.** If, by reason of construction (which is permitted hereunder or which has first been approved by the affected Owner), settlement, shifting or any other cause, any portion of the Improvements now or hereafter situated on the Condominium Property shall encroach onto the Hotel/Commercial Property or the House of Blues Property, there shall be deemed to be an easement to the extent of such encroachment for so long as the same shall exist.

(d) **Modification of Common Easement Areas.** The MTCA and each other Owner each recognize the need for the Hotel/Commercial Owner to retain flexibility with regard to the continuing development and use of the Hotel/Commercial Property (and the House of Blues Owner, with respect to the House of Blues Property) in a commercially necessary or desirable manner. The MTCA and each other Owner further recognize that it may be necessary, appropriate or desirable for the Hotel/Commercial Owner to make changes, alterations and modifications to the Common Easement Areas, including changes in the furnishings in the Common Easement Areas and to place reasonably sized sculptures, art work, fountains, awnings, overhead walkways, and/or canopies with the Common Easement Areas; and to make traffic control changes, including placing speed bumps, traffic control signs and other traffic control devices within the Common Easement Areas; provided that such actions do not materially adversely change the Common Easement Areas or the MTCA's use thereof or fail to comply with applicable Laws. Any other changes, alterations or modifications to the Common Easement Areas must be consented to by the MTCA, such consent when requested not to be unreasonably withheld, conditioned or delayed. The MTCA agrees that the Hotel/Commercial Owner and the House of Blues Owner each reserve the right to make changes to the Improvements and Facilities located on their portions of the Complex, consistent with the quality and character of the existing Improvements and Facilities, in compliance with applicable Laws, so long as (i) the rights of access, including ingress and egress established under this Second Amended Operating Agreement and free, open, unconditional and uninterrupted access to and from: (a) North Dearborn Street on the west, (b) North State Street on the east, (c) the Vertical Transportation Center; and (d) the Common Easement Areas, shall continue to exist, and (ii) there is no material adverse effect on the use of any other Easements, rights and licenses granted to the MTCA, Unit Owners, including the Exclusive Condominium Easement Areas and Condominium

Exclusive Use Areas; and (iii) all modifications, alterations, improvements, additions and changes comply with Law and are performed in a good and workmanlike manner consistent with the quality and character of the existing Improvements. Other changes shall require the consent of the MTCA, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, all parties consent and agree that such access may be interrupted during periods of time when (i) Maintenance is being performed to the areas described in (a) through (d), or (ii) changes, improvements, alterations or modifications are being made to these areas, provided that temporary substitute access is provided, and when the alteration, change, improvement or modification is completed, permanent access is restored

ARTICLE 13 **AUTHORITY OF MTCA**

13.1 **Effect of Submission of Lots 1 and 2 to Condominium Property Act.** Lots 1 and 2 have heretofore been submitted to the provisions of the Condominium Property Act of the State of Illinois (765 ILCS 605/1 et seq.). Pursuant to the authority granted in Section 13 of the original Operating Agreement recorded with the Recorder of Cook County, Illinois on December 15, 1977 as Document 24238691, all rights and benefits under this Second Amended Operating Agreement shall be exercised on behalf of the Unit Owners, and all obligations of such Unit Owners shall be discharged by, the MTCA or its successors (being the Association of such owners duly constituted from time to time as required by the Condominium Property Act).

ARTICLE 14 **ADDITIONAL AGREEMENTS REGARDING USE AND OCCUPANCY**

14.1 **Noise.** The Hotel/Commercial Owner and the House of Blues Owner recognize the need to minimize noise disruptions emanating from the commercial portions of the Marina City Complex so as to protect the quality of life enjoyed by residents at the Marina City Complex. Similarly, the MTCA acknowledges the need of the Hotel/Commercial Owner and the House of Blues Owner to attract patrons to businesses operated in the Complex and for those businesses to succeed. The House of Blues Owner agrees to restrict the external broadcast of amplified music from commercial portions of the Marina City Complex located upon the Plaza Level of the Marina City Complex so as not to exceed existing ambient noise levels and street noise and violate Laws. The parties hereto acknowledge that the broadcast of low volume public address systems and low volume ambient music in and about the House of Blues, the Hotel, restaurants and other commercial establishments shall not be deemed a violation of this Section provided the volume of such broadcasts is not audible within the individual residential units located in the Marina City Complex at levels above other ambient noise levels and street noise. The parties hereto recognize that the Marina City Complex constitutes a commercial mixed use development and that reasonable amounts of music and noise will inherently exist within the lobbies and other interior commercial areas of the Marina City Complex. The Hotel/Commercial Owner with respect to commercial tenants located within the Hotel/Commercial Property and the House of Blues Owner, with respect to the House of Blues, each separately agree to use reasonable efforts to discourage the broadcast of noise and music emanating from such commercial establishments located in the commercial areas of the Marina

City Complex which exceed other ambient noise levels and street noise and which would violate applicable Laws governing noise levels. The Hotel/Commercial Owner also agrees to use reasonable efforts to encourage boats utilizing the marina at the Complex to comply with all City ordinances and to keep noise and music at levels which would not constitute an undue nuisance. In the event of a default under this Section, the actual Defaulting Owner shall be the party solely responsible to the MTCA for remediating the problem. The MTCA further acknowledges and agrees that the Hotel/Commercial Owner is not responsible for issues associated with the House of Blues; nor is the House of Blues Owner responsible for issues associated with the Hotel/Commercial Property; the MTCA shall look solely to each Owner for enforcement of this Section 14.1 with respect to the patrons and Permittees of each of these Owner's component of the Complex.

14.2 **Lighting and Security.** The Hotel/Commercial Owner, the House of Blues Owner and the MTCA have agreed upon additional security which has resulted in the deployment of additional security personnel, lighting, and other matters. Exterior lighting and the lighting of interior public spaces has also occurred. All parties acknowledge and agree that the development, approval, and implementation of any security plan is a mutual undertaking for the common benefit of all parties and their respective Permittees of the Marina City Complex; accordingly, none of the parties hereto assumes any liability that it would not otherwise have for the safety or security of the other Owners or their Permittees by reason of the development, approval, or implementation of any security plan, other than knowingly failing to implement or comply with any security plan so developed and approved pursuant to this Section 14.2. In the event of a default under this Section, the actual Defaulting Owner shall be the party solely responsible to the others for remediating the problem.

14.3 **Liaison Representatives.** It is the intention and desire of the parties hereto to maintain open communication as to matters of mutual concern so as to minimize risks of misunderstanding and confrontation between the parties. In furtherance of this intention and desire, each of the parties to this Second Amended Operating Agreement agree to designate one Liaison Representative to consult with the others, and who may be consulted by the others, with respect to such issues and matters of mutual concern as may, from time to time, arise. The parties intend that the Liaison Representative shall act as a single point of communication of concerns of each of the Owners and their respective occupants. The property manager for the Hotel/Commercial Property shall act as the Liaison Representative for the Hotel/Commercial Property. The general manager of the House of Blues, or other Person designated by the House of Blues Owner shall act as the Liaison Representative for the House of Blues. The Property Manager for the MTCA shall act as the Liaison Representative for the Condominium Property. For example, Condominium Residents will communicate concerns regarding the commercial space, parking issues, and the like to the MTCA Liaison Representative, to discuss with the Hotel/Commercial Owner/House of Blues Owner Liaison Representative. Likewise, the parties intend that commercial tenants will communicate problems, concerns and questions concerning the MTCA, Condominium Residents and/or the Condominium Property in general to the Hotel/Commercial Owner/House of Blues Owner Liaison Representative so that she or he might communicate the same to MTCA's Liaison Representative. Each such Liaison Representative shall be directed to promptly report to their respective principals issues and concerns raised by the other(s) and to work in good faith with the corresponding Liaison Representative of the

other(s) in an effort to resolve the legitimate concerns of the other which may from time to time arise. As part of this process, the Liaison Representatives and their principals shall consider whether regular meetings of the Liaison Representatives will further these ends. Each Owner reserves the right, to be exercised in an Owner's sole discretion, to change its Liaison Representative. Such change shall be effective upon written notice given to the other Owners, naming the new representative and the effective date of the appointment.

14.4 **Political Covenant.** The MTCA for itself, and for any successor, covenants that it will not initiate, enact, endorse or in any way give support to or voice support for any action which (a) seeks to have the Complex or any portion thereof designated as a landmark; (b) seeks to have the precinct in which the Complex is located voted "dry"; (c) opposes, or challenges or seeks the revocation of any liquor license issued or to be issued or renewed to (i) the House of Blues Owner (or any Affiliate) or Occupant of the House of Blues or (ii) the Hotel (or any Affiliate) or operator of the Hotel or (iii) any Occupant of any commercial space in the Hotel/Commercial Property; or (d) seeks to have the Marina City Complex's current zoning changed. Moreover, at the request of either the Hotel/Commercial Owner or the House of Blues Owner, the MTCA shall issue a letter, addressed to any potential Commercial Space tenant as either the Hotel/Commercial Owner or the House of Blues Owner identifies, expressly restating and reconfirming the foregoing covenant and affirming the MTCA's continuing adherence thereto.

ARTICLE 15 **UNAVOIDABLE DELAY**

15.1 **Unavoidable Delay.** An Owner shall not be deemed to be in default in the performance of any obligation under this Second Amended Operating Agreement, if and so long as nonperformance of such obligation shall be directly caused by fire or other casualty, national emergency or municipal laws or restrictions, enemy action, civil commotion, strike, lockouts, inability to obtain labor or materials, war or national defenses or requisitions and impositions thereof, preemptions, acts of God, terrorist attack, bio-terrorism, or other causes of a similar or dissimilar nature beyond such Owner's reasonable control. Financial inability shall not constitute a matter beyond an Owner's reasonable control and failure based on non-payment of sums due shall not be excused.

ARTICLE 16 **ESTOPPEL CERTIFICATIONS**

16.1 **Estoppel Certificate.** The Owners shall, from time to time, within ten (10) business days after written request from any Owner, execute, acknowledge and deliver to such Owner a certificate in recordable form stating:

(a) That the terms and provisions of this Second Amended Operating Agreement are unmodified and are in full force and effect, or, if modified, identifying the modification agreements forming the basis of any modifications.

(b) Whether there is any existing default hereunder by the other party and, if so, specifying the nature and extent thereof.

(c) Whether the party executing such certificate is performing work for which such party expects reimbursement under the provisions hereof.

(d) The nature and extent of any set-offs, claims or defenses then being asserted or otherwise known by the party against the enforcement of the other party's obligations hereunder.

(e) The total amount of all liens being asserted under the provisions of Article 10 hereof.

(f) The nature and extent of any notice given or demand made upon the other party which has not been satisfied.

(g) Such other matters as may be reasonably requested.

ARTICLE 17

NOTICE

17.1 Notice to Parties; Cure.

(a) Any and all notices required or permitted to be given hereunder may be served by a party or such party's attorneys, shall be in writing and shall be deemed served, if by personal delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the next business day after the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight messenger service (i.e. Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to the Hotel/Commercial
Owner:

Marina City Hotel Enterprises, L.L.C.
c/o Partnership Acquisition Trust VIII
Two World Financial Center
Building B, 22nd Floor
New York, New York 10281
Attention: James Lee

and to:

HOB Entertainment, Inc.
6255 Sunset Boulevard, 16th Floor
West Hollywood, California 90028
Attention: Daniel Fishkin

With a copy to:

Piper Rudnick
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: Sandra Y. Kellman, Esq.

and

Hennigan, Bennett & Dorman
601 Figueroa Street
Suite 3300
Los Angeles, CA 90017
Attention: Bruce Bennett

If to the House of Blues Owner: HOB Entertainment, Inc.
6255 Sunset Boulevard, 16th Floor
West Hollywood, California 90028
Attention: Daniel Fishkin

If to MTCA: Marina Tower Condominium Association
300 North State Street
Chicago, Illinois 60610
Attention: President

With a copy to:

Michael Best & Friedrich
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611
Attention: David Sugar, Esq.

(b) A new Owner, after acquiring an ownership interest in any part of the Complex, shall serve written notice upon the other Owners to this Second Amended Operating Agreement, to the names and addresses and with the copies provided above, setting forth the name and address to which notices under this Section shall be given to such new Owner. Notices to any Unit Owner or any Condominium Resident or any present or future Owner of any part or all of the Condominium Property shall be deemed served if and when such notice is served upon MTCA, as provided in Section 17.1(a). hereof.

(c) Notwithstanding anything set forth or implied herein to the contrary, no party hereto shall be deemed in default hereof unless such party is served with written notice of such claimed default and thereafter fails to cure such default, in the case of failure to pay any sums due hereunder, within thirty (30) days after written notice, or in the event of any other default hereunder, within sixty (60) days after written notice; provided, if such claimed non-monetary default cannot reasonably be cured within sixty (60) days after written notice, such party shall not be deemed to be in default so long as such party shall take substantial steps toward curing such default within the said sixty (60) day period and shall, thereafter, diligently pursue such cure to completion. The cure provision set forth herein shall run concurrently, not consecutively, with the cure periods set forth in Article 3.

ARTICLE 18

LIMITATION OF LIABILITY

18.1 **Limitation of Liability.** In the event of any conveyance or divestiture of title to any portion of the Complex (1) the Owner or the person or persons, corporation or corporations or other entity or entities who are divested of title shall be entirely freed and relieved of all covenants, obligations and rights thereafter accruing hereunder with respect to the Parcel (and Improvements and Facilities located therein) so conveyed (but not with respect to any ownership interest in any other Parcel constituting a part of the Complex as to which such Owner or other entity retains an ownership interest) and (2) the grantee or the person or persons, corporation or corporations, or other entity or entities who otherwise succeed to title of such Parcel shall be deemed to have assumed all of the covenants, obligations and rights of the Owner as to such Parcel (and Improvements and Facilities located therein) thereafter accruing hereunder until such grantee or successor is freed and relieved therefrom pursuant to clause (1) hereof. The enforcement of any rights, lien, or obligations described or created in this instrument shall be limited to the interest of such Owner in the Complex and no judgment against any Owner shall be subject to execution on, or be a lien on, any assets of any such owner other than such Owner's interest in the Complex.

ARTICLE 19

DISPUTE MEDIATION

19.1 Dispute Mediation Procedure.

(a) Any disputes between the Owners or their successors or assigns, relating to any matter set forth in this Second Amended Operating Agreement that cannot be resolved between the parties within thirty (30) days after written notice of such dispute is first given between the parties shall first be subject to mediation in accordance with the provisions set forth in this Section 19.1, before a party can bring an action at law or in equity, except for Emergency Situations or in the event injunctive relief is sought.

(b) The President of MTCA shall appoint from time to time the association property manager, or such other person as he or she shall deem appropriate, to act as the advocate for MTCA in connection with Dispute Resolution under Section 19.1 (a). The

Hotel/Commercial Owner shall appoint from time to time, by written notice to the other parties hereto, such person as it shall deem appropriate to act as the advocate for the owner of the Hotel/Commercial Property. The House of Blues Owner shall appoint from time to time, by written notice to the other parties hereto, such person as it shall deem appropriate to act as the advocate for the House of Blues Property. Whenever a dispute arises under this Section, any of the parties to such dispute shall be entitled to notify (in accordance with Section 19.1 hereof) the other party or parties affected by the issue in dispute (the parties in any such dispute being sometimes referred to herein as the "Disputing Parties") to schedule a meeting at which each of the advocates (together with such counsel and/or consultants as each may desire to have in attendance to advise it on the matters in question) shall be invited in order to attempt to discuss and mutually resolve the issue in dispute. The Disputing Parties shall cooperate in good faith to schedule such meeting on a mutually agreeable business day that is between five (5) business days and fifteen (15) business days following delivery of the aforesaid notice. Unless otherwise agreed by the Disputing Parties, such meeting shall take place at the Marina City Complex. Each Disputing Party shall confer upon its advocate authority to bind their respective principals to any agreement reached at such meeting. Such meeting shall not be deemed a hearing, but shall be deemed a negotiation in pursuit of settlement for purposes of any future litigation between the Disputing Parties. Disputing Parties, at their election, may select a mediator to help facilitate a resolution of the dispute. The cost of the mediator's services shall be shared equally by the Disputing Parties.

(c) If any Disputing Party is not satisfied with the outcome of any mediation meeting, any Disputing Party, within fourteen (14) days of the meeting shall give written notice to the other Disputing Party or Parties that the party giving such notice is not satisfied with the proposed resolution, which determination may be made in the sole and absolute discretion of the unsatisfied Disputing Party, in which case the Disputing Parties shall be free to pursue remedies at law or in equity to resolve the disputes.

ARTICLE 20 **GENERAL**

20.1 **Severability**. If any provision of this Second Amended Operating Agreement or any sections paragraph, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Second Amended Operating Agreement and of the application of any such provision, section, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Second Amended Operating Agreement shall be construed as if such invalid part were never included therein.

20.2 **Headings**. The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

20.3 **Supplements**. Each of the Owners agrees that the Owners may supplement, by written instrument, portions of this Second Amended Operating Agreement without the joinder

by all Owners, with respect to those portions of the Complex or rights and obligations hereunder which affect only those Owners, if such supplement would not impair or diminish the rights of the non-participating Owner or increase the obligations of the non-participating Owner hereunder. In such case, the Owners shall provide the unaffected Owner with a copy of the proposed supplement in final recordable form. If the non-participating Owner objects because in its good faith judgment the proposed supplement would affect its portion of the Complex or rights and obligations, the non-participating Owner must object in writing to the participating Owners specifying detailed reasons within thirty (30) days after receipt of the proposed supplement ("Supplement Objection Notice"). If no Supplement Objection Notice is given, then the participating Owners may record such supplement, and thereafter provide a stamped copy to all Owners, in which case they will be bound by this Second Amended Operating Agreement, as supplemented by the supplement.

20.4 **Interpretation.**

(a) This Second Amended Operating Agreement, and all of the obligations of the parties arising hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois "choice of law" principles which would require construction under the laws of a different jurisdiction), and Cook County, Illinois shall be deemed a proper venue for any action arising hereunder or in connection herewith.

(b) This Second Amended Operating Agreement amends, restates and replaces, in their entirety, the Original Operating Agreement, the Amended Operating Agreement, the Settlement Agreement and the Memorandum of Understanding. From and after the Effective Date, the rights and obligations of the parties hereto, their successors in interest and assigns shall be governed and controlled by this Second Amended Operating Agreement, and not these other agreements. Further, the MTCA, for itself, for all Unit Owners, all Occupants of the Condominium Property and their respective Permittees, acknowledges and agrees that all obligations under the Memorandum of Understanding and Settlement Agreement have been fully satisfied and performed by the Hotel/Commercial Owner, and, to the extent applicable, the House of Blues Owner, and that the Memorandum of Understanding and Settlement Agreement are each fully replaced and superceded by this Second Amended Operating Agreement and have no further force or effect.

(c) The amended or changed language of this Second Amended Operating Agreement has been prepared as a result of extensive negotiations and cooperative drafting by legal counsel for the respective parties hereto and, for such reason, the role of contract construction commonly known as *contra proferentum* shall not be deemed to apply to the interpretation of the amended or changed language included in this instrument from the language of the Original Operating Agreement or the Amended Operating Agreement. Instead, in the event application of the rules of contract construction are applicable to determine the meaning and intent of the parties as expressed herein, any court of competent jurisdiction is authorized to construe this instrument in such manner as may be appropriate to result in a commercially reasonable

interpretation of the rights and obligations granted or reserved to the parties under this Second Amended Operating Agreement (including all Exhibits attached hereto).

(d) Notwithstanding anything contained in (b) above, this Second Amended Operating Agreement is intended to establish, govern and control the rights and the obligations between the Condominium Property, on one hand, and the Hotel/Commercial Owner and the House of Blues, on the other, with respect to matters arising between the Condominium Property and the commercial portions of the Complex. This Second Amended Operating Agreement shall not amend, modify, change or affect any agreement, recorded or otherwise, between the Hotel/Commercial Owner and the House of Blues with respect to the matters contained in those separate agreements, including the Commercial Owner's REA. With respect to any matter not involving the Condominium Property, the MTCA, the Unit Owners or Occupants of the Condominium Property, and which is the subject of a separate agreement between the Hotel/Commercial Owner and the House of Blues Owner, that separate agreement shall govern and prevail.

20.5 **Several Liability.** As a material inducement for the Hotel/Commercial Owner and the House of Blues Owner to enter into this Second Amended Operating Agreement, the MTCA acknowledges and agrees that although HOB Marina City Partners, L.P. is a successor owner of a portion of Lot 3 and Lot 4 as referred to in the Amended Operating Agreement and Plat of Subdivision and is therefore a successor in interest to the "Grantor" under the Amended Operating Agreement to the extent of that ownership interest, HOB Marina City Partners, L.P. has completed the improvements it is responsible for constructing on the House of Blues Property and does not control the construction, improvement, or activities on the Hotel/Commercial Property. Therefore, (a) the Hotel/Commercial Owner and its successors and assigns shall be solely and severally liable for the covenants, duties or responsibilities to be observed or carried out with respect to use, development, improvement, alteration, operation, management, maintenance, repair, replacement, or reconstruction of the Hotel/Commercial Property, including the Common Easement Areas, and (b) HOB Marina City Partners, L.P. and its successors and assigns shall be solely and severally liable for the covenants, duties or responsibilities to be observed or carried out with respect to the use, development, improvement, alteration, operation, management, maintenance, repair, replacement, or reconstruction of the House of Blues Property. HOB Marina City Partners, L.P., its successors and assigns, shall not be responsible or liable for any default or failure by the Hotel/Commercial Owner, its successors and assigns, to observe or carry out the covenants, duties, or responsibilities of the Hotel/Commercial Owner, with respect to the Hotel/Commercial Property, and the Hotel/Commercial Owner, its successors and assigns, shall not be responsible or liable for any default or failure by HOB Marina City Partners, L.P., its successors and assigns, to observe or carry out the covenants, duties, or responsibilities of HOB Marina City Partners, L.P. with respect to the House of Blues Property. In any case in which the provisions of this Second Amended Operating Agreement state that the Hotel/Commercial Owner shall bear or pay certain costs, or perform certain obligations, such costs shall be borne or paid and the obligations performed by the Hotel/Commercial Owner, but without limiting the Hotel/Commercial Owner's right to seek contribution or reimbursement of such costs or a portion thereof, or to delegate performance of any of the obligations to, the House of Blues Owner under one or more separate agreements between the Hotel/Commercial Owner and HOB Marina City Partners, L.P.

20.6 **Counterparts.** This Second Amended Operating Agreement may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Second Amended Operating Agreement shall not be enforceable against any party hereto unless all parties hereto have executed at least one (1) counterpart.

20.7 **Authority.** Each Owner executing this Second Amended Operating Agreement for and on behalf of the respective parties, represent and warrant that they have full right, power and authority to execute this Second Amended Operating Agreement and perform its terms. The MTCA further represents and warrants that all requisite action under the Act and the Condominium Declaration required to authorize the execution and performance of this Second Amended Operating Agreement by the MTCA has been taken, and that this Second Amended Operating Agreement shall be enforceable against the MTCA, in accordance with its terms. The MTCA has also delivered to the Owners a certified copy of a board resolution authorizing the execution, delivery and performance of this Second Amended Operating Agreement.

20.8 **Binding.** The terms and provisions of this Second Amended Operating Agreement shall be binding upon, and inure to the benefit of the successors in interest and assigns of the parties hereto.

[End of Second Amended Operating Agreement]

IN WITNESS WHEREOF, this Second Amended and Restated Operating Agreement is executed by the parties hereto as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective as of the day and year first above written.

IN WITNESS WHEREOF, Marina City Hotel Enterprises, L.L.C. has agreed to this Second Amended and Restated Operating Agreement as of this 11th day of April, 2003.

**MARINA CITY HOTEL ENTERPRISES,
L.L.C.**

Agreed:

**PARTNERSHIP ACQUISITION TRUST VIII, a
Delaware Business Trust**

By: James Lee
Name: JAMES LEE
Title: ATTORNEY-IN-FACT

Agreed:

**HOB HOTEL CHICAGO PARTNERS, L.P., a
Delaware limited partnership**

By: **HOB Hotel Chicago, Inc., a Delaware
corporation, its General Partner**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Second Amended and Restated Operating Agreement is executed by the parties hereto as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective as of the day and year first above written.

IN WITNESS WHEREOF, Marina City Hotel Enterprises, L.L.C. has agreed to this Second Amended and Restated Operating Agreement as of this 11th day of April, 2008.

**MARINA CITY HOTEL ENTERPRISES,
L.L.C.**

Agreed:

**PARTNERSHIP ACQUISITION TRUST VIII, a
Delaware Business Trust**

By: _____
Name: _____
Title: _____

Agreed:

**HOB HOTEL CHICAGO PARTNERS, L.P., a
Delaware limited partnership**

By: HOB Hotel Chicago, Inc., a Delaware
corporation, its General Partner

By: David L. Worrell
Name: DAVID L. WORRELL
Title: ASST. SECRETARY

STATE OF New York)
COUNTY OF Nassau) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named James Lee of Marina City Hotel Enterprises, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

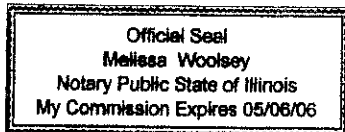
GIVEN under my hand and Notarial Seal
LISA MURDY
Notary Public, State of New York
No. 1MU5051094
Certificate filed in New York County
Qualified in Nassau County
Commission Expires October 23, 192005

April 11, 2003
Lisa Murdy
Notary Public

STATE OF Illinois)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named David L. Worrell of Marina City Hotel Enterprises, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal



April 11, 2003
Melissa Woolsey
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On April 11, 2003, before me, Deborah R. Stussman, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Daniel L. Fishkin

Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah R. Stussman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

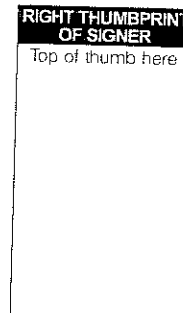
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

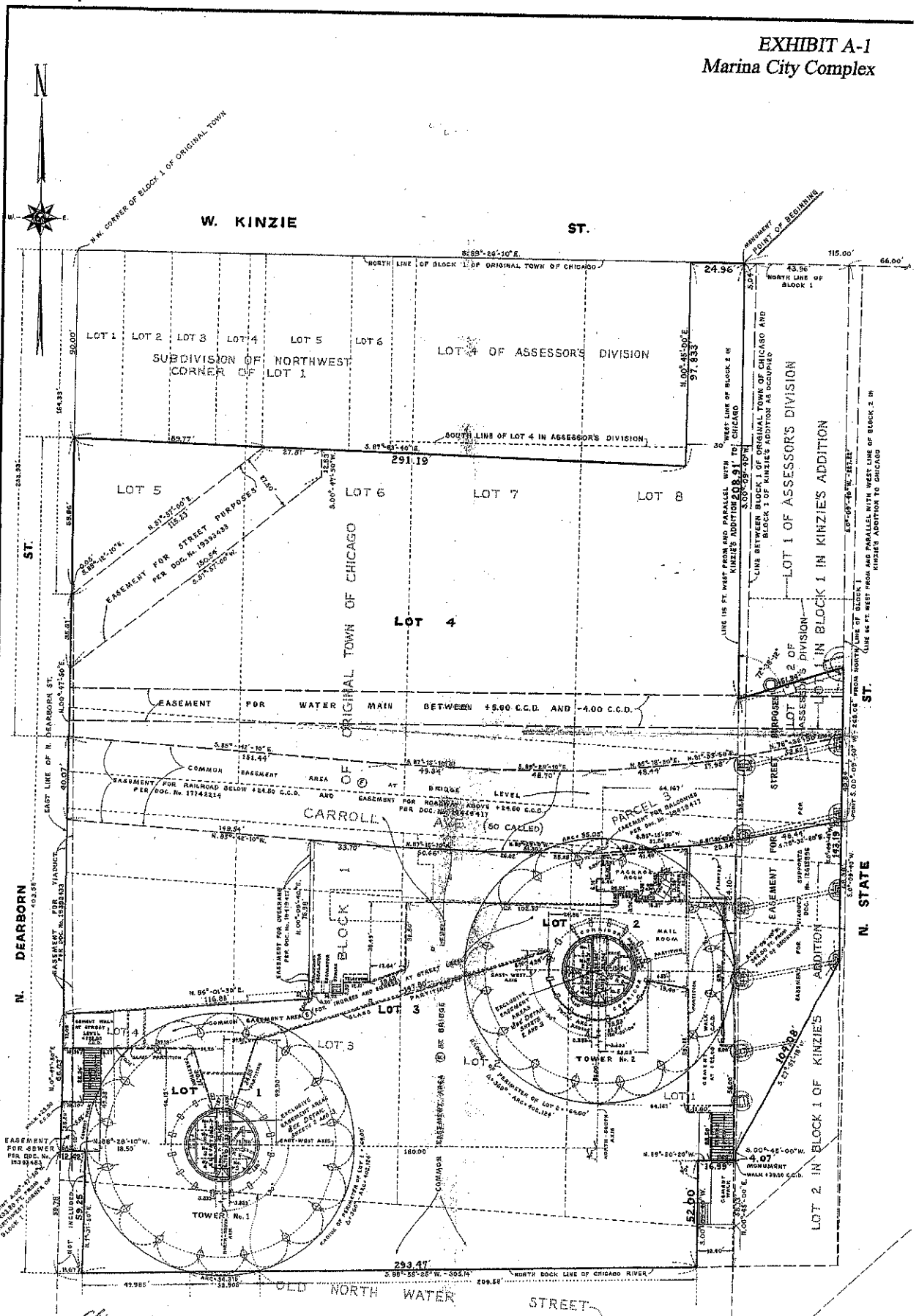
- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



Marina City Complex

BEING ALL LOTS 1 TO 4, BOTH INCLUSIVE, IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238690, IN COOK COUNTY, ILLINOIS, TOGETHER WITH EASEMENT RIGHTS CREATED PURSUANT TO DOCUMENTS RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBERS 19419417, 24108167, 24238690 AND 24238691.



Chicago

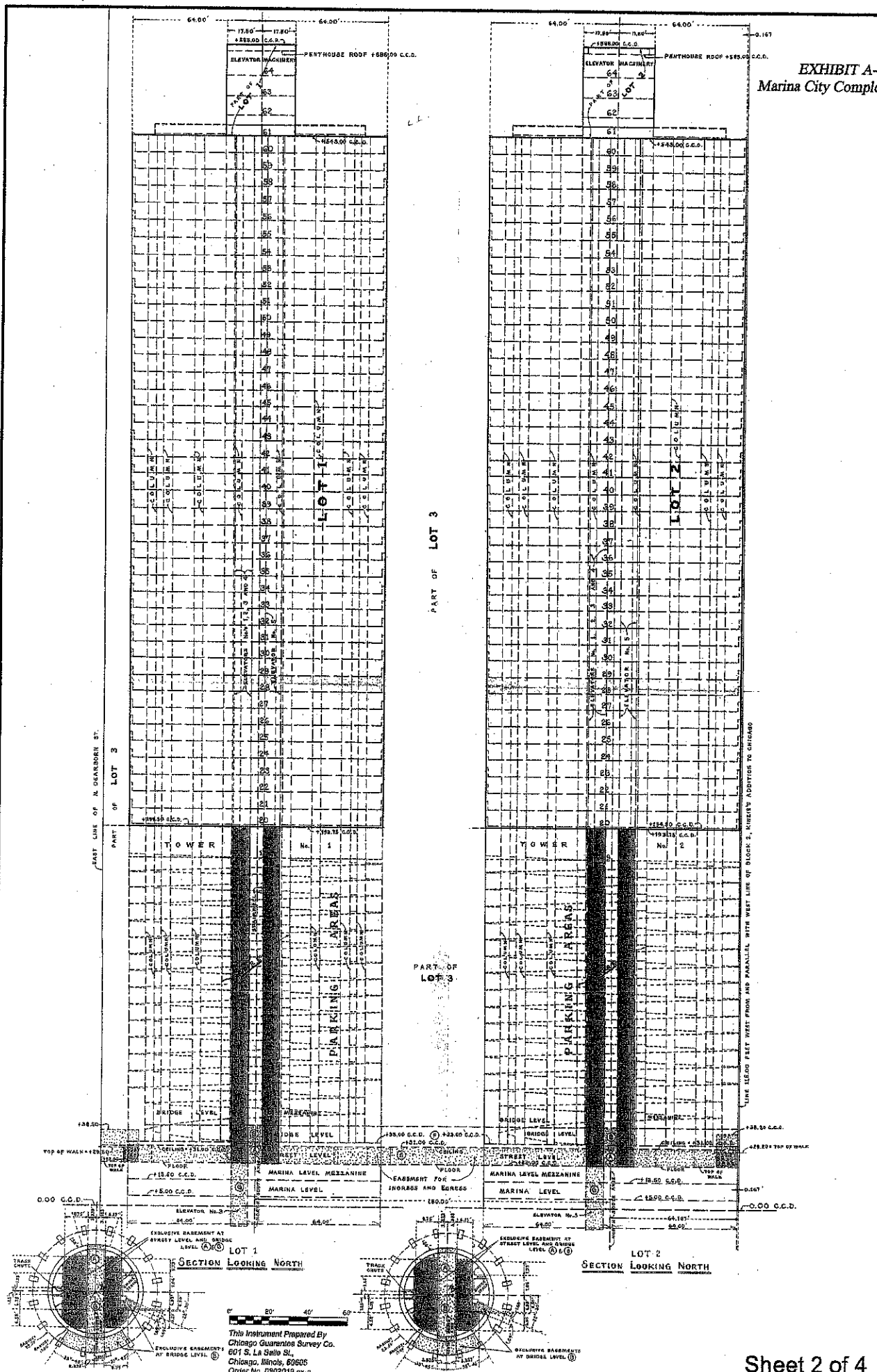
This Instrument Prepared By
Chicago Guarantee Survey Co.
801 S. La Salle St.
Chicago, Illinois, 60605
Order No. 5362019-0x-6

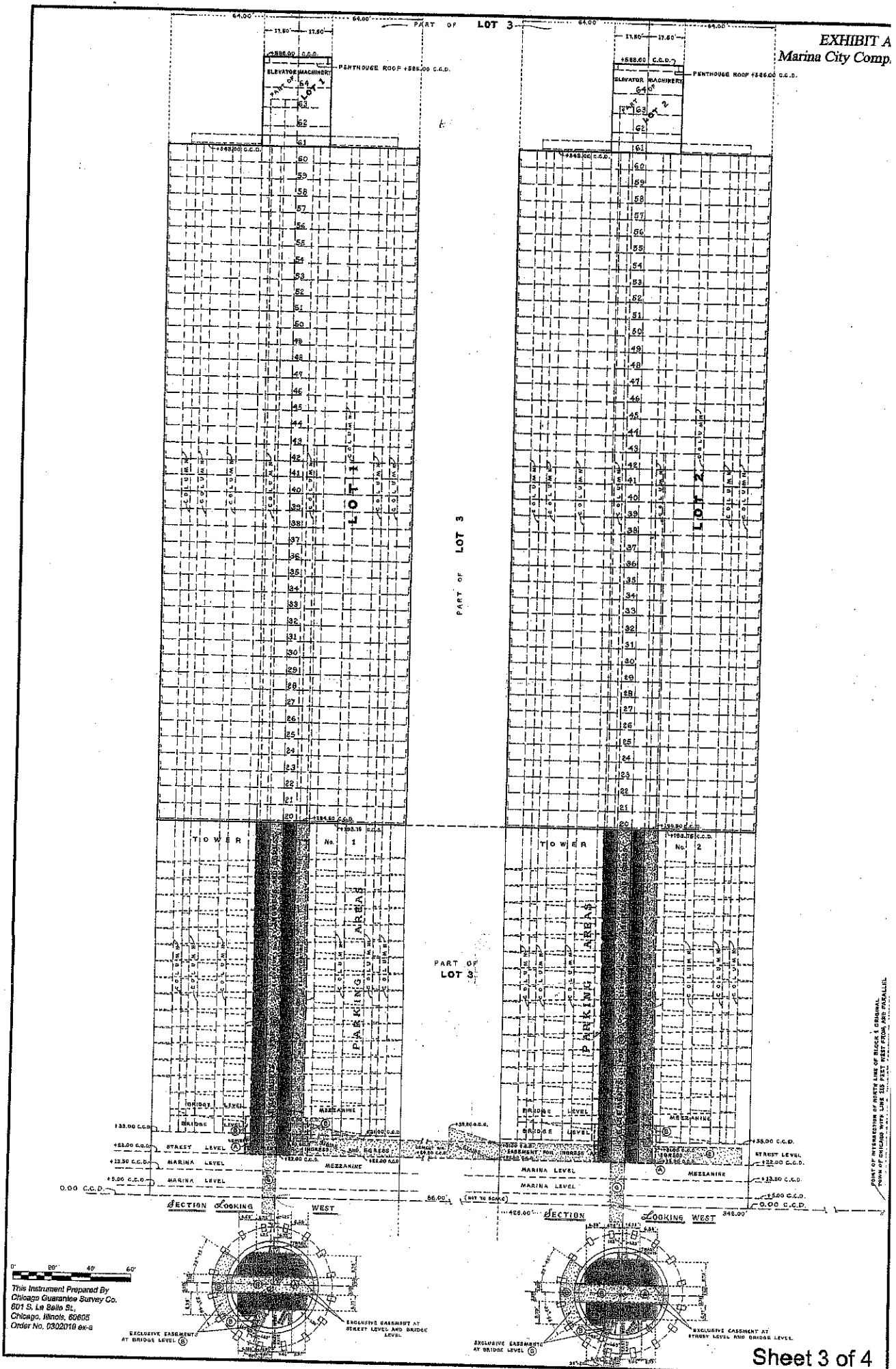
NOTES:
FOR DOT DESCRIPTIONS SEE SHEET 2

Exclusive Easement Areas for Express and Egress (Concerning Lots 1 and 2) are created and labeled as follows:
(a) Easement in Space and Facilities Occupied by Core at Street Level;
(b) Easement in Space and Facilities Occupied by Core at Bridge Level;
(c) Easement in Space and Facilities Occupied by Balcony above +22.00 C.C.D.;
(d) Easement in Space and Facilities Occupied by Balcony above +22.00 C.C.D.

Easements in Common With Owners of Lots 1 and 4 are labeled as follows:
(1) Easement for Express and Egress to and from Lots 1 and 2 in and across Lot 3 at Street Level between N. State Street and E. Dearborn Street;
(2) Easement for Express and Egress to and from Lots 1 and 2 in and across Lots 3 and 4 at Bridge Level between N. State Street and N. Dearborn Street;
(3) Facility Easement for Delivery to Owners of Lots 1 and 2, subject to Right of Ingress and Egress to Mezzanine Level Reserved unto Owners of Lots 3 and 4.

Price





This Instrument Prepared By
Chicago Guarantee Survey Co.
801 S. La Salle St.
Chicago, Illinois, 60605
Order No. 0302019 ex-a

Hotel/Commercial Parcel

THAT PART OF LOT 3, SITUATED BELOW A PLANE OF 193.75 FEET ABOVE CHICAGO CITY DATUM AND ALL OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238690, IN COOK COUNTY, ILLINOIS, TOGETHER WITH EASEMENT RIGHTS CREATED PURSUANT TO DOCUMENTS RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBERS 19419417, 24108167, 24238690 AND 24238691.

EXCLUDING FROM THE FOREGOING PARCEL 1 THE FOLLOWING SEVEN PARCELS:

1) THEATER EXCEPTION PARCEL A:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 124.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A POINT ON THE EAST LINE OF N. DEARBORN STREET, 90 FEET SOUTH OF THE

NORTHWEST CORNER OF BLOCK 1 OF ORIGINAL TOWN OF CHICAGO AS MEASURED ALONG SAID EAST LINE OF N. DEARBORN STREET.

THENCE SOUTH ON THE EAST LINE OF N. DEARBORN STREET A DISTANCE OF 209.62 FEET;

THENCE EAST PERPENDICULAR TO THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 4.32 FEET TO THE POINT OF BEGINNING OF THE HORIZONTAL BOUNDARY FOR THE PROPERTY AND SPACE HEREINAFTER DESCRIBED;

THENCE NORTH ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 32.75 FEET, TO A POINT, SAID POINT IS 188.74 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.18 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 3.05 FEET, TO A POINT ON THE NORTH FACE OF A CONCRETE WALL, SAID POINT IS 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE, BEING THE NORTH FACE OF A CONCRETE WALL, A DISTANCE OF 62.26 FEET TO A POINT, SAID POINT IS 189.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.51 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, BEING THE NORTHEAST CORNER OF THE HEREINBEFORE MENTIONED CONCRETE WALL;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 2.00 FEET TO A POINT, SAID POINT IS 191.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.39 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 28.23 FEET TO A POINT ON THE SOUTH MOST EAST LINE OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 76.67 FEET TO AN ANGLE CORNER OF SAID LOT 4;

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 28.10 FEET TO A POINT;

THENCE SOUTH LONG A STRAIGHT LINE, A DISTANCE OF 2.05 FEET TO A POINT ON THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT IS 88.86 FEET EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE WEST ALONG THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 62.83 FEET TO A POINT;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 3.40 FEET TO A POINT, SAID POINT IS 272.21 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 33.33 FEET, TO A POINT, SAID POINT IS 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 41.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING THEATER EXCEPTION PARCEL A THE FOLLOWING TWO PARCELS:

1)

ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND LYING EAST OF THE VERTICAL PROJECTION OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 189.22 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 84.85 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 81.39 FEET TO A POINT ON THE LINE

BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT BEING 86.05 EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY.

2)

AND ALSO EXCEPTING ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE WITH AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING EAST OF THE VERTICAL PROJECTION OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 188.50 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 72.78 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 83.12 FEET TO A POINT ON THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT BEING 73.95 EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY.

2) THEATER EXCEPTION PARCEL B:

ALL THE PROPERTY AND SPACE IN LOT 3 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND BELOW A

HORIZONTAL PLANE HAVING ELEVATIONS OF 100.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF LOT 3 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 116.88 FEET TO AN ANGLE CORNER OF SAID LOT 3, BEING THE POINT OF BEGINNING FOR THE LAND, PROPERTY AND SPACE HEREIN DESCRIBED:

THENCE NORTH ALONG THE LINE BETWEEN LOTS 3 AND 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 76.67 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR TO THE EAST LINE OF NORTH DEARBORN STREET, A DISTANCE OF 52.53 FEET TO A POINT;

THENCE SOUTH ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF NORTH DEARBORN STREET, A DISTANCE OF 76.96 FEET TO A POINT

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 51.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING THEATER EXCEPTION PARCEL B THE FOLLOWING:

ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 45.60 FEET ABOVE CHICAGO CITY DATUM AND EAST OF THE VERTICAL PROJECTION OF A LINE 154.62 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF N. DEARBORN STREET.

3) ELEVATOR EXCEPTION PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE

CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE EAST ALONG A SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 116.88 FEET TO A CORNER OF SAID LOT 4;

THENCE NORTHERLY ALONG A PERIPHERAL LINE OF SAID LOT 4, A DISTANCE OF 12.58 FEET TO A POINT;

THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 4.53 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED:

THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 9.33 FEET TO A POINT;

THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 7.52 FEET TO A POINT;

THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 9.33 FEET TO THE POINT;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING.

4) ENTRANCE EXCEPTION PARCEL :

ALL THE PROPERTY AND SPACE IN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 46.50 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 191.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.39 FEET EAST

OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 2.00 FEET TO THE HEREINBEFORE MENTIONED POINT 189.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.51 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WESTERLY ALONG A STRAIGHT LINE, THE WESTERLY TERMINUS OF SAID LINE BEING THE HEREINBEFORE MENTIONED POINT 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 2.57 FEET TO A POINT;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 4.16 FEET TO A POINT, SAID POINT IS 185.07 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 84.90 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 61.00 FEET TO A POINT, SAID POINT IS 184.48 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 145.90 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 6.88 FEET TO A POINT, SAID POINT IS 191.35 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 145.96 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 58.57 FEET TO THE POINT OF BEGINNING.

5) SOUTH STAIRWELL EXCEPTION PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 92.67 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 272.21 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 19.72 FEET TO A POINT;

THENCE WESTERLY ALONG A LINE PARALLEL WITH THE MOST WESTERLY SOUTHERLY LINE OF LOT 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 3.86 FEET TO A POINT;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.00 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.56 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING.

6) NORTH STAIRWELL EXCEPTION PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A

HORIZONTAL PLANE HAVING ELEVATIONS OF 92.67 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING FOR THE FIRST HEREINBEFORE DESCRIBED PARCEL;

THENCE NORTH ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 188.74 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.18 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 12.70 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;

THENCE CONTINUING ALONG SAID ARC OF A CIRCLE, A DISTANCE OF 20.05 FEET TO SAID ARC'S TERMINATING POINT;

THENCE NORTH ALONG THE HEREINBEFORE DESCRIBED STRAIGHT LINE TERMINATING AT A POINT 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 2.05 FEET TO A POINT;

THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 20.25 FEET TO A POINT, SAID POINT IS 185.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.82 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.00 FEET TO A POINT;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 3.72 FEET TO THE POINT OF BEGINNING;

7) THEATER EXCEPTION PARCEL C:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE

14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINBEFORE DESCRIBED POINT 272.21 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

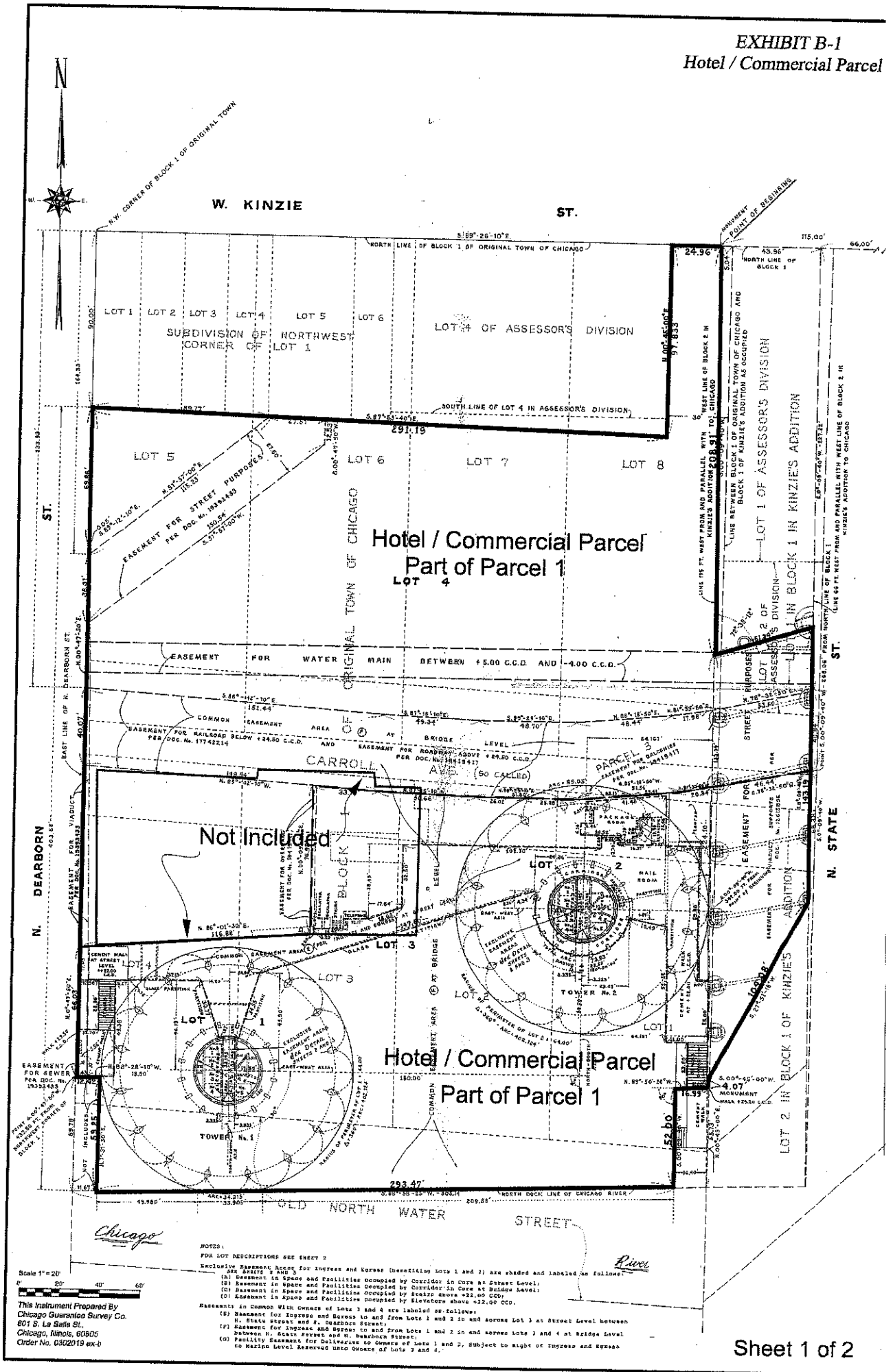
THENCE WEST ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 19.72 FEET TO THE POINT OF BEGINNING FOR THE LAND PROPERTY AND SPACE HEREINAFTER DESCRIBED;

THENCE WESTERLY ALONG A LINE PARALLEL WITH THE MOST WESTERLY SOUTHERLY LINE OF LOT 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 3.86 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, A DISTANCE OF 13.00 FEET TO THE HEREINBEFORE MENTIONED POINT, SAID POINT BEING 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

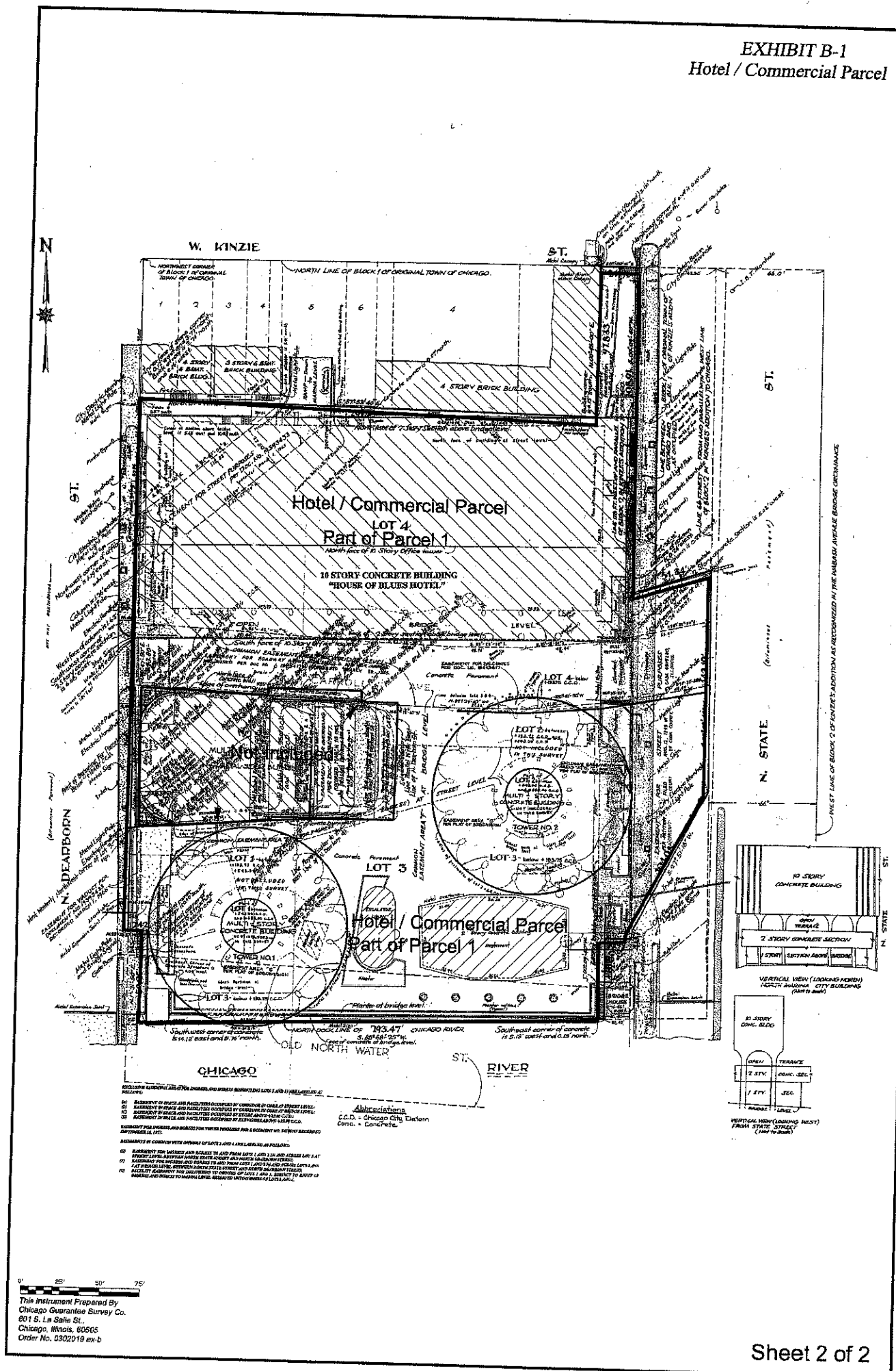
THENCE SOUTHEASTERLY ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 13.61 FEET TO THE POINT OF BEGINNING.

ALL IN COOK COUNTY, ILLINOIS.



Chicago
Scale 1"=20'
This Instrument Prepared by
Chicago Guarantee Survey Co.
601 S. La Salle St.
Chicago, Illinois, 60605
Order No. C302019 ex-b

NOTES:
FOR LOT DESCRIPTIONS SEE SHEET 2
EXCLUSIVE Easement Areas for Access and Egress (Indicated Lots 1 and 2) are shaded and labeled as follows:
(1) Easement in Space and Facilities Occupied by Corridor in Core at Street Level;
(2) Easement in Space and Facilities Occupied by Corridor in Core at Bridge Level;
(3) Easement in Space and Facilities Occupied by Stairs Above +22.00 C.C.D.;
(4) Easement in Space and Facilities Occupied by Elevators Above +22.00 C.C.D.
Easements in Common With Owners of Lots 3 and 4 are labeled as follows:
(5) Easement for Access and Egress to and from Lots 1 and 2 in and across Lots 3 and 4 at Street Level between N. State Street and N. Dearborn Street;
(6) Easement for Access and Egress to and from Lots 1 and 2 in and across Lots 3 and 4 at Bridge Level between N. State Street and N. Dearborn Street;
(7) Facility Easement for Delivery to Owners of Lots 1 and 2, Subject to Right of Egress and Access to Mazin Level Reserved unto Owners of Lots 3 and 4.



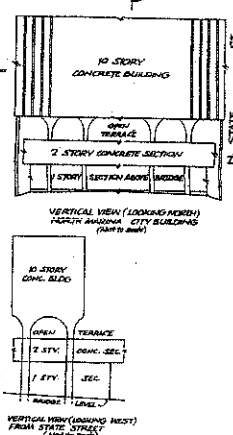
CHICAGO

RESERVATION OF RIGHTS OF THE DONOR AND SURETY BENEFITORS TO LOTS 1 AND 11 ARE HEREBY SET FORTH AS FOLLOWS:

- RESERVATION OF RIGHTS AND FACILITIES OCCUPIED BY CHURCHES IN CONNECTION WITH THE CHURCHES.
- RESERVATION OF RIGHTS AND FACILITIES OCCUPIED BY CHURCHES IN CONNECTION WITH THE CHURCHES.
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RESERVATION OF RIGHTS AND FACILITIES OCCUPIED BY CHURCHES IN CONNECTION WITH THE CHURCHES.

Abbreviations
C.C.D. = Chicago City Datum
Conc. = Concrete



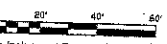
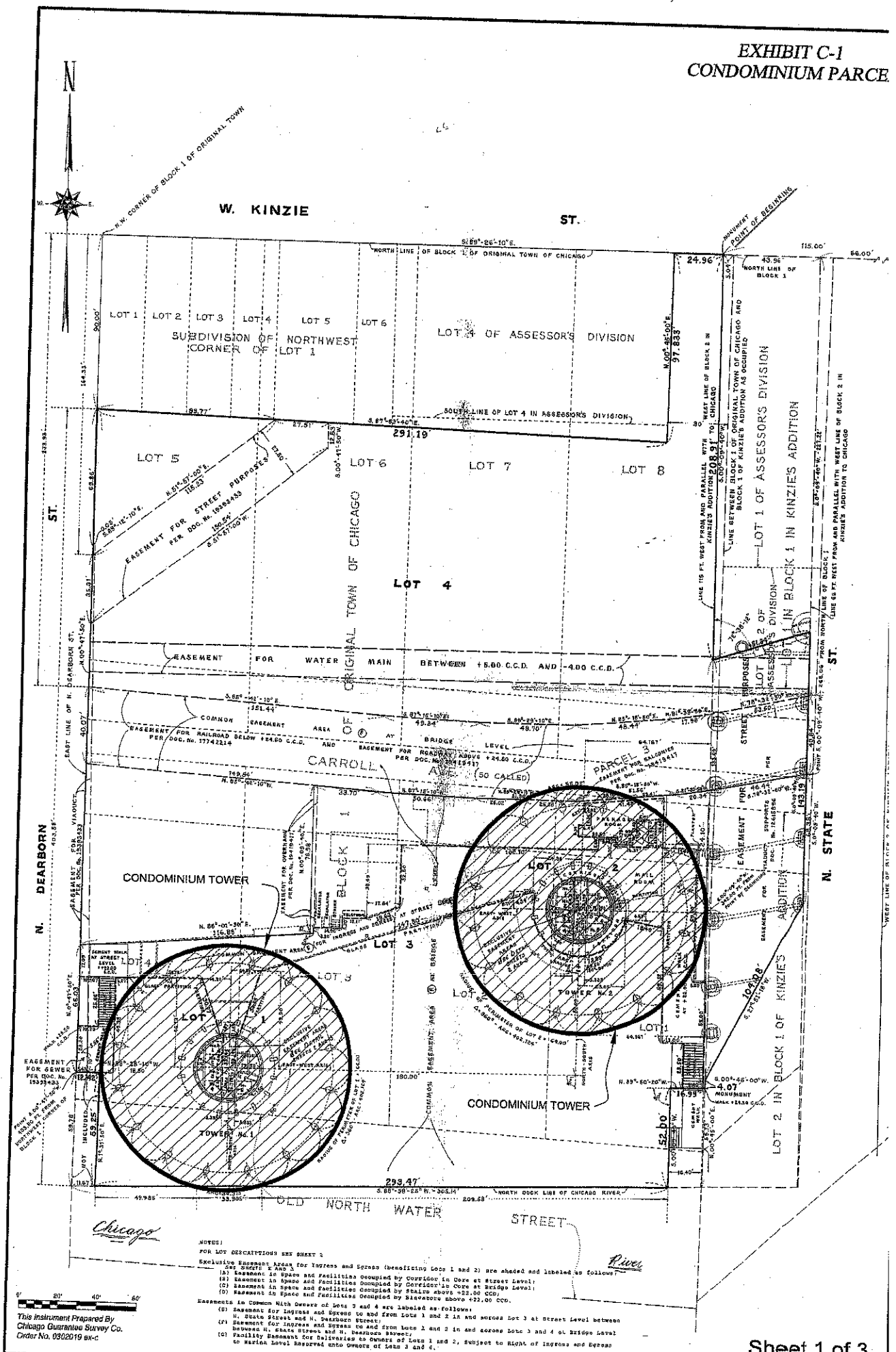
9' 25' 50' 75'

This Instrument Prepared By
Chicago Guarantee Survey Co.
801 S. La Salle St.
Chicago, Illinois, 60605
Order No. 0302019 ex-b

Condominium Parcel

BEING ALL LOTS 1 AND 2 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238690, IN COOK COUNTY, ILLINOIS, TOGETHER WITH EASEMENT RIGHTS CREATED PURSUANT TO DOCUMENTS RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBERS 19419417, 24108167, 24238690 AND 24238691.

EXHIBIT C-1
CONDOMINIUM PARCELS



NOTES:
FOR LOT DESCRIPTIONS SEE SHEET 2

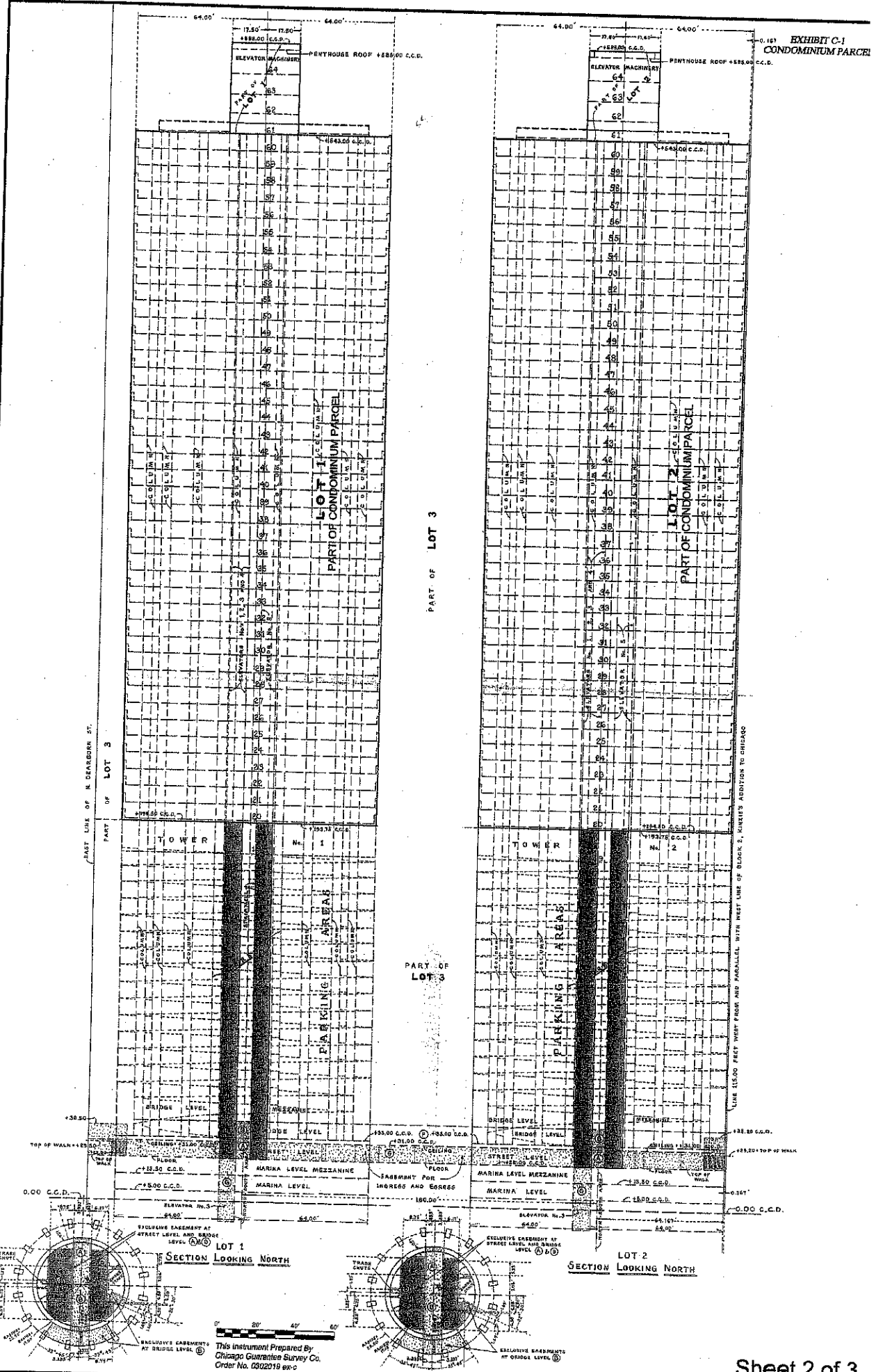
Exclusive Easement Areas for Ingress and Egress (benefiting Lots 1 and 2) are shaded and labeled as follows:

- (A) Easement in Space and Facilities Occupied by Corridor in Core at Street Level;
- (B) Easement in Space and Facilities Occupied by Corridor in Core at Bridge Level;
- (C) Easement in Space and Facilities Occupied by Stairs above +22.00 C.C.D.

Easements in Common with Owners of Lots 3 and 4 are labeled as follows:

- (1) Easement for Ingress and Egress to and from Lots 1 and 2 in and across Lot 3 at Street Level between N. Dearborn Street and N. Dearborn Street;
- (2) Easement for Ingress and Egress to and from Lots 1 and 2 in and across Lots 3 and 4 at Bridge Level between N. Dearborn Street and N. Dearborn Street;
- (3) Facility Easement for Discharge of Sewers of Lots 1 and 2, subject to Right of Ingress and Egress to Marine Level Reservoir onto Owners of Lots 3 and 4.

This Instrument Prepared By
Chicago Guarantee Survey Co.
Order No. 0302019 exc

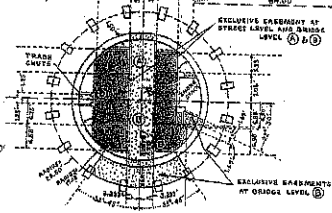
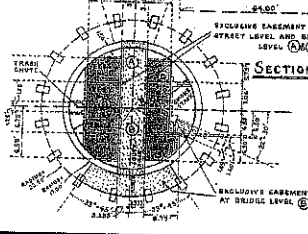


PART LINE OF N. DEARBORN ST.
PART OF LOT 3

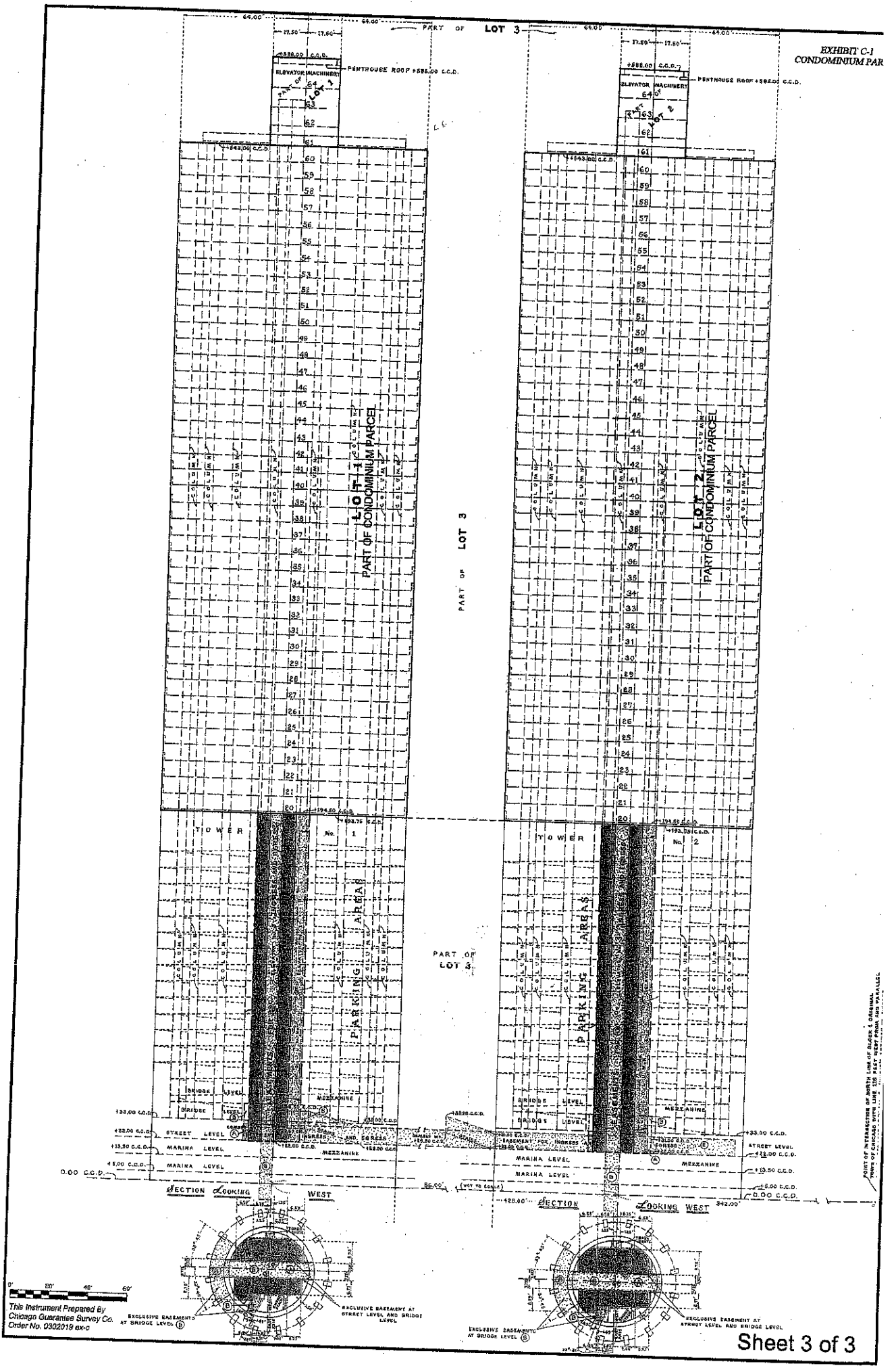
PART OF LOT 3

PART OF LOT 3

LINE 150.00 FEET WEST FROM AND PARALLEL WITH WEST LINE OF BLOCK 2, KINNEY'S ADDITION TO CHICAGO



This instrument Prepared By
Chicago Guarantee Survey Co.
Order No. 0302019-ep-c



PORT OF INTERSECTION OF NORTH LINE OF BLOCK 1, DENVER, ILLINOIS WITH LINE 130 FEET WEST FROM AND PARALLEL TO

This instrument Prepared by
Chicago Guarantee Survey Co.
Order No. 0302019 ax-c

House of Blues Parcel

THEATER PARCEL A:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 124.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A POINT ON THE EAST LINE OF N. DEARBORN STREET, 90 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 1 OF ORIGINAL TOWN OF CHICAGO AS MEASURED ALONG SAID EAST LINE OF N. DEARBORN STREET.

THENCE SOUTH ON THE EAST LINE OF N. DEARBORN STREET A DISTANCE OF 209.62 FEET;

THENCE EAST PERPENDICULAR TO THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 4.32 FEET TO THE POINT OF BEGINNING OF THE HORIZONTAL BOUNDARY FOR THE PROPERTY AND SPACE HEREINAFTER DESCRIBED;

THENCE NORTH ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 32.75 FEET, TO A POINT, SAID POINT IS 188.74 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.18 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 3.05 FEET, TO A POINT ON THE NORTH FACE OF A CONCRETE WALL, SAID POINT IS 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE, BEING THE NORTH FACE OF A CONCRETE WALL, A DISTANCE OF 62.26 FEET TO A POINT, SAID POINT IS 189.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.51 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, BEING THE NORTHEAST CORNER OF THE HEREINBEFORE MENTIONED CONCRETE WALL;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 2.00 FEET TO A POINT, SAID POINT IS 191.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.39 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 28.23 FEET TO A POINT ON THE SOUTH MOST EAST LINE OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 76.67 FEET TO AN ANGLE CORNER OF SAID LOT 4;

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 28.10 FEET TO A POINT;

THENCE SOUTH LONG A STRAIGHT LINE, A DISTANCE OF 2.05 FEET TO A POINT ON THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT IS 88.86 FEET EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE WEST ALONG THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 62.83 FEET TO A POINT;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 3.40 FEET TO A POINT, SAID POINT IS 272.21 FEET SOUTH FROM THE

NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 33.33 FEET, TO A POINT, SAID POINT IS 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF N. DEARBORN STREET, A DISTANCE OF 41.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING THEATER EXCEPTION PARCEL A THE FOLLOWING TWO PARCELS:

1)

ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND LYING EAST OF THE VERTICAL PROJECTION OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 189.22 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 84.85 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 81.39 FEET TO A POINT ON THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT BEING 86.05 EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY.

2)

AND ALSO EXCEPTING ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE WITH AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING EAST OF THE VERTICAL PROJECTION OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 188.50 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 72.78 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 83.12 FEET TO A POINT ON THE LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, SAID POINT BEING 73.95 EAST OF THE EAST LINE OF N. DEARBORN STREET, AS MEASURED ALONG SAID LINE BETWEEN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY.

THEATER PARCEL B:

ALL THE PROPERTY AND SPACE IN LOT 3 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 100.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF LOT 3 IN HARPER'S RESUBDIVISION OF MARINA CITY;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 116.88 FEET TO AN ANGLE CORNER OF SAID LOT 3, BEING THE POINT OF BEGINNING FOR THE LAND, PROPERTY AND SPACE HEREIN DESCRIBED:

THENCE NORTH ALONG THE LINE BETWEEN LOTS 3 AND 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 76.67 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR TO THE EAST LINE OF NORTH DEARBORN STREET, A DISTANCE OF 52.53 FEET TO A POINT;

THENCE SOUTH ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF NORTH DEARBORN STREET, A DISTANCE OF 76.96 FEET TO A POINT

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 51.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING THEATER EXCEPTION PARCEL B THE FOLLOWING:

ALL THAT PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WITH AN ELEVATION OF 45.60 FEET ABOVE CHICAGO CITY DATUM AND EAST OF THE VERTICAL PROJECTION OF A LINE 154.62 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF N. DEARBORN STREET.

ELEVATOR PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE

CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY;
THENCE EAST ALONG A SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 116.88 FEET TO A CORNER OF SAID LOT 4;
THENCE NORTHERLY ALONG A PERIPHERAL LINE OF SAID LOT 4, A DISTANCE OF 12.58 FEET TO A POINT;
THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 4.53 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED:
THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 9.33 FEET TO A POINT;
THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 7.52 FEET TO A POINT;
THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 9.33 FEET TO THE POINT;
THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST HEREIN DESCRIBED LINE A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING.

ENTRANCE PARCEL :

ALL THE PROPERTY AND SPACE IN LOTS 3 AND 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 46.50 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE MENTIONED POINT 191.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.39 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 2.00 FEET TO THE HEREINBEFORE MENTIONED POINT 189.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 87.51 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WESTERLY ALONG A STRAIGHT LINE, THE WESTERLY TERMINUS OF SAID LINE BEING THE HEREINBEFORE MENTIONED POINT 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 2.57 FEET TO A POINT;

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 4.16 FEET TO A POINT, SAID POINT IS 185.07 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 84.90 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 61.00 FEET TO A POINT, SAID POINT IS 184.48 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 145.90 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 6.88 FEET TO A POINT, SAID POINT IS 191.35 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 145.96 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 58.57 FEET TO THE POINT OF BEGINNING.

SOUTH STAIRWELL PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 92.67 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT 272.21 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 19.72 FEET TO A POINT;

THENCE WESTERLY ALONG A LINE PARALLEL WITH THE MOST WESTERLY SOUTHERLY LINE OF LOT 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 3.86 FEET TO A POINT;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.00 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.56 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING.

NORTH STAIRWELL PARCEL:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 92.67 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING FOR THE FIRST HEREINBEFORE DESCRIBED PARCEL;

THENCE NORTH ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 188.74 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.18 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 12.70 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;

THENCE CONTINUING ALONG SAID ARC OF A CIRCLE, A DISTANCE OF 20.05 FEET TO SAID ARC'S TERMINATING POINT;

THENCE NORTH ALONG THE HEREINBEFORE DESCRIBED STRAIGHT LINE TERMINATING AT A POINT 185.69 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.36 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 2.05 FEET TO A POINT;

THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 20.25 FEET TO A POINT, SAID POINT IS 185.38 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.82 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.00 FEET TO A POINT;
THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 3.72 FEET TO THE POINT OF BEGINNING;

THEATER PARCEL C:

ALL THE PROPERTY AND SPACE IN LOT 4 IN HARPER'S RESUBDIVISION OF MARINA CITY, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 24238690, IN COOK COUNTY, ILLINOIS, ABOVE A HORIZONTAL PLANE HAVING ELEVATIONS OF 7.50 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING ELEVATIONS OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND WITH IN THE VERTICAL PROJECTION OF THE HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINBEFORE DESCRIBED POINT 272.21 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 25.75 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE WEST ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, SAID ARC TERMINATING AT A POINT 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO, A DISTANCE OF 19.72 FEET TO THE POINT OF BEGINNING FOR THE LAND PROPERTY AND SPACE HEREINAFTER DESCRIBED;

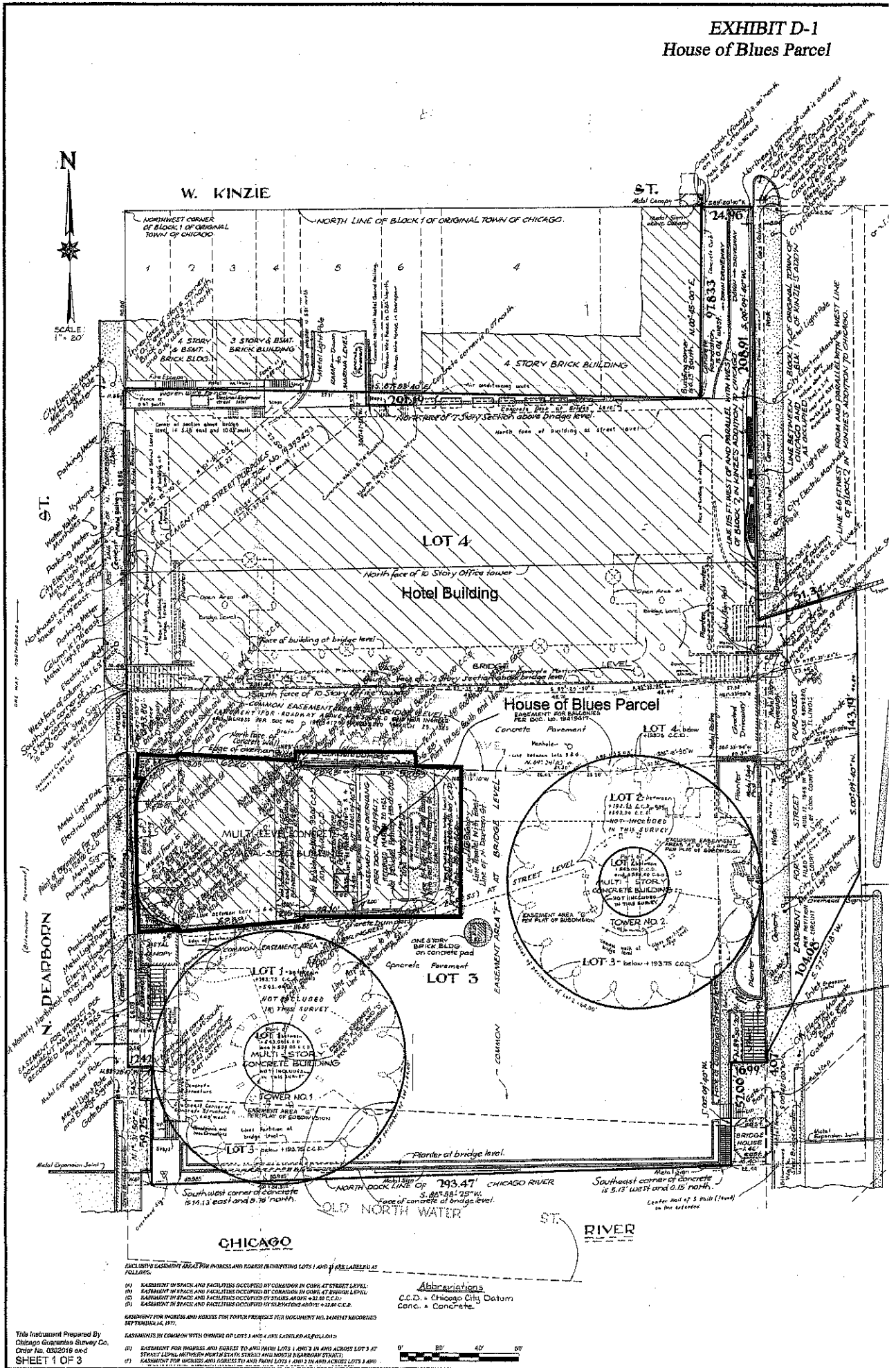
THENCE WESTERLY ALONG A LINE PARALLEL WITH THE MOST WESTERLY SOUTHERLY LINE OF LOT 4 IN SAID HARPER'S RESUBDIVISION OF MARINA CITY, A DISTANCE OF 3.86 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, A DISTANCE OF 13.00 FEET TO THE HEREINBEFORE MENTIONED POINT, SAID POINT BEING 251.34 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, AS MEASURED ALONG THE EAST LINE OF N. DEARBORN STREET, AND 4.32 FEET EAST OF SAID EAST LINE OF N. DEARBORN STREET AS MEASURED PERPENDICULAR THERETO;

THENCE SOUTHEASTERLY ALONG THE HEREINBEFORE DESCRIBED ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 20.87 FEET, A DISTANCE OF 13.61 FEET TO THE POINT OF BEGINNING.

ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT D-1
House of Blues Parcel



W. KINZIE ST.
N. DEARBORN ST.
N. STATE ST.

W. KINZIE ST.

ST.

LOT 4

Hotel Building

House of Blues Parcel

LOT 3

LOT 2

LOT 1

LOT 3 - below +193.75 C.C.D.

LOT 1 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

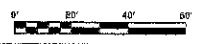
LOT 3 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

LOT 3 - below +193.75 C.C.D.

This Instrument Prepared By
Chicago Guaranty & Surety Co.
Chicago, Illinois

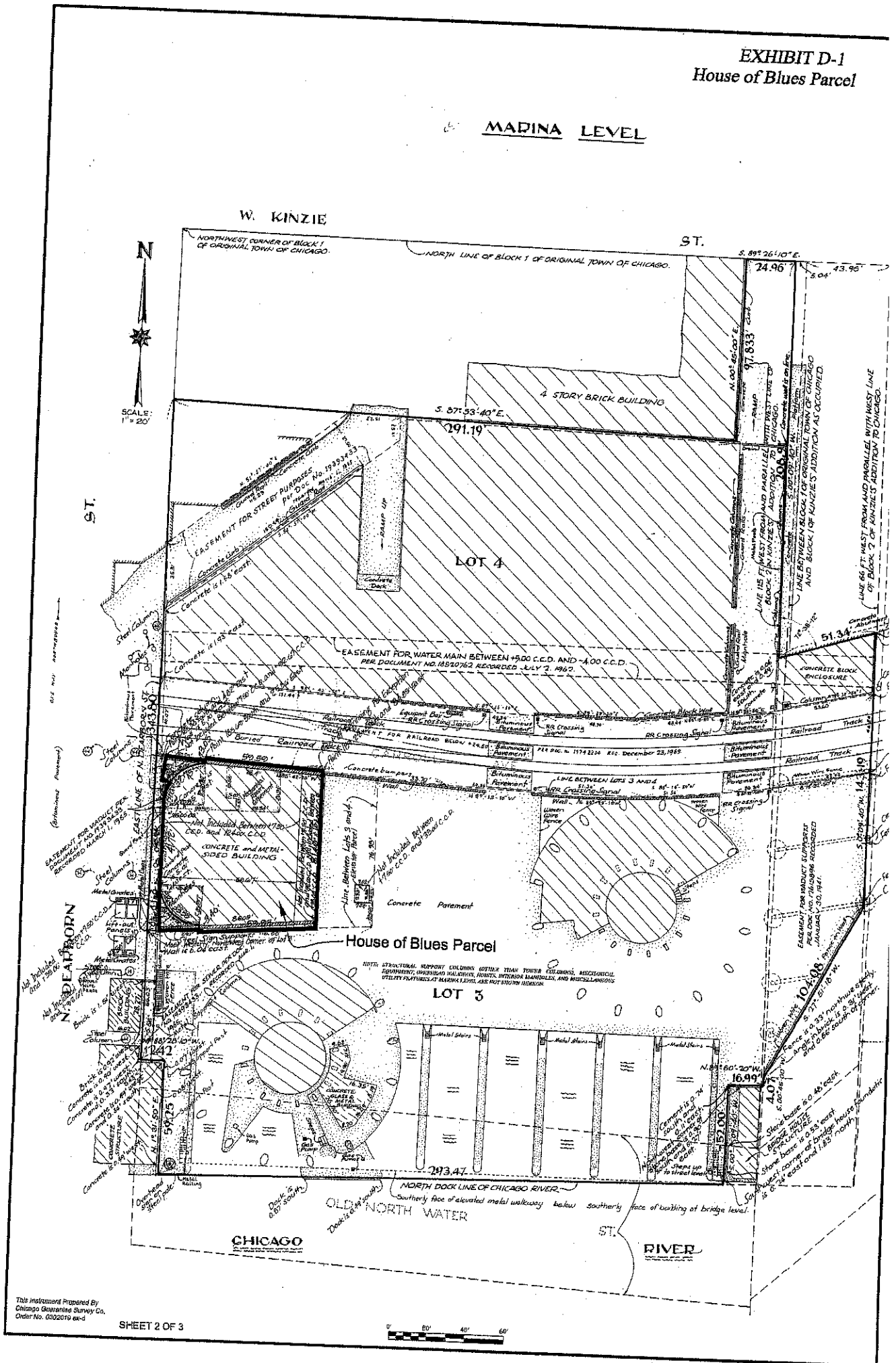
Abbreviations
C.C.D. - Chicago City Datum
Conc. - Concrete



SHEET 1 OF 3

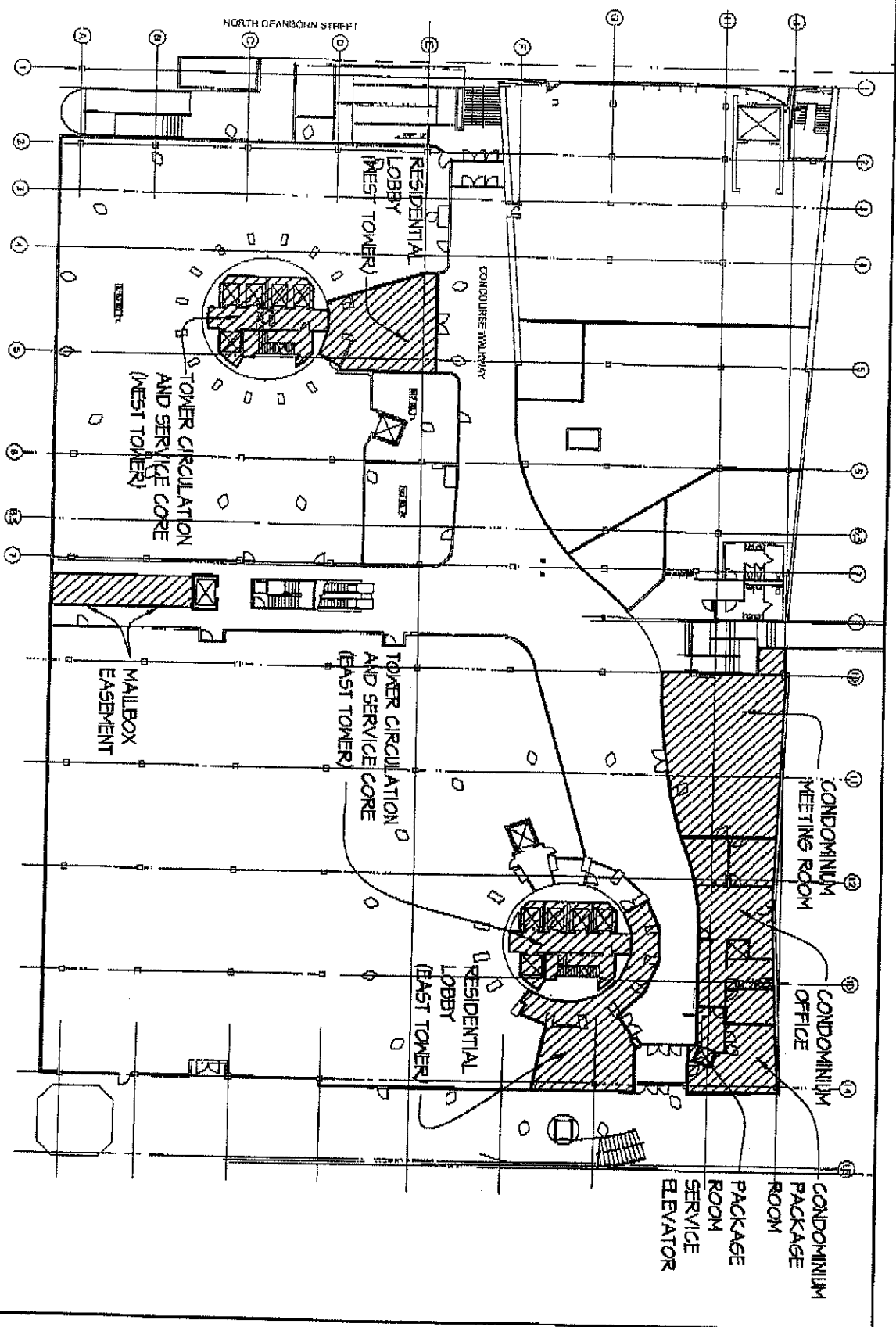
EXHIBIT D-1
House of Blues Parcel

MADINA LEVEL



This instrument Prepared By
Chicago Geomatics Survey Co.
Order No. 0302019 ex-d





HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 226 WEST HARRISON STREET, FIFTH FLOOR
 CHICAGO, ILLINOIS 60601
 312.836.0011 FAX 312.836.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - CONCOURSE LEVEL
EASEMENT AREAS & GRANTED RIGHTS

CHECKED BY: SR
 DRAWN BY: RJB
 SCALE: 1"=40'
 PRODUCT NUMBER: 03072

REVISION	
1	3/20/03 CONDO ATTORNEY REVIEW

F5





HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 225 WEST HUBBARD STREET FIFTH FLOOR
 CHICAGO, ILLINOIS 60610
 312.836.0081 FAX 312.836.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - CONCOURSE LEVEL
COMMON EASEMENT AREAS

CHECKED BY

SR

DRAWN BY

RJB

1

3/20/03

REVISION

CONDO ATTORNEY REVIEW

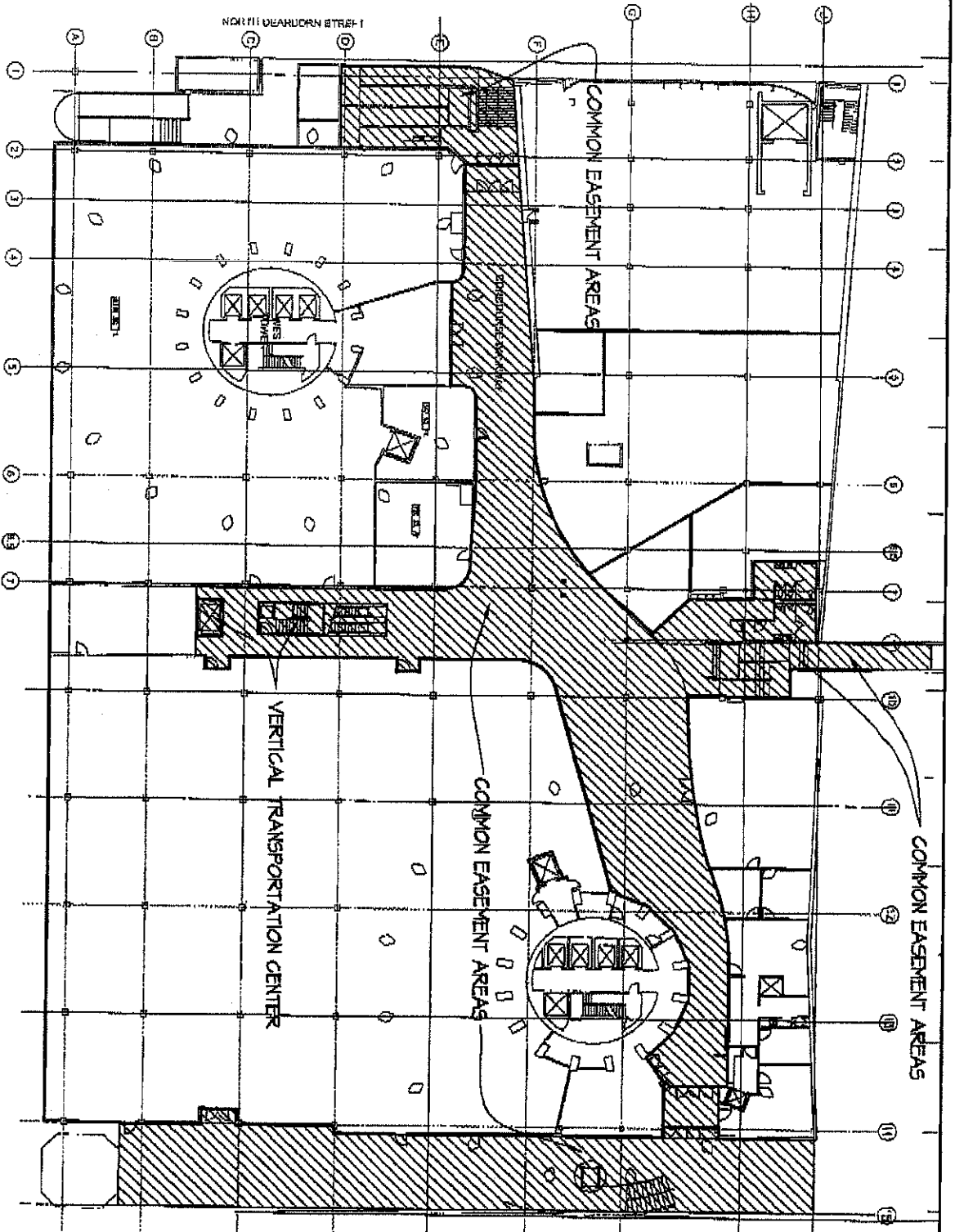
SCALE

1"=40'

PROJECT NUMBER

03012

F6



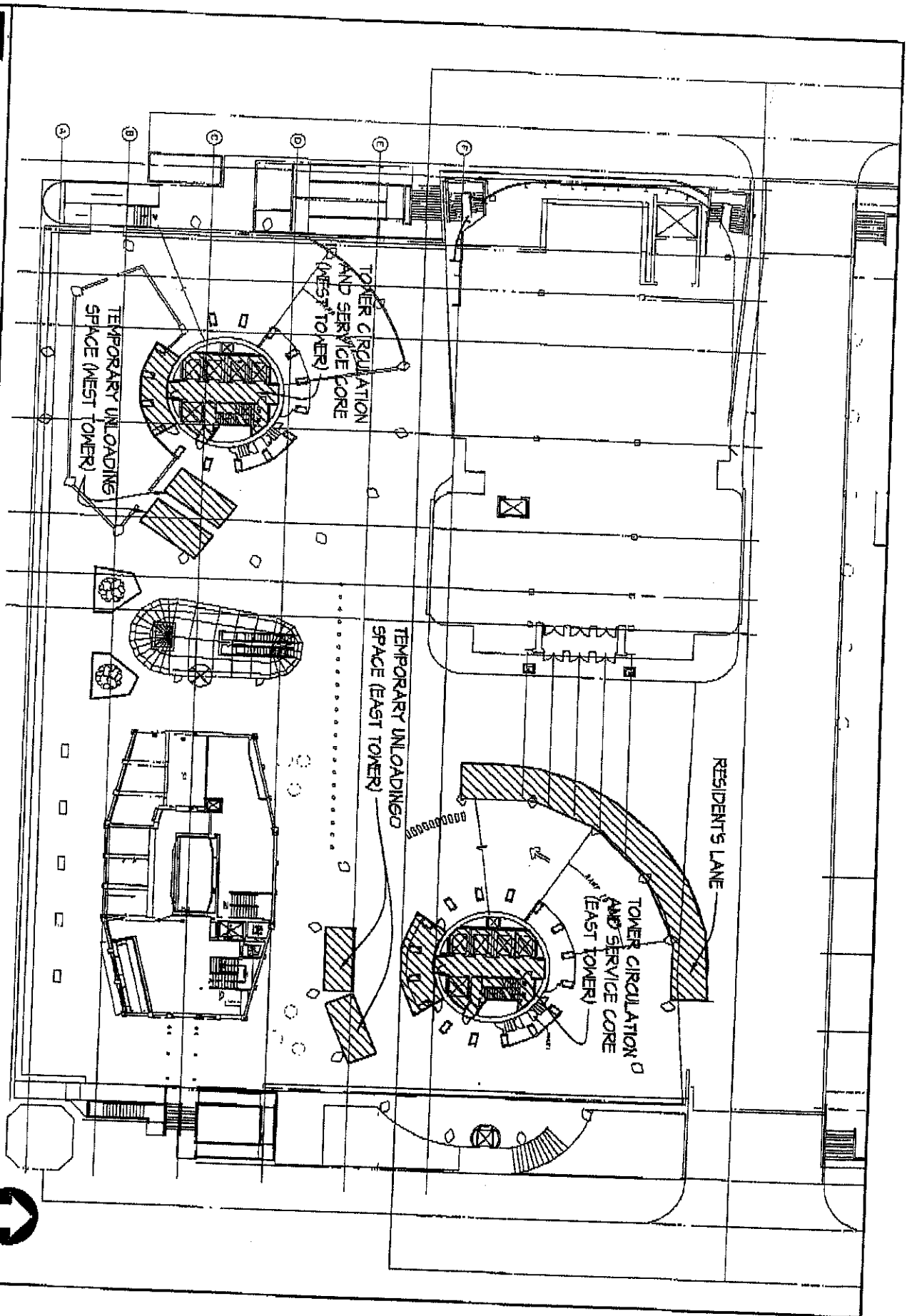
HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 225 WEST HARRARD STREET FIFTH FLOOR
 CHICAGO, ILLINOIS 60610
 312.836.0011 FAX 312.836.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - PLAZA LEVEL
EASEMENT AREAS & GRANTED RIGHTS

CHECKED BY: SR
 DRAWN BY: RJB
 SCALE: 1"=40'
 PROJECT NUMBER: 030712

REVISION	DATE	DESCRIPTION
1	3/20/03	CONDO ATTORNEY REVIEW

F7

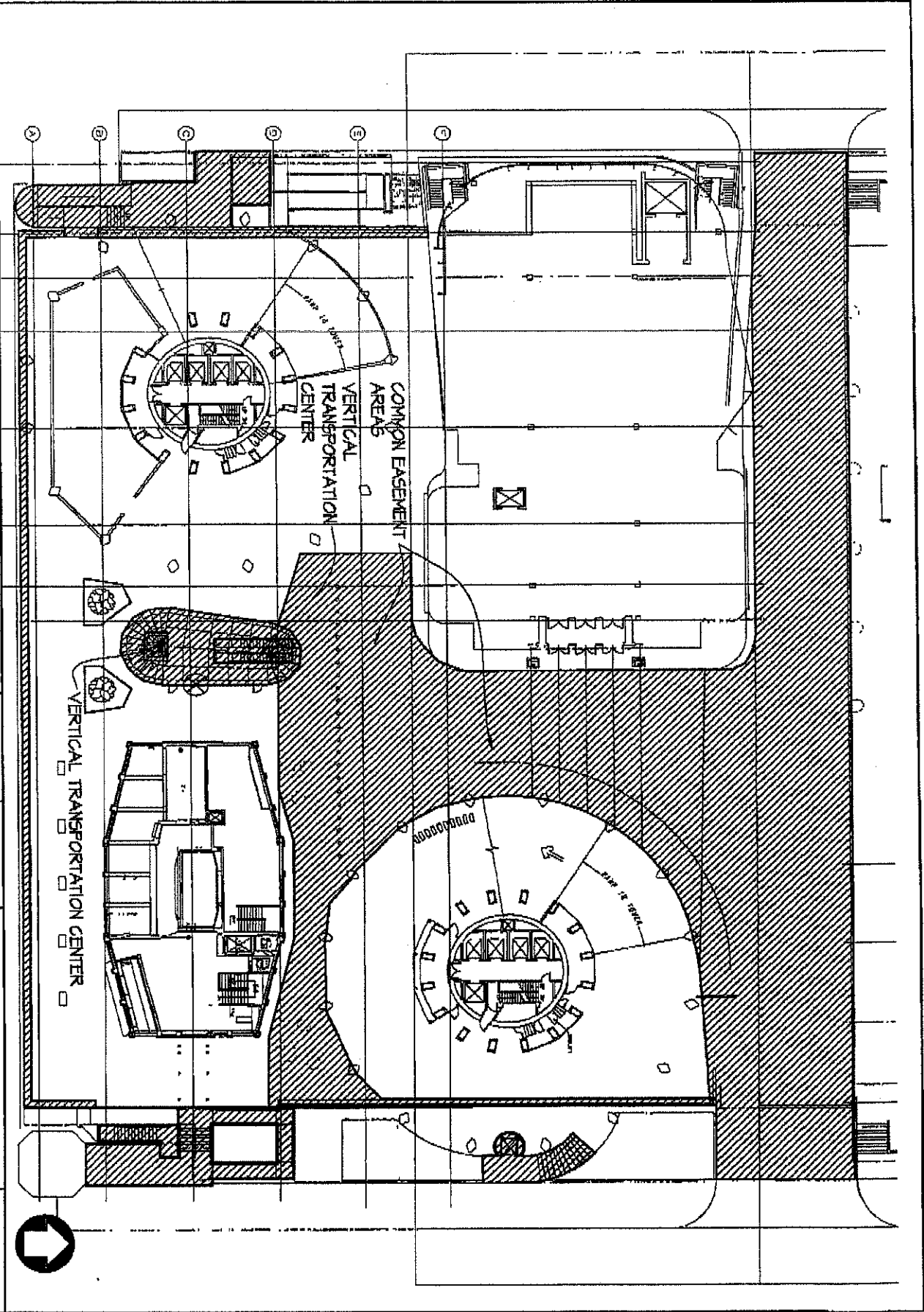




HIRSCH ASSOCIATES
ARCHITECTURE AND PLANNING

228 WEST HUBBARD STREET FIFTH FLOOR
CHICAGO, ILLINOIS 60606
312.836.0011 FAX 312.836.0018

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - PLAZA LEVEL
COMMON EASEMENT AREAS

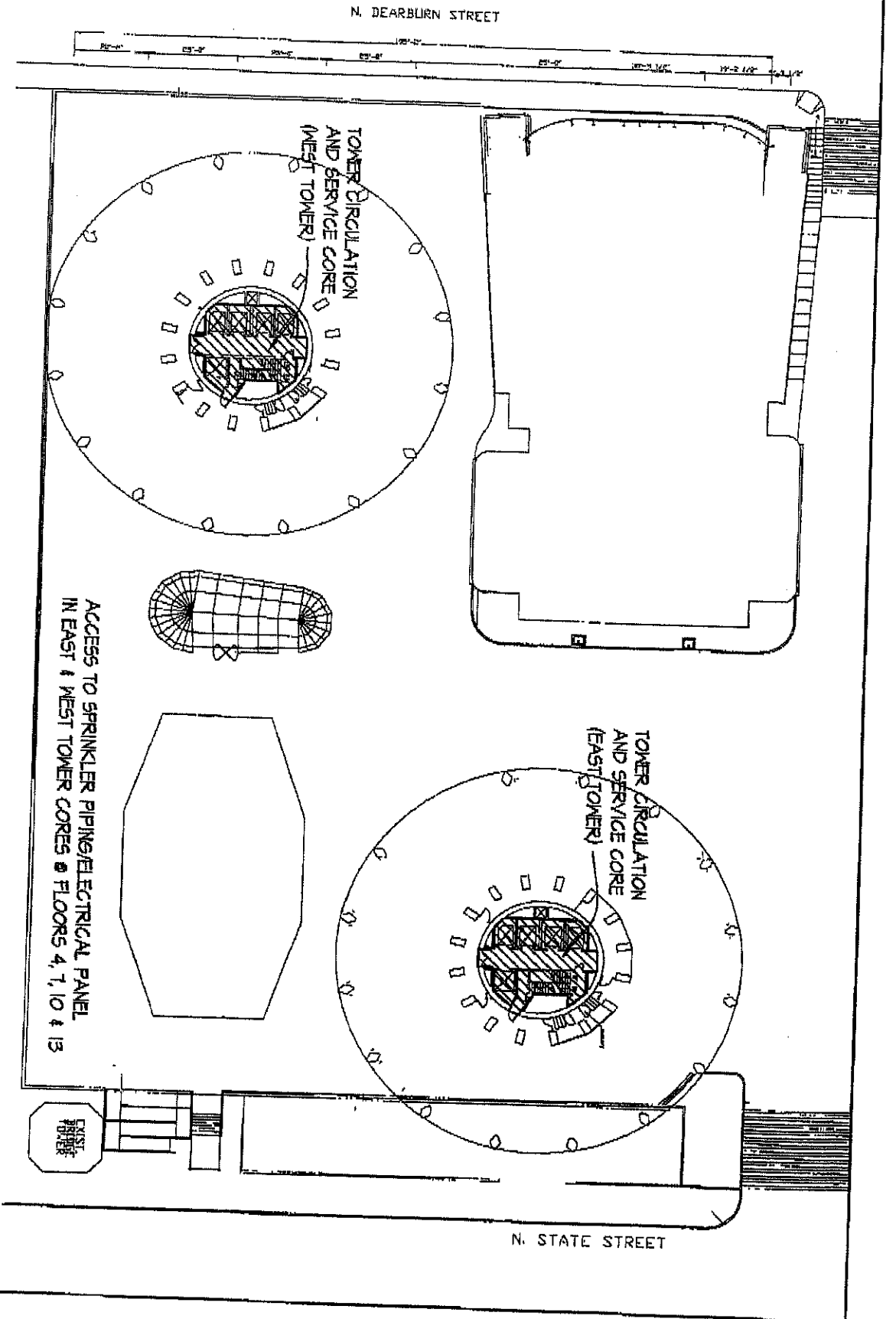


CHECKED BY: SR
DRAWN BY: RJB

SCALE: 1"=40'
PROJECT NUMBER: 03012

REVISION	DATE	DESCRIPTION
1	3/20/03	CONDO ATTORNEY REVIEW

F8



HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 225 WEST HUBBARD STREET FIFTH FLOOR
 CHICAGO, ILLINOIS 60606
 312.899.0001 FAX 312.899.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
 EXHIBIT "F" - 4TH, 19TH FL.
 EASEMENT AREAS & GRANTED RIGHTS

CHECKED BY	SR	DRAWN BY	RJB
SCALE	1"=40'	PROJECT NUMBER	03012
REVISION		GONDO ATTORNEY REVIEW	
1	3/20/03		

F9





HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 205 WEST HIBBARD STREET 7TH FLOOR
 CHICAGO, ILLINOIS 60610
 312.882.0391 FAX 312.882.0088

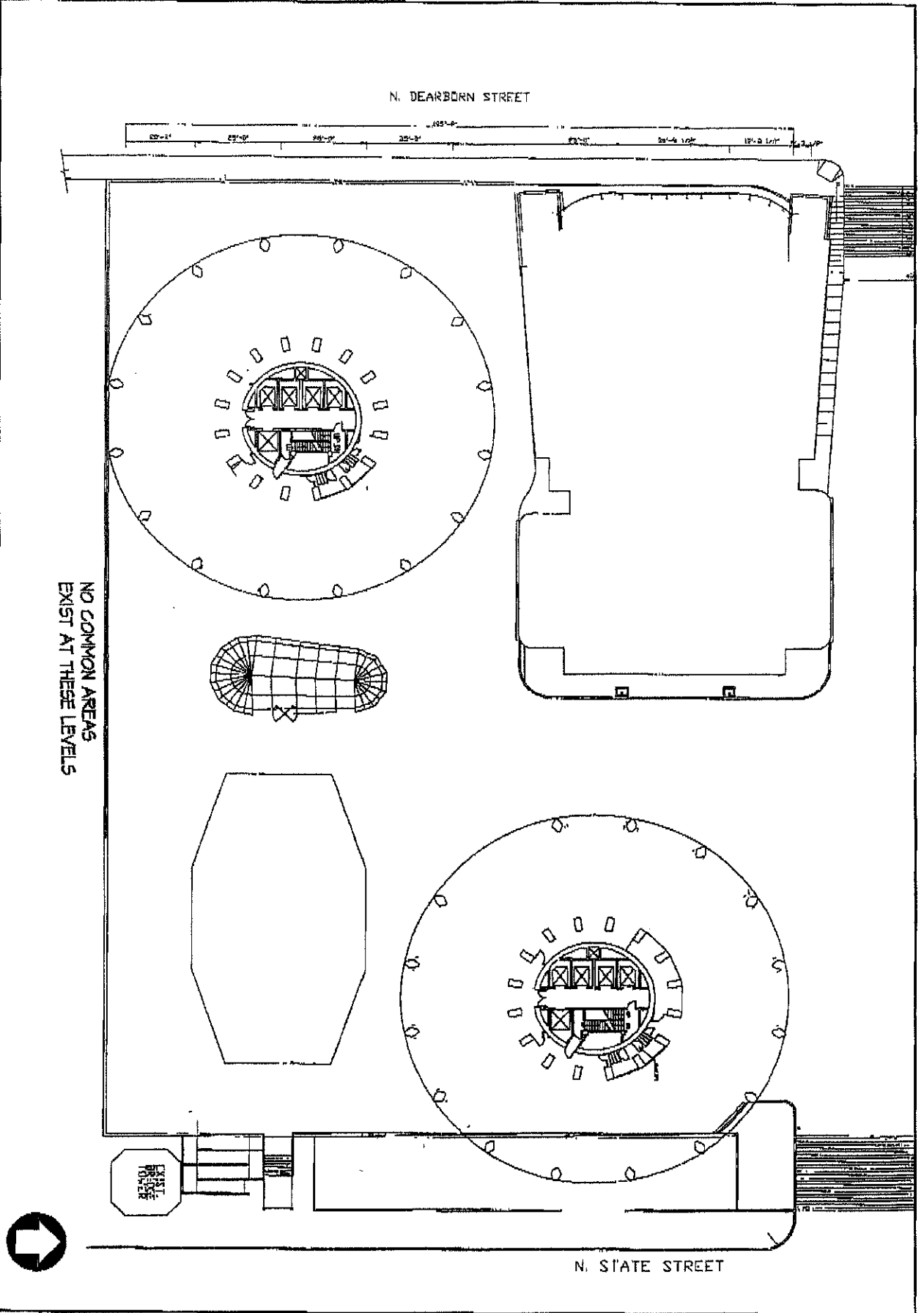
DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - 4TH-19TH FL.
COMMON EASEMENT AREAS

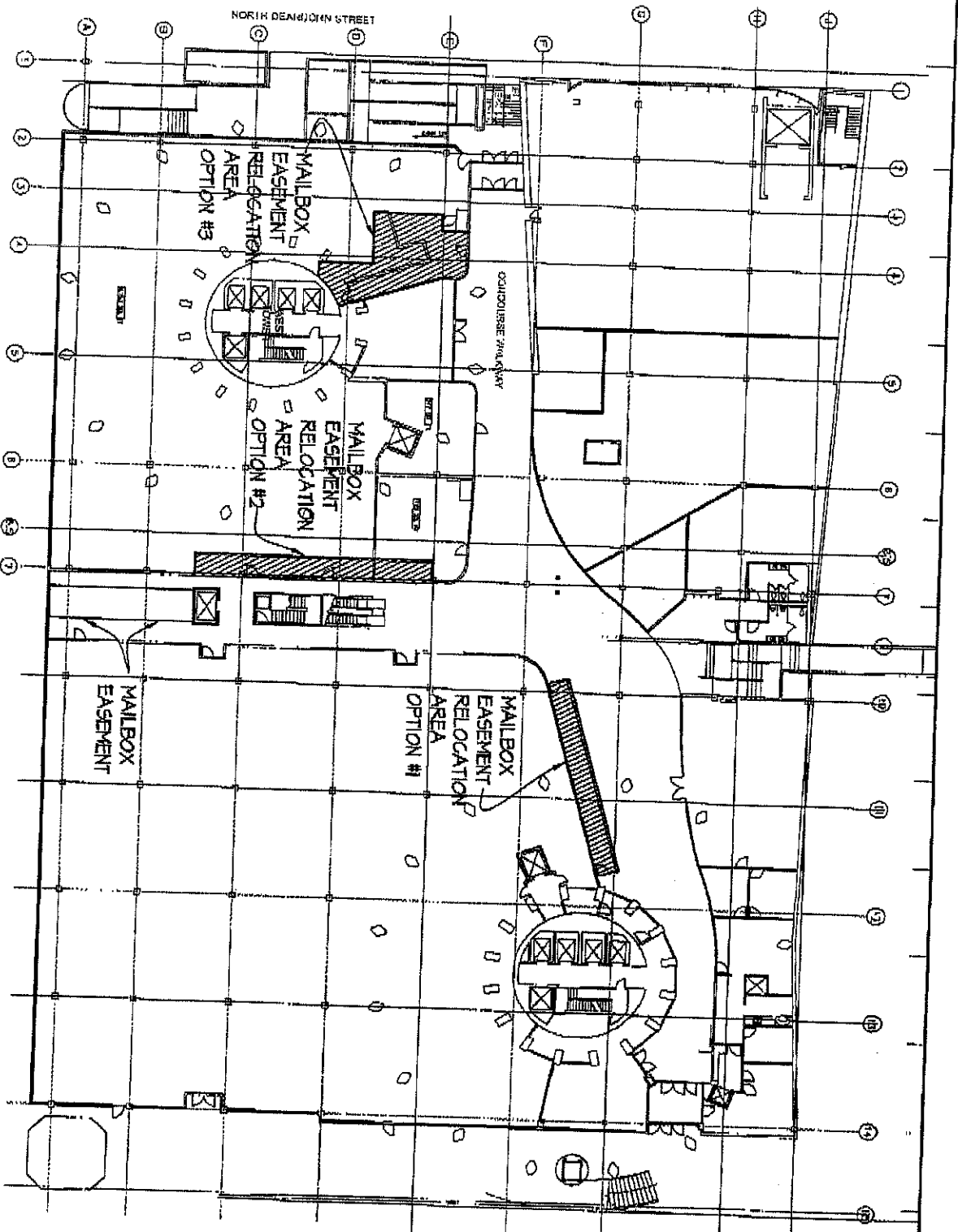
CHECKED BY: **SR**
 SCALE: **1"=40'**

DRAWN BY: **RJB**
 PROJECT NUMBER: **03012**

REVISION	
1	3/20/03 CONDO ATTORNEY REVIEW

F10





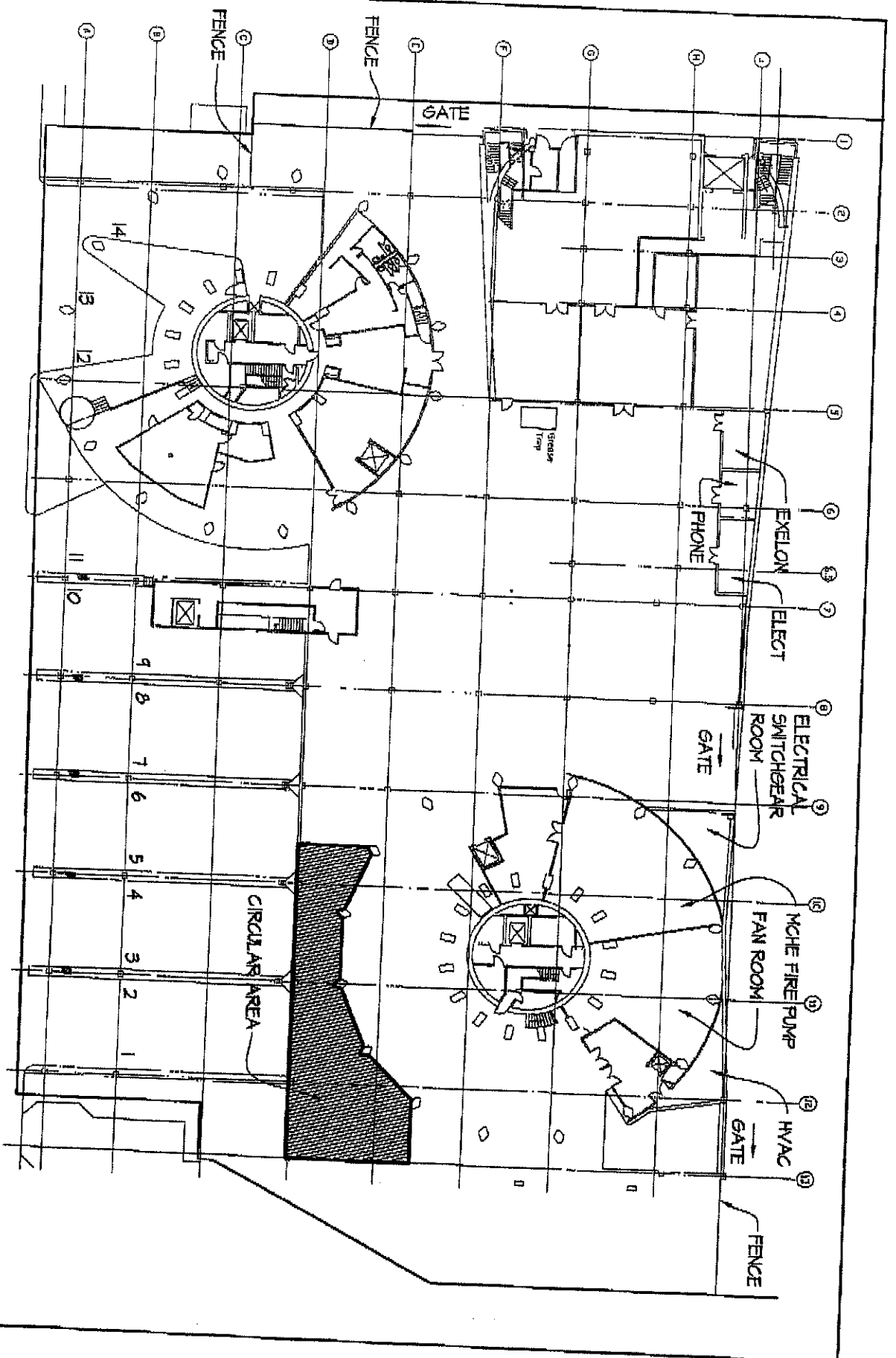
HIRSCH ASSOCIATES
 ARCHITECTURE AND PLANNING
 225 WEST HARRARD STREET FIFTH FLOOR
 CHICAGO, ILLINOIS 60610
 312.238.0011 FAX 312.238.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - CONCOURSE LEVEL
MAILBOX RELOCATION OPTION AREAS

CHECKED BY	DRAWN BY	REVISION
SR	RUB	1 3/20/03 CONDO ATTORNEY REVIEW
SCALE	PROJECT NUMBER	
1"=40'	03012	

F11





HIRSCH ASSOCIATES
ARCHITECTURE AND PLANNING

225 WEST HUBBARD STREET 7TH FLOOR
CHICAGO, ILLINOIS 60680
312.836.0011 FAX 312.836.0019

DESCRIPTION
MARINA CITY COMPLEX PLANS
EXHIBIT "F" - MARINA LEVEL
LOCATION OF CIRCULAR AREA

CHECKED BY	SR	DRAWN BY	RUB
SCALE	1"=40'	PROJECT NUMBER	03012

REVISION	
NO.	DESCRIPTION
1	3/20/03 CONDO ATTORNEY REVIEW

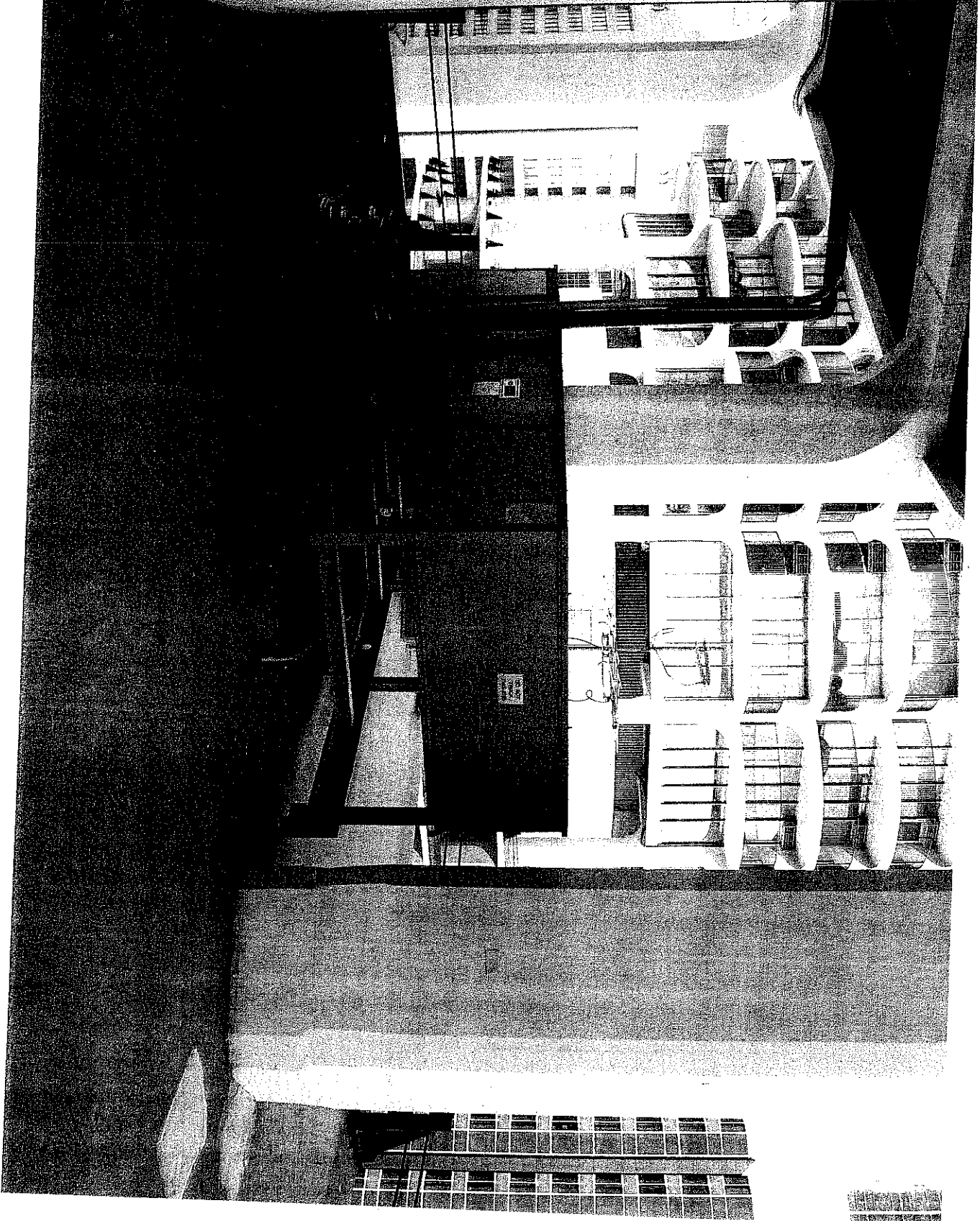
G1

EXHIBIT H

Located in both the East and West Towers

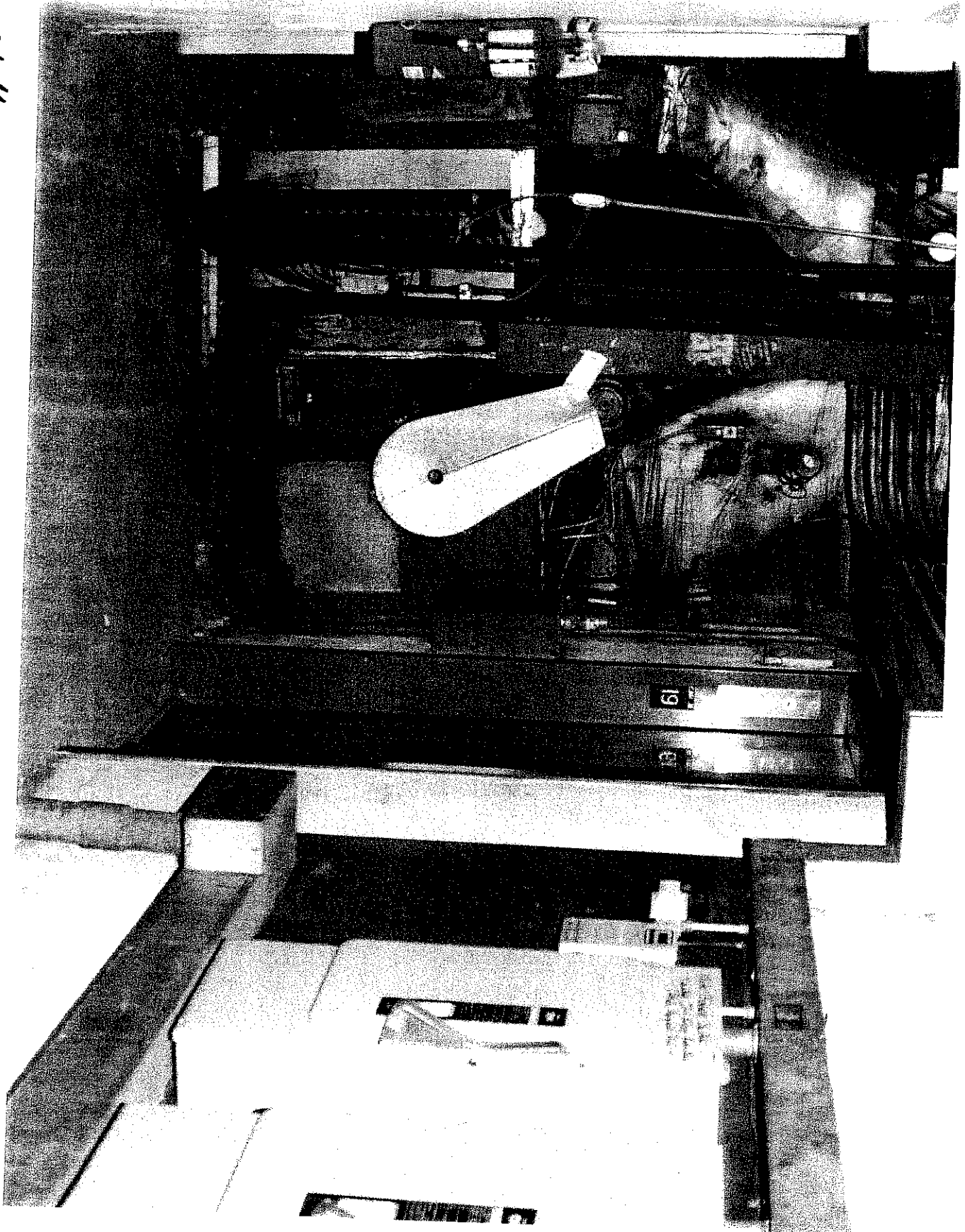
- 18th Floors Abandoned Evaporator Units inside hallways– no longer in service. Environmental issue – need to be removed.
- 19th Floors Abandoned Condenser Fan Units inside hallways – no longer in service. Need to be removed.
- 19th Floors Condenser Units located outside the core in both towers. Servicing from the 20th to the 40th floors.
- 19th Floors Evaporator Fan Units located inside the hallways in both towers. Servicing the 20th to the 40th floors.

19th floor east tower from unit

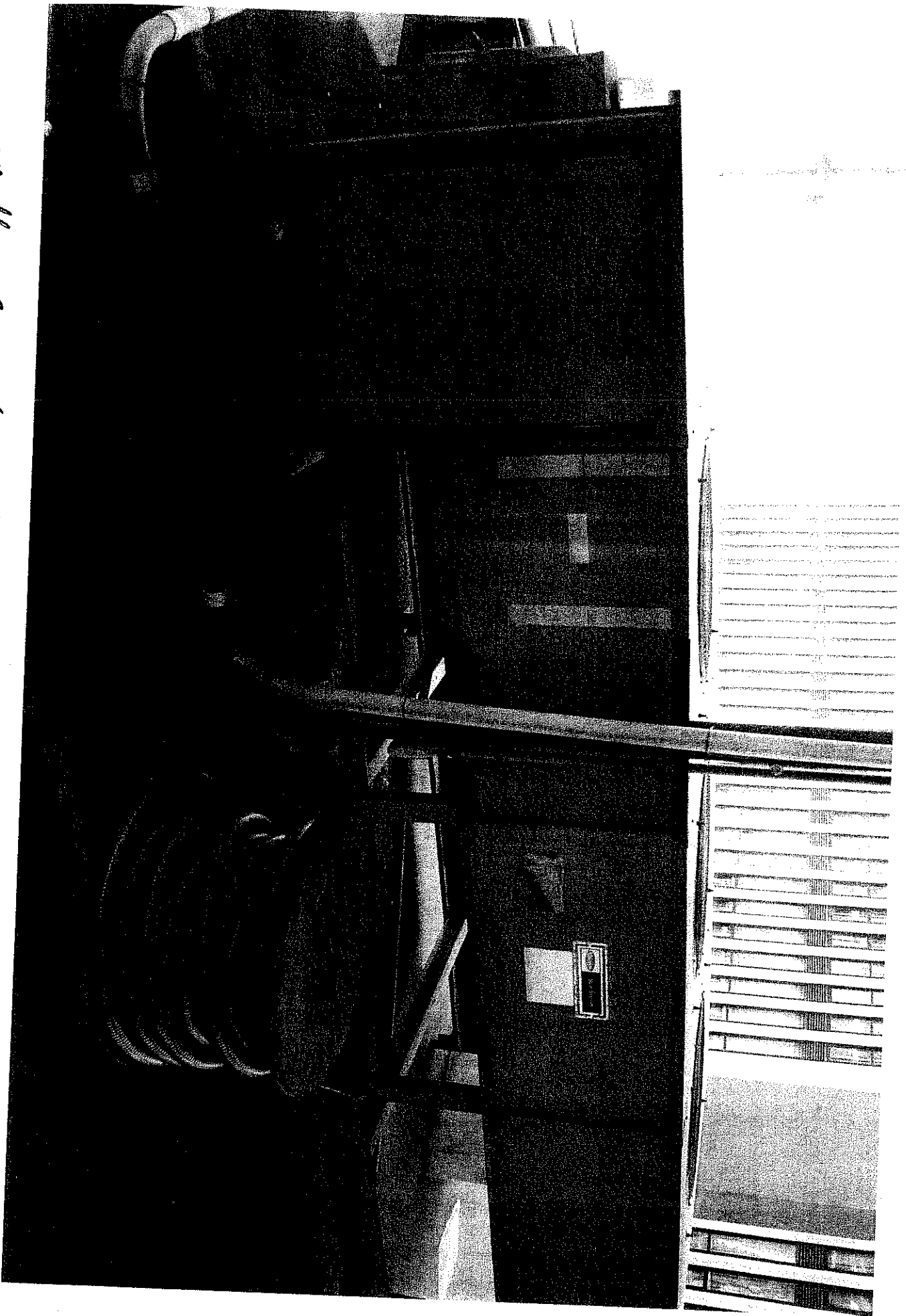


11

19th floor East tower from unit

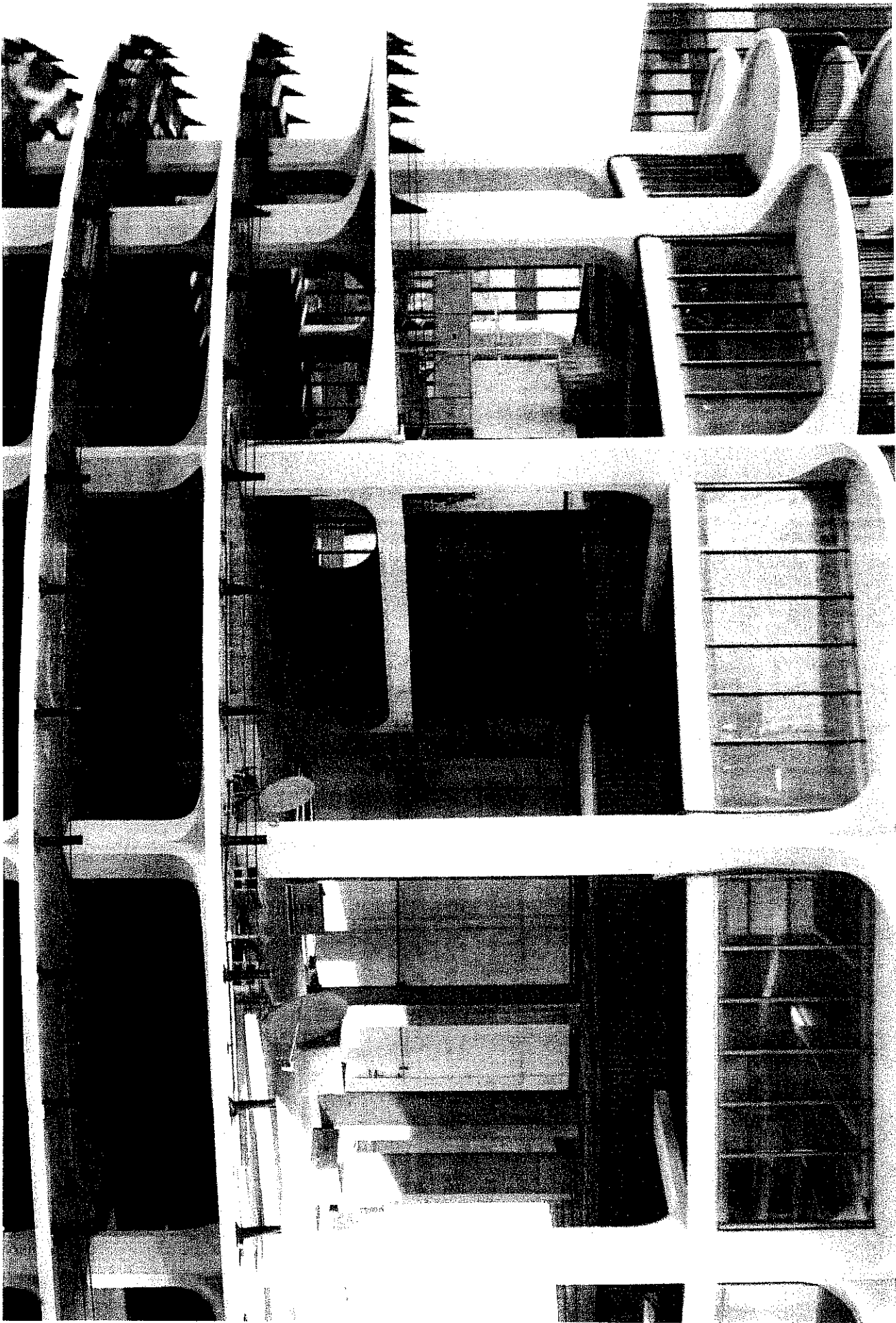


19th floor East tower fan unit

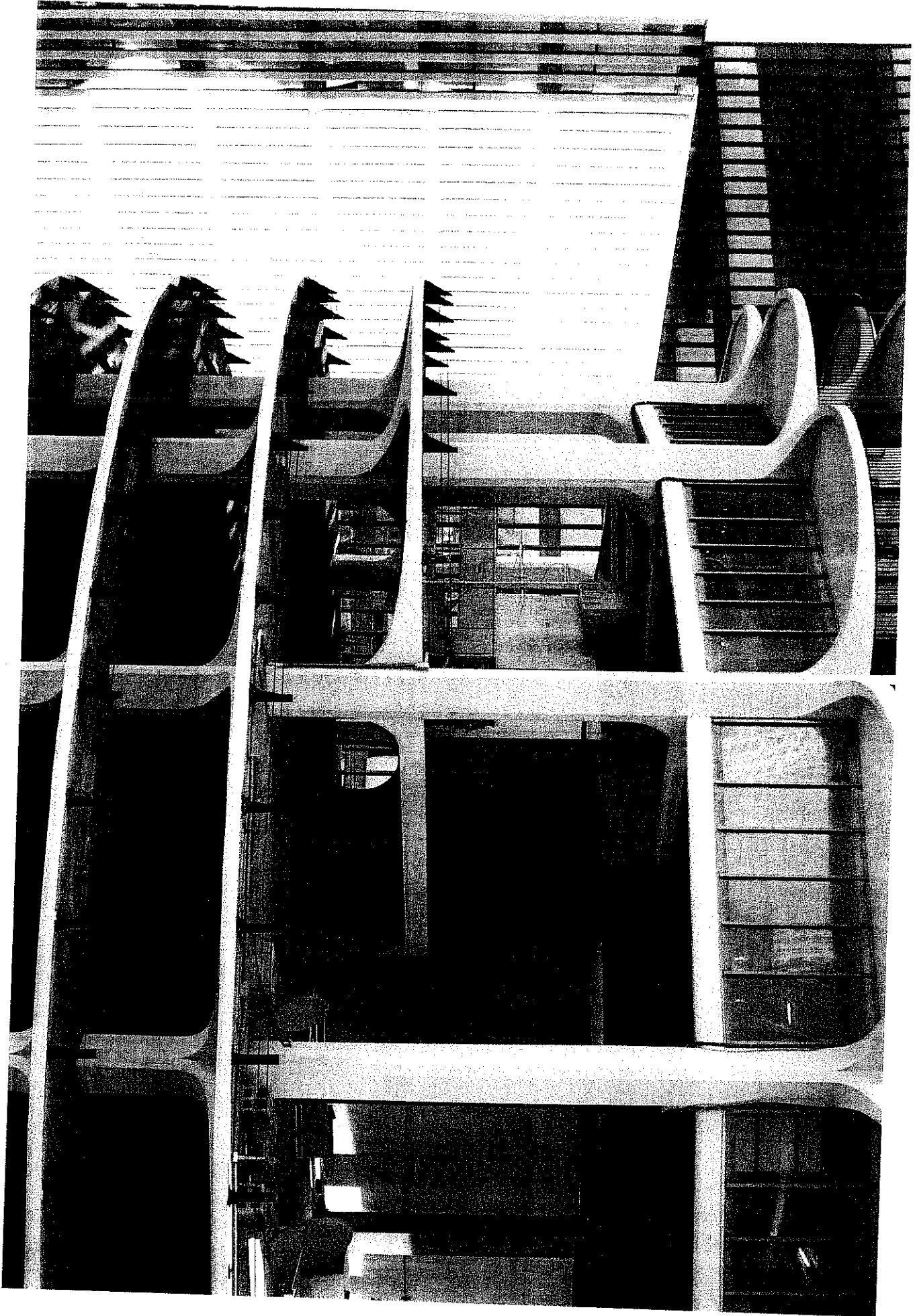


11

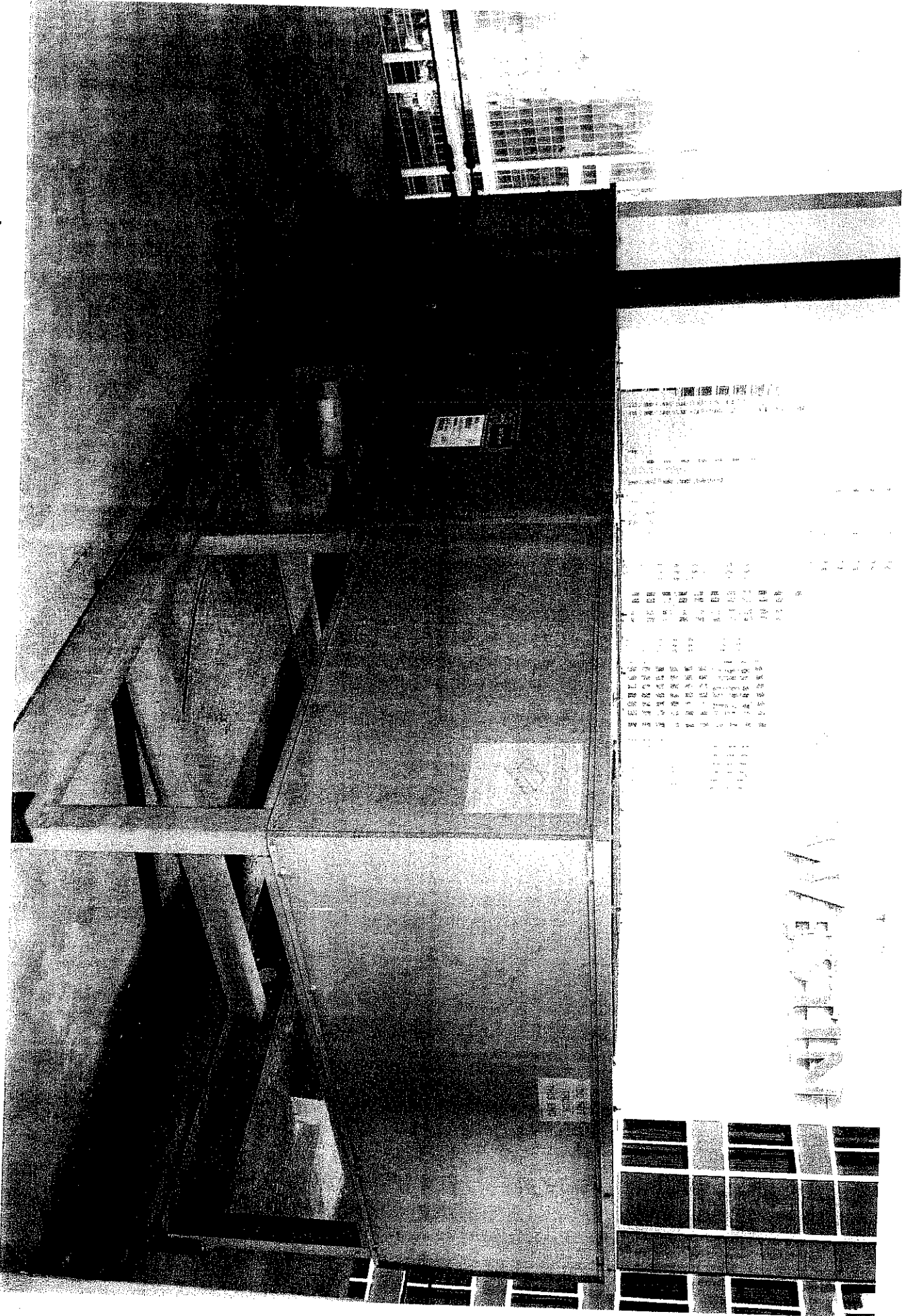
19th floor East Tower



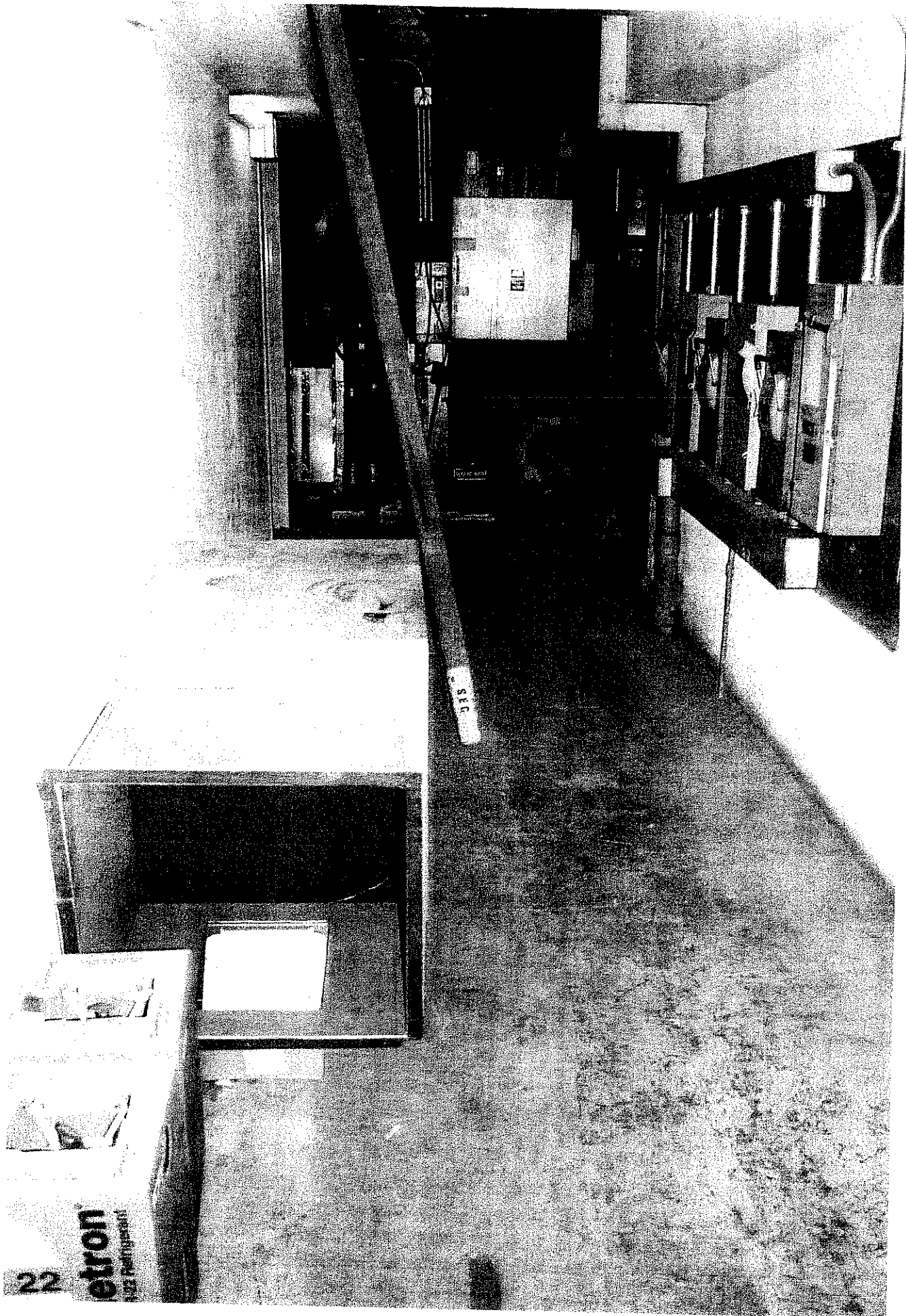
19th Floor East Tower



19th floor fan unit next tower



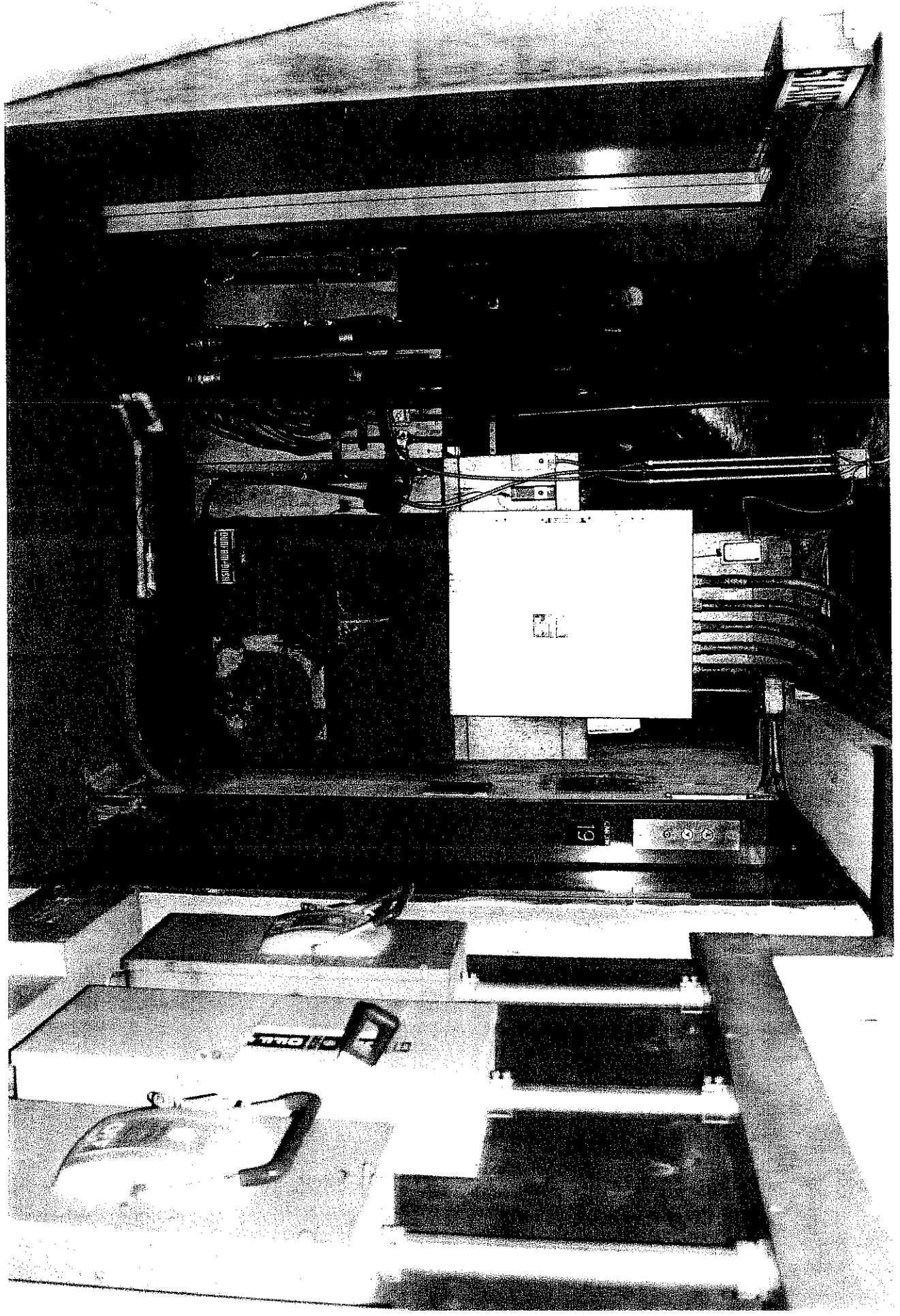
WESTERN



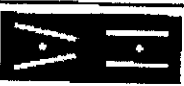
19th floor west tower fax unit

2/20/03

19th floor west tower fan unit



2/20/03



**HIRSCH ASSOCIATES
ARCHITECTURE AND PLANNING**
225 WEST HUBBARD STREET 8TH FLOOR
CHICAGO, ILLINOIS 60610
312.836.4011 FAX 312.836.0088

DESCRIPTION
**MARINA LEVEL COMPLEX PLANS
EXHIBIT "1" - MARINA LEVEL
MARINA LEVEL ASSOCIATION PARKING**

CHECKED BY: **SR**
SCALE: **1"=40'**

DRAWN BY: **RJB**
PROJECT NUMBER: **03012**

REVISION
1 3/28/03 CONDO ATTORNEY REVIEW

11

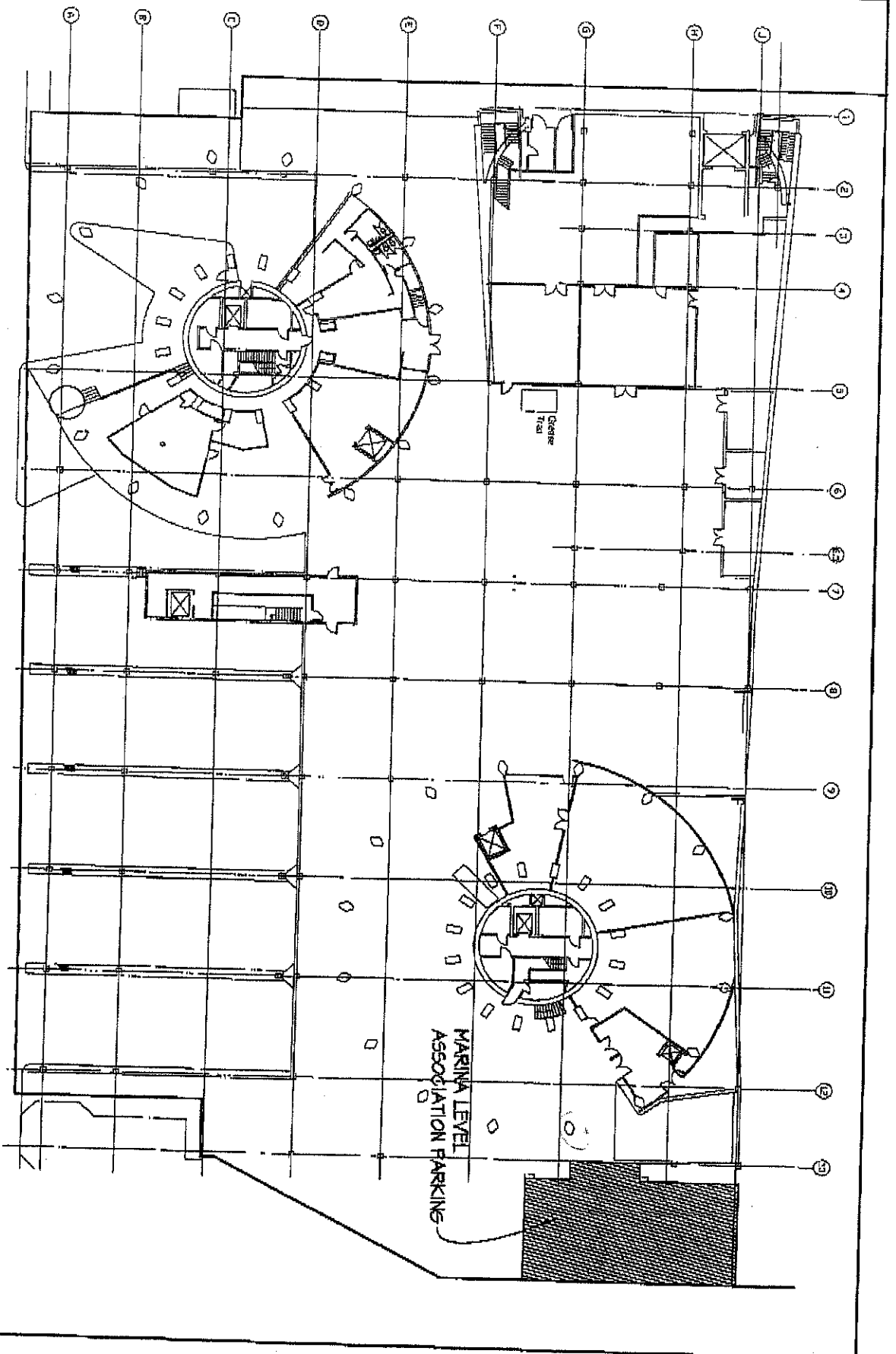
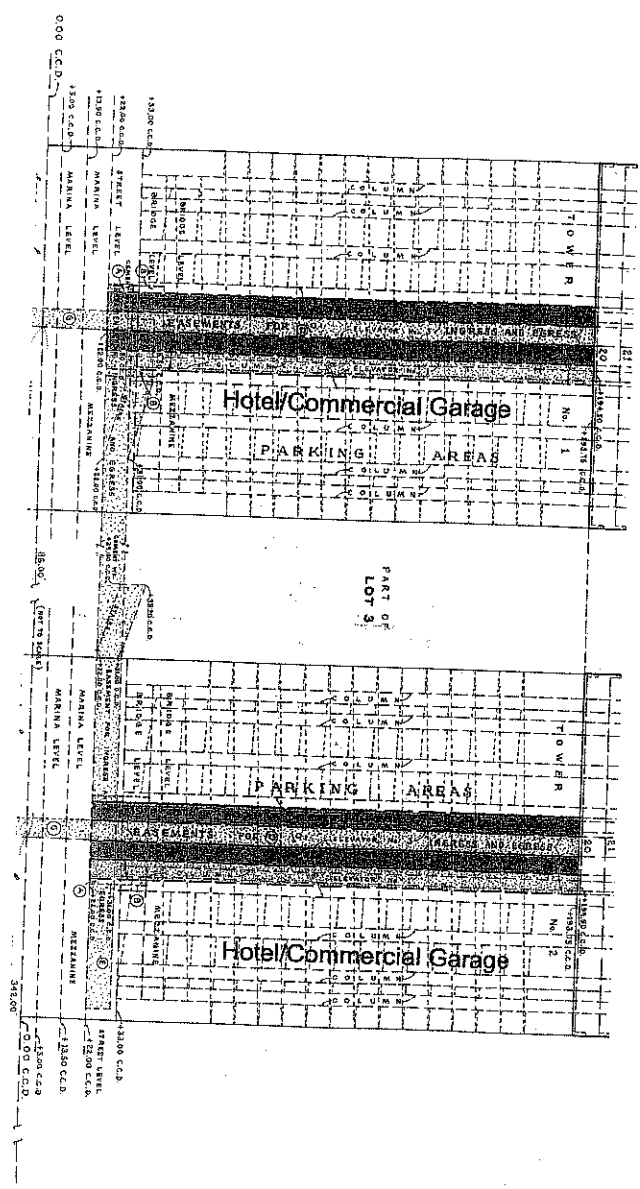


EXHIBIT J
Hotel / Commercial Garage



View Looking West

Statement Prepared By
McGraw-Hill Survey Co.
No. C332019 etc.

EXHIBIT K

Accounts Receivable from MTCA as of 12/31/02:

Real Estate Taxes	\$ 66,419.16
Late Fees	\$ 29,458.10
Base Rent	\$ 8,780.40
Sewer Repair – 50%	\$ 21,542.50
Total:	<u>\$126,200.16</u>

Estimated 2002 Capital Expenditures:

	<u>TOTAL</u>	<u>25% MTCA SHARE</u>
Deck Replacement	\$1,605,000	\$ 401,250
Environmental – Tanks	\$ 148,000	\$ 37,000
2/3 Marina Fire Protection	\$ 101,300	\$ 25,325
Tunnel Structural/Ramps	\$1,120,000	\$ 280,000
Security Cameras/System	\$ 139,000	\$ 34,750
Project Signage	\$ 70,000	\$ 17,500
Common Area Generator	\$ 10,000	\$ 2,500
Misc. Lighting & Site Improvements	\$ 100,000	\$ 25,000
Carpeting – Common Areas	<u>\$ 47,000</u>	<u>\$ 11,750</u>
	\$3,340,300	\$ 835,075

TOTAL CURRENT OBLIGATION:

\$ 961,275

EXHIBIT L

RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all Owners and Occupants of the Complex and their respective Permittees.

1. No Person shall receive or ship articles of any kind outside authorized loading areas or other than during scheduled loading times.
2. No Person shall sell, distribute or give away any product, or conduct any activity, which tends to create a nuisance in any Common Easement Area.
3. No Person shall place any structure, fence, barricade, division rail, obstruction, chair or other improvement of any type or kind in any Common Easement Area, except as otherwise expressly permitted by the Second Amended Operating Agreement or with the Hotel/Commercial Owner's prior written consent.
4. No Person, without Hotel/Commercial Owner's prior written consent, shall install or operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices, lottery or video games or machines for the sale of beverages, foods, candy, cigarettes or other commodities.
5. No Person shall waste water by tying, wedging or otherwise fastening any faucets.
6. Except with the prior written consent of Hotel/Commercial Owner, no Person shall use or permit to be used any Common Easement Area for the sale or display of any merchandise or for any other business, occupation or undertaking. No Person shall obstruct or encumber or use for any purpose other than ingress and egress to and from their respective premises any Common Easement Area, sidewalk, entrance, passage, court, elevator, escalator, vestibule, stairway, corridor, hall or other part of the Complex.
7. The Hotel/Commercial Owner and its agents and designees shall have the right to control and operate the Common Easement Areas in such manner as the Hotel/Commercial Owner deems best for the benefit of Complex Occupants and their Permittees. No Person shall permit a visit to any premises in the Complex by persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Complex by other Complex Occupants and their Permittees.
8. Canvassing, soliciting and peddling in any Common Easement Area is prohibited.
9. Nothing, including mats and trash, shall be placed, swept or thrown into the Common Easement Areas. The MTCA and the Unit Owners or Occupants temporarily shall collect any garbage, trash, rubbish or other refuse in proper, sealed containers within the Condominium Property or such other areas of the Complex to which the Hotel/Commercial Owner has granted them exclusive use, and dispose of such garbage, trash, rubbish or other

refuse on at least a daily basis in designated dumpsters and/or compactors located in space authorized by the Second Amended Operating Agreement.

10. No Person occupying premises in the Plaza Level or the Concourse Level shall attach, hang or use in connection with any window or door of such premises any drape projection, curtain, blind, shade, screen or other fixture, without the prior written consent of the Hotel/Commercial Owner. All drapes projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by the Hotel/Commercial Owner.

11. No Person shall make any unseemly or disturbing noise or disturb or interfere with Occupants of the Complex and their respective Permittees, whether by the use of any musical instrument, radio, talking machine or in any other way.

12. Except as otherwise expressly permitted by the Second Amended Operating Agreement, no Person shall bring any bicycle, vehicle, motorcycle, animal, bird or pet of any kind into the Complex, except pets permitted under the Declaration and seeing-eye or hearing-ear dogs for handicapped persons visiting the Complex. Bicycles are not to be transported on the Vertical Transportation Center elevator or escalator. Bicycles are not to be attached on any level of the Complex, except the designated bike rack under the East Tower on the Plaza Level. There shall be no parking of vehicles or other obstructions placed in the authorized loading areas.

13. All Occupants of the Complex and their respective Permittees shall cooperate with any reasonable safety or security program established by Hotel/Commercial Owner from time to time, including, without limitation, any program relating to vehicular access to the Complex or parking.

14. The Hotel/Commercial Owner and its agents shall have the right to exclude any undesirable or disorderly Persons from the Common Easement Areas at any time.

15. Complex Occupants shall not permit or encourage any loitering in or about any Common Easement Area.

16. There shall not be used in any part of the Complex, including any Common Easement Area, by any Owner, Occupant, contractor, vendor or others in the delivery or receipt of materials, supplies or merchandise, any hand trucks, except those equipped with rubber tires and side guards. In no event shall the elevators in the Vertical Transportation Center or the handicap elevator be used by contractors, vendors or other Persons transporting materials, supplies or merchandise.

17. Complex Owners, Occupants and their respective Permittees acknowledge that it is the intention that the Complex be operated in a manner which is consistent with the high standards of cleanliness, decency and morals in the community which it serves. Complex Owners, Occupants and their respective Permittees shall not use any part of the Complex for any immoral or illegal purpose, and shall cooperate with all Complex Owners, Occupants and their respective Permittees in keeping the Complex neat and clean.

18. Persons shall comply with all smoking Laws applicable to the Complex. There shall be no smoking in the Common Easement Areas or in any other portion of the Complex where smoking is prohibited.

19. The MTCA shall replace promptly any cracked or broken glass, in any location for which the MTCA has responsibility for Maintenance, with glass of like color, kind and quality.

20. Except as otherwise expressly permitted by the Second Amended Operating Agreement, no Person shall place or maintain any signs, bills, posters or other advertisements in or about the Complex without the prior written consent of the Hotel/Commercial Owner.

21. Each Owner and Occupant shall not bring or keep, or permit to be brought or kept, in the Complex any weapon, or any flammable, combustible or explosive fluid, chemical or substance, except any such fluid, chemical or substance that is necessary as a part of the lawful Maintenance or operation of the Complex or a portion thereof. Any such fluids, chemicals or substances must comply with all laws, including existing fire and safety codes.