



Prepared by and after recording return to:

Michael R. Seghetti
Elias, Meghinnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

Recorded In

Peoria County Recorder of Deeds, ILLINOIS
Teste:

Recorder of Deeds

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ^{DEEMED} AGREEMENT (this "Agreement") is made and entered into as of the 22 day of July, 2014, by and between: (i) **THE CITY OF PEORIA** ("Mortgagee"), an Illinois municipal corporation having an address at 419 Fulton St., Suite 200, Peoria, IL 61602, Attn: City Manager; and (ii) **FIRST HOSPITALITY GROUP, INC.** ("Manager"), an Illinois corporation having an address at 10275 W. Higgins Road, Suite 300, Rosemont, Illinois 60018, and pertains to property owned by **PERE MARQUETTE HOTEL, LLC** ("Landlord"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611, and leased by Owner to **PERE MARQUETTE HISTORIC, LLC** ("Tenant"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611.

RECITALS

A. Mortgagee has made a Seven Million and 00/100 Dollar (\$7,000,000.00) loan (the "Loan") secured by the Mortgage (as defined in Section 1, below), encumbering the real property more fully described on Exhibit A-1 attached hereto and made a part hereof (the, "Land"), and all of the improvements, structures and improvements, including, without limitation, the Hotel (as defined in Section 1, below) located or to be located on the Land, all of which collectively are referred to herein as the "Property."

B. Pursuant to that certain Lease (Historic), dated as of April 12, 2012, by and between Landlord and Tenant (as amended, renewed, modified or changed from time to time, the "Lease"), Landlord has demised to Tenant the entirety of the Hotel and Tenant has taken possession of and assumed triple net responsibility for maintaining the Hotel.

C. Manager and Tenant have entered into the Management Agreement (as defined in Section 1, below), pursuant to which Manager will manage the Hotel on behalf of Tenant.

D. Landlord, Tenant, Manager and Mortgagee have agreed to enter into this



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**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22 day of DECEMBER, 2014, by and between: (i) **THE CITY OF PEORIA** ("Mortgagee"), an Illinois municipal corporation, having an address at 419 Fulton St., Suite 200, Peoria, IL 61602, Attn: City Manager; and (ii) **FIRST HOSPITALITY GROUP, INC.** ("Manager"), an Illinois corporation having an address at 10275 W. Higgins Road, Suite 300, Rosemont, Illinois 60018, and pertains to property owned by **PERE MARQUETTE HOTEL, LLC** ("Landlord"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611, and leased by Owner to **PERE MARQUETTE COURTYARD, LLC** ("Tenant"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611.

RECITALS

A. Mortgagee has made a Seven Million and 00/100 Dollar (\$7,000,000.00) loan (the "Loan") secured by the Mortgage (as defined in Section 1, below), encumbering the real property more fully described on Exhibit A-1 attached hereto and made a part hereof (the, "Land"), and all of the improvements, structures and improvements, including, without limitation, the Hotel (as defined in Section 1, below) located or to be located on the Land, all of which collectively are referred to herein as the "Property."

B. Pursuant to that certain Lease (Courtyard), dated as of April 12, 2012, by and between Landlord and Tenant (as amended, renewed, modified or changed from time to time, the "Lease"), Landlord has demised to Tenant the entirety of the Hotel and Tenant has taken possession of and assumed triple net responsibility for maintaining the Hotel.

C. Manager and Tenant have entered into the Management Agreement (as defined in Section 1, below), pursuant to which Manager will manage the Hotel on behalf of Tenant.

D. Landlord, Tenant, Manager and Mortgagee have agreed to enter into this

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of July, 2014, by and between: (i) **THE CITY OF PEORIA** ("Mortgagee"), an Illinois municipal corporation having an address at 419 Fulton St., Suite 200, Peoria, IL 61602, Attn: City Manager; and (ii) **FIRST HOSPITALITY GROUP, INC.** ("Manager"), an Illinois corporation having an address at 10275 W. Higgins Road, Suite 300, Rosemont, Illinois 60018, and pertains to property owned by **PERE MARQUETTE HOTEL, LLC** ("Landlord"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611, and leased by Owner to **PERE MARQUETTE HISTORIC, LLC** ("Tenant"), an Illinois limited liability company having an address at 450 N. Main Street, East Peoria, Illinois 61611.

RECITALS

A. Mortgagee has made a Seven Million and 00/100 Dollar (\$7,000,000.00) loan (the "Loan") secured by the Mortgage (as defined in Section 1, below), encumbering the real property more fully described on Exhibit A-1 attached hereto and made a part hereof (the, "Land"), and all of the improvements, structures and improvements, including, without limitation, the Hotel (as defined in Section 1, below) located or to be located on the Land, all of which collectively are referred to herein as the "Property."

B. Pursuant to that certain Lease (Historic), dated as of April 12, 2012, by and between Landlord and Tenant (as amended, renewed, modified or changed from time to time, the "Lease"), Landlord has demised to Tenant the entirety of the Hotel and Tenant has taken possession of and assumed triple net responsibility for maintaining the Hotel.

C. Manager and Tenant have entered into the Management Agreement (as defined in Section 1, below), pursuant to which Manager will manage the Hotel on behalf of Tenant.

D. Landlord, Tenant, Manager and Mortgagee have agreed to enter into this

Agreement as a condition of Mortgagee consenting to the execution of the Management Agreement.

E. INDURE Build-to-Core Fund, LLC, f/k/a IBEW-NECA Diversified Underwritten Real Estate Fund, LLC ("First Lien Mortgagee") and Manager have entered into that certain Subordination, Non-Disturbance and Attornment Agreement ("Senior SNDA"), of even date herewith, relating to the Hotel, to which Owner and Tenant have agreed and consented.

F. Mortgagee and Manager desire to provide for Manager's management of the Hotel pursuant to the Management Agreement, notwithstanding any default by Tenant or Landlord under the Management Agreement and/or any default by Landlord or Tenant under the Loan or the Lease, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and covenant as follows:

1. Definitions. Any capitalized term that is not specifically defined in this Agreement shall have the meaning set forth in the Management Agreement. The following terms when used in this Agreement shall have the meanings indicated:

"Bankruptcy Code" shall mean Title 11 of the United States Code.

"Foreclosure" shall mean any exercise of the remedies or other action available to Mortgagee, upon a default under the loan secured by the Mortgage, which results in a transfer of title to, or possession or control of, the Property or any portion thereof or interest therein, or a transfer of the Tenant's interest in the Lease, in connection with Mortgagee's exercise of its remedies under the Mortgage or any other documents evidencing and/or securing the Loan. The term "Foreclosure" shall include, but not be limited to: (i) a transfer by judicial foreclosure; (ii) a transfer by deed in lieu of foreclosure; (iii) the appointment by a court of a receiver to assume possession or control of the Property or any portion thereof or interest therein; (iv) a transfer of either ownership or control of the Landlord or Tenant, direct or indirect in either case, by exercise of a stock pledge or otherwise; (v) a transfer resulting from an order given in a bankruptcy, reorganization, insolvency or similar proceeding or a transfer approved by a court in such a proceeding (including, but not limited to, a sale pursuant to Section 363 or Section 1123(a)(5) of the Bankruptcy Code); (vi) if title to the Property or any portion thereof is held by a tenant under a ground lease, an assignment of the tenant's interest in such ground lease; or (vii) a transfer through any similar judicial or non-judicial exercise of the remedies held by the holder of the Mortgage.

"Foreclosure Date" shall mean the date on which title to, or possession or control of, the Property or any portion thereof or interest therein is transferred by means of a Foreclosure.

"Hotel" shall mean that certain Peoria Marriott Pere Marquette Hotel containing approximately two hundred eighty-six (286) guest rooms that is located on the site described in Exhibit A-2 hereto.

“Management Agreement” shall mean that certain Hotel Management Agreement dated as of June 15, 2014 by and between Manager and Tenant. The term “Management Agreement,” as used in this Agreement, shall also include (i) any amendments, modifications, supplements, replacements or extensions of the original Management Agreement; and (ii) any New Management Agreement entered into pursuant to Section 3.B of this Agreement.

“Mortgage” shall mean that certain Second Mortgage, Leasehold Mortgage and Security Agreement with Assignment of Rents, dated as of April 12, 2012 and recorded on April 13, 2012, as Document No. 2012009029 with the Recorder of Deeds of Peoria County, Illinois, which secures the Loan and encumbers the Property. The term “Mortgage,” as used in this Agreement, shall include: (i) any further amendments, modifications, supplements or extensions of the “Mortgage” that was recorded as set forth above; and (ii) any existing or future financing by Mortgagee that is wholly or partially secured by the Hotel, including a “blanket mortgage” encumbering properties other than the Property or any portion thereof.

“Mortgagee” shall mean any of the following: (i) the entity identified as the “Mortgagee” in the Preamble, (ii) any successors or assigns of that entity, (iii) any nominee or designee of that entity (or any other entity described in this definition), (iv) any initial or subsequent assignee of all or any portion of the interest of that entity in the Mortgage, or (v) any entity that is a co-lender or participant in the financing secured by the Mortgage, or otherwise acquires an equitable interest in the Mortgage.

“Property” has the meaning assigned thereto in the first Recital hereto.

“Subsequent Owner” shall mean any individual or entity that acquires title to, or assumes or obtains possession or control of, the Property or any portion thereof or interest therein as a result of a Foreclosure (together with any successors or assigns thereof), including, but not limited to: (i) Mortgagee, (ii) any purchaser of the Property or any portion thereof or interest therein from Mortgagee, or any lessee of the Property from Mortgagee, (iii) any purchaser of the Property or any portion thereof or interest therein at Foreclosure, or (iv) any receiver appointed by a court to assume possession or control of the Property or any portion thereof or interest therein.

2. Subordination. Subject to the parties’ compliance with the provisions of this Agreement in all material respects, the right, title and interest of Manager in and to the Hotel under the Management Agreement (the “Manager’s Interests”) are and shall be subject and subordinate to the lien of the Mortgage; provided, however, that, notwithstanding the foregoing subordination: (i) neither Mortgagee nor any Subsequent Owner shall name Manager as a defendant in any Foreclosure (unless such joinder is necessary to foreclose the lien of the Mortgage, but in such case only for such purpose and not for the purpose of terminating the Management Agreement) or otherwise take steps that are inconsistent with Section 3 of this Agreement, and (ii) the Manager’s Interests shall not be subordinate to any mortgage other than the Mortgage.

3. Non-Disturbance

A. In the event Mortgagee acquires title to, or assumes or obtains possession or

control of, the Hotel, Mortgagee agrees that if, at such time, the Management Agreement has not expired or otherwise been earlier terminated in accordance with its terms, then, for so long as Mortgagee shall continue in such title, possession or control, and subject to the Hotel's continued ability to operate as a Marriott facility (i) Mortgagee shall recognize Manager's rights under the Management Agreement, (ii) Manager shall not be named as a party in any Foreclosure action or proceeding (unless such joinder is necessary to foreclose the lien of the Mortgage, but in such case only for such purpose and not for the purpose of terminating the Management Agreement) but Mortgagee shall furnish copies of any pleadings filed in connection therewith to Manager within five (5) business days of their filing or receipt of same, (iii) Manager shall not be disturbed in its right to manage and operate the Hotel pursuant to the provisions of the Management Agreement, and (iv) effective as of the Foreclosure Date, Mortgagee shall assume all of the obligations of the "Owner" under the Management Agreement that first arise or accrue after the Foreclosure Date (or such later date of acquisition of title to the Hotel), pursuant to a written assumption agreement reasonably acceptable to Manager and Mortgagee and delivered to Manager within twenty (20) days after the Foreclosure Date; provided, however, that Mortgagee shall not be required to assume any obligations of the "Owner" under the Management Agreement to the extent that such obligations derive from a material amendment or modification (measured singly or in the aggregate, in the case of successive modifications) to the provisions of the Management Agreement to which Mortgagee has not consented in writing. Notwithstanding anything herein to the contrary, and subject to Section 4.B, below, a Subsequent Owner shall not be bound by the foregoing provisions unless such Subsequent Owner is an affiliate of Mortgagee. For the avoidance of doubt, it is acknowledged and agreed that, unless expressly elected in writing by Mortgagee or Subsequent Owner, as applicable (which election shall be made not later than fifteen (15) business days after Mortgagee's or Subsequent Owner's acquisition of actual possession or control), in no event shall Mortgagee or any Subsequent Owner be obligated to pay any portion of the Basic Management Fee or Incentive Management Fee under the Management Agreement that accrued prior to the Foreclosure Date, it being further understood that, notwithstanding any other provision hereof, if Mortgagee or Subsequent Owner does not so elect to pay any accrued but unpaid Basic Management Fee or Incentive Management Fee, then, within thirty (30) days of such election, Manager may, by giving thirty (30) days prior written notice (a "Manager Termination Election Notice"), elect to terminate the Management Agreement, and neither Mortgagee nor Subsequent Owner will have any other responsibility thereunder other than with respect to any Basic Management Fee or Incentive Management Fee payable with respect to the operation of the Hotel during the period of Mortgagee's or Subsequent Owner's actual possession or control thereof. Further, if the Manager provides a Manager Termination Election Notice, a condition to Manager's continued management of the Hotel for the subsequent thirty (30) day period shall be receipt of reasonable assurance from Mortgagee or Subsequent Owner (as applicable) of payment of the Basic Management Fee and Incentive Management Fee which has been earned with respect to that period of time from and after the Foreclosure Date, and if such reasonable assurance is not so provided promptly, Manager may terminate its services immediately.

B. If, at the time Mortgagee acquires title to, or assumes or obtains possession or control of, the Hotel, the Management Agreement has been terminated or Manager no longer has the right to manage or operate the Hotel due to (i) the exercise of any purported rights of Landlord, Tenant or any prior or other "Owner" under the Management Agreement under the law of agency, or (ii) a court ruling in any proceeding or action involving bankruptcy,

receivership, assignment for the benefit of creditors, dissolution procedure or process, or similar proceedings or actions (but in no event resulting from a default by Manager under the Management Agreement or a termination by Manager under the Management Agreement), Mortgagee shall immediately enter into a new agreement with Manager for the management of the Hotel on the same terms and conditions as the Management Agreement (the "New Management Agreement"). Mortgagee shall be so obligated if Manager so requests even if Manager is then no longer managing or operating the Hotel, provided that (a) Manager is contesting in good faith such a termination or such a loss of right due to clause (i) or (ii) of the preceding sentence that has not been subject to a final non-appealable order from court having jurisdiction, (b) Manager has not actually received payment equal to the present value of the damages it incurred as a result of such termination or, if applicable, the full amount of its allowed claim in any bankruptcy proceeding, (c) Manager makes such request in writing within thirty (30) days of the Foreclosure Date, and (d) Manager provides an indemnification in form and substance reasonably satisfactory to Mortgagee wherein Manager agrees to indemnify and hold harmless the Mortgagee from and against the claims of any interim manager or operator of the Property engaged by Landlord, Tenant or any other "Owner" under the Management Agreement. The term of the New Management Agreement shall commence effective as of (1) the earliest date on which Mortgagee acquired title to, or assumed or obtained possession or control of, the Hotel, if Manager is then currently managing or operating the Hotel, or (2) ninety (90) days after the date Mortgagee acquired title to, or assumed or obtained possession or control of, the Hotel, if Manager is not then currently managing or operating the Hotel, and shall expire on the date the term of the Management Agreement would have otherwise expired but for such termination or loss of right.

C. In the event Landlord or Tenant seeks protection under the Bankruptcy Code or any similar statute, during any proceeding with respect thereto, Mortgagee shall take no action to terminate or cause the termination of the Management Agreement unless such protection has been sought as a direct or indirect result of a default by Manager under the Management Agreement.

D. During the appointment of a receiver for the Hotel, Mortgagee shall take no action to cause a receiver to act in contravention of the Manager's rights under the Management Agreement and Manager's rights of non-disturbance contained herein. Mortgagee and any other Subsequent Owner shall have the right (but not the obligation) to appoint an asset manager to act on behalf of Landlord or Tenant (in their respective capacities, as applicable, as "Owner" under the Management Agreement) with respect to the Property, in accordance with the terms hereof. Mortgagee shall give notice to Manager in the event of the appointment of any such asset manager.

4. Attornment

A. Subject to Section 4.B, if, at the time Subsequent Owner acquires title to, or assumes or obtains possession or control of, the Hotel, (i) the Management Agreement is in effect, and has not expired or otherwise been earlier terminated in accordance with its terms, and (ii) Subsequent Owner is in substantial compliance with this Agreement, then Manager shall attorn to any Subsequent Owner, Manager shall remain bound by all of the terms, covenants and conditions of the Management Agreement, and Manager shall enjoy all of its rights under the

Management Agreement, for the balance of the remaining term thereof (and any renewals thereof that may be effected in accordance with the Management Agreement) with the same force and effect as if Subsequent Owner were the "Owner" under the Management Agreement (if the Lease is not in effect subsequent to such Foreclosure).

B. If, at the time Subsequent Owner acquires title to, or assumes or obtains possession or control of the Hotel, such Subsequent Owner does not assume the obligations of the "Owner" under the Management Agreement in accordance with clause (iv) of Section 3.A hereof (if the Lease is not in effect subsequent to such Foreclosure), or, if the Lease remains in effect subsequent to such Foreclosure then (1) Manager shall have no such obligation to so attorn, (2) a default by "Owner" shall be deemed to have occurred under the Management Agreement or New Management Agreement, and (3) Manager shall thereafter have a continuing right to terminate the Management Agreement upon ninety (90) days' prior written notice to Subsequent Owner, unless, at the time of Manager's exercise of such termination right, Subsequent Owner assumes all of the obligations of the "Owner" under the Management Agreement that first arise or accrue after the Foreclosure Date (or such later date of acquisition of title to the Hotel) pursuant to a written assumption agreement reasonably acceptable to Manager and delivered to Manager within five (5) business days after Manager's exercise of such termination right. For the avoidance of doubt, it is acknowledged and agreed that, unless expressly elected in writing by Mortgagee or Subsequent Owner, as applicable (which election shall be made not later than fifteen (15) business days after Mortgagee's or Subsequent Owner's acquisition of actual possession or control), in no event shall Mortgagee or any Subsequent Owner be obligated to pay any portion of the Basic Management Fee or Incentive Management Fee under the Management Agreement that accrued prior to the Foreclosure Date, it being further understood that, notwithstanding any other provision hereof, if Mortgagee or Subsequent Owner does not so elect to pay any accrued but unpaid Basic Management Fee or Incentive Management Fee, then, within thirty (30) days of such election, Manager may, by giving a Manager Termination Election Notice, elect to terminate the Management Agreement, and neither Mortgagee nor Subsequent Owner will have any other responsibility thereunder other than with respect to any Basic Management Fee or Incentive Management Fee payable with respect to the operation of the Hotel during the period of Mortgagee's or Subsequent Owner's actual possession or control thereof. Further, if the Manager provides a Manager Termination Election Notice, a condition to Manager's continued management of the Hotel for the subsequent thirty (30) day period shall be receipt of reasonable assurance from Mortgagee or Subsequent Owner (as applicable) of payment of the Basic Management Fee and Incentive Management Fee which has been earned with respect to that period of time from and after the Foreclosure Date, and if such reasonable assurance is not so provided promptly, Manager may terminate its services immediately.

C. Upon the written request of Mortgagee, Manager shall periodically execute and deliver a statement, in a form reasonably satisfactory to Mortgagee, reaffirming Manager's obligation to attorn as set forth in this Section 4.

5. Notice and Opportunity to Cure

A. So long as the Mortgage remains outstanding and unsatisfied, then in the event of a default by Landlord or Tenant in the performance or observance of any of the terms and

conditions of the Management Agreement, and in the event that Manager gives written notice thereof to Tenant pursuant to the applicable section of the Management Agreement or similar provision in the New Management Agreement, Manager shall also give a duplicate copy (herein referred to as the "First Notice") of such notice to Mortgagee, in accordance with Section 8 of this Agreement. In addition, in the event that such default is not cured within the applicable cure period under the applicable section of the applicable Management Agreement (the "Owner's Cure Period"), and Manager intends to exercise its remedy of terminating such Management Agreement, Manager shall send a second notice (the "Second Notice") to Mortgagee, in accordance with Section 8 hereof, stating Manager's intention to terminate the Management Agreement. Mortgagee shall have the right to cure any such Default during the period commencing with Manager's service of the First Notice and continuing through the thirtieth (30th) day after Manager's service of the Second Notice (the "Mortgagee's Cure Period"). From and after the expiration of the Owner's Cure Period, Manager shall be entitled to exercise its remedy of terminating the applicable Management Agreement and take any and all actions necessary in connection with such termination, but any such exercise by Manager shall be subject to Mortgagee's cure right set forth herein and shall be rendered null and void if Mortgagee cures such default prior to the expiration of the Mortgagee's Cure Period. Notwithstanding any provision in this Agreement to the contrary, if such default is not reasonably capable of being cured by Mortgagee within such thirty (30) day period after Manager's service of the Second Notice and further provided that Mortgagee has commenced and is diligently pursuing the cure of such default, the Mortgagee's Cure Period shall be (i) extended for a reasonable period of time in order to permit Mortgagee to cure such Default, not to exceed sixty (60) days in the aggregate in the case of a monetary default and not to exceed ninety (90) days in the aggregate in the case of non-monetary defaults which do not require Mortgagee to take possession of the Hotel, and (ii) tolled for such period of time as Mortgagee is unable to obtain possession of the Hotel as a result of a bankruptcy filing (whether voluntary or involuntary) of Tenant or Landlord.

B. No notice given by Manager to Landlord or Tenant (or any subsequent or other "Owner") shall be effective as a notice under the applicable section of the Management Agreement unless the applicable duplicate notice to Mortgagee that is required under Section 5.A hereof (either the First Notice or the Second Notice, as the case may be) is given to Mortgagee in accordance with this Agreement. It is understood that any failure by Manager to give such a duplicate notice (either the First Notice or the Second Notice, as the case may be) to Mortgagee shall not be a default by Manager either under this Agreement or under the Management Agreement, but rather shall operate only to void the effectiveness of any such notice by Manager to Tenant (or any subsequent or other "Owner") under the applicable section of the applicable Hotel Agreement.

C. Manager agrees to accept performance by Mortgagee with the same force and effect as if the same were performed by Landlord or Tenant (or any subsequent or other "Owner"), in accordance with the provisions and within the cure periods prescribed in the Management Agreement (except that Mortgagee shall have the additional cure period, not available to Landlord or Tenant, set forth in Section 5.A hereof).

D. Except as specifically limited in the foregoing paragraphs or elsewhere in this Agreement, nothing contained herein shall preclude Manager from exercising any of its rights or

remedies against Tenant or Landlord (or any subsequent or other "Owner") with respect to any default by Tenant or Landlord (or any subsequent or other "Owner") under the Management Agreement.

6. Notice to Manager. If Mortgagee sends Tenant (or any subsequent or other "Owner") a notice of default under the Mortgage, then Mortgagee shall on the same day send Manager a copy thereof in accordance with Section 8 of this Agreement (provided that the failure by Mortgagee to send such notice to Manager on the same day shall not constitute a default by Mortgagee under this Agreement). If Mortgagee intends to seek appointment by a court of a receiver to assume possession or control of the Hotel, Mortgagee shall provide Manager with at least five (5) business days' prior written notice of such intention, which notice shall identify the name and location of the court where such appointment will be sought and shall include a draft of the proposed appointment order for such receiver so that Manager will have the opportunity to review and comment on the proposed order to ensure that such order is consistent with the terms of this Agreement.

7. Assignment of Management Agreement. Tenant has, pursuant to the applicable provisions of the Mortgage and the other documents evidencing the loan secured by the Mortgage, collaterally assigned to Mortgagee, as additional security for the indebtedness secured by the Mortgage, all of Tenant's right, title and interest in and to the Management Agreement, including the right to distributions payable to Tenant (or similar provisions of the New Management Agreement). Manager hereby acknowledges that it has been given a copy of the foregoing assignment, Manager does not object to the assignment effected thereby and Manager acknowledges and agrees that Manager's consent thereto is not necessary, as provided in Section 7.1 of the Management Agreement. If, pursuant to such assignment (or subsequent loan documentation entered into between Tenant, Landlord and/or Mortgagee with a similar purpose), Manager receives (which it may, from time to time) a notice or notices from Mortgagee directing Manager to pay to Mortgagee distributions or amounts under the Management Agreement that would otherwise be payable to Tenant, Manager shall comply with any such notice. Manager shall continue to make payments in compliance with any such notice from Mortgagee until Manager receives written instructions to the contrary from Mortgagee. It is understood that Manager shall comply with the direction set forth in any such notice without any necessity to investigate Mortgagee's reasons for sending such notice, or to confirm whether or not Tenant and/or Landlord is in fact in default under the terms of the loan secured by the Mortgage. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, Manager hereby acknowledges that Mortgagee's acceptance of the collateral assignment of the Management Agreement from Tenant does not obligate Mortgagee to perform Tenant's obligations under the Management Agreement or any other obligation with respect to the ownership, operation, use, marketing or sale of the Hotel, including any obligation to pay any fees or other sums to Manager, except as and unless expressly provided for in this Agreement.

8. Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by certified or registered mail, postage prepaid, return receipt requested or by nationally recognized overnight delivery service, addressed to the parties as follows:

To Mortgagee: City Clerk
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

and

City Manager
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

and

Corporation Counsel City of Peoria
419 Fulton, Room 200
Peoria, IL 61602

To Manager: First Hospitality Group, Inc
10275 W. Higgins Road, Suite 300
Rosemont, IL 60018
Attn: Robert J. Habeeb

With a copy to: Lyon & Caron, LLP
790 Estate Drive, #180
Deerfield, IL 60015
Attn: Jeffrey S. Lyon

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed to have been received when delivery is received or refused, as the case may be. Additionally, notices may be given by confirmed telephone facsimile transmission, provided that an original copy of said transmission shall be delivered to the addressee by nationally recognized overnight delivery service by no later than the second (2nd) business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission if received during the receiving party's normal business hours or, if not received during the receiving party's normal business hours, then on the next succeeding date on which such receiving party is open for normal business.

9. Estoppel Certificates.

A. Manager shall, at any time and from time to time upon not less than thirty (30) days' prior written notice from Mortgagee, execute, acknowledge and deliver to Mortgagee, or to any third party specified by Mortgagee, a statement in writing: (a) certifying (i) that the Management Agreement is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications), and (ii) the date through which the management fees due and payable under the Management Agreement have been paid; and (b) stating whether or not to the best knowledge of

Manager (i) there is a continuing default by Landlord or Tenant (or any subsequent or other "Owner") in the performance or observance of any covenant, agreement or condition contained in the Management Agreement, or (ii) there shall have occurred any event that, with the giving of notice or passage of time or both, would become such a default, and, if so, specifying each such default or occurrence of which Manager has actual knowledge. Such statement shall be binding upon Manager and may be relied upon by Mortgagee and/or such third party specified by Mortgagee as aforesaid.

B. Manager hereby certifies that, as of the date hereof, (a) the Management Agreement are unmodified (other than as expressly acknowledged herein) and in full force and effect, and (b) to the best knowledge of Manager (i) there is no continuing default by Landlord or Tenant in the performance or observance of any covenant, agreement or condition contained in the Management Agreement, and (ii) no event has occurred that, with the giving of notice or passage of time or both, would become such a default under the Management Agreement. Further, Manager hereby certifies that all management fees due and payable under the Management Agreement have been paid through the date hereof.

10. Confirmatory Documentation. The provisions of Section 2, Section 3 and Section 4 of this Agreement are and shall be fully effective and binding between the parties and any Subsequent Owner, upon the occurrence of the conditions set forth in such Sections, without the execution of any further instruments by any party (unless further instruments are expressly required in such Sections). Notwithstanding the foregoing, each party to this Agreement shall have the right (from time to time, for so long as this Agreement is in effect) to request any other party to execute documentation (in form reasonably satisfactory to all signing parties) confirming (if true) that such conditions (if any) have been satisfied and that the provisions of Section 2, Section 3 and/or Section 4 hereof have been implemented. In such event, each of the parties that is requested to execute such confirmatory documentation agrees to execute it within a reasonable period of time (not to exceed thirty (30) days) after its receipt of such request.

11. Amendment of Management Agreement. Manager shall not amend, extend or otherwise modify the Management Agreement in any material respect (measured singly and in the aggregate, in the case of successive modifications) without the prior written consent of Mortgagee.

12. Access to Information and Hotel. Manager consents to Tenant delivering to Mortgagee any and all information prepared by Manager, and delivered to Tenant, with respect to the Hotel and the operation thereof. On reasonable advance notice from Mortgagee, Manager shall provide to Mortgagee and their respective employees, agents and representatives (including, if applicable, a court-appointed receiver) the same rights to enter on any part of the Hotel as Owner enjoys under the Management Agreement for the purpose of examining, inspecting or making extracts from the books and records of the Hotel. Mortgagee shall indemnify Manager for any loss, damage or liability incurred by or asserted against Manager in connection with the entry on any part of the Hotel by Mortgagee, its employees, agents and/or representatives pursuant to this Section 12.

13. Permits and Licenses. Manager acknowledges that, pursuant to the documents evidencing the loan secured by the Mortgage, Tenant and Landlord, as applicable, have assigned

to Mortgagee, as additional collateral for such loan, and to the extent permitted by law, all governmental licenses, permits and authorizations required for the lawful operation of the Hotel (including, without limitation, any liquor license), and Manager, to the extent it holds any right, title or interest in or to such licenses, permits or authorizations, hereby collaterally sells, assigns, grants, transfers and sets over to Mortgagee, as security for such loan, such right, title and interest in and to any and all such licenses, permits or authorizations now or hereafter in effect, but only to the extent that the same may be lawfully assigned and with the express recognition that such assignment shall only become operative when and to the extent Mortgagee or any Subsequent Owner elects to terminate the Management Agreement as "Owner" may thereunder due to an Event of Default by the Manager.

14. Limitation on Mortgagee's Liability. Manager acknowledges that in no event shall Mortgagee or any Subsequent Owner, or any employee, director, officer, heir, legal representative, successor, or assignee of Mortgagee or any Subsequent Owner (collectively, "Successor") have any personal liability for the obligations of Landlord or Tenant (or any subsequent or other "Owner") under the Management Agreement, and should Mortgagee or Subsequent Owner succeed to the interests of Landlord or Tenant (or any subsequent or other "Owner") under a Hotel Agreement pursuant to this Agreement, Manager shall look only to the interest of such successor for the satisfaction of any claims of Manager against such successor, and no other property or assets of any successor shall be subject to levy, execution or other enforcement procedure.

15. Accounts; Security Interest. Manager hereby acknowledges that Tenant has granted Lender a security interest in the Operating Accounts and such other deposit, working capital, capital expenditure, reserve or other account established in connection with the ownership, operation and management of the Hotel (collectively, the "Accounts"). Notwithstanding such collateral assignment to Lender, Lender hereby agrees that Manager shall not be disturbed in its right or ability to utilize funds in the Operating Account in accordance with the terms of the Management Agreement so long as Manager has not defaulted thereunder. Manager hereby agrees that it will use the funds on deposit in the Accounts in accordance and consistent with the terms of the Management Agreement.

16. Bifurcation of Incentive Management Fee. In the event of a Foreclosure upon the Hotel which results in Mortgagee or another Subsequent Owner becoming the "Owner" under the Management Agreement, the Incentive Management Fee threshold provided therein shall not be subject to the combined net operating income of both the Hotel and the adjacent Courtyard by Marriott Hotel but instead would be subject to the net operating income of only the Hotel. In such event, if the net operating income of the Hotel exceeds Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), Manager would be entitled to an Incentive Management Fee calculated as follows: (i) five percent (5%) of the first One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00) in net operating income; plus (ii) seven percent (7%) of net operating income in excess of One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00).

17. Senior Loan. The rights of Mortgagee hereunder are subordinate to the rights of First Lien Mortgagee in connection with its senior \$33,000,000 loan secured by a first priority mortgage on the Hotel property. The parties agree that, to the extent of any conflict between the

provisions of this Agreement (including Section 4 and Section 7 of this Agreement) and those of the Senior SNDA, the provisions of the Senior SNDA shall control and govern. The parties further agree that, if Manager has conflicting obligations to the First Lien Mortgagee under the Senior SNDA and to the Mortgagee under this Agreement, then Manager only shall be obligated to perform such obligations for the benefit of First Lien Mortgagee under the Senior SNDA and shall have no obligation (hereunder or otherwise) to perform such obligations for the benefit of Mortgagee under this Agreement.

18. Miscellaneous.

A. This Agreement may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart, provided that photocopy or facsimile copies of all signatures are produced.

B. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representatives and assigns of each of the parties hereto, and in furtherance of the foregoing, any party to this Agreement may require or cause it to be recorded in the public land records of the jurisdiction where the Hotel is located at any time. Manager agrees to enter into a subordination agreement in a form reasonably required by a lender substantially similar to this Agreement providing refinancing for payment of the Loan, any portion thereof or any future refinancing of the Property.

C. Notwithstanding anything herein to the contrary, the commencement and prosecution of Foreclosure proceedings under the Mortgage is a matter entirely within the discretion of Mortgagee.

D. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the context requires.

E. In the event the Management Agreement shall be amended, modified or supplemented (as permitted by this Agreement), the Management Agreement, as so amended, modified or supplemented, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by the parties hereto.

F. The provisions of this Agreement shall not be modified, amended, waived, discharged or terminated except by a written document signed by all of the parties hereto.

G. This Agreement and its validity, interpretation and enforcement shall be governed by the laws of the state in which the Hotel is located.

H. Captions of Sections herein are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Sections to which they refer.

I. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respects, all other terms and conditions of this Agreement shall remain in

full force and effect.

J. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. No such waiver shall constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not constitute a waiver of any remedy provided by law or in equity, and the provision in this Agreement of any remedy shall not exclude any other remedy unless such remedy is expressly excluded hereby.

K. This Agreement is subject to the terms and conditions of, and Manager's obligations under, the Relicensing Franchise Agreement executed with Marriott International, Inc. with respect to the Hotel, it being further acknowledged that the foregoing statement is not intended to enlarge or expand Mortgagee's or Subsequent Owner's obligations hereunder or otherwise with respect to the Hotel or such Relicensing Franchise Agreement.

L. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF MORTGAGEE AND MANAGER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN TO OWNER.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first written above.

MORTGAGEE:

CITY OF PEORIA

By: Chris Sett
Its City Manager Acting City Manager

Attest: Beth Ball
Its City Clerk

By: Stephanie Rice
Chief Deputy City Clerk

ACCEPTED AS TO FORM:

By: Donald B. List
Its City Attorney

STATE OF ILLINOIS)
) ss:
COUNTY OF PEORIA)

I hereby certify that on this 22 day of December, 2014, before me, the undersigned officer, personally appeared Chris Sett and Beth Ball, who acknowledged themselves to be the City Manager and City Clerk of the City of Peoria, and that they, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the City of Peoria.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Daniel Sullivan
Notary Public

My Commission expires: 8/20/18



MANAGER:

FIRST HOSPITALITY GROUP, INC.

an Illinois corporation

By: 

Name: Robert J. Habeeb

Title: President

STATE OF Illinois)

CITY/COUNTY OF Cook)

) ss:

I hereby certify that on this 21st day of August, 2014, before me, the undersigned officer, personally appeared Robert J. Habeeb, who acknowledged herself/himself to be the President of First Hospitality Group, Inc., and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Robert J. Habeeb, as President of First Hospitality Group, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Notary Public

My Commission expires: 6/16/18



TENANT'S CONSENT AND AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in connection with the execution and delivery of that certain Subordination, Non-Disturbance and Attornment Agreement dated as of the date first written above by and between The City of Peoria as "Mortgagee" thereunder and First Hospitality Group, Inc. as "Manager" thereunder (the "SNDA"), from which the undersigned party ("Tenant") is receiving material benefit, Tenant hereby (i) consents to the terms and provisions of the SNDA, including the terms regarding any payments by Manager to Mortgagee referenced in Section 7 of the SNDA that are in compliance with any such notice referenced in Section 7 of the SNDA, (ii) acknowledges and agrees that any such payment by Manager to Mortgagee referenced in Section 7 of the SNDA satisfies Manager's obligations under the Management Agreement to distribute such funds to Tenant, (iii) releases Manager from any and all obligations relating to such payments referenced in Section 7 of the SNDA, (iv) agrees that it will not take any action contrary to or inconsistent with the terms of the SNDA, (v) acknowledges that the SNDA does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage or any other document evidencing or securing the loan secured by the Mortgage, and (vi) acknowledges that the SNDA does not in any way release Tenant from its obligations to comply all terms of such loan documents and that such loan documents remain in full force and effect. The consent and agreement by Tenant evidenced hereby shall be deemed to be irrevocable until the entire debt secured by the Mortgage referenced in the SNDA has been discharged, as evidenced either by the recordation of a satisfaction or release executed by Mortgagee, or by the delivery of a written statement to that effect from Mortgagee to Manager.

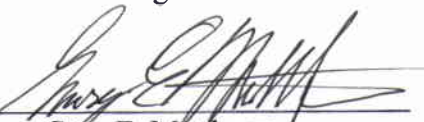
Date: August 20, 2014

TENANT:

PERE MARQUETTE HISTORIC, LLC, an Illinois limited liability company

By: **GEM HOSPITALITY, LLC**,
an Illinois limited liability company,
its Manager

By: **EM PROPERTIES, LTD.**,
an Illinois corporation,
its Manager

By: 
Gary E. Matthews
President

[NOTARY BLOCK IS ON NEXT PAGE]

SIGNATURE PAGE FOR TENANT'S CONSENT & AGREEMENT TO SNDA

STATE OF Illinois)
) ss:
CITY/COUNTY OF Pezevell)

I hereby certify that on this 20 day of August, 2014, before me, the undersigned officer, personally appeared Gary E. Matthews, who acknowledged herself/himself to be the manager of Pere Marquette Historic, LLC, and that she/he, in such capacity, being authorized to do so, executed the foregoing Tenant's Consent and Agreement for the purposes therein contained, by signing the name of Gary E. Matthews, as President of EM Properties, Ltd.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Terrri A Ault
Notary Public

My Commission expires: 11/19/15



LANDLORD'S CONSENT AND AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in connection with the execution and delivery of that certain Subordination, Non-Disturbance and Attornment Agreement dated as of the date first written above by and between The City of Peoria as "Mortgagee" thereunder and First Hospitality Group, Inc. as "Manager" thereunder (the "SNDA"), from which the undersigned party ("Landlord") is receiving material benefit, Landlord hereby (i) consents to the terms and provisions of the SNDA, including the terms regarding any payments by Manager to Mortgagee referenced in Section 7 of the SNDA that are in compliance with any such notice referenced in Section 7 of the SNDA, (ii) acknowledges and agrees that any such payment by Manager to Mortgagee referenced in Section 7 of the SNDA satisfies Manager's obligations under the Management Agreement to distribute such funds to Tenant, (iii) releases Manager from any and all obligations relating to such payments referenced in Section 7 of the SNDA, (iv) agrees that it will not take any action contrary to or inconsistent with the terms of the SNDA, (v) acknowledges that the SNDA does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage or any other document evidencing or securing the loan secured by the Mortgage, and (vi) acknowledges that the SNDA does not in any way release Landlord from its obligations to comply all terms of such loan documents and that such loan documents remain in full force and effect. The consent and agreement by Landlord evidenced hereby shall be deemed to be irrevocable until the entire debt secured by the Mortgage referenced in the SNDA has been discharged, as evidenced either by the recordation of a satisfaction or release executed by Mortgagee, or by the delivery of a written statement to that effect from Mortgagee to Manager.

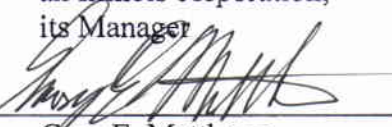
Date: August 20, 2014

LANDLORD:

PERE MARQUETTE HOTEL, LLC,
an Illinois limited liability company

By: **GEM HOSPITALITY, LLC,**
an Illinois limited liability company,
its Manager

By: **EM PROPERTIES, LTD.,**
an Illinois corporation,
its Manager

By: 

Gary E. Matthews
President

[NOTARY BLOCK IS ON NEXT PAGE]

STATE OF Illinois)
) ss:
CITY/COUNTY OF Peaseville)

I hereby certify that on this 20 day of August, 2014, before me, the undersigned officer, personally appeared Gery E. Matthews, who acknowledged herself/himself to be the Manager of Pere Marquette Hotel, LLC, and that she/he, in such capacity, being authorized to do so, executed the foregoing Tenant's Consent and Agreement for the purposes therein contained, by signing the name of Gery E. Matthews, as President of TM Properties, Ltd.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Terril A. Ault
Notary Public

My Commission expires: 11/19/15



EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1:

PARCEL 1:

A strip of land 54 feet wide of even width by full depth of lot off of the Southwesterly side of Lot 8, adjoining Lot 7, and a strip of land 14 feet wide of even width by full depth of lot off of the Northeasterly side of Lot 7, adjoining Lot 8 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 2:

Eighteen (18) feet of even width by full depth of lot off of the Northeasterly side of Lot 8 and 30 feet of even width by full depth of lot off of the Southwesterly side of Lot 9 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD INTEREST IN AND TO THE FOLLOWING DESCRIBED TRACT:

A part of Lots 9 and 10 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, being a strip of land having a frontage of 66 feet on Main Street and extending back of even width along Madison Avenue 114 feet off of the Southeasterly ends of said Lots 9 and 10, more particularly bounded and described as follows, to-wit: Beginning at the Easterly corner of said Lot 10, the same being the point and place of intersection of the Southwesterly line of Main Street with the Northwesterly boundary line of South Madison Avenue; extending thence in a Northwesterly direction, along and with the Southwesterly boundary line of Main Street and the Northeasterly boundary line of said Lot 10, a distance of 66 feet to a point; thence in a Southwesterly direction, and parallel with the Northwesterly boundary line of South Madison Avenue, a distance of 114 feet to a point; thence in a Southeasterly direction, and parallel with the Southwestern boundary line of Main Street, a distance of 66 feet to the Northwestern boundary line of South Madison Avenue; thence in a Northeasterly direction, along and with said Northwestern boundary line of South Madison Avenue, a distance of 114 feet to the point and place of beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 4:

A part of Lots 9 and 10 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point on the line of said Lot 10 on Main Street, 66 feet Northwesterly from the South corner of said Lot at the intersection of Main and Madison Streets; running thence Northwesterly, along the line of said Lot on Main Street, 105 feet to the Southeasterly line of the alley in said Block; thence Southwesterly, along said alley line, 114 feet; thence Southeasterly, parallel with Main Street, 105 feet; thence Northeasterly, parallel with Madison Avenue, 114 to the place of beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 5:

The Easterly 230.77 feet of the Southerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, said alley having been vacated per City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-015

TRACT 2:

PARCEL 1:

Lots 3, 4, and 5 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-016.

PARCEL 2:

An irrevocable and perpetual subsurface easement for the purpose of (1) allowing the footings and foundations of the existing parking deck structure located on the above-described Parcel 1 to encroach upon the public right-of-way and (2) the maintaining, repairing, and replacing of the footings and foundations of the parking deck structure located upon the above-described Parcel 1, as conveyed and warranted in the Warranty Deed dated November 30, 2004 and recorded December 3, 2004 as Document No. 04-44192 from the City of Peoria, Illinois, Grantor, to Innco Hospitality, Inc., Grantee, over and across the following described tract:

A part of Fulton Street, Monroe Street, and the alley in Block 17 of the ORIGINAL TOWN OF PEORIA, more particularly bounded and described as follows: Beginning on the Southeasterly line of Monroe Street at the most-Northerly corner of Lot 3 of Block 17 of the Original Town of

Peoria, Illinois, in Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; thence Southwesterly, along the Southeasterly line of Monroe Street, a distance of 216.59 feet to the most-Westerly corner of said Block 17; thence Southeasterly, along the Northeasterly line of Fulton Street, a distance of 171.73 feet to the most-Southerly corner of Lot 5 of said Block 17; thence Northeasterly, along the Northwesterly line of the alley in said Block 17, a distance of 216.58 feet to the most-Easterly corner of said Lot 3; thence Southeasterly, along the Northeasterly line of said Lot 3 extended, a distance of 3.00 feet; thence Southwesterly, along a line of 3.00 feet Southeasterly of and parallel with the Northwesterly line of the alley in said Block 17, a distance of 219.33 feet; thence Northwesterly, along a line of 2.75 feet Southwesterly of and parallel with the Northeasterly line of Fulton Street, a distance of 177.48 feet; thence Northeasterly, along a line of 2.75 feet Northwesterly of and parallel with the Southeasterly line of Monroe Street, a distance of 219.34 feet; thence Southeasterly, a distance of 2.75 feet to the Point of Beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 3:

An irrevocable and perpetual above-surface easement for the purpose of allowing the above-surface portion of the existing parking deck structure located on the above-described Parcel 1 to encroach upon the public right-of-way, as conveyed and warranted in the Warranty Deed dated November 30, 2004 and recorded December 3, 2004 as Document No. 04-44192 from the City of Peoria, Illinois, Grantor, to Innco Hospitality, Inc., Grantee, over and across the following described tract:

A part of Fulton Street right-of-way, more particularly bounded and described as follows: A strip of land 1.00 feet of even width off the Northeasterly side of Fulton Street, lying Southwesterly of and adjacent to Lot 5 in Block 17 of the ORIGINAL TOWN OF PEORIA, Illinois, in Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 4:

The Northerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, said alley having been vacated per City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791, EXCEPTING THEREFROM the Easterly 144 feet of said Northerly one-half (1/2); situated in PEORIA COUNTY, ILLINOIS.

TRACT 3:

A part of Lots 1 and 2 in Block 17 in the ORIGINAL TOWN OF PEORIA, as shown on the plat thereof recorded in Plat Book "G", page 131, more particularly described as follows: Commencing at the most Northerly corner of said Lot 1 as the Place of Beginning; thence Southwesterly, along the Southeasterly line of Monroe Street, 144 feet to the dividing line between Lots 2 and 3 in said Block; thence Southeasterly, along the dividing line between Lots 2

and 3 in said Block, 85.5 feet to a point; thence at right angles, parallel with Monroe Street, 44 feet; thence at right angles Northwesterly, parallel with Main Street, 50 feet; thence at right angles Northeasterly, parallel with Monroe Street, 100 feet to Main Street; thence at right angles Northwesterly, along Main Street, 35.5 feet to the Place of Beginning; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-010.

TRACT 4:

A part of Lots 1 and 2 in Block 17 in the ORIGINAL TOWN OF PEORIA, as shown on the plat thereof recorded in Plat Book "G", page 131, more particularly described as follows: Commencing on the line of said Lot 1 on Main Street, 35.5 feet Southeasterly of the Southeasterly line of Monroe Street; thence Southeasterly, along the line of said Lot 1 on Main Street, 25 feet; thence Southwesterly, parallel with Monroe Street, 100 feet; thence Northwesterly, parallel with Main Street, 25 feet; thence Northeasterly, parallel with Monroe Street, 100 feet to the Place of Beginning; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-011.

TRACT 5:

A part of Lots 1 and 2 in Block 17 in the ORIGINAL TOWN OF PEORIA, as shown on the plat thereof recorded in Plat Book "G", page 131, more particularly described as follows: Commencing on the line of said Lot 1 on Main Street, 85.5 feet from Monroe Street; thence Southwesterly, parallel with Monroe Street, 100 feet; thence Northwesterly, parallel with Main Street, 25 feet; thence Northeasterly, parallel with Monroe Street, 100 feet; thence Southeasterly, along the line of said Lot 1 on Main Street, 25 feet to the Place of Beginning; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-012.

TRACT 6:

A part of Lots 1 and 2 in Block 17 in the ORIGINAL TOWN OF PEORIA, as shown on the plat thereof recorded in Plat Book "G", page 131, more particularly described as follows: Commencing on the Northeasterly line of said Lot 1 on Main Street, 42.75 feet Northwesterly of the intersection of Main Street and the alley in said Block; thence Northwesterly, along the line of said Lot 1 on Main Street, 42.75 feet; thence Southwesterly, parallel with the alley in said Block, 144 feet to the line dividing Lots 2 and 3 in said Block; thence Southeasterly, along said dividing line, 42.75 feet; thence Northeasterly, parallel with the alley in said Block, 144 feet to the Place of Beginning; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-013.

TRACT 7:

PARCEL 1:

A part of Lots 1 and 2 in Block 17 in the ORIGINAL TOWN OF PEORIA, as shown on the plat thereof recorded in Plat Book "G", page 131, more particularly described as follows: Commencing at the Easterly corner of said Lot 1 at the intersection of Main Street with the alley in said Block; Northwesterly, along the line of said Lot 1 on Main Street, 42.75 feet; thence Southwesterly, parallel with the alley in said Block, 144 feet to the line dividing Lots 2 and 3 in said Block; thence Southeasterly, along said dividing line, 42.75 feet to the line of said Lot 2 on said alley; thence Northeasterly, along the alley line of Lots 2 and 1, 144 feet to the Place of Beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 2:

The Easterly 144 feet of the Northerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, said alley having been vacated per City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-014.

TRACT 8:

A perpetual easement over the Westerly 130.58 feet of the Southerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, as granted in the Access Easements and Parking Agreement contained in City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE HOTEL

TRACT 1:

PARCEL 1:

A strip of land 54 feet wide of even width by full depth of lot off of the Southwesterly side of Lot 8, adjoining Lot 7, and a strip of land 14 feet wide of even width by full depth of lot off of the Northeasterly side of Lot 7, adjoining Lot 8 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 2:

Eighteen (18) feet of even width by full depth of lot off of the Northeasterly side of Lot 8 and 30 feet of even width by full depth of lot off of the Southwesterly side of Lot 9 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD INTEREST IN AND TO THE FOLLOWING DESCRIBED TRACT:

A part of Lots 9 and 10 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, being a strip of land having a frontage of 66 feet on Main Street and extending back of even width along Madison Avenue 114 feet off of the Southeasterly ends of said Lots 9 and 10, more particularly bounded and described as follows, to-wit: Beginning at the Easterly corner of said Lot 10, the same being the point and place of intersection of the Southwesterly line of Main Street with the Northwesterly boundary line of South Madison Avenue; extending thence in a Northwesterly direction, along and with the Southwesterly boundary line of Main Street and the Northeasterly boundary line of said Lot 10, a distance of 66 feet to a point; thence in a Southwesterly direction, and parallel with the Northwesterly boundary line of South Madison Avenue, a distance of 114 feet to a point; thence in a Southeasterly direction, and parallel with the Southwestern boundary line of Main Street, a distance of 66 feet to the Northwestern boundary line of South Madison Avenue; thence in a Northeasterly direction, along and with said Northwestern boundary line of South Madison Avenue, a distance of 114 feet to the point and place of beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 4:

A part of Lots 9 and 10 in Block 17 in the ORIGINAL TOWN (now City) OF PEORIA, being a part of the Northeast Quarter of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point on the line of said Lot 10 on Main Street, 66 feet Northwesterly from the South corner of said Lot at the intersection of Main and Madison Streets; running thence Northwesterly, along the line of said Lot on Main Street, 105 feet to the Southeasterly line of the alley in said Block; thence Southwesterly, along said alley line, 114 feet; thence Southeasterly, parallel with Main Street, 105 feet; thence Northeasterly, parallel with Madison Avenue, 114 to the place of beginning; situated in PEORIA COUNTY, ILLINOIS.

PARCEL 5:

The Easterly 230.77 feet of the Southerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, said alley having been vacated per City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791; situated in PEORIA COUNTY, ILLINOIS.

P.I.N.: 001-18-09-206-015.

TRACT 8:

A perpetual easement over the Westerly 130.58 feet of the Southerly one-half (1/2) of the vacated alley in Block 17 of the ORIGINAL TOWN (now City) OF PEORIA lying between Main Street and Fulton Street, as granted in the Access Easements and Parking Agreement contained in City of Peoria Ordinance No. 16,865, adopted by the Peoria City Council August 28, 2012 and recorded July 12, 2013 as Document No. 2013017791.