SECOND AMENDMENT TO AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF PEORIA AND EM PROPERTIES, LTD. AND PERE MARQUETTE HOTEL, LLC AND PERE MARQUETTE TIF, INC.

This **SECOND AMENDMENT TO AMENDED AND RESTATED REDEVELOPMENT AGREEMENT** ("Second Amendment") by and among THE CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City"), and EM PROPERTIES, LTD., an Illinois corporation ("EM"), PERE MARQUETTE HOTEL, LLC, an Illinois limited liability company ("Hotel Owner") and PERE MARQUETTE TIF, INC., an Illinois corporation ("TIF Member"), is entered into as of February 28, 2012 (the "Effective Date"). Hotel Owner and TIF Member are collectively referred to as the "Redeveloper".

RECITALS

WHEREAS, the City and the Redeveloper have entered into that certain Amended and Restated Redevelopment Agreement between the City and EM, dated on or about November 10, 2011, as amended by a First Amendment thereto, dated January 27, 2012 (collectively, the "Redevelopment Agreement"); and

WHEREAS, all capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Redevelopment Agreement; and

WHEREAS, a number of entities affiliated with the Redeveloper, including, without limitation, the following entities are expected to own and/or have a leasehold interest in the Project and/or Project Site (such additional affiliated entities together with the Redeveloper are sometimes, collectively, referred to herein as the "Redeveloper Entities"):

Pere Marquette Courtyard, LLC, an Illinois limited liability company;
Pere Marquette Garage MT, LLC, an Illinois limited liability company;
Pere Marquette Garage, LLC, an Illinois limited liability company; and
Pere Marquette Historic, LLC, a Delaware limited liability company.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree to further amend the Redevelopment Agreement, as follows:

1. Section 6.1 of the Redevelopment Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"6.1 **Project Loan**. The City agrees, subject to the terms and conditions in this Agreement including those set forth in this Article VI, to make available to the Redeveloper Entities a term loan for the Project in the principal amount of Seven Million and 00/100

Dollars ($7,000,000.00) (the "Project Loan"), which shall be repayable in accordance with the terms of this Agreement and a promissory note made by the Redeveloper Entities, except Pere Marquette Historic, LLC (collectively, the "Redeveloper Borrowers") in favor of the City in form and content reasonably acceptable to the City and the Redeveloper Borrowers (the "Project Loan Note"), and shall be secured and guaranteed as set forth in this Article VI."

2. Section 6.3 of the Redevelopment Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"6.3 **Payment Terms**.

(a) The Project Loan shall be interest free from the Financing Closing Date until the earlier of (i) Final Completion or (ii) the third (3rd) anniversary of the Financing Closing Date. Thereafter, the Project Loan shall bear interest at the rate of seven percent (7%) per annum.

(b) The Project Loan shall be payable in twenty-three (23) equal annual payments of principal in the amount of $304,348 each, plus accrued interest thereon, commencing on the third anniversary of the Finance Closing Date and continuing on the next twenty-two (22) consecutive anniversaries of such Finance Closing Date. On the twenty-fifth (25th) anniversary of the Finance Closing Date, all unpaid principal and accrued interest shall be due and payable.

(c) Notwithstanding the above, (i) the Project Loan may be prepaid at any time without penalty; (ii) the entire outstanding balance of the Project Loan shall become due and payable on the date that either Hotel is sold; and (iii) if the Senior Loan is refinanced without either Hotel being sold then, at the election of the Redeveloper Borrowers, either (a) the entire outstanding balance of the Project Loan shall become due and payable or (b) the interest rate on the Project Loan shall increase to eight percent (8%) per annum."

3. Section 6.4 of the Redevelopment Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"6.4 **Mortgage and Security Agreement**. The Project Loan shall be secured by a mortgage and a security agreement on the Project (together with all assets of the Redeveloper Borrowers pledged to the Senior Lender), junior to the mortgage and security agreement of the Senior Loan in form and content reasonably acceptable to the City and Redeveloper (the "Project Loan Mortgage"), said mortgage to include, among other things, provisions for, beginning with the earlier of (i) May 1, 2014 or (ii) the first month following Final Completion, the deposit into an interest bearing escrow account (with an escrow agent reasonably acceptable to the Senior Lender and the City) on a monthly basis of 1/12 of the estimated annual real estate taxes for the Project Site, for payment toward the Redeveloper's real estate taxes when due."

4. Section 6.7 and Section 6.8 of the Redevelopment Agreement are deleted in their entirety and the following is substituted in lieu thereof:

"6.7 **Subordination, Non-Disturbance and Attornment Agreement**. The City shall enter into a Subordination, Non-Disturbance and Attornment Agreement with Chevron USA, Inc., or an affiliate thereof, pursuant to which, among other things, the City shall agree not to terminate any master lease covering the Pere Marquette Hotel to any entity in which Chevron USA, Inc. is an investor until the date which is five (5) years from the opening of the Pere Marquette Hotel (the "Chevron SNDA").

6.8 **Debt Service Payments**. With respect to Cash Flow from the Project only, the regularly scheduled annual debt service payments on the Project Loan set forth in Section 6.3(b) shall be made after payment of Operating Expenses, payment of tax credit investor asset management fees, tax credit investor preferred returns or other amounts owed to any Tax Credit Investors (all to the extent related to the Project), and scheduled payments of principal and interest on the Seller Financing Debt. In the event that such payments on the Project Loan are not made (by reason of this Section 6.8 or otherwise), such unpaid amounts shall accrue under the Project Loan until paid. In the event of a sale or other disposition of the Project (or any element thereof) (including pursuant to a foreclosure sale), this Section 6.8 shall be of no further force or effect, and the City shall be entitled to enforce Project Loan Note and the Project Loan Mortgage as if this Section 6.8 did not exist. Notwithstanding the above, for the avoidance of doubt, (i) the priority of the Senior Loan over the Project Loan shall be as set forth in the Project Intercreditor Agreement referenced in Section 6.6 hereof and (ii) the priority of the federal tax credit investor (Chevron USA, Inc.) over the Project Loan shall be as set forth in the Chevron SNDA referenced in Section 6.7 hereof."

5. After Section 7.4 of the Redevelopment Agreement, the following Section 7.5 shall be added in its entirety as follows:

"7.5 **Liquidated Damages**. In the event that the Hotel Pere Marquette is not open to the public on or before March 1, 2013, the Redeveloper will pay to the City on demand as liquidated damages and not as a penalty an amount equal to $41,000 for each calendar month or portion thereof that transpires after March 1, 2013 (including March, 2013) until the date that the Hotel Pere Marquette is open to the public. In addition, in the event that the Courtyard Inn & Suites is not open to the public on or before May 1, 2014, the Redeveloper will pay to the City on demand as liquidated damages and not as a penalty an amount equal to $41,000 for each calendar month or portion thereof that transpires after May 1, 2014 (including May, 2014) until the date that the Courtyard Inn & Suites is open to the public."

6. Section 8.5, Section 8.6, Section 8.7 and Section 8.8 of the Redevelopment Agreement are deleted in their entirety and the following is substituted in lieu thereof:

"8.5 **Conditions Precedent to Project Grant and Project Loan**. Notwithstanding anything to the contrary, the City shall have no obligation to make the

Project Grant and Project Loan unless the following are satisfied to the reasonable satisfaction of the City:

(a) The Redeveloper certifies in writing to the City that there are no amendments to the Plans and Specifications previously approved by the City; or if there are proposed amendments, the Redeveloper secures the written approval of the City, if required in accordance with the provisions of this Agreement;

(b) The Redeveloper certifies in writing to the City that there are no amendments to the Construction Contract previously approved by the City; or if there are proposed amendments, the Redeveloper secures the written approval of the City, which approval shall not be unreasonably withheld;

(c) The Redeveloper certifies in writing to the City that there are no amendments to Schedule 4 hereto; or if there are amendments to Schedule 4, the Redeveloper secures the written approval of the City, which approval shall not be unreasonably withheld. For purposes of this Section 8.5(c), the "City" shall mean the City Manager;

(d) The Redeveloper certifies in writing to the City that there are no amendments to the Franchise Documents previously approved by the City; or if there are proposed amendments, the Redeveloper secures the written approval of the City, which approval shall not be unreasonably withheld;

(e) The Redeveloper certifies to the City, accompanied by underlying definitive transactional documentation reasonably acceptable to the City, that the Redeveloper has secured and has in place equity and/or debt financing in an amount sufficient to construct and open the entire Project (including, without limitation, the Senior Debt, Seller Financing Debt and all Tax Credit Equity);

(f) The Redeveloper provides the City with an Organizational Chart depicting the Redeveloper Entities and all related leases and other arrangements with respect to the Project or Project Site; and

(g) The Redeveloper delivers to the City and the Escrow Agent all of the documents and other deliveries due hereunder from the Redeveloper including, without limitation, those set forth in Section 8.6 below.

8.6 **Deliveries by Redeveloper to Escrow Agent**. Notwithstanding anything to the contrary, the City shall have no obligation to make the Project Grant or Project

Loan unless the Redeveloper shall deliver to an escrow agent mutually agreed upon by the City and the Redeveloper (the "Escrow Agent") (with copies to the City) the following items set forth in this Section 8.6, all in form and content reasonably acceptable to the City:

(a) FEIN of Hotel Owner and TIF Member and all other Redeveloper Entities;

(b) Organizational documents of Hotel Owner and TIF Member and all other Redeveloper Entities;

(c) Resolutions and/or consents of the directors, managers, shareholders and members of Hotel Owner, EM and TIF Member approving this Agreement and all of the documents and agreements of the Redeveloper and all other Redeveloper Entities to be delivered pursuant hereto, or alternatively, at the election of Redeveloper, a secretary's certificate or manager's certificate of GEM Hospitality, LLC, in form and content reasonably acceptable to the City, certifying as to the due authorization and enforceability of all of the documents and agreements of GEM Hospitality, LLC;

(d) Connector Easement Agreement executed by Hotel Owner;

(e) The executed Pere Marquette Hotel Construction Agreement dated September 21, 2010, executed by EM and the various unions, contractors and subcontractors party thereto, pertaining to project labor, as subsequently assigned to Hotel Owner;

(f) Master Disbursing Agreement entered into by the Senior Lender and City, and/or separate Disbursing Agreements for the Senior Lender and City, respectively (with a side agreement between the Senior Lender and the City), all on terms and conditions consistent with this Agreement and otherwise in form and content reasonably acceptable to the City;

(g) Evidence that Hotel Owner shall become the fee owner or holder of a ground leasehold interest in the Project Site as of the Financing Closing Date, together with an estoppel certificate (or other documentation reasonably acceptable to the Senior Lender) from all ground lessors with respect to the Project Site, in form and content reasonably acceptable to the City;

(h) Project Intercreditor Agreement entered into by the Senior Lender and City and all other applicable third parties, on terms and conditions consistent with this Agreement and otherwise in form and content reasonably acceptable to the City;

(i) Project Loan Note, in form and content reasonably acceptable to the City, executed by the Redeveloper Borrowers;

(j) Project Loan Mortgage, in form and content reasonably acceptable to the City, executed by the Redeveloper Borrowers;

(k) Project Loan Security Agreement, in form and content reasonably acceptable to the City, executed by the Redeveloper Borrowers.

(l) Project Loan Guaranty, in form and content reasonably acceptable to the City, executed by Gary E. Matthews;

(m) Title Commitment, showing the entire Project Site to be owned in fee simple by the Redeveloper (and/or subject to a ground lease in which the Redeveloper is the contractual lessee) and Title Policy, insuring the Project Loan Mortgage (from the title insurance company issuing a title policy to the Senior Lender);

(n) Opinion of counsel to the Redeveloper, in form and content reasonably acceptable to the City, opining as to the due authorization and enforceability of this Agreement and all of the documents and agreements of the Redeveloper Entities;

(o) Declaration of Covenants, Uses and Restrictions (Schedule 5 Revised), executed by the Redeveloper and the other Redeveloper Entities;

(p) Payment and Performance Bond with respect to the Construction Contract in form and content acceptable to the City;

(q) Notice to proceed from the Redeveloper to the General Contractor with a start date no more than forty-five (45) days after the Financing Closing Date;

(r) Certificate of the Redeveloper providing that all of the representations and warranties and certifications of the Redeveloper hereunder (including any certifications required under this Article VIII) are true and correct as of the Financing Closing Date;

(s) Construction drawings sufficient to obtain a building permit for the Hotel Pere Marquette and Parking Deck and a shell permit for the Courtyard Inn & Suites;

(t) An affidavit establishing that Gary B. Matthews is in control (as

defined in Section 9.15 hereof) of each of the Redeveloper Entities (except for Pere Marquette Historic, LLC), in which Chevron USA, Inc. has certain additional voting rights.

(u) Written confirmation from each financial source identified pursuant to Section 8.5(e) hereof that their commitment remains in effect and that they are prepared to close by the Financing Closing Date;

(v) Such other documents and other items reasonably required by the City and its counsel to make the Project Grant and Project Loan;

(w) With respect to each Tax Credit Investor providing financing for the Project, all transactional documents related to such financing, executed by such Tax Credit Investor and all applicable Redeveloper Entities, together with a certificate from each such Tax Credit Investor (in form and content acceptable to the City, the Redeveloper and such Tax Credit Investor) specifically stating that such financing of such Tax Credit Investor will close on the Financing Closing Date subject to issuance of the Bonds;

(x) With respect to the Senior Loan, all transactional documents related thereto, executed by the Senior Lender and all applicable Redeveloper Entities, together with a certificate from such Senior Lender (in form and content acceptable to the City, the Redeveloper and the Senior Lender) specifically stating that such Senior Loan will close on the Financing Closing Date subject to issuance of the Bonds;

(y) With respect to each Seller Financing Debt, all transactional documents related thereto, executed by each Seller and all applicable Redeveloper Entities, together with a certificate from such Seller (in form and content acceptable to the City, the Redeveloper and such Seller) specifically stating that such Seller Financing Debt will close on the Financing Closing Date subject to issuance of the Bonds;

(z) Written confirmation, reasonably acceptable to the City, from the funding source that the Marriott Grant is available for the Project;

(aa) Written confirmation, reasonably acceptable to the City, from the funding source that the Walkway Grant is available for the Project;

(bb) Financing Notice to Proceed (referenced in Section 8.7.1), executed by the Senior Lender; and

(cc) Financing Notice to Proceed (referenced in Section 8.7.1), executed by the Redeveloper.

8.7 **Issuance of Bonds; Financing Closing**.

8.7.1 **Issuance of Bonds**. The City shall initiate the process of selling and issuing the Bonds as soon as reasonably possible after (a) all of the conditions precedent set forth in Section 8.5 hereof are met; (b) the Redeveloper makes all deliveries to the Escrow Agent and City required hereunder, including those set forth in Section 8.6 hereof; and (c) the Redeveloper and the Senior Lender each send to the City a Notice to Proceed with the Financing Closing requesting that the City initiate the process of selling and issuing the Bonds and confirming that each is prepared to close on the Financing Closing Date upon issuance of the Bonds (each a "Financing Notice to Proceed"). The City anticipates that it will take from 14 to 21 days to sell and issue the Bonds; provided, however, that if the interest rate necessary to sell the Bonds would exceed seven and one-half percent (7.50%), the Redeveloper and the City agree to delay the Financing Closing Date until the Bonds can be sold with an interest rate not exceeding seven and one-half percent (7.50%) or less, not to exceed ninety (90) days after all such conditions in Section 8.5 hereof are met and all documents delivered pursuant to Section 8.6 hereof, unless otherwise agreed to by the parties hereto.

8.7.2 **Financing Closing**. The Financing Closing shall be the date ("Financing Closing Date") on which the following shall concurrently occur or shall have occurred: (i) the City has issued the Bonds and deposited the Project Grant in a construction escrow account consistent with the provisions of this Agreement, (ii) the Hotel Owner shall close on the acquisition of all right, title and interest in fee simple and/or leasehold rights to the entire Project Site, (iii) the appropriate Redeveloper Entities shall close on the Senior Debt, Seller Financing Debt, and Project Loan, respectively, (iv) the City shall make the initial disbursement of the Project Grant, (v) the Senior Lender shall make the initial disbursement of the Senior Loan, and (vi) the Redeveloper shall close with all Tax Credit Investors and the Tax Credit Investors have been admitted to the Project.

8.7.3 **Escrow Agent Instructions**. The Redeveloper and the City shall enter into an escrow agreement with the Escrow Agent consistent with the purpose and intent of this Article VIII.

8.8 **Termination of Agreement**. This Agreement shall terminate if (a) the conditions set forth in Section 8.5 hereof are not met; or (b) the deliveries set forth in Section 8.6 are not made by the Redeveloper, in either case, on or before March 30, 2012. In the event of such termination, the Parties shall have no further rights and obligations under this Agreement. For the avoidance of doubt, this Section 8.8 is not conditioned by or subject to any Force Majeure rights of the Redeveloper under Section 3.2.3."

7. Schedule 5 to the Redevelopment Agreement is deleted in its entirety and Schedule 5 (Revised) in the form attached hereto is substituted in lieu thereof.

8. All other terms and conditions of the Redevelopment Agreement shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

CITY OF PEORIA

By: _____
Its City Manager

Attest: _____
Its City Clerk

EM PROPERTIES, LTD.

By: _____
Gary E. Matthews, President

PERE MARQUETTE HOTEL, LLC

By: GEM Hospitality, LLC

By: EM Properties, Ltd.

By: _____
Gary E. Matthews, President

ACCEPTED AS TO FORM:

By: _____
Its City Attorney

PERE MARQUETTE TIF, INC.

By:_____
Gary E. Matthews, President

812-0244.d5

Prepared by:

Randall Ray
Corporation Counsel
City of Peoria
419 Fulton Street, Room 207
Peoria, Illinois 61602

Return to:

Randall Ray
Corporation Counsel
City of Peoria
419 Fulton Street, Room 207
Peoria, Illinois 61602

SCHEDULE 5 REVISED

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

Pere Marquette Hotel, LLC, an Illinois limited liability company, is the owner and/or lessee of certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, as depicted on Exhibit A attached hereto and made a part hereof (the "Project Site").

Pere Marquette Hotel, LLC, an Illinois limited liability company, and Pere Marquette TIF, Inc., an Illinois corporation, (hereinafter, individually, a Declarant, and, collectively, the "Declarants") have entered into an Amended and Restated Redevelopment Agreement (the "Agreement") dated as of November 10, 2011 with the City of Peoria ("City"). The Agreement, among other things, provides that the Declarants shall develop, construct, own, transfer and/or operate a project as described in the Agreement (collectively, the "Project") on the Project Site, which Project will further the redevelopment of the Hospitality Improvement Zone Redevelopment Plan approved by the City on _____ (the "Plan"). The Plan was recorded with the Peoria County Recorder on _____ as Document No. _____. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarants hereby declare that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Declarants for themselves and their successors and assigns, covenant and agree that the Project Site and the Project shall be subject to the Agreement and the terms, covenants, building and use restrictions, and conditions of the Plan.

2. The Declarants for themselves and their successors and assigns covenant and agree that the Declarants shall not discriminate in violation of all applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part hereof.

3. The Declarants for themselves and their successors and assigns covenant and agree that they will maintain the Project in good condition (reasonable wear and tear excepted) during the term of the Agreement. The Declarants shall operate the Hotels in a professional manner that meets Franchisor Requirements, including the establishment and funding of a reserve for the replacement of FF&E that equals or exceeds industry standards for hotels of this type if required by the Franchisor, and will do all things reasonably necessary to operate the Hotels in substantial compliance with Applicable Law. Notwithstanding anything to the contrary contained herein, such maintenance and operation shall be undertaken in accordance with the Historic Approvals.

4. The Declarants for themselves and their successors and assigns covenant and agree that they will not appeal any property tax assessment with respect to the Project Site and the Project.

GENERAL PROVISIONS

5. It is intended and agreed that the covenants provided in Section 1 and Section 4 of this Declaration shall remain in effect until termination of the Plan; that the covenants provided in Section 2 of this Declaration shall remain effective without any time limitation; that the covenants provided in Section 3 of this Declaration shall remain effective during the term of the Agreement; provided, that all such covenants shall be binding on the Declarants (and successors and assigns) only for such period as either Declarant (and successors and assigns) maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 4 shall be effective upon the happening of the events described in this Section 5 without any further action by either Declarants or the City and without the recording of any release or other document.

6. Subject to Section 5 above, it is intended and agreed that the covenants set forth in Sections 1 through 4 above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 of this Declaration, the City, the State of Illinois, and the United States of America.

7. Subject to Section 5 above, it is also intended and agreed that the foregoing covenants set forth in Sections 1 through 4 of this Declaration shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America.

8. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

9. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

10. This Declaration may be amended only by duly recording an instrument executed by the City and the Declarants or their successors and assigns.

11. Terms in this Declaration which are capitalized but not defined shall have the same meaning as set forth in the Agreement.

12. This Declaration may be executed in counterparts, each of which shall be deemed an original, all of which shall constituted one document.

ACKNOWLEDGEMENT, ASSUMPTION AND SUBORDINATION OF TENANTS

13. It is anticipated that various affiliates of the Declarants from time to time, including Pere Marquette Historic, LLC, an Illinois limited liability company, Pere Marquette Courtyard, LLC, an Illinois limited liability company, Pere Marquette Garage, LLC, an Illinois limited liability company, and Pere Marquette Garage MT, LLC, an Illinois limited liability company, (collectively, the "Tenants") shall lease or sublease portions of the Project Site (such leases and subleases, as amended from time to time, are hereinafter referred to, individually, as a “Lease” and, collectively, as the "Leases"). In connection with the Leases, the Tenants hereby acknowledge and agree as follows:

(a) Each Tenant for itself and its successors and assigns assumes and agrees to perform the obligations of the Redeveloper under the Agreement with respect to the premises covered by such Tenant's Lease; provided, however, that prior to the date that such Tenant takes possession of the premises covered by its Lease, the obligations of the Redeveloper under the Agreement may be asserted only against Tenant's interest in the premises covered by such Lease and not personally against such Tenant.

(b) Acknowledgement. Each Tenant for itself and its successors and assigns acknowledges and agrees to comply with the provisions of the foregoing Declaration to the extent of each Tenant's respective interest in the Project and the Project Site.

Executed as of the Financing Closing Date on the dates set forth in the signature pages below.

[Signature Pages to Follow]

312-63.d1

PERE MARQUETTE HOTEL, LLC

By: GEM Hospitality, LLC, its Manager

By: EM Properties, Ltd, its Manager

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of EM Properties, Ltd., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation, as Manager of GEM Hospitality, LLC, Manager of Pere Marquette Hotel, LLC, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

PERE MARQUETTE TIF, Inc.

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of Pere Marquette TIF, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

PERE MARQUETTE COURTYARD, LLC

By: GEM Hospitality, LLC, its Manager

By: EM Properties, Ltd, its Manager

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of EM Properties, Ltd., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation, as Manager of GEM Hospitality, LLC, Manager of Pere Marquette Courtyard, LLC, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

PERE MARQUETTE GARAGE, LLC

By: GEM Hospitality, LLC, its Manager

By: EM Properties, Ltd, its Manager

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of EM Properties, Ltd., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation, as Manager of GEM Hospitality, LLC, Manager of Pere Marquette Garage, LLC, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

PERE MARQUETTE GARAGE MT, LLC

By: GEM Hospitality, LLC, its Manager

By: EM Properties, Ltd, its Manager

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of EM Properties, Ltd., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation, as Manager of GEM Hospitality, LLC, Manager of Pere Marquette Garage MT, LLC, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

PERE MARQUETTE HISTORIC, LLC

By: GEM Hospitality, LLC, its Manager

By: EM Properties, Ltd, its Manager

By: _____
Gary E. Matthews
President

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary E. Matthews, personally known to me to be the President of EM Properties, Ltd., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation, as Manager of GEM Hospitality, LLC, Manager of Pere Marquette Historic, LLC, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

_____
Notary Public

EXHIBIT A

Owned Real Estate

TRACT 1: PIN: 18-09-206-015 (part)
ADDRESS: 501 Main Street, Peoria, IL

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 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 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 FEET TO THE PLACE OF BEGINNING; SITUATED IN PEORIA COUNTY, ILLINOIS.

TRACT 2: PIN: 18-09-206-016
ADDRESS: 128 SW Monroe Street, Peoria, IL

LOTS 3, 4, AND 5 IN BLOCK 17 IN 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.

TRACT 3: PIN: 18-09-206-010
ADDRESS: 537-539 Main Street, Peoria, IL

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 SOUTH EASTERLY 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.

TRACT 4: PIN: 18-09-206-011
ADDRESS: 533 Main Street, Peoria, IL

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.

TRACT 5: PIN: 18-09-206-012
ADDRESS: 531 Main Street, Peoria, IL

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.

TRACT 6: PIN: 18-09-206-013
ADDRESS: 527-529 Main Street, Peoria, IL

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.

TRACT 7: PIN: 18-09-206-014
ADDRESS: 519 Main Street, Peoria, IL

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.

Leased Real Estate

PARCEL 3: PIN: 18-09-206-015 (part)
ADDRESS: 501 Main Street, Peoria, IL

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.