Prepared by and after recording, return to: DLA Piper LLP (US) 203 North LaSalle Street Suite 1900 Chicago, Illinois 60601 Attn: Alison M. Mitchell



Doc#: 1006739025 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 03/08/2010 09:44 AM Pg: 1 of 14

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RESERVE AGREEMENT AND MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS

THIS RESERVE AGREEMENT AND MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is made as of the 44th day of March, 2010, by and among SMIII 150/200 WARTINGALE ROAD, LLC, a Delaware limited liability company ("Borrower") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Leal'er").

RECITALS

- A. Lender made a loan to Borrower (the "Loga") in the original stated principal amount of up to Forty Six Million Three Hundred Fifteer Thousand and no/100 Dollars (\$46,315,000.00). The Loan is evidenced by a Note dated as of September 13, 2005 (the "Note") executed by Borrower made payable to Lender in the original amount of the Loan.
- B. The Loan is secured by (i) a Mortgage and Security Agreement and Fixture Filing with Assignment of Leases and Rents (the "Mortgage") dated as of Screember 13, 2005, executed by Borrower for the benefit of Lender and recorded on September 14, 2005, with the Recorder of Cook County, Illinois as Document No. 0525710115, which Mortgage encumbers the real property legally described on attached Exhibit A (the "Premises"); (ii) an Environmental Indemnity Agreement dated September 13, 2005 executed by Borrower in favor of Lender ("Environmental Indemnity"); and (iii) certain other loan documents (the Note, Mortgage, Environmental Indemnity and the other documents evidencing securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").
- C. Lender is in possession of \$396,642.33 which constitutes a portion of the contraction fee concerning the space New Day Financial is now occupying. In addition, in consideration for Lender consenting to a modification of the subject lease, Borrower is to forward to Lender the \$3,418,450.00 termination fee due April 1, 2010 from the reduction in

space for Signature Financial Marketing Inc. The total of these two fees is \$3,815,092.33 and will be collectively known as the "Termination Fee".

- D. Borrower has requested that Lender permit Borrower to utilize a portion of the Termination Fee for tenant improvements and leasing commissions and Lender has agreed to permit such use of the Termination Fee subject to the terms and conditions herein provided.
- NOW, THEREFORE, in consideration of the Recitals set forth above, the agreements by Lender to modify the Loan Documents, as provided herein, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:
- 1. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. <u>Deticitions</u>. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Mortgage.
- 3. <u>Outstanding Principal Balance</u>. On even date herewith, the outstanding principal balance of the Loan is \$46,315,000.00.
- 4. <u>Tax Deposits</u>. The parties of Section 2.07 commencing with "Notwithstanding the foregoing, Lender agrees . . ." through the end of Section 2.07 is hereby deleted as it pertains to Impositions (but not insurance premiums). Accordingly, Borrower's obligation to make monthly deposits for Impositions is hereby reinstated. Therefore, commencing on March 1, 2010 and continuing until the Indebtedness is repaid in full, Borrower shall make monthly deposits for Impositions in accordance with Section 2.07 of the Mortgage (exclusive of the portion of said Section suspending such obligation as hereinabove deleted).

5. <u>Termination Fee/Qualifying Expenditures.</u>

- (a) Borrower has and will deposit or cause to or deposited with Lender the Termination Fee, which is equal to \$3,815,092.33 (the "Deposit"). The Deposit shall be held by Lender without interest to Borrower, may be commingled with other deposits from Lender and shall be disbursed or applied by Lender as provided in this Section 5.
- Borrower to pay or be reimbursed for the cost of tenant improvements and leasing commissions related to the Premises leased to FDIC and to the Premises which had been leased to New Day Financial (collectively, "Qualifying Expenditures") and otherwise in accordance with and subject to the terms and conditions of this Section 5. Borrower hereby agrees to utilize all of the Deposit so disbursed to Borrower to pay or to reimburse itself for the cost of Qualifying Expenditures only. Lender may conduct or cause its engineers to conduct an audit, inspection, or review of the Premises, at Borrower's sole cost, not to exceed \$1,000 for each draw Request (as defined below), to confirm that all improvements to the Premises have been completed to the reasonable satisfaction of Lender and that such withdrawals have been used only for Qualifying Expenditures.

- (c) Lender shall, upon written request from Borrower (the "Request") and within five (5) Business Days after satisfaction of the terms, conditions and requirements set forth in this Agreement, disburse to Borrower the Deposit necessary to enable Borrower to pay or be reimbursed for the actual costs of any Qualifying Expenditures. Lender, at its option, may issue joint checks payable to Borrower and the supplier, materialman, mechanic, subcontractor or other party to whom payment is due in connection with any Qualifying Expenditure.
- (d) Each Request for a disbursement of the Deposit shall include to the extent applicable:
 - (i) the Qualifying Expenditures for which such disbursement is requested and evidence, satisfactory to Lender in its reasonable judgment, that the Qualifying Expenditures for which payment has been sought have been completed;
 - (ii) if required by Lender, in Lender's reasonable discretion, the quantity and price of each Qualifying Expenditure for which such disbursement is requested;
 - (iii) if required by Lender, in Lender's reasonable discretion, the cost of all contracted labor or other services applicable to each of the Qualifying Expenditures set forth in the Request;
 - (iv) copies of invoices for all items or materials purchased and all contracted labor or services applicable to each of the Qualifying Expenditures set forth in the Request;
 - (v) payment and release of lien; for work performed and materials supplied applicable to each of the Quairfying Expenditures for which disbursements of the Deposit have been made during the 30-day period prior to the Request. Any such acknowledgment and release shall conform to the requirements of applicable law and shall cover all work performed and materials supplied (including equipment and fixtures) for the Premises cy that contractor, subcontractor, materialman or other party through the date covered by the current Request; and
 - (vi) any other information reasonably required by Lender.
- (e) Borrower shall not make a request for disbursement of the Deposit more frequently than once in any calendar month except that Borrower shall be entitled to make two (2) requests for disbursement of the Deposit in the month of June, 2010.
- (f) Borrower shall not make a request for withdrawal in an amount less than \$50,000, except for the final disbursement.
- (g) Each disbursement of the Deposit shall also be subject to satisfaction of each of the following, as determined by Lender in its sole discretion:

- (i) At the time of the Request through the disbursement there shall exist no breach of the terms of this Agreement, no Event of Default or no event with which the giving of notice or the passage of time, or both, would constitute an Event of Default.
- (ii) At Lender's request but no more often than once in any sixty (60) day period, Borrower shall have caused the title company ("Title Company") that issued the policy of title insurance insuring the lien of the Mortgage ("Title Policy") to issue and deliver to Lender an endorsement to the Title Policy dated as of the disbursement insuring that there are no title exceptions except for the exceptions set forth in the Title Policy and real estate taxes not yet due or payable.
- (h) Disbursements of the Deposit shall be made to pay leasing commissions only if such commissions are market rate or otherwise in accordance with all written leasing commission agreements approved in writing by Lender.
- (i) Disbursements of the Deposit for tenant improvements shall be made only if there is no default, after expiration of any notice or cure period, under the lease for which the disbursement of the Deposit is requested.
- (j) Borrower shall furnish to Lender upon completion of the tenant improvements for a particular decrised premises with (A) if applicable, a true and correct copy of the final and unconditional certificate of occupancy for the space under said lease, issued without restriction by the appropriate governmental authority having jurisdiction over the Premises; and (B) rinal original lien waivers executed by each contractor, subcontractor and materialmen supplying labor or materials for the tenant improvements.
- (k) Borrower covenants and agrees that any repairs and all materials, equipment, fixtures, or any other item comprising a part of any Qualifying Expenditure shall be constructed, installed or completed, as applicable, free and clear of all mechanic's, materialman's or other liens (unless such mechanic's or materialman's lien is promptly contested in good faith by Borrower and is bonded off in accordance with the terms of Section 2.11 of the Mortgage).
- (1) All work done pursuant to this Section 5 shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Premises and applicable insurance requirements including, without limitation, applicable building codes, special use permits, environmental regulations, and requirements of insurance underwriters. Borrower shall pay all applicable fees and charges of such authorities.
- (m) Notwithstanding anything herein to the contrary, Borrower shall only have the right to use \$2,100,092.33 of the Deposit toward the Qualifying Expenditures. The remaining portion of the Deposit (the "Remaining Portion") (i.e., \$1,715,000) shall, on July 1, 2010, be applied by Lender to the outstanding principal balance of the Loan. Borrower acknowledges that but for Lender's agreement to accommodate Borrower's

request to delay the prepayment of the Loan until July 1, 2010 in order that Borrower avoid the Prepayment Premium (as defined in the Note), Lender would have required the aforementioned prepayment on even date herewith. In addition to applying the Remaining Portion to the outstanding principal balance in accordance with the aforesaid, on July 1, 2010, Lender shall apply to the outstanding principal balance of the Loan any of the Deposit in Lender's possession which had not previously been applied to Qualifying Expenditures (less any amount for which a Request had been made prior to July 1, 2010).

Borrower hereby pledges, assigns, mortgages and conveys to Lender, and (n) grants a security interest in, the Deposit, from time to time, as additional security for the payment of the Loan. This Agreement is intended to be a security agreement between Borrover and Lender. Borrower hereby represents to Lender that Borrower has the unrestricted right to pledge and grant the aforesaid security interest to Lender and has granted to Lender a valid and perfected first priority interest in the Deposit free of all liens, encumbrances and adverse claims. Borrower shall not further pledge, assign or grant any security interest in the Deposit or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any UCC-1 financing statements (except those naming Lender as the secured party) to be filed with respect thereto. Borrower hereby waives any claim of ownership in, or control of the Deposit, and acknowledges that Lender has control of the Deposit within the meaning of the Uniform Commercial Code of the State of Illinois (the "UCC"). Subject to the terms of this Section 5, the Deposit shall be under the sole possession dominion and control of Lender and except as provided in this Agreement to the contrary, neither Borrower nor any other person claiming through or under Borrower shall nave any control over, the use of, or any right to withdraw the Deposit.

(o) After an Event of Default:

- (i) Borrower shall immediately lose all of its rights to receive disbursements of the Deposit unless and until the Event of Default is no longer continuing or all amounts secured by the Mortgage have been paid in full and the lien of the Mortgage has been released or assigned by Lende.
- (ii) Lender shall have with respect to the Deposit, in addition to the rights and remedies herein set forth, all of the rights and remedies available to a secured party under the UCC, as if such rights and remedies were fully set forth herein.
- (iii) Lender may in its sole and absolute discretion, use the Deposit (or any portion thereof) for (i) repayment of any Indebtedness (in any order that Lender elects in its sole discretion), including, without limitation, principal prepayments and the Prepayment Premium applicable to such full or partial prepayment (as applicable); provided, however, that such application of funds shall not cure or be deemed to cure any Event of Default; (ii) reimbursement of Lender for all losses and expenses (including, without limitation, reasonable legal fees and disbursements) suffered or incurred by Lender as a result of such Event

of Default; (iii) completion or payment by Lender (or at Lender's direction) of any of the Qualifying Expenditures; or (iv) payment of any amount expended in exercising all rights and remedies available to Lender at law or in equity or under this Agreement or under the Note, the Mortgage or any of the other Loan Documents.

- (p) Nothing contained in this Agreement shall in any manner whatsoever alter, impair or affect the obligations of Borrower, or relieve Borrower of any of its obligations to make payments and perform all of its other obligations required under the Note, the Mortgage or the other Loan Documents.
- (q) Borrower agrees to indemnify Lender and to hold Lender harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs and expenses (including litigation costs and reasonable attorneys' fees and expenses) arising from or in any way connected with the holding, disbursement or investment of the Deposit other than with respect to Lender's gross negligence or willful misconduct.
- 6. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) There is currently co Event of Default under the Note, the Mortgage or the other Loan Documents and Borrover does not have knowledge of any event or circumstance which with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.
 - (b) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, the Loan Documents continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by bankruptcy, insolvercy, other debtor relief laws and general principles of equity.
 - (c) There has been no material adverse change in the timestial condition of Borrower from the date of the most recent financial statement received by Lender.
 - (d) As of the date hereof, Borrower has no claims, counterclaims, defenses or set-offs with respect to the Loan or the Loan Documents as modified herein.
 - (e) Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement by Borrower and the performance by Borrower of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

- Loan Fees and Expenses. As a condition precedent to Lender's agreement to enter into this Agreement, Borrower has paid to Lender a servicing fee in an amount equal to \$5,000 and hereby agrees to pay, promptly upon request therefor, all reasonable out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees and reasonable attorney's fees and expenses.
- Release of Claims. Borrower and any other obligors, on behalf of themselves 8. and their respective successors and assigns (collectively and individually, "Borrower Parties"), hereby fully, finally and completely RELEASE AND FOREVER DISCHARGE Lender and its successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, servicers, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, "Lender Parties"), of and from any and all claims, concreversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of acuen of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which Borrower Parties have as of the date of this Agreement or may claim to have against Lender Parties arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before tie date of this Agreement, including any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Tender Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of Lender Parties with respect to all claims, demands, actions, causes of action and other matters described therein, including specificality, without limitation, any claims, demands or causes of action based upon allegations of breach of fiduciary duty, breach of any alleged duty of fair dealing in good faith, economic coercion, usury or any other theory, cause of action, occurrence, matter or thing which might result in liability upon Lender Parties arising or occurring on or before the date of this Agreement. Borrower larties understand and agree that the foregoing general release is in consideration for such release. the foregoing general release is in consideration for the agreements of Lender contained herein

- A default hereunder shall be deemed to be an "Fve.u of Default" hereunder if such default has not been cured within five (5) Business Days after Lender notifies Borrower in writing that such a default exists and accordingly, any such Event of Default shall be an Event of Default under Section 4.01(c) of the Mortgage entitling Lender to all of the remedies afforded Lender in Section 4.02 of the Mortgage.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principles.
- This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially to the preparation of this Agreement, and Borrower and Lender each acknowledge and waive any claim contesting the existence and adequacy of the consideration given by the

other in entering into this Agreement. Each of the parties to this Agreement represent that is has been advised by its respective counsel of the legal and practical effect of this Agreement and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. Borrower and Lender hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

- (d) The execution of this Agreement by Lender shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.
- Borrower and Lender acknowledge that there are no other understandings, agreements of representations, either oral or written, express or implied, with respect to the Loan that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender with respect to the Loan; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unacodified and in full force and effect.
- (f) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (g) Any references to the Note the Mortgage or the Loan Documents, contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. This Agreement shall be deemed a "Loan Document" and accordingly, the definition of the term "Loan Documents" appearing in the Loan Documents is hereby arrended to include, in addition to the documents already covered thereby, this Agreement. The paragraph and section heading used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (h) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (i) Time is of the essence of each of Borrower's obligations under this Agreement.
- (j) All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents, and, nothing herein contained and nothing done pursuant hereto shall affect the lien, charge or encumbrance of the Mortgage or the priority thereof with respect to other liens, charges, encumbrances

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or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.

[signature page to follow]

Property of Cook County Clark's Office

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

BORROWER:

SMIII 150/200 MARTINGALE ROAD, LLC, a Delaware limited liability company

Cornerstone Real Estate Advisers LLC, its

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

BORROWER:

SMIII 150/200 MARTINGALE ROAD, LLC, a Delaware limited liability company

By:

Name: Charles J. Schreiber, Jr.

Title: Manager

LENDER:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

Cornerstone Real Estate Advisers LLC, its

Authorized Agent

Clart's Office

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BORROWER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA) COUNTY OF Orange)
On March, 2010, before me, K. Godin Notary Public, personally appeared Charles J. Schreiber, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is to us and correct
WITNESS my hand and official seal. K. GODIN Commission # 1852391 Notary Public - California Orange County My Comm. Expires Jun 5, 2013
My Comm. Expires Jun 5, 2013

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LENDER'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF HAMPDEN)
I, About A Bout a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Down A Massachusetts Down of Cornerstone Company, a Massachusetts corporation, personally known to me to be the same person whose name is jut scribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation and as his/her own free and voluntary act, for the uses and purposes set forth therein.
GIVEN under my hand and notarial seal this day of March, 2010.
Opy a bours Notary Public
My Commission expires:
APRYL A BOVINO Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires My Commission Expires March 07, 2014

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN WOODFIELD CORPORATE CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND 4 IN PRUDENTIAL'S RESUBDIVISION OF LOT 4 IN WOODFIELD CORPORATE CENTER, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2

TOGETHEP WITH THOSE EASEMENT RIGHTS FOR USE OF THE COMMON AREAS AND THE STORM WATER DETECTION FACILITY APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY AND SUBJECT TO THE BURDENS SOT FORTH IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FOR WOODFIELD COLORATE CENTER RECORDED OCTOBER 4, 1978 AS DOCUMENT NO. 24 657 502 WITH THE RECORDER OF DELOG OF COOK COUNTY, ILLINOIS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR WOODFIELD CORPORATE CENTER RECORDED MAY 22, 1998 AS D. CUMENT NO. 98429887 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS AMENCED BY THE CERTAIN DECLARATION OF EASEMENT AND SECOND AMENDMENT TO DECLARATION OF TRO TECTIVE COVENANTS FOR WOODFIELD CORPORATE CENTER RECORDED MAY 22, 1998 AS DOCU, TENT NO. 98429888 WITH THE RECORDER OF DEEDS OF COOK

PARCEL 3:

TOGETHER WITH THOSE EASEMENT RIGHTS FOR THE USE OF THE ACCESS EASEMENT AND PARKING EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PROPERTY AND SUBJECT TO THE BURDENS SET FORTH IN THAT CERTAIN DECLARATION OF RECIPROCAL PARKING AND ACCESS EASEMENT FOR 150/200 AND 300 WOODFIELD CORPORATE CENTER DATED SEPTEMBER 13, 20% BY SMIII 150/200 MARTINGALE ROAD, LLC AND WOODFIELD REALTY HOLDING COMPANY, LLC TO BE RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS PRIOR TO THIS MORTGAGE.

Permanent Index No.: 07-24-201-017

Address:

150 & 200 Martingale Road

Schaumburg, Illinois