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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Malecki & Tasch, LLC
903 Commerce Drive, Suite 160
Oak Brook, Illinois 60523

Attn: Deborah L. Bilotti, Esq.



Doc#: 1218446007 Fee: \$66.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/02/2012 09:05 AM Pg: 1 of 14

This space reserved for Recorder's use only

14

MODIFICATION AGREEMENT

This Modification Agreement ("Agreement") is made as of May 1, 2012 (the "Effective Date"), by The Corridor I, LLC, an Illinois limited liability company ("Borrower"), Dennis E. Claussen, an individual, Bonita J. Claussen, an individual (collectively, jointly and severally, "Guarantor") and Bank of America, N.A., a national banking association as successor-in-interest to LaSalle Bank National Association ("Lender").

Factual Background

WHEREAS, Lender is the owner and holder of that certain Second Amended and Restated Promissory Note dated November 1, 2006 executed and delivered by the Borrower and payable to the Lender in the original principal amount of \$525,487.40 (as renewed, extended, replaced, supplemented, amended, restated or otherwise modified from time to time, the "Note"), which Note evidences the Borrower's obligations to the Lender in connection with a loan in the original principal amount of \$525,487.40 (the "Loan");

WHEREAS, pursuant to the terms of the Note, the Loan matured on May 1, 2012;

WHEREAS, the Borrower's obligations under the Note are secured by, among other things, that certain Mortgage and Security Agreement dated June 12, 2000 from the Borrower to Lender, recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 00441046 (as amended, supplemented, replaced, restated, renewed, extended or otherwise modified from time to time, the "Mortgage"), covering certain real property and improvements thereon, more particularly described therein (the "Property");

WHEREAS, the Borrower's obligations under the Note and other Loan Documents (hereinafter defined) are guaranteed by the Guarantor pursuant to that certain Guaranty of Payment dated June 12, 2000 (whether one or more, and as amended, extended, replaced, supplemented, restated, renewed or otherwise modified from time to time, the "Guaranty");

WHEREAS, the Borrower's obligations under the Note and the other Loan Documents are hereinafter collectively referred to as the "Obligations"; the Note, the Mortgage, the Guaranty, this Agreement, and all other documents previously, now or hereafter executed and delivered to evidence, secure, guarantee, or in connection with, the Loan, as the same may from time to time be renewed, extended, replaced, amended, supplemented, restated or otherwise modified, are hereinafter collectively referred to as the "Loan Documents"; and all liens, security interests,

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assignments, superior titles, rights, remedies, powers, equities and priorities securing the Note or providing recourse to Lender with respect thereto are hereinafter collectively called the "Liens"; and

WHEREAS, Borrower and Lender now wish to, among other things, extend the Maturity Date of the Loan, as set forth below. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Loan Documents.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, Guarantor, and the Lender now agree as follows.

1. Modification of Loan Documents. The Loan Documents are hereby amended as follows:

- (a) Extended Maturity Date. The Maturity Date of the Loan is extended from May 1, 2012 to September 1, 2012. All sums owing on the Loan, including all outstanding principal accrued and unpaid interest, outstanding late charges, unpaid fees, and all other amounts outstanding under the Note and the other Loan Documents, shall be due and payable no later than this extended Maturity Date.
- (b) Interest Rate. The Loan bears interest at a fluctuating rate of interest per annum equal to the BBA LIBOR Daily Floating Rate for that day plus three hundred fifty (350) basis points per annum (the "Floating Rate"). The "BBA LIBOR Daily Floating Rate" shall mean a fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Lender from time to time) as determined for each Business Day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in Lender's sole and absolute discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.
- (c) Alternative Rates. Lender may notify Borrower if the BBA LIBOR Daily Floating Rate is not available for any reason, or if Lender determines that no adequate basis exists for determining the BBA LIBOR Daily Floating Rate, or that the Floating Rate will not adequately and fairly reflect the cost to Lender of funding the Loan, or that any applicable Law or regulation or compliance therewith by Lender prohibits or restricts or makes impossible the charging of interest based on the BBA LIBOR Daily Floating Rate. If Lender so notifies Borrower, then interest shall accrue and be payable on the unpaid principal balance of the Note at a fluctuating rate of interest equal to the Prime Rate of Lender plus seventy-five (75) basis points per annum, from the date of such

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notification by Lender until Lender notifies Borrower that the circumstances giving rise to such suspension no longer exist, or until the Maturity Date [conform to defined term] of the Note (whether by acceleration, declaration, extension or otherwise), whichever is earlier to occur.

- (d) Loan Amount. The amount of the Loan is hereby revised to be Four Hundred Fifty-Three Thousand Eight Hundred Seventy-One and 40/100 Dollars (\$453,871.40).
- (e) Secured Obligations. The Mortgage shall continue to secure payment and performance by Borrower of all obligations under the Note, this Agreement, the Loan Agreement and the other Loan Documents, in addition to all other Obligations. Notwithstanding the foregoing, certain obligations continue to be excluded from the secured Obligations, as provided in the Mortgage.

2. Condition Precedent. This Agreement shall become effective as of the Effective Date, so long as all of the following conditions precedent have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole and absolute judgment:

- (a) Lender shall have received fully executed and, where appropriate, acknowledged originals of this Agreement and any other documents which Lender may require or request in accordance with this Agreement or the other Loan Documents.
- (b) Lender shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, charges for title insurance (including endorsements), recording, filing and escrow charges, fees for appraisal, architectural and engineering review, construction services and environmental services, mortgage taxes, and legal fees and expenses of Lender's counsel, including the allocated costs for services of in-house counsel. Such costs and expenses may include the allocated costs for services of Lender's in-house appraisal and/or environmental services staffs.

3. Borrower's Representations and Warranties. Borrower hereby unconditionally ratifies and confirms, renews and reaffirms to Lender all of the representations and warranties set forth in the Loan Documents and further represents and warrants that: (a) the recitals set forth above in the Factual Background are true, accurate and correct; (b) Borrower is the sole legal and beneficial owner of the Property; (c) the execution and delivery of this Agreement do not contravene, result in a breach of, or constitute a default under, any mortgage, deed of trust or similar security instrument, loan agreement, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule, regulation or restriction to which Borrower or the Property is subject; (d) this Agreement constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms; (e) the execution and delivery of, and performance under, this Agreement are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action, and is not in contravention of any law, or of Borrower's Articles of Organization or

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operating agreement, or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (f) there exists no default under the Note or any other Loan Document; other than failure to pay at the original maturity date; and (g) there are no offsets, claims, counterclaims, cross-claims or defenses with respect to the Loan. Borrower further represents and warrants that, except as previously disclosed in writing to Lender, there is no suit, judicial or administrative action, claim, investigation, inquiry, proceeding or demand pending (or, to Borrower's knowledge, threatened) (i) against Borrower, Guarantor, or any other person liable directly or indirectly for the Loan, or (ii) which affects the Property or Borrower's title to the Property, or (iii) which affects the validity, enforceability or priority of any of the Loan Documents.

4. Borrowing Entity. Borrower is a limited liability company, incorporated or organized under the laws of the State of Illinois. Borrower is and will continue to be (a) duly organized, validly existing and in good standing under the laws of its state of organization, (b) authorized to do business and in good standing in each state in which the Property is located, and (c) possessed of all requisite power and authority to carry on its business and to own and operate the Property. There have been no changes in the organization, composition, ownership structure or formation documents of Borrower since the inception of the Loan. Borrower will not cause or permit any change to be made in its name, identity (including its trade name or names), or corporate, partnership or limited liability structure unless Borrower shall have notified Lender in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Lender for the purpose of further perfecting or protecting the lien and security interest of Lender in the Property. In addition, Borrower shall not change its corporate, partnership or limited liability structure without first obtaining the prior written consent of Lender. Borrower's principal place of business and chief executive office, and the place where Borrower keeps its books and records, including recorded data of any kind or nature, regardless of the medium of recording, including software, writings, plans, specifications and schematics concerning the Property, will continue to be Chicago, Illinois unless Borrower notifies Lender of any change in writing at least thirty (30) days prior to the date of such change. Borrower's organizational identification number, if any, assigned by the state of incorporation or organization is 45-4048965. Borrower shall promptly notify Lender of any change in its organizational identification number. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender of such organizational identification number. Borrower's exact legal name is set forth in the first paragraph of this Agreement.

5. Reaffirmation; No Impairment; No Novation. Borrower hereby unconditionally ratifies and confirms, renews and reaffirms to Lender all of its obligations under the Note, Loan Agreement, Mortgage and other Loan Documents and Borrower acknowledges and agrees that such obligations remain in full force and effect, binding and enforceable against it in accordance with the terms and conditions of the Loan Documents, as expressly modified by this Agreement, without impairment and Borrower remains unconditionally liable to Lender in accordance with the terms, covenants and conditions of the Note, Mortgage and other Loan Documents. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect. This Agreement shall not be construed as a substitution or novation of the indebtedness evidenced by the Note, which shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage, which shall remain one mortgage with one power of sale, creating a first lien

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encumbering the Property.

6. Course of Dealing. The Lender, Borrower and Guarantor hereby acknowledge and agree that at no time shall any prior or subsequent course of conduct by Borrower or Lender directly or indirectly limit, impair or otherwise adversely affect any of Lender's rights, interests or remedies in connection with the Loan and the Loan Documents or obligate Lender to agree to, or to negotiate or consider an agreement to, any waiver of any obligation or default by Borrower under any Loan Document or any amendment to any term or condition of any Loan Document.

7. Integration. The Loan Documents, including this Agreement: (a) integrate all the terms, provisions, covenants and conditions mentioned in or incidental to the Loan Documents; (b) supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the parties as the final expression of the agreement with respect to the terms, provisions, covenants and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, provisions, covenants and conditions of this Agreement and those of any other agreement or instrument, including any of the other Loan Documents, the terms, provisions, covenants and conditions of this Agreement shall prevail. This Agreement may not be modified, amended, waived, changed or terminated orally, but only by an agreement signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

8. Reaffirmation of Guaranty. Each Guarantor, by signature below as such, for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby consents to and joins in this Agreement and hereby unconditionally ratifies and confirms to Lender that all of the terms, covenants, indemnifications, guarantees and provisions of the Guaranty and any other Loan Document that Guarantor is a party to is and shall remain in full force and effect, without change, except as otherwise expressly and specifically modified by this Agreement, for the benefit of Lender. Each Guarantor acknowledges and agrees that there are no offsets, claims, counterclaims, cross-claims or defenses of the Guarantor with respect to the Guaranty and any other Loan Document that Guarantor is a party to nor, to Guarantor's knowledge, with respect to the Obligations, that the Guaranty and any other Loan Document that Guarantor is a party to is not released, diminished or impaired in any way by this Agreement or the transactions contemplated hereby, and that the Guaranty and any other Loan Document that Guarantor is a party to is hereby ratified and confirmed in all respects. Each Guarantor hereby unconditionally ratifies and confirms, renews and reaffirms all of the representations and warranties set forth in the Guaranty and any other Loan Document that Guarantor is a party to. Each Guarantor acknowledges that without this consent and reaffirmation, the Lender would not execute this Agreement or otherwise consent to its terms. Each Guarantor represents, warrants and covenants that it has the full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on its part to be observed and performed. Guarantor acknowledges and agrees that nothing contained herein shall be construed to relieve Guarantor from its obligations under the Guaranty and any other Loan Document to which it is a party.

9. Release of Claims. The Borrower and the Guarantor, for themselves and for each of their respective heirs, personal representatives, successors and assigns, hereby release and waive all claims and/or defenses they now or hereafter may have against the Lender and its successors and assigns on account of any occurrence relating to the Loan, the Loan Documents

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and/or the Property which accrued prior to the date hereof. This release and waiver shall be effective as of the date of this Agreement and shall be binding upon the Borrower and the Guarantor and each of their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. The term "Lender" as used herein shall include, but shall not be limited to, its present and former officers, directors, employees, agents and attorneys.

10. Books and Records; Financial Statements; Tax Returns. Borrower and Guarantor covenant and agree to deliver to Lender:

- (a) Financial Statements of Borrower: (i) for each fiscal year of such reporting party, as soon as reasonably practicable and in any event within ninety (90) days after the close of each fiscal year, and (ii) for each fiscal quarter of such reporting party, as soon as reasonably practicable and in any event within sixty (60) days after the close of each fiscal quarter;
- (b) Annual Financial Statements of each Guarantor, in each instance within ninety (90) days after the end of each calendar year;
- (c) Copies of filed federal income tax returns and any extensions thereof, of Borrower, and each Guarantor for each taxable year (with all forms and supporting schedules attached if an individual), within thirty (30) days after filing the same;
- (d) From time to time promptly after Lender's request, such additional information, reports and statements respecting the Property and the Improvements, or the business operations and financial condition of each reporting party, as Lender may reasonably request. Borrower will keep and maintain full and accurate books and records administered in accordance with sound accounting principles, consistently applied, showing in detail the earnings and expenses of the Property and the operation thereof. All Financial Statements shall be in form and detail satisfactory to Lender and shall contain or be attached to the signed and dated written certification of the reporting party in form specified by Lender to certify that the Financial Statements are furnished to Lender in connection with the extension of credit by Lender and constitute a true and correct statement of the reporting party's financial position. All certifications and signatures on behalf of corporations, partnerships, limited liability companies or other entities shall be by a representative of the reporting party satisfactory to Lender. All Financial Statements for a reporting party who is an individual shall be on Lender's then-current personal financial statement form or in another form satisfactory to Lender. All fiscal year-end Financial Statements of Borrower may be prepared by the reporting party. All quarterly Financial Statements may be prepared by the applicable reporting party and shall include a minimum of a balance sheet, income statement, and statement of cash flow. Borrower shall provide, upon Lender's request, convenient facilities for the audit and verification of any such statement. Additionally, Borrower will provide Lender at Borrower's expense with all evidence that Lender may from time to time reasonably request as to compliance with all provisions of the Loan Documents. Borrower shall promptly

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notify Lender of any event or condition that could reasonably be expected to have a material adverse change in the financial condition of Borrower, of Guarantor (if known by Borrower);

- (e) "Financial Statements" means (i) for each reporting party other than an individual, a balance sheet, income statement, statements of cash flow and amounts and sources of contingent liabilities, a reconciliation of changes in equity and liquidity verification, cash flow projections, real estate schedules providing details on each individual real property in the reporting party's portfolio, including, but not limited to raw land, land under development, construction in process and stabilized properties and unless Lender otherwise consents, consolidated and consolidating statements if the reporting party is a holding company or a parent of a subsidiary entity; and (ii) for each reporting party who is an individual, a balance sheet, statements of cash flow and amounts and sources of contingent liabilities, sources and uses of cash and liquidity verification, cash flow projections, real estate schedules providing details on each individual real property in the reporting party's portfolio, including, but not limited to raw land, land under development, and unless Lender otherwise consents, Financial Statements for each entity owned or jointly owned by the reporting party. For purposes of this definition and any covenant requiring the delivery of Financial Statements, each party for whom Financial Statements are required is a "reporting party" and a specified period to which the required Financial Statements relate is a "reporting period."

11. USA Patriot Act Notice. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

12. Miscellaneous. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Agreement shall be governed by the laws of the State of Illinois, without regard to the choice of law rules of that State. As used herein, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." This Agreement shall form a part of each Loan Document and all references to a given Loan Document shall mean that document as hereby modified, if applicable. This Agreement shall be binding upon and inure to the benefit of Borrower, Guarantor, Lender and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

BORROWER:

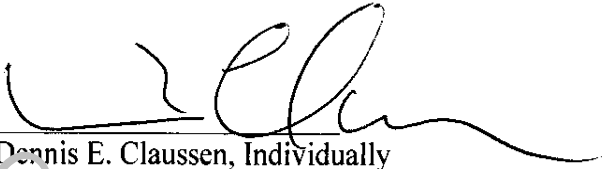
THE CORRIDOR I, LLC, an Illinois limited liability company

By: 

Name: Dennis E. Claussen

Title: Manager

GUARANTORS:


Dennis E. Claussen, Individually


Bonita J. Claussen, Individually

LENDER:

BANK OF AMERICA, N.A. successor in interest
to LaSalle Bank National Association

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

BORROWER:

CORRIDOR COMMERCIAL, LLC, an Illinois
limited liability company

By: _____
Name: Dennis E. Claussen
Title: Manager

GUARANTORS:

Dennis E. Claussen, Individually

Bonita J. Claussen, Individually

LENDER:

BANK OF AMERICA, N.A., successor in interest
to LaSalle National Bank

By: _____
Name: Christopher A. Thangaraj
Title: Vice President

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STATE OF ~~ILLINOIS~~ ^{Indiana})
COUNTY OF ~~COOK~~ ^{LaPorte}) .ss

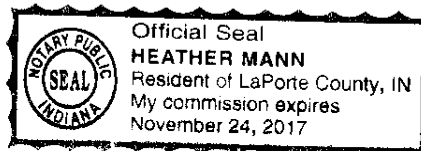
I Heather Mann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis E. Claussen, both as Manager of The Corridor I, LLC, an Illinois limited liability company, and individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of June, 2012.

Heather Mann
Notary Public

My Commission Expires: November 24, 2017

STATE OF ~~ILLINOIS~~ ^{Indiana})
COUNTY OF ~~COOK~~ ^{LaPorte}) .ss

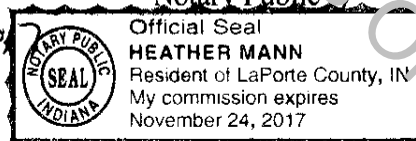


I Heather Mann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bonita J. Claussen, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of June, 2012.

Heather Mann
Notary Public

My Commission Expires: November 24, 2017



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STATE OF ILLINOIS)
).ss
 COUNTY OF COOK)

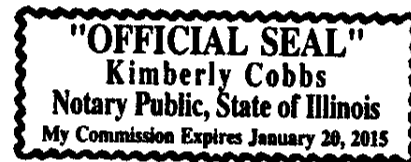
I Kimberly Cobbs, a Notary Public in and for said County, in the State
 aforesaid, DO HEREBY CERTIFY that Christopher A Thangaraj, VP of
 Bank of America, N.A., as successor in interest to LaSalle National Bank, is personally known to
 me to be the same person whose name is subscribed to the foregoing instrument, appeared before
 me this day in person and acknowledged that he signed and delivered said instrument as his own
 free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of June, 2012.

Kimberly Cobbs
 Notary Public

My Commission Expires:

January 20, 2015



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EXHIBIT A – LEGAL DESCRIPTION

UNITS C-1, C-2, AND C-3, WITH THE CORRIDOR CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 192, 193 AND 194 OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99979970, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST TO ITS COMMON ELEMENTS.

PIN: 14-32-425-135-1001

14-32-425-135-1002

14-32-425-135-1003

PROPERTY ADDRESS: 1729 N. CLYBOURN, CHICAGO, ILLINOIS 60614, COOK COUNTY, ILLINOIS

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Federal law requires Bank of America, N.A. (the "Bank") to provide the following two notices. The notices are not part of the foregoing agreement or instrument and may not be altered. Please read the notices carefully.

These notices apply only to individual Borrowers or Guarantors and individuals who are pledging collateral, granting a lien on real property or are otherwise obligated to the Bank ("Obligors"):

(1) AFFILIATE SHARING NOTICE

From time to time the Bank may share information about the Obligor's experience with Bank of America Corporation (or any successor company) and its subsidiaries and affiliated companies (the "Affiliates"), including, but not limited to, the Bank of America Companies listed in notice #2 below. The Bank may also share with the Affiliates credit-related information contained in any applications, from credit reports and information it may obtain about the Obligor from outside sources.

If the Obligor is an individual, the Obligor may instruct the Bank not to share this information with the Affiliates. The Obligor can make this election by (1) calling the Bank at 1.888.341.5000, (2) visiting the Bank online at www.bankofamerica.com, selecting "Privacy & Security," and then selecting "Set Your Privacy Preferences," or (3) contacting the Obligor's client manager or local banking center. To help the Bank complete the Obligor's request, the Obligor should include the Obligor's name, address, phone number, account number(s) and social security number.

If the Obligor makes this election, certain products or services may not be made available to the Obligor. This request will apply to information from applications, consumer reports and other outside sources only. Through the normal course of doing business, including servicing the Obligor's accounts and better serving the Obligor's financial needs, the Bank will continue to share transaction and account experience information, as well as other general information among the Affiliates.

(2) AFFILIATE MARKETING NOTICE – YOUR CHOICE TO LIMIT MARKETING

- *The Bank of America companies listed below are providing this notice #2.*
- *Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.*
- *You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history, and your credit score.*

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- *Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years.*
- *You may tell us your choice to limit marketing offers and you may tell us the choices for other customers who are joint account holders with you.*
- *This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.*
- *For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.*

To limit marketing offers, contact us at 800.282.2884

Bank of America Companies:

This notice applies to all Bank of America entities that utilize the names:

*Bank of America
Banc of America
USttrust
Merrill Lynch
LandSafe*

These entities include banks and trust companies; credit card companies; brokerage and investment companies; insurance and annuities companies; and real estate companies. In addition, this notice applies to the following Bank of America companies:

*Fleet Credit Card Services, LP
Managed Account Advisors LLC
The Princeton Retirement Group, Inc.
GPC Securities, Inc.
General Fidelity Life Insurance Company
SA Mortgage Services, LLC
KBA Mortgage, LLC
NationsCredit Financial Services Corporation
BAL Corporate Aviation, LLC
BAL Energy Holding, LLC
BAL Energy Management, LLC
BAL Investment & Advisory, Inc.
BAL Solar I, LLC
BAL Solar II, LLC
BAL Solar III, LLC
BAPCC II, LLC*