

11 of 14

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THIS DOCUMENT WAS PREPARED
(WITHOUT EXAMINATION OF TITLE) BY:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022

AFTER RECORDING RETURN TO:

OS National LLC
2170 Satellite Blvd., Suite 200
Duluth, GA 30097
Attn: Charles Chacko

FOR THE PROTECTION OF THE OWNER,
THIS RELEASE SHALL BE FILED WITH THE
COUNTY RECORDER IN WHOSE OFFICE
THE MORTGAGE OR DEED OF TRUST WAS
FILED



1736219087

Doc# 1736219087 Fee \$82.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/28/2017 03:38 PM PG: 1 OF 15

This space is for RECORDER'S USE ONLY

PARTIAL LEASE TERMINATION AGREEMENT

by and among

**SFR-DAL I LLC
SFR-ATL I LLC
SFR-SOFL I LLC
SFR-CHI I LLC
SFR-HOU I LLC**

as Lessors

**SFR-DAL OPCO I LLC
SFR-ATL OPCO I LLC
SFR-SOFL OPCO I LLC
SFR-CHI OPCO I LLC
SFR-HOU OPCO I LLC**

as Master Lessees

SFR-OPERATING PARENT CO I LLC
as Master Lessee Parent

and

SFR-ATL I LLC
as Lessor Collateral Agent

Date: December 15, 2017

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PARTIAL LEASE TERMINATION AGREEMENT

This Partial Lease Termination Agreement (this "Agreement") is made as of the th 15 day of December, 2017, by and among SFR-DAL I LLC, SFR-ATL I LLC, SFR-SOFL I LLC, SFR-CHI I LLC and SFR-HOU I LLC, each a Delaware limited liability company (each, a "Lessor" and, collectively, "Lessors"), SFR-DAL OPCO I LLC, SFR-ATL OPCO I LLC, SFR-SOFL OPCO I LLC, SFR-CHI OPCO I LLC and SFR-HOU OPCO I LLC, each a Delaware limited liability company (each, a "Master Lessee" and, collectively, "Master Lessees"), SFR-OPERATING PARENT CO I LLC, a Delaware limited liability company ("Master Lessee Parent") and SFR-ATL I LLC, a Delaware limited liability company, as collateral agent for itself and the other Lessors (in such capacity, together with its successors and assigns, "Lessor Collateral Agent").

RECITALS

WHEREAS, Lessors, Master Lessees, Master Lessee Parent and Lessor Collateral Agent entered into that certain Amended, Restated and Consolidated Master Lease Financing Facility Agreement, dated as of December 23, 2015 (the "Lease"), for the properties contained in the Lease (the "Properties"); and

WHEREAS, said Lease was memorialized in the real property records by the filing and recording of a Memorandum of Master Lease dated December 23, 2015 and recorded in the records of the Recorder of Deeds, Cook County, Illinois at Instrument/Document Number 1536457292; and

WHEREAS, Lessors and Master Lessees desire to terminate the Lease effective as of the date hereof solely with respect to certain of the Properties listed on Schedule I attached hereto (the "Terminated Properties"); and

WHEREAS, the parties desire to enter into this Agreement for the purposes of setting forth their agreements with respect to the termination of the Lease solely with respect to the Terminated Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals; Defined Terms.** The introductory paragraph and recitals set forth hereinabove are incorporated into this Agreement the same as if fully set forth hereinbelow. Capitalized terms used herein and not herein defined shall have the respective meanings given to them in the Lease.

2. **Termination of Lease.** With respect to the Terminated Properties, the Lease is hereby terminated and of no further force and effect as of the date hereof (the "Termination Date"), such that from and after the Termination Date, no party shall have any obligations pursuant to the Lease with respect to the Terminated Properties and the Lease shall no longer encumber the Terminated Properties. Lessors hereby remise, release, quit-claim, exonerate, and

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discharge unto the Master Lessees, their successors and assigns, the Terminated Properties, to hold the same, with the appurtenances, unto the Master Lessees, their successors and assigns, forever freed, exonerated and discharged of and from the lien of said Lease, and every part thereof, with respect to the Terminated Properties.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein and for the avoidance of doubt, the Lease shall not be terminated for any Properties that are not Terminated Properties, and the Lease and all obligations set forth in the Lease related to the Properties which are not Terminated Properties shall remain in full force and effect.

4. No Impairment. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination will not affect the remaining provisions of this Agreement, all of which will remain in full force and effect.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, and their respective assigns.

6. Further Assurances. Each party hereby agrees to take such further reasonable acts and provide such further reasonable documentation as shall be reasonably necessary to more fully effectuate the terms of this Agreement.

7. No Oral Modification. This Agreement may not be changed orally, but only by a writing signed by the party against whom enforcement thereof is sought.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

9. Counterparts; PDF Signature. This Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. Signatures may be obtained and transmitted by facsimile or pdf, in which case pdf or faxed signatures shall be deemed original and enforceable signatures.

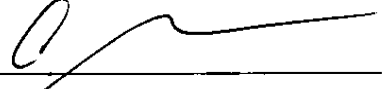
[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

LESSORS:


SFR-DAL I LLC, a Delaware limited liability company

By: _____ 

Name: Amy Boyle
Vice President

Title: _____

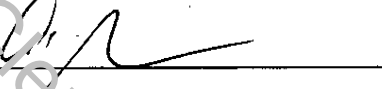
SFR-ATL I LLC, a Delaware limited liability company

By: _____ 

Name: Amy Boyle
Vice President

Title: _____

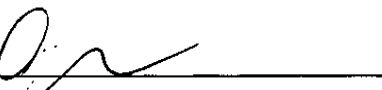
SFR-SOFL I LLC, a Delaware limited liability company

By: _____ 

Name: Amy Boyle
Vice President

Title: _____

SFR-CHI I LLC, a Delaware limited liability company

By: _____ 

Name: Amy Boyle
Vice President

Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

MASTER LESSEES:

SFR-DAL OPCO I LLC, a Delaware limited liability company

By: _____ 

Name: _____ **Amy Boyle**
Vice President

Title: _____


SFR-ATL OPCO I LLC, a Delaware limited liability company

By: _____ 

Name: _____ **Amy Boyle**
Vice President

Title: _____


SFR-SOFL OPCO I LLC, a Delaware limited liability company

By: _____ 

Name: _____ **Amy Boyle**
Vice President

Title: _____

SFR-CHI OPCO I LLC, a Delaware limited liability company

By: _____ 

Name: _____ **Amy Boyle**
Vice President

Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

LESSOR COLLATERAL AGENT:

SFR-ATL I LLC, a Delaware limited liability company

By: _____
[Signature]

Name: Amy Boyle
Vice President

Title: _____

STATE OF New York)

) ss:

COUNTY OF New York)

I, Shpres Ndoci a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Amy Boyle 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 as such officer, he/she signed and delivered the said instrument, pursuant to authority given by said national association, as his/her free and voluntary act, and as the free and voluntary act of said national association, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 7 day of December, 2017.

[Signature]
Notary Public

My Commission Expires:

May 2, 2020
[NOTARIAL SEAL]

Shpres Ndoci
Notary Public, State of New York
No. 01ND6341240
Qualified in New York County
Commission Expires May 2, 2020

[Signatures end here]

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SCHEDULE I

TERMINATED PROPERTIES

[See attached]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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COUNTY	FILE NUMBER	ADDRESS	CITY	STATE	ZIP	COUNTY
1	C0032	529 EAST 166TH PLACE	SOUTH HOLLAND	IL	60473	COOK
2	C0058	15 WEST 155TH PLACE	SOUTH HOLLAND	IL	60473	COOK
3	C0101	15413 CHERRY STREET	SOUTH HOLLAND	IL	60473	COOK
5	C0146	1325 EAST 168TH PLACE	SOUTH HOLLAND	IL	60473	COOK
6	C0165	746 EAST 157TH STREET	SOUTH HOLLAND	IL	60473	COOK
7	C0110	15637 ORCHID DRIVE	SOUTH HOLLAND	IL	60473	COOK
8	C0140	112 EAST 160TH PLACE	SOUTH HOLLAND	IL	60473	COOK
9	C0019	15612 WOODLAWN E AVENUE	SOUTH HOLLAND	IL	60473	COOK
10	C0057	1238 EAST 166TH STREET	SOUTH HOLLAND	IL	60473	COOK

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UNOFFICIAL COPY**EXHIBIT A-1**

STREET ADDRESS: 529 EAST 166TH PLACE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0032
 TAX PARCEL ID/APN: 29-22-403-006-0000

LOT 15 IN HOLLAND TERRACE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 16, 1961, AS DOCUMENT NO. 2008368.

EXHIBIT A-2

STREET ADDRESS: 15 WEST 155TH PLACE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0058
 TAX PARCEL ID/APN: 29-16-205-065-0000

LOT 2 IN SOUTHAVEN PARK, BEING A RESUBDIVISION OF LOT 5 (EXCEPT THE NORTH 130 FEET OF THE EAST 195 FEET) IN SCHAAPS HEIRS DIVISION, BEING A PART OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF PART OF SECTIONS 9, 10, 15 AND LOT 1 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-3

STREET ADDRESS: 15413 CHERRY STREET, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0101
 TAX PARCEL ID/APN: 29-15-207-005-0000

LOT 93 IN FIRST ADDITION TO PARK TERRACE SUBDIVISION IN SECTIONS 10 AND 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1955 AS DOCUMENT 16198797, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**EXHIBIT A-4**

STREET ADDRESS: 16061 PRAIRIE AVENUE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0111
 TAX PARCEL ID/APN: 29-15-310-012-0000

LOT FORTY ONE (41) IN DE BOER'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 14, 1965, AS DOCUMENT NUMBER 2246938, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-5

STREET ADDRESS: 1325 EAST 168TH PLACE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0146
 TAX PARCEL ID/APN: 29-23-404-010-0000

LOT 16 IN LESLIE C. BARNARD'S NANCY ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 29, 1966 AS DOCUMENT 2263015, AND SURVEYORS CERTIFICATE OF CORRECTION REGISTERED ON APRIL 6, 1966 AS DOCUMENT 2264684.

EXHIBIT A-6

STREET ADDRESS: 746 EAST 157TH STREET, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0165
 TAX PARCEL ID/APN: 29-15-218-016-0000

LOT 74 IN MUTUAL BUILDERS SUBDIVISION, BEING A RESUBDIVISION OF LOT 7 IN VAN VURRENS SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-7

STREET ADDRESS: 15637 ORCHID DRIVE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0110
 TAX PARCEL ID/APN: 29-15-213-002-0000

LOT 175 IN CHAPMAN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 28, 1954 AS DOCUMENT 1549862.

EXHIBIT A-8

STREET ADDRESS: 112 EAST 150TH PLACE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0140
 TAX PARCEL ID/APN: 29-15-302-022-0000

LOT 1 IN DE BOER'S SUBDIVISION, A RESUBDIVISION OF PART OF LOT 5 AND ALL OF LOTS 7 TO 10 IN HENRY DE YOUNG'S RESUBDIVISION OF LOTS 35 AND 38 IN COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTHWEST 1/4 OF SECTION 15, ALSO LOT 19 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-9

STREET ADDRESS: 15612 WOODLAWN E AVENUE, SOUTH HOLLAND, IL, 60473
 COUNTY: COOK
 CLIENT CODE: C0019
 TAX PARCEL ID/APN: 29-14-216-002-0000

LOT 273 OF WINONA TERRACE SUBDIVISION, A SUBDIVISION IN SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE LITTLE CALUMET RIVER AND SOUTH OF THE RIGHT OF WAY OF THE PITTSBURGH, CHICAGO AND ST. LOUIS RAILROAD.

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EXHIBIT A-10

STREET ADDRESS: 1238 EAST 166TH STREET, SOUTH HOLLAND, IL, 60473
COUNTY: COOK
CLIENT CODE: C0057
TAX PARCEL ID/APN: 29-23-200-016-0000

THE NORTH 125 FEET OF THE SOUTH 175 FEET OF THE EAST 70 FEET OF THE WEST 76 FEET OF THE EAST 1/2 OF LOT 2 (EXCEPT THE NORTH 80 RODS THEREOF OF SAID LOT 2) IN ANKERS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County
COOK COUNTY
RECORDER OF DEEDS

Clerk's Office