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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



Doc# 1809219009 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2018 09:30 AM PG: 1 OF 16

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: March 20, 2018

Clerk/Recorder: Please index all legal descriptions
or index as a multi-parcel instrument.

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PARTIAL LEASE TERMINATION AGREEMENT

This Partial Lease Termination Agreement (this “Agreement”) is made as of the 20th day of March, 2018, 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 1536457288; 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: Robert Vahradian

Title: Authorized Signatory


SFR-ATL I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory


SFR-SOFL I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

SFR-CHI I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

Property of COOK COUNTY Clerk's Office

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SFR-HOU I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

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 Robert Vahradian 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 March, 2018.


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 continue 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.

MASTER LESSEES:

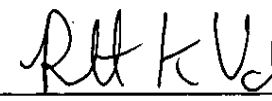
SFR-DAL OPCO I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

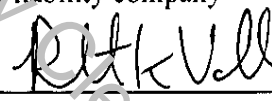
SFR-ATL OPCO I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

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

By: 

Name: Robert Vahradian

Title: Authorized Signatory

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

By: 

Name: Robert Vahradian

Title: Authorized Signatory

Property of Cook County Clerk's Office

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

By: Robert Vahradian

Name: Robert Vahradian

Title: Authorized Signatory

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 Robert Vahradian 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 March, 2018.

Shpres Ndoci
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 continue 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.

MASTER LESSEE PARENT:

SFR-OPERATING PARENT CO I LLC,
a Delaware limited liability company

By: Robert Vahradian

Name: Robert Vahradian

Title: Authorized Signatory

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 Robert Vahradian 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 March, 2018.

Shpres Ndoci
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 continue 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.

LESSOR COLLATERAL AGENT:

SFR-ATL I LLC, a Delaware limited liability company

By: 

Name: Robert Vahradian

Title: Authorized Signatory

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 Robert Vahradian 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 March, 2018.


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
(attached hereto)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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COUNT	FILENUMBER	ADDRESS	CITY	STATE	ZIP	COUNTY
6	C0000	2045 WEST 810 PLACE	MATTESON	IL	60443	COOK
6	C0100	4087 BUBBLE LANE	MATTESON	IL	60443	COOK
6	C0129	824 DARTMOUTH AVENUE	MATTESON	IL	60443	COOK

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBITS A1 - A10

(attached hereto)

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

UNOFFICIAL COPY**EXHIBIT A-1**

STREET ADDRESS: 813 CAMBRIDGE AVENUE, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0071
 TAX PARCEL ID/APN: 31-21-100-025-0000

LOT 230 IN CRICKET HILL FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-2

STREET ADDRESS: 3315 WEST 212 PLACE, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0099
 TAX PARCEL ID/APN: 31-21-100-004-0000

LOT 45 IN BUTTERFIELD CREEK SUBDIVISION UNIT # 2, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED MAY 15, 1956 AS DOCUMENT 16580163, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-3

STREET ADDRESS: 1007 PURDUE LANE, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0099
 TAX PARCEL ID/APN: 31-21-100-005-0000

LOT 102 IN CRICKET HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2, OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-4

STREET ADDRESS: 1022 NOTRE DAME DRIVE, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0119
 TAX PARCEL ID/APN: 31-21-106-000-0000

LOT 107 IN CRICKET HILLS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-5

STREET ADDRESS: 3434 WEST 218TH STREET, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0120
 TAX PARCEL ID/APN: 31-26-216-006-0000

LOT 15 IN CHARLES SUBDIVISION OF THE NORTH 338.91 FEET OF THE SOUTH 677.82 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-6

STREET ADDRESS: 824 DARTMOUTH AVENUE, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0129
 TAX PARCEL ID/APN: 31-20-204-019-0000

LOT 86 IN GLENRIDGE 1ST ADDITION TO MATTESON, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20 AND PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-7

STREET ADDRESS: 758 CAMBRIDGE AVENUE, MATTESON, IL, 60443
COUNTY: COOK
CLIENT CODE: C0168
TAX PARCEL ID/APN: 31-21-112-002-0000

LOT 247 IN CRICKET HILL FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, ALL IN THE TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-8

STREET ADDRESS: 166 CLOVERLEAF ROAD, MATTESON, IL, 60443
COUNTY: COOK
CLIENT CODE: C0169
TAX PARCEL ID/APN: 31-17-2-021-0000

LOT 285 IN WOODGATE GREEN UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF LOTS 4 AND 5 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-9

STREET ADDRESS: 745 HARVARD LANE, MATTESON, IL, 60443
COUNTY: COOK
CLIENT CODE: C0091
TAX PARCEL ID/APN: 31-01-106-002-0000

LOT 79 IN CRICKET HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE PLAT OF WHICH WAS RECORDED NOVEMBER 15, 1971 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21771420.

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EXHIBIT A-10

STREET ADDRESS: 77 HENSON COURT, MATTESON, IL, 60443
 COUNTY: COOK
 CLIENT CODE: C0106
 TAX PARCEL ID/APN: 31-16-207-013-0000

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF COOK, IN THE COUNTY OF COOK AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 2/21/2006 AND RECORDED 04/27/2006 IN BOOK, PAGE AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT: LOT 33 IN THE FIRST RESUBDIVISION OF LOT 4 IN BROOKMERE, BEING A RESUBDIVISION OF PART OF MATTESON COMMONS SUBDIVISION IN THE EAST HALF OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 4, 2004 AS DOCUMENT NUMBER 0421744046, IN THE VILLAGE OF MATTESON, COUNTY OF COOK, ILLINOIS.

COOK COUNTY
 RECORDER OF DEEDS

COOK COUNTY
 RECORDER OF DEEDS

Cook County Clerk's Office