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Doc# 1822912154 Fee \$100.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/17/2018 04:18 PM PG: 1 OF 32

89812931882972 2 of 3
RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Polsinelli PC
900 W. 48TH Place, Suite 900
Kansas City, MO 64112
Attention: Benda Petersons
Asset No. 030285269

CONSENT AND ASSUMPTION AGREEMENT WITH RELEASE

This Consent and Assumption Agreement With Release (this "Agreement") is entered into as of August 16, 2018, by and among CHICAGGLAND GROCERY VENTURE DST, a Delaware statutory trust ("Seller"), with an address of 2901 Butterfield Road, Oak Brook, IL 60523, INLAND PRIVATE CAPITAL CORPORATION, a Delaware corporation ("Seller Principal"), with an address of 2901 Butterfield Road, Oak Brook, IL 60523, CHICAGO ARLINGTON HEIGHTS, LLC, a Delaware limited liability company ("Buyer"), with an address of c/o Transwestern Investment Group, 8235 Douglas Avenue, Suite 450, Dallas, Texas 75225, STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation ("Buyer Principal"), with an address of One State Farm Plaza A-3, Bloomington, Illinois 61710, and WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2011-C4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2011-C4 (collectively referred to herein as "Lender"), with an address of c/o Midland Loan Services, 10851 Mastin, Suite 700, Overland Park, Kansas 66210.

RECITALS

A. Seller is the owner of certain real property located in Cook County, Illinois, commonly known as Mariano's Fresh Market, which real property is more particularly described in Exhibit A attached hereto and incorporated herein by reference. Such real property, together with all improvements, fixtures and personal property located thereon is collectively referred to as the "Property."

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B. Lender is the owner and holder of certain documents (the "Original Loan Documents") evidencing and securing a loan (the "Loan") made by JPMorgan Chase Bank, N.A. ("Original Lender") to Seller, including, without limitation, the following, which are all dated on or as of April 21, 2011 unless otherwise noted:

- (i) Promissory Note, in the original principal amount of \$11,440,000.00, executed by Seller, as maker, in favor of Original Lender (the "Note").
- (ii) Loan Agreement executed by Seller and Original Lender (the "Loan Agreement").
- (iii) Mortgage, Assignment of Leases and Rents and Security Agreement, executed by Seller in favor of Original Lender, filed for record April 27, 2011, in the Office of the Register of Deeds, Recorder of Deeds or County Clerk, as applicable, in and for Cook County, Illinois (the "Recording Office"), as Document 1111740056 (the "Security Instrument").
- (iv) Environmental Indemnity Agreement dated as of the Original Closing Date, executed by Seller and Seller Principal in favor of Original Lender (the "Environmental Indemnity").
- (v) Guaranty Agreement executed by Seller Principal in favor of Original Lender (the "Guaranty").
- (vi) Assignment of Management Agreement and Subordination of Management Fees executed by Seller, Seller's Asset Manager and Original Lender (the "AOMA").

C. Midland Loan Services, a Division of PNC Bank, National Association ("Midland"), services the Loan for Lender, as master servicer, pursuant to that certain Pooling and Servicing Agreement dated as of June 1, 2011.

D. Seller and Buyer are the current parties to a Purchase and Sale Agreement dated as of April 4, 2018 (the "Purchase Agreement"), pursuant to which the Property is to be transferred to Buyer and Buyer is to assume the Loan (the "Transfer and Assumption"), and have requested that Lender consent to the Transfer and Assumption.

E. Without the prior consent of the Lender, the Transfer and Assumption would constitute a default under the Original Loan Documents. Subject to the terms and conditions of this Agreement, Lender has agreed to consent to the Transfer and Assumption.

F. With respect to Seller and Seller Principal, the term "Loan Documents" as used hereinafter shall mean the Original Loan Documents. With respect to Buyer and Buyer Principal, the term "Loan Documents" as used hereinafter shall mean collectively the Original Loan Documents (except to the extent amended or replaced pursuant to this Agreement), this Agreement, the Supplemental Loan Documents (as defined below), and all other documents, instruments and agreements executed by Buyer or Buyer Principal in connection with the Loan or the Transfer and Assumption.

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AGREEMENT

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

1. Consent to Transfer. Subject to satisfaction of all of the conditions contained herein, Lender consents to the Transfer and Assumption. This consent is strictly limited to the Transfer and Assumption described in this Agreement. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender's consent to any future transfer of the Property or any portion thereof or interest therein, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. Buyer specifically acknowledges that any subsequent transfer of any interest in any of the Property or interest in Buyer in violation of the Loan Documents shall be a default thereunder. The Loan Documents are hereby ratified and, except as expressly modified in this Agreement, remain unmodified and are in full force and effect.

2. Loan Information. The parties hereto agree that as of the date hereof:

- (a) The outstanding principal balance of the Note is \$11,440,000.00.
- (b) The interest rate of the Note is a fixed rate of 5.20% per annum.
- (c) The maturity date of the Note is May 1, 2031.
- (d) The following listed payments are due and payable on the first day of each and every calendar month:
 - an interest only payment, the amount of which is based on the number of days in the preceding Accrual Period (as defined in the Loan Agreement).
- (e) There are no escrow accounts held by Lender with respect to the Loan.
- (f) All required payments due through August 1, 2013 under the Loan Documents have been paid.
- (g) There are no defenses or claims of setoffs with respect to any sums or amounts owing under the Loan Documents.
- (h) Lender is the current owner and holder of the Loan Documents.
- (i) There is no existing Event of Default (as defined in the Loan Documents) or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

3. Conditions. In addition to any other conditions set forth herein or required by Lender, the following are conditions precedent that must be satisfied prior to the closing of the Transfer and Assumption (the "Closing"):

- (a) The execution, acknowledgment, delivery and recordation of this Agreement by all of the parties concurrently with the Closing, and the execution, acknowledgement and delivery of all other agreements, instruments and

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documents required by Lender hereunder concurrently with and in connection with the Closing, including but not limited to the following (the “Supplemental Loan Documents”): (i) an Environmental Indemnity Agreement from Buyer and Buyer Principal in favor of Lender (the “New Environmental Indemnity”) in substantially the form as the Environmental Indemnity, (ii) a Guaranty Agreement from Buyer Principal in favor of Lender (the “New Guaranty”) in substantially the same form as the Guaranty, [and] (iii) an Assignment of Management Agreement and Subordination of Management Fees from Buyer and Buyer’s property manager in favor of Lender (the “New AOMA”) in substantially the same form as the AOMA, and a Subordination of Management Fees from Buyer and Buyer’s managing member in favor of Lender (the “SOMF”).

- (b) The execution, delivery and recordation or filing, as applicable, of one more new financing statements, or amendments to existing financing statements as required by Lender at Closing.
- (c) Buyer’s delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents (the “Required Insurance”) is in full force and effect as of the Closing, with all required premiums paid, and contains a mortgagee’s clause (the “Mortgagee’s Clause”) satisfactory to Lender in favor of Lender, its successors and/or assigns, c/o Midland Loan Services, Master Servicer, 10851 Mastin, Suite 700, Overland Park, Kansas 66210; re: Loan Number 030285269.
- (d) Lender’s receipt of satisfactory Title Endorsements (hereinafter defined).
- (e) The full release and reconveyance of any other liens or monetary encumbrances against the Property.
- (f) Lender’s receipt of all of the Required Payments (hereinafter defined).
- (g) The satisfaction of all other conditions contained in the approval letter issued by the Lender in connection with the Transfer and Assumption.

4. Fees, Payment and Expenses. Buyer and/or Seller covenants and agrees to pay to Lender at Closing the following (the “Required Payments”):

- (a) One percent (1%) of the amount listed in Section 2(a) above, as an assumption fee for Lender’s consent to the Transfer and Assumption of the Loan.
- (b) The amounts listed in Section 2(d) above due and payable on September 1, 2018, but only if the Transfer and Assumption closes on or after the 10th of the month preceding such date.
- (c) Payment of legal fees and expenses of Lender’s counsel in connection with the Transfer and Assumption.
- (d) Payment of the fees and expenses of rating agencies, and their respective counsel, if applicable.
- (e) Payment for third party reports.

5. Loan Modifications.

- (a) From and after the date hereof, all references in the Loan Documents to the term “Borrower” shall mean the Buyer, and all references in the Loan Documents to “Lender” shall mean Lender.

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- (b) From and after the date hereof, all references in the Loan Documents to the Loan Documents, or to any particular Loan Document, shall refer to the Loan Documents or the particular Loan Document, as applicable, as amended, replaced or supplemented pursuant to this Agreement.
- (c) Completion of Immediate Repairs: Within One Hundred Twenty (120) days from the date hereof, Buyer shall complete or cause to be completed, the immediate repairs identified in the Property Condition Report dated May 31, 2018 (“PCR”) prepared by Nova Consulting Group for Midland Loan Services in connection with this transaction (as more particularly described in the PCR) (“Immediate Repairs”). Buyer shall provide evidence reasonably satisfactory to Lender that the Immediate Repairs have been completed. Required evidence may include any and all items reasonably required by Lender or Lender’s servicers as evidence that such items have been completed. Failure to make the Immediate Repairs within said time period shall constitute an Event of Default under the Loan Documents, at the election of Lender, and Lender shall have all remedies provided therein including the right to make the Immediate Repairs and obtain reimbursement from the Buyer.
- (d) Buyer and Buyer Principal covenant and agree that while any obligations under the Loan Documents remain outstanding, notwithstanding anything to the contrary contained in any organizational document of the Buyer, Buyer Principal is not authorized to remove and/or replace any managing member of Buyer, including TIM Arlington Heights Corp., a Delaware corporation, current managing member, or any subsequent managing member of Buyer (collectively, “Managing Member”), as Managing Member of Buyer without Lender’s prior written consent. Removal and/or replacement of the Managing Member without Lender’s prior written consent shall constitute an Event of Default under the Loan Documents at the election of Lender, and Lender shall have all remedies provided therein.
- (e) Notwithstanding anything in the Loan Agreement or the other Loan Documents to the contrary, any reference therein to any owner of a direct or indirect interest in Borrower or Guarantor shall not include any policyholder of State Farm Mutual Automobile Insurance Company.
- (f) Notwithstanding anything contained in the Loan Documents to the contrary, at no time shall the sum of the Asset Management Fee (as defined below) and the Property Management Fee (as defined below) exceed four percent (4%) of Gross Income from Operations (as such term is defined in the Loan Agreement”. The term “Asset Management Fee” as used herein shall mean the “Management Fee” as such term is defined in that certain Limited Liability Company Operating Agreement of the Buyer dated March 1, 2018, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. The term “Property Management Fee” as used herein shall mean the sum of the “Management Fee” and the “Accounting Fee” as such terms are defined in that certain Management Agreement dated the date hereof by and between Buyer and

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Transwestern Commercial Services Illinois, L.L.C., a Delaware limited liability company, as the same may be amended, restated, replaced, supplemented or otherwise modified form time to time.

(g) Modifications of the Loan Agreement:

(A) From and after the date hereof, the following definitions contained in Section 1.1 of the Loan Agreement are hereby deleted and all references to such terms in the Loan Agreement no longer have any force and effect: “**IPC**”, “**Identified Affiliate**”, “**Identified Affiliate Related Entities**”, “**Property Manager**”, and “**Realpoint**”.

(B) From and after the date hereof, certain definitions contained in Section 1.1 of the Loan Agreement are hereby amended and restated to read as follows:

“**Cash Management Agreement**” shall mean a Cash Management Agreement, by and among Borrower, Lender and Agent, in such form as Lender may approve (or such other form as Lender shall accept in its sole discretion) as the same may be amended, restated, replaced, supplemented or otherwise modified form time to time.”

“**Guarantor**” shall mean State Farm Life Insurance Company, an Illinois corporation, and any replacement guarantor permitted under this Agreement.”

“**Guaranty**” shall mean that certain Guaranty Agreement, dated as of August 16, 2018, executed and delivered by Guarantor in favor of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.”

“**Manager**” shall mean Transwestern Commercial Services Illinois, L.L.C., a Delaware limited liability company, or, if the context requires, a Qualified Manager who is operating and managing the Property in accordance with the terms and provisions of this agreement pursuant to a Replacement Management Agreement.”

“**Rating Agencies**” shall mean each of S&P, Moody's, Fitch, and Morningstar Credit Ratings LLC or any other nationally recognized statistical rating agency which has been approved by Lender and designated by Lender to assign a rating to the Securities.”

“**Restricted Party**” shall mean collectively (i) Borrower, Transwestern Investment Management LLC, a Delaware limited liability company (“**Transwestern**”), and Guarantor, and (b) any shareholder, partner, member, non-member manager (other than any Independent Manager), and direct or indirect legal or beneficial owner of Borrower, Transwestern or any Guarantor; provided, however, that such term shall not be deemed to include any policyholder of State Farm Mutual Automobile Insurance Company.

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(C) The terms “Approved Investor Questionnaire”, “Delaware Trustee”, “Permitted Guarantor Affiliate”, “Qualified Replacement Delaware Trustee”, and “Signatory Trustee” as such terms are defined and used in the Loan Agreement have no force and effect at any time the Borrower under the Loan Documents is not a Delaware Statutory Trust.

(D) Section (ix)(A) of the definition of “Special Purpose Entity” in Section 1.1 of the Loan Agreement is hereby amended and restated to read as follows:

“if such entity is a limited liability company (other than a limited liability company meeting all of the requirements applicable to a single-member limited liability company set forth in this definition of “Special Purpose Entity”), has and shall have at least one (1) member that is a Special Purpose Entity, that is a corporation, that has at least one (1) Independent Manager and that directly owns at 0.001% of the equity of the limited liability company; and”.

(E) Section (xvi) of the definition of “Special Purpose Entity” in Section 1.1 of the Loan Agreement is hereby amended to change the word “Property Manager” in line 4, to “Manager”.

(F) Section 2.7.1 of the Loan Agreement is hereby amended by deleting the name of the Lockbox Account as set forth in lines 5 – 8, and replacing it with the following: “The Lockbox Account shall be in the name of the Borrower for the benefit of Lender or in such other name as Lender may direct in writing and agreed to by the Lockbox Bank.”

(G) Section 2.7.2 of the Loan Agreement is hereby amended by deleting the name of the Cash Management Account as set forth in lines 5 – 7, and replacing it with the following: “The Cash Management Account shall be entitled as provided in the Cash Management Agreement, or such other name as required by Lender from time to time.”

(H) Section 4.1.36 of the Loan Agreement is hereby amended by deleting the organizational identification number as set forth therein, and replacing it with the following number for the Borrower: 6777765.

(I) Section 5.1.11(b) of the Loan Agreement is hereby amended by replacing “Signatory Trustee” on line 3, with “Borrower”.

(J) Section 5.2.33(c) of the Loan Agreement is hereby deleted in its entirety.

(K) Sections 5.1.24, 5.2.8, and 9.3(x), (xi) and (xv) of the Loan Agreement shall have no force and effect at all times while Borrower is not a Delaware Statutory Trust.

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(L) Section 5.2.10(b) of the Loan Agreement is hereby amended by deleting the last sentence of the paragraph and replacing it with the following: “In addition, at all times, Guarantor must continue to own, directly or indirectly, not less than fifty-one percent (51%) of the legal and beneficial interest in the Borrower.”

(M) Section 5.2.10(c) of the Loan Agreement is hereby deleted in its entirety.

(N) Section 9.3(xiii) of the Loan Agreement is hereby deleted and replaced with the following: “(xiii) any modification of Borrower’s Certificate of Formation or Limited Liability Company Agreement without Lender’s written consent;”

(O) The second paragraph of Section 9.4 of the Loan Agreement is hereby deleted in its entirety.

(P) From and after the date hereof, the “Agent” appointed for service of process pursuant to Section 10.3 of the Loan Agreement for the Buyer, shall be the following, which Buyer does hereby designate and appoint:

McCarte & English LLP
 Attn: Jeffrey Petit
 Worldwide Plaza
 825 Eighth Ave., 11st Floor
 New York, NY 10019

Such appointment shall be solely with respect to the Loan.

(Q) Section 10.6 of the Loan Agreement is hereby revised as follows: The notice addresses for Borrower and Lender under the Loan Documents shall be as follows:

If to Borrower: Chicago Arlington Heights, LLC
 c/o Transwestern Investment Group
 8235 Douglas Avenue, Suite 450
 Dallas, Texas 75225
 Attention: Chris Sterling and
 Jennifer Watz
 Facsimile No.: (214) 572-9806

With a copy to: State Farm Life Insurance Company
 One State Farm Plaza, A-3
 Bloomington, Illinois 61710
 Attention: Corporate Law- Investments
 Facsimile No.: 309-766-0442

If to Lender: Wells Fargo Bank, National Association,

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as trustee for the registered holders of J.P.
Morgan Chase Commercial Mortgage
Securities Trust 2011-C4, Commercial
Mortgage Pass-Through Certificates, Series
2011-C4
c/o Midland Loan Services
10851 Mastin, Ste. 700
Overland Park, Kansas 66210
Attention: Asset Management
Facsimile No.: (913) 253-9001

Lender shall make commercially reasonable efforts to provide copies of notices to the copy parties; provided however, that failure to provide any such notice to the copy parties shall not render the notice to the Borrower invalid.

(R) Schedule III of to the Loan Agreement is hereby deleted and replaced with the Replacement Schedule III attached hereto.

(S) Schedule IV and Schedule VI to the Loan Agreement are hereby deleted.

6. Title Endorsements. At Closing, Buyer shall (a) cause Chicago Title Insurance Company to issue such endorsements to Lender's mortgagee's title insurance policy (Policy No. 1401-008823972-D2) in such form as Lender may require ("Title Endorsements"), including showing that the Buyer is the owner of the Property, changing the effective date of such title policy to the date of the Closing, and showing that the Loan Documents are in a first lien position, and (b) pay the cost of the Title Endorsements, any escrow, filing or recording fees applicable to this transaction, and Lender's costs and expenses incurred in connection with this Agreement or this transaction, including Lender's attorneys' fees, if any, incurred in connection with this Agreement or this transaction.

7. Buyer's Assumption of Loan; Financing Statements. Buyer hereby expressly assumes the obligation to pay the unpaid balance due and owing on the Loan, all interest thereon as provided in the Note and all other obligations under the Loan Documents, with the same force and effect as if Buyer had been specifically named therein as the original maker, borrower or grantor, as applicable. Without limiting the generality of the foregoing, Buyer expressly assumes the obligation to pay all loan installments as they become due and to observe all obligations of the Loan Documents. Buyer's assumption of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets, (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender. Buyer expressly agrees that it has read, approved and will comply with and be bound by all of the terms, conditions, and provisions contained in the Loan Documents. Buyer specifically agrees that if the Note is recourse, Lender's remedies shall not in any respect or extent be limited solely to the Property or any other collateral securing the Loan.

Buyer hereby authorizes Lender to file one or more new financing statements, or amendments to existing financing statements, covering fixtures and personal property collateral included in the Property and covered by the security agreement contained in the Loan

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Documents, without signature of Buyer where permitted by law. Buyer hereby confirms that it grants Lender a security interest in all fixtures and personal property collateral described in the Loan Documents.

8. No Representations of Lender. The parties hereto agree that (a) Lender has made no representations or warranty, either express or implied regarding the Property and has no responsibility whatsoever with respect to the Property, its condition, or its use, occupancy or status, and (b) no claims relating to the Property, its condition, or its use, occupancy or status, will be asserted against Lender or its agents, employees, professional consultants, affiliated entities, successors or assigns, either affirmatively or as a defense.

9. Environmental Matters. Buyer agrees, at its sole cost and expense, to keep or cause the Property to be kept free of any hazardous, toxic or infectious substance, material, gas or waste, including, without limitation, asbestos, petroleum products and underground storage tanks, which is or becomes regulated by any governmental authority with jurisdiction over the Property or Buyer, or which has been identified as a toxic cancer-causing, or other hazardous substance (collectively the "Hazardous Materials"), and to remove or take remedial action with regard to any Hazardous Materials released into the environment at, on or near the Property, provided that:

- (a) Any such removal or remedial action shall be undertaken in a manner so as to minimize any impact on tenants of the Property.
- (b) Buyer shall indemnify Lender for any action taken by Buyer to comply with this requirement.
- (c) In the event Buyer fails to fully comply satisfy this requirement and fails to cure such failure within 30 days after Lender gives written notice to Buyer, Lender may, at its sole option, declare the Loan immediately due and payable and/or cause the Hazardous Materials to be removed from the Property and add all costs incurred in affecting the removal to the balance of the Loan. Buyer grants to Lender and its agents and employees access to the Property and the license to remove such Hazardous Materials.
- (d) All representations and warranties of Buyer set forth herein are in addition to and not in lieu of the Environmental Indemnity assumed by Buyer under this Agreement.

10. Environmental Indemnification. Supplementing the terms of the Loan Documents, Buyer acknowledges and agrees that it will reimburse, defend, indemnify and hold Lender, its officers, agents, loan servicers and employees harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all costs of investigation, monitoring, legal fees, remedial response, removal, restoration or permit acquisition) which may now or in the future, be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of:

- (a) any Hazardous Materials existing on, in, above or under the Property at the time of execution of this Agreement or at any time in the future;

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- (b) any investigation, monitoring, cleanup, removal, restoration, remedial response or remedial work undertaken with regard to Hazardous Materials on, in, above or under the Property.

All representations, warranties, covenants, agreements and indemnities of Buyer in Section 9 and/or Section 10 hereof shall not be affected by any investigation by or on behalf of Lender or by any information Lender may have or obtain with respect thereto, and are in addition to and not in lieu of the Environmental Indemnity referred to above.

11. Seller's Representations & Warranties. Seller hereby represents and warrants that:

- (a) Seller is the owner of the Property and is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Seller to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transactions contemplated in the Loan Documents and this Agreement constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms and have not been modified either orally or in writing.
- (e) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) There is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (g) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (h) The next payment for real property taxes applicable to the Property is due on or before March 1, 2019.
- (i) All representations and warranties of Seller in the Purchase Agreement are true and correct in all material respects subject to the qualifications and limitations set forth in the Purchase Agreement.
- (j) All information provided to Lender or Midland by Seller, or any of its employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Seller and will not infringe upon or violate any intellectual property rights of any party. Seller, by its execution of this Agreement, jointly and severally with Seller Principal, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise

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incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Seller in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.

- (k) All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

12. Seller Principal's Representations and Warranties. Seller Principal hereby represents and warrants that:

- (a) Seller Principal is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Seller Principal to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller Principal are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents are in full force and effect and the transaction contemplated in the Loan Documents and this Agreement constitute valid and binding obligations of Seller Principal, enforceable against Seller Principal in accordance with their terms, and have not been modified either orally or in writing.
- (e) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Seller Principal.
- (g) Seller Principal does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (h) All information provided to Lender or Midland by Seller or Seller Principal, or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Seller Principal and will not infringe upon or violate any intellectual property rights of any party. Seller Principal, by its execution of this Agreement, jointly and severally with Seller, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees

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harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Seller or Seller Principal in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.

- (i) All representations and warranties referred to herein shall be true as of the date of this Agreement and Closing and shall survive Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

13. Buyer's Representations and Warranties. Buyer hereby represents and warrants that:

- (a) Buyer is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer are duly authorized to execute and deliver this Agreement.
- (d) This Agreement, the New AOMA, [the SOMF]and the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms and have not been modified either orally or in writing.
- (e) To Buyer's actual knowledge, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (f) Based solely on a review of the Title Commitment issued by Chicago Title Insurance Company to Buyer in connection with the Transfer and Assumption, all taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (g) The next payment for real property taxes applicable to the Property is due on or before March 1, 2019.
- (h) All representations and warranties of Buyer in the Purchase Agreement are true and correct in all material respects subject to the qualifications and limitations set forth in the Purchase Agreement.
- (i) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer.
- (j) Buyer does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing (i) seek entry of any order for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy,

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- arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (k) All of the Required Insurance is in full force and effect, with all required premiums paid, and contains the required Mortgagee's Clause.
 - (l) All information provided to Lender or Midland by Buyer, or any of its employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Buyer and will not infringe upon or violate any intellectual property rights of any party. Buyer, by its execution of this Agreement, jointly and severally with Buyer Principal, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Buyer in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.
 - (m) All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

14. Buyer Principal's Representations and Warranties. Buyer Principal hereby represents and warrants that:

- (a) Buyer Principal is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer Principal to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer Principal are duly authorized to execute and deliver this Agreement.
- (d) This Agreement, the New Guaranty and the New Environmental Indemnity are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer Principal, enforceable against Buyer Principal in accordance with their terms, and have not been modified either orally or in writing.
- (e) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer Principal.
- (f) Buyer Principal does not have any intention to do any of the following prior to the Closing or within the 180 days following the Closing: (i) seek entry of any order

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for relief as debtor and a proceeding under the Code (hereinafter defined), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.

- (g) All information provided to Lender or Midland by Buyer or Buyer Principal, or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Buyer Principal and will not infringe upon or violate any intellectual property rights of any party. Buyer Principal, by its execution of this Agreement, jointly and severally with Buyer, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Buyer or Buyer Principal in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.
- (h) All representations and warranties referred to herein shall be true as of the date of this Agreement and Closing and shall survive Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

15. Release of Seller and Seller Principal. Lender hereby releases Seller and Seller Principal from all liability and obligations under the Loan Documents arising from and after the Closing, including, but not limited to, repayment of the Loan, but excepting, without limitation (i) any environmental or other damage to the Property occurring prior to the Closing, or other damage to the Property caused by Seller or Seller Principal occurring prior to the Closing, (ii) any obligations arising from the Purchase Agreement, (iii) any liability related to or arising from Seller's or Seller Principal's acts or omissions occurring prior to the Closing, and (iv) any liability related to or arising from Seller's or Seller Principal's fraudulent or tortious conduct, including intentional misrepresentation of financial data presented to Lender.

16. Release of Lender. Seller and Seller Principal, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys (collectively, the "Seller Releasing Parties") jointly and severally release and forever discharge Lender, PNC Bank, National Association, Midland, and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees,

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subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Seller Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Property, the Loan, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Agreement and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to exercise any of its rights under this Agreement, any of the Loan Documents, at law or in equity. The Seller Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Seller Releasing Parties, or anyone claiming by, through or under any of the Seller Releasing Parties. The Seller Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys.

Buyer and Buyer Principal, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, managers, members, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys (collectively, the "Buyer Releasing Parties") jointly and severally release and forever discharge Lender, PNC Bank, National Association, Midland, and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which arise out of any matters occurring prior to the Closing in connection with the transactions contemplated hereby. The Buyer Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Buyer Releasing Parties, or anyone claiming by, through or under any of the Buyer Releasing Parties. The Buyer Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys.

17. Ratification and Confirmation of the Loan. Buyer agrees to perform each and every obligation under the Loan Documents, as specifically modified by this Agreement, in accordance with their respective terms and conditions. Buyer ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents remain in full force and effect and represent legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms. Buyer agrees that this Agreement does not diminish, impair, release or relinquish the liens, powers, titles, security interests and rights securing or guaranteeing payment of the Loan, including the validity or first priority of the liens and security interests encumbering the Property granted Lender by the Loan Documents.

At all times Buyer shall comply with all terms of the Loan Documents, including without limitation, the insurance requirements of the Loan Documents. Although the Lender may accept certain evidence of insurance for purposes of closing the Transfer and Assumption, the Lender or

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its servicer may at any time and from time to time request additional insurance information from Buyer to ensure or monitor Buyer's compliance with the insurance provisions of the Loan Documents and may request that Buyer provide such coverages as Lender or its servicer may require consistent with the terms of the Loan Documents. By entering into this Agreement, Lender specifically does not waive or modify any of the insurance requirements under the Loan Documents nor any of the remedies provided therein for failure to secure such required insurance coverage.

18. 1031 Exchange. Intentionally Omitted.

19. Nonwaiver. The parties hereto acknowledge and agree that (a) any performance or non-performance of the Loan Documents prior to the date of this Agreement does not affect or diminish Lender's ability to require future compliance with the Loan Documents, and (b) in the future, Lender will require strict compliance with and performance of the Loan Documents. Nothing contained herein shall be construed as a waiver of any of Lender's rights or remedies with respect to any default under this Agreement or any Loan Document.

20. Bankruptcy of Buyer or Buyer Principal. Buyer covenants and agrees that in the event Buyer shall (i) file any petition with any bankruptcy court or be the subject of any petition under the United States Bankruptcy Code (11 U.S.C. §101 et seq., the "Code"), (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled, and Buyer irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer agrees that Lender will be entitled to and it consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan

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Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

Buyer Principal covenants and agrees that in the event Buyer Principal shall (i) file any petition with any bankruptcy court or be the subject of any petition under the Code, (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled, and Buyer Principal irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer Principal irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer Principal agrees that Lender will be entitled to and it hereby consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer Principal further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer Principal agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

21. Compliance with Interest Law. It is the intention of the parties hereto to conform strictly to any present or future law which has application to the interest and other charges under the Loan Documents (the "Interest Law"). Accordingly, notwithstanding anything to the contrary in the Loan Documents, the parties hereto agree that the aggregate amount of all interest or other charges taken, reserved, contracted for, charged or received under the Loan Documents or otherwise in connection with the Loan shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law. If any excess interest is provided for in the Loan Documents, then any such excess shall be deemed a mistake and canceled automatically and, if theretofore paid, shall be credited against the indebtedness evidenced and secured by the Loan

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Documents (the “Indebtedness”) (or if the Indebtedness shall have been paid in full, refunded by Lender), and the effective rate of interest under the Loan Documents shall be automatically reduce to the maximum effective contract rate of interest that Lender may from time to time legally charge under the then applicable Interest Law with respect to the Loan. To the extent permitted by the applicable Interest Law, all sums paid or agreed to be paid to Lender for the use, forbearance or detention of the Indebtedness shall be amortized, prorated, allocated and spread throughout the full term of the Loan.

22. Impound Accounts. Intentionally Omitted.

23. Single Purpose Entity. Buyer shall at all times during the term of the Note conduct its business affairs in compliance with its organizational documents, and shall not amend them without Lender’s consent.

24. Anti-Money Laundering and Compliance with Anti-Terrorism Orders.

(a) Reference is made to the following defined terms used in this Section:

“Anti-Terrorism Laws” shall mean any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Covered Entity” shall mean (a) each entity constituting Buyer, each Buyer Principal and all pledgors of collateral securing the Loan, and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Governmental Body” shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Law” shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Governmental Body, foreign or domestic.

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“Person” shall mean any individual person, group, regime, trust or entity.

“Reportable Compliance Event” shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

“Sanctioned Country” shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law.

“Sanctioned Person” shall mean any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

(b) No Covered Entity is a Sanctioned Person. No Covered Entity, either in its own right or through any third party, (a) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (c) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(c) No Covered Entity will become a Sanctioned Person. No Covered Entity, either in its own right or through any third party, will (a) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) do business in or with, or derive any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (c) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (d) use any advances with respect to the Loan or income from the Property to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law. The funds used to repay the Loan will not be derived from any unlawful activity. Each Covered Entity shall comply with all Anti-Terrorism Laws. The Buyer shall promptly notify Lender in writing upon the occurrence of a Reportable Compliance Event.

(d) To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each borrower that opens an account. What this means: when a borrower opens an account, Lender’s servicer will ask for the business name, business address, taxpayer identifying number and other information that will allow a bank to identify the borrower, such as organizational documents. For some businesses and organizations, the Lender’s servicer may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

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25. Further Assurances. The parties hereto agree to do any act or execute any additional documents required by Lender, from time to time, to correct errors in the documenting of the Transfer and Assumption, to effectuate the purposes of this Agreement or to better assure, convey, assign, transfer, perfect or confirm unto Lender the property and rights intended to be given it in the Loan Documents.

26. Liability. If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

27. Severability. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

28. Applicable Law; Jurisdiction. This Agreement shall be governed and construed in accordance with Section 10.3 of the Loan Agreement.

29. No Restrictions on Performance. The execution and delivery of this Agreement and compliance with the provisions hereof, will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any party hereto is a party or by which it is bound.

30. Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form such words shall include the plural and vice versa. The words "included," "includes" and "including" shall each be deemed to be followed by the phrase, "without limitation." The words "herein," "hereby," "hereof," and "hereunder" shall each be deemed to refer to this entire Agreement and not to any particular paragraph, article or section hereof. Notwithstanding the foregoing, if any law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term derives its meaning from a statutory reference, any regulatory definition is broader than the statutory reference and any reference or citation to a statute or regulation shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it.

31. Securities Act of 1933. Neither Seller, Seller Principal, Buyer, Buyer Principal nor any agent acting for any of them has offered the Note or any similar obligation for sale to or solicited any offers to buy the Note or any similar obligation from any person or party other than Lender, and neither Seller, Seller Principal, Buyer, Buyer Principal nor any agent acting for any of them will take any action which would subject the sale of the Note to the provisions of Section 5 of the Securities Act of 1933, as amended.

32. Compliance with ERISA. As of the date of this Agreement, neither Seller, Seller Principal, Buyer nor Buyer Principal maintains any employee benefit plan which requires compliance with ERISA. If at any time Seller, Seller Principal, Buyer or Buyer Principal shall

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institute any employee benefit plans, they shall at all times comply with the requirements of ERISA.

33. Sole Discretion of Lender. Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

34. Headings, Etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

35. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

36. Integration, Survival. This Agreement and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement or the Loan Documents shall survive the Closing and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.

37. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

38. Notices. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Loan Documents using the address for a party hereto set forth at the top of the first page of this Agreement.

39. Form of Agreement. The parties hereto acknowledge that the Lender's servicers authorize numerous agreements of this type on a regular basis for various lenders and that the specific provisions contained in any of such agreements will vary depending on numerous transaction-specific factors, including, without limitation, the parties, the loan documents, the servicers and servicing agreements, and the property and market conditions involved in the transaction. Accordingly, the parties hereto further acknowledge that the specific provisions contained in this Agreement will not necessarily be acceptable to the Lender, or the Lender's servicers (whether acting on behalf of Lender or any other lender), in connection with any other transaction.

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40. WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S CONSENT TO THE TRANSFER AND ASSUMPTION.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER:

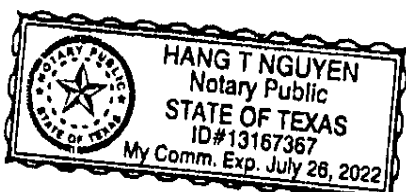
CHICAGO ARLINGTON HEIGHTS, LLC,
a Delaware limited liability company


By: 
Name: Paul Garancis
Title: Authorized Signatory

By: 
Name: Collin Comer
Title: Authorized Signatory

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS)

This instrument was acknowledged before me on August 16, 2018 by PAUL GARANCIS (name) and Collin Comer (name), each an Authorized Signatory of CHICAGO ARLINGTON HEIGHTS, LLC, a Delaware limited liability company.




Notary Public in and for Said County and State
Hang T. Nguyen
(Type, print or stamp the Notary's name below his or her signature.)

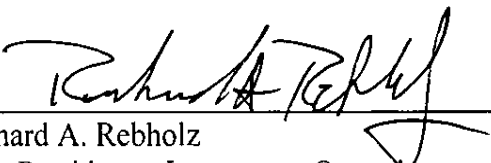
My Commission Expires: July 26, 2022

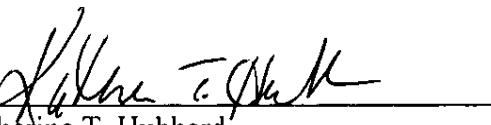
[SEAL]

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BUYER PRINCIPAL:

STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation

By: 
Richard A. Rebholz
Vice President – Investment Operations

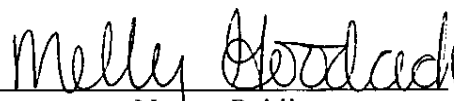
By: 
Katherine T. Hubbard
Investment Executive – Mortgages and Real Estate

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

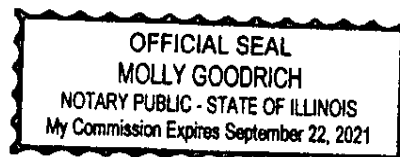
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Richard A. Rebholz, Vice President – Investment Operations and Katherine T. Hubbard, Investment Executive – Mortgages and Real Estate of STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in such capacity, as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 14th day of August, 2018.


Notary Public

[NOTARY SEAL]

My Commission Expires: 9/22/2021



SELLER:

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SELLER:

**CHICAGOLAND GROCERY VENTURE
DST**, a Delaware statutory trust

By: Chicagoland Grocery Exchange Venture,
L.L.C., a Delaware limited liability
company, its signature trustee

By: Inland Private Capital Corporation, a
Delaware corporation, its sole
member

Property of Cook County Clerk's Office

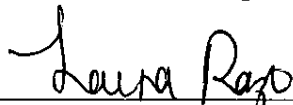
By: 
Name: Daniel W. Zatloukal
Title: Senior Vice President

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Daniel W. Zatloukal, S.V. President of Inland Private Capital Corporation, a Delaware corporation, the sole member of Chicagoland Grocery Exchange Venture, L.L.C., a Delaware limited liability company, the signature trustee of CHICAGOLAND GROCERY VENTURE DST, a Delaware statutory trust, who 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 the said instrument as such S.V. President as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 14th day of August, 2018.




Notary Public


[NOTARY SEAL]

My Commission Expires:

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SELLER PRINCIPAL:

INLAND PRIVATE CAPITAL CORPORATION, a Delaware corporation


By: 
Name: **Daniel W. Zatloukal**
Title: **Senior Vice President**

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Daniel W. Zatloukal, S.V. President of INLAND PRIVATE CAPITAL CORPORATION, a Delaware corporation, who 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 the said instrument as such S.V. President as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 14th day of August, 2018.




Notary Public

[NOTARY SEAL]

My Commission Expires:

UNOFFICIAL COPY

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2011-C4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2011-C4

By: Midland Loan Services, a Division of PNC Bank, National Association, Its Attorney-in-Fact

By: *Gregory L. McFarland*
Gregory L. McFarland,
Senior Vice President

Property of Cook County Clerk's Office

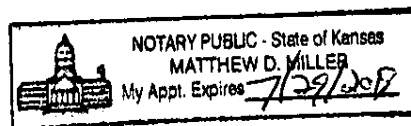
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on August 14, 2018, by Gregory L. McFarland as Senior Vice President of Midland Loan Services, a Division of PNC Bank, National Association, the Master Servicer and Attorney-in-Fact for WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2011-C4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2011-C4.

Matthew D. Miller
Print Name: Matthew D. Miller
Notary Public in and for said
County and State

My Appointment Expires:

7/29/2019



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EXHIBIT A Legal Description

LOTS 16 TO 30, INCLUSIVE, TOGETHER WITH LOTS 40 TO 55, INCLUSIVE, IN EAST VIEW ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION LYING NORTH OF THE CENTRAL AND NORTHWEST RAILWAYS RIGHT OF WAY (NOW CHICAGO AND NORTHWESTERN) IN THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE WEST 169.39 FEET, IN SECTION 32, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED JUNE 17, 1926 AS DOCUMENT NO. 9312095, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 32, TOGETHER WITH VARIOUS PARTS OF VACATED ROADS AND VACATED ALLEYS ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT A SET IRON PIPE LOCATED IN THE SOUTHERLY RIGHT-OF-WAY LINE OF KENSINGTON ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND BEING THE NORTHWEST CORNER OF SAID LOT 55, BEING ALSO A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF KENSINGTON ROAD, EASTERLY 132.45 FEET ALONG THE NORTH LINE OF SAID LOTS 51 TO 55, INCLUSIVE, BEING THE ARC OF A CIRCLE, HAVING A RADIUS OF 962.68 FEET, CONVEX NORTHERLY, AND WHOSE CHORD BEARS SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST A DISTANCE OF 132.35 FEET TO A SET IRON PIPE ON THE SOUTH LINE OF KENSINGTON ROAD AS SHOWN ON THE PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 27124971; THENCE SOUTH 89 DEGREES 39 MINUTES 20 SECONDS EAST, ALONG THE SOUTH LINE OF KENSINGTON ROAD, AFORESAID, 189.43 FEET TO A SET IRON PIPE 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 41 MINUTES 59 SECONDS EAST, 122.62 FEET TO A SET IRON PIPE LOCATED AT THE WEST CORNER OF LAND DEDICATED AS PUBLIC RIGHT OF WAY IN THE PLAT OF DEDICATION FOR PUBLIC RIGHT OF WAY RECORDED MARCH 17, 2010 AS DOCUMENT 1007631038; THENCE SOUTH 46 DEGREES 11 MINUTES 39 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LAND DEDICATED PER DOCUMENT 1007631038, A DISTANCE OF 14.12 FEET TO A SET CROSS NOTCH LOCATED IN THE WEST RIGHT-OF-WAY LINE OF DRYDEN AVENUE (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY); THENCE SOUTH 01 DEGREES 05 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF DRYDEN AVENUE, 259.50 FEET TO A SET CROSS NOTCH AT THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 16 AND THE NORTHERLY LINE OF LOT 1 OF ARLINGTON DRYDEN PLAZA RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 0525519089; THENCE SOUTH 75 DEGREES 54 MINUTES 39 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 16, AFORESAID, AND ITS NORTHEASTERLY AND SOUTHWESTERLY EXTENSION, AND WITH THE

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PROPERTY LINE OF LOT 16 AND LOT 1 AFORESAID, NORTHERLY 5.16 FEET ALONG THE CENTER OF A VACATED 16 FOOT PUBLIC ALLEY, BEING THE ARC OF A CIRCLE, HAVING A RADIUS OF 248.36 FEET, CONVEX EASTERLY, AND WHOSE CHORD BEARS NORTH 14 DEGREES 30 MINUTES 07 SECONDS WEST A DISTANCE OF 5.16 FEET TO A SET PK NAIL AT THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 30; THENCE SOUTH 88 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 30 AND THE EASTERLY AND WESTERLY EXTENSIONS THEREOF, AND WITH THE NORTHERLY LINES OF LOT 1, AFORESAID, AND LOT 2 OF ARLINGTON DRYDEN PLAZA RESUBDIVISION, 153.88 FEET TO A SET IRON PIPE AT THE CENTER OF VACATED LINCOLN LANE AND THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTH 01 DEGREES 06 MINUTES 02 SECONDS EAST, ALONG THE CENTER OF VACATED LINCOLN LANE AND WITH THE WESTERLY LINE OF LOT 2 AFORESAID, 238.32 FEET TO A SET IRON PIPE ON THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY (A 66' PUBLIC RIGHT-OF-WAY); THENCE NORTH 60 DEGREES 35 MINUTES 22 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY, 520.53 FEET TO A POINT LOCATED AT THE SOUTHEASTERLY CORNER OF CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 110774; THENCE WITH THE EAST LINE OF CHICAGO TITLE LAND TRUST, AFORESAID, NORTH 01 DEGREES 06 MINUTES 02 SECONDS WEST, 282.63 FEET TO A SET CROSS NOTCH ON THE SOUTH LINE OF KENSINGTON ROAD BEING ALSO A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER SAID SECTION 32; THENCE NORTH 88 DEGREES 41 MINUTES 59 SECONDS EAST, ALONG THE SOUTH LINE OF KENSINGTON ROAD, 283.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel ID# 03-32-200-004-0000

8022 East Northwest Highway
Arlington Heights, IL 60004

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REPLACEMENT SCHEDULE III
(ORGANIZATIONAL CHART OF BORROWER)

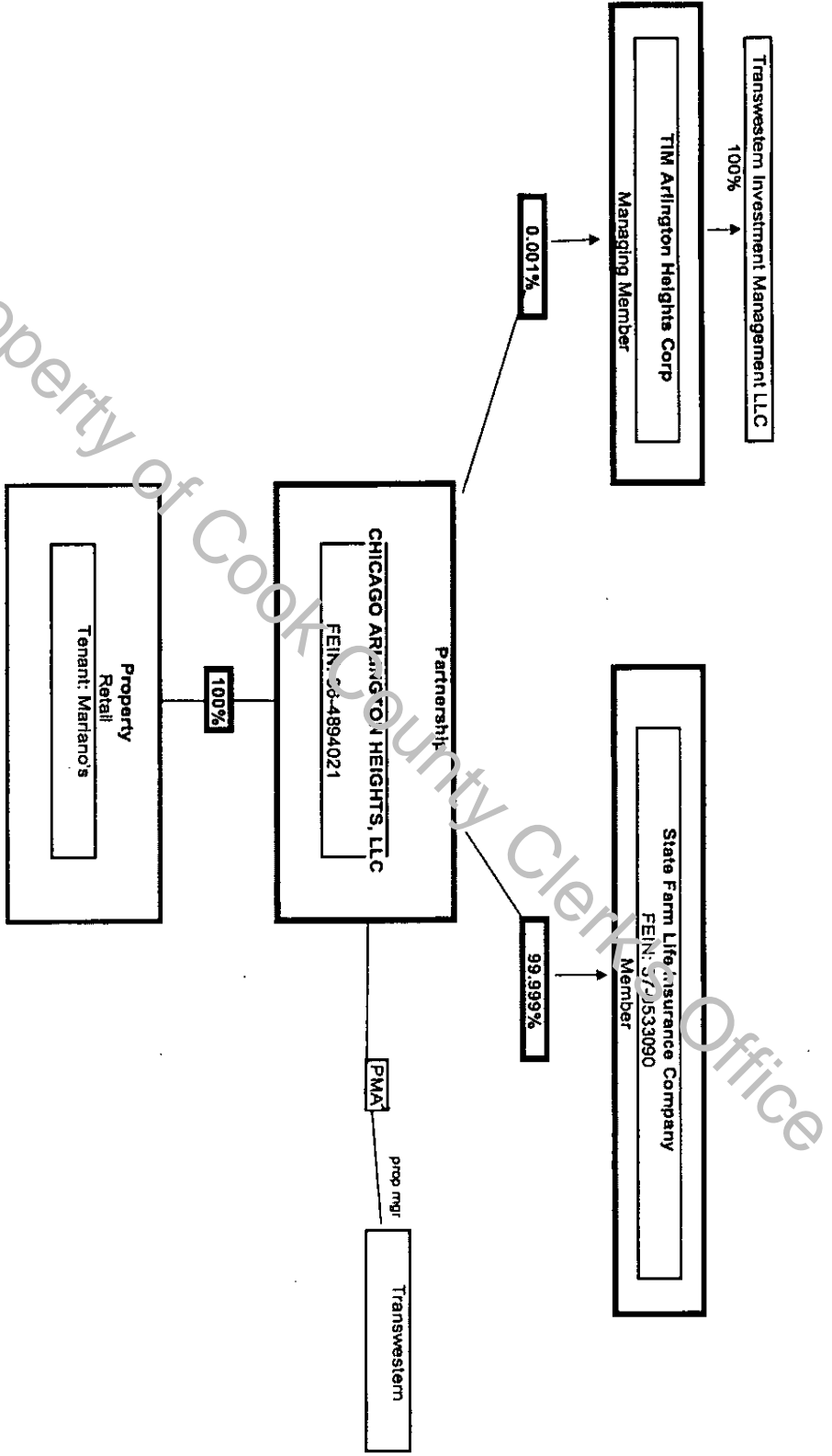
COOK COUNTY
RECORDER OF DEEDS

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COOK COUNTY
RECORDER OF DEEDS

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ARLINGTON HEIGHTS MARIANO'S RE#825



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