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KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 03/25/2022 11:26 AM PG: 1 OF 5

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

SM FINANCE II LLC

(Assignor)

tc

SM FINANCE II HOLDINGS LLC

(Assignee)

Dated: As of March 16, 2022

Property Location:

600 North State Street

Chicago Illinois

County:

Cook County

Tax PIN:

17-09-234-026-000 Vol. 500; 17-09-234-025-000 Vol. 500; 17-09-234-024-000 Vol. 500; 17-09-234-023-000 Vol. 500; 17-09-234-021-000 Vol. 500; 17-09-234-021-000 Vol. 500; 17-09-234-020-000 Vol. 5(0; 17-09-234-019-000 Vol. 500; 17-09-234-018-000 Vol. 500; 17-09-234-017-000 Vol. 500; 17-09-234-016-000 Vol. 500; 17-09-234-015-000 Vol. 500; 17-09-234-014-000 Vol. 500; 17-09-234-013-000 Vol. 500; 17-09-234-012-000 Vol. 500; 17-09-234-011-000 Vol. 500; 17-09-234-010-000 Vol.

500

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

King & Spalding LLP
1185 Avenue of the Americas, 34th Floor
New York, New York 10036
Attention: Christine O'Connell, Esq

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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

As of this 16th day of March, 2022, SM FINANCE II LLC, a Delaware limited liability company, whose address is c/o Square Mile Capital Management LLC, 350 Park Avenue, 15th Floor, New York, New York 10022 ("Assignor"), as the holder of that certain instrument set forth on Exhibit B attached hereto and made a material part hereof (the "Mortgage") and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to SM FINANCE II **HOLDINGS LLC**, a Delaware limited liability company, having an address at c/o Square Mile Capital Management LLC, 350 Park Avenue, 15th Floor, New York, New York 10022 (together with its successors, participants and assigns, "Assignee"), without recourse or warranty, all right, title and interest of Assignor in and to the Mortgage, securing payment of that certain Promissory Note dated as of March 16, 2022 in the maximum principal amount of EIGHTY SEVEN MILLION THREE HUNDRED THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$87,336,000), made STATE STREET VII LLC, a Delaware limited liability company, having its principal place of business at 300 Centerville Road, Suite 300 East, Warwick, Rhode Island 02886 ("Fee Borrower"), at d 3TATE STREET OPERATING VII LLC, a Delaware limited liability company, having its principal place of business at 300 Centerville Road, Suite 300 East, Warwick, Rhode Island 02886 ("Creating Lessee"; together with Fee Borrower, individually and collectively, jointly and severally, "Barrower"), payable to the order of Assignor, and creating a first lien on all of Borrower's right, title and interest in and to the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereonder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

Pursuant to the provisions of Section 275 of the Real Property Law of the State of New York, Assignee is not acting as a nominee of the mortgagor and the Mortgage assigned hereby continues to secure a bona fide obligation.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE ADDENDUM ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

ACKNOWLEDGMENT

STATE OF NEW YORK

) ss.

COUNTY OF NEW YORK)

On the day of March in the year 2022 before me, the undersigned, a notary public in and for said State, personally appeared Brao Conen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[SEAL]

Notary expiration date: 1.2.26

ARIEL JOSEPH BEN-SAU'L
Notary Public, State of New York
No. 02BE6368955
Qualified in Nassau County 2
Commission Expires 01-02-20

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TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

LEGAL DESCRIPTION

PARCEL 1:

ALL THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TAKEN AS A TRACT, LYING EAST OF A LINE DRAWN 188.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 26:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 17 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9 TOGETHER WITH BLOCK 26 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 ALL IN TOWNSHIP 39 NORTH RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NONEXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN USE, AS CREATED BY EASEMENT FOR INGRESS AND EGRESS RECORDED JULY 27, 1988 AS DOCUMENT 88335357.

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TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE

1. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 16, 2022, made by State Street VII LLC, a Delaware limited liability company and State Street Operating VII LLC, a Delaware limited liability company, collectively, as borrower, to SM Finance II LLC, a Delaware limited liability company, as lender, recorded in the Cook County Clerk's Office, State of Illinois, on March 25, 2022, as Instrument No. 22684.22 046

And County Of Cook County Clark's Office