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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/16/2023 12:50 PM PG: 1 OF 11

601 W SOUTH WACKER LLC and 601 SUNSET WACKER LLC, as assignor
(individually and collectively, and jointly and severally, Borrower)

to

BXMT 2020-FL2, LTD.

as Issuer, for the benefit of the Participation A-1 Holder, the Participation A-2 Holder and the Participation A-3 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement
("Note A Lender")

AND

HUSKY FINCO, LLC

a Delaware limited liability company

("Note B Lender") together with Note A Lender, as assignee

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

Dated: As of November 9, 2023

Location: 1 S. Wacker Drive, Illinois

County: Cook

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Julian M. Wise, Esq.

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FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This **FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS** (as amended, restated, supplemented or otherwise modified from time to time, this “**Amendment**”), is made as of November 9, 2023 (the “**Seventh Amendment Effective Date**”), by **601W SOUTH WACKER LLC** and **601 SUNSET WACKER LLC**, each a Delaware limited liability company, having its principal place of business at c/o The 601 West Companies, 601 West 26th Street, Suite 1275, New York, New York 10001, as assignor, (individually and collectively, and jointly and severally, “**Borrower**”) to (i) **BXMT 2020-FL2, LTD.**, as Issuer, for the benefit of the Participation A-1 Holder, the Participation A-2 Holder and the Participation A-3 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement, having an address at c/o MaplesFS Limited, PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1104, Cayman Islands (together with its successors and assigns, the “**Note A Lender**”), and (ii) **HUSKY FINCO, LLC**, a Delaware limited liability company, having an address at c/o Blackstone Mortgage Trust, Inc., 345 Park Avenue, New York, New York 10154 (together with its successors and assigns, the “**Note B Lender**”; and together with Note A Lender, individually or collectively as the context may require, the “**Lender**”) subject in all respects to the “Designated Allocations” under and as defined in the Seventh Amendment (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Loan Agreement (the “**Initial Loan Agreement**”), dated as of December 11, 2018 (the “**Original Closing Date**”), by and between Borrower and **PARLEX 3A FINCO, LLC**, a Delaware limited liability company (“**Original Lender**”), Original Lender made a loan to Borrower (the “**Loan**”) in the aggregate principal amount of up to THREE HUNDRED TEN MILLION AND NO/100 DOLLARS (\$310,000,000.00) (the “**Original Loan Amount**”). The Initial Loan Agreement was previously amended pursuant to that certain (i) First Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of February 19, 2021, among Note A Lender and the Borrower Parties (the “**First Amendment**”), (ii) Extension and Modification Agreement, dated as of December 9, 2021, among Note A Lender and the Borrower Parties (the “**First Extension Agreement**”), (iii) Second Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of August 31, 2022, among Note A Lender and the Borrower Parties (the “**Second Amendment**”), (iv) Third Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of December 9, 2022, among Note A Lender and the Borrower Parties (the “**Third Amendment**”), (v) Fourth Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of March 14, 2023, among Note A Lender and the Borrower Parties (the “**Fourth Amendment**”), and (vi) Fifth Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of May 31, 2023, among Note A Lender and the Borrower Parties (the “**Fifth Amendment**”), and (vii) Sixth Amendment to Loan Agreement and Reaffirmation of Pledge Agreement and Guarantees, dated as of September 29, 2023, among Note A Lender and the Borrower Parties (the “**Sixth Amendment**”, and together with the First Amendment, the First Extension Agreement, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, collectively, the “**Initial Loan Amendments**”). The Initial Loan Agreement as amended by the Initial Loan Amendments shall be referred to collectively as the “**Original Loan Agreement**”.

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B. The Loan is (i) evidenced by that certain Promissory Note, dated as of December 11, 2018, in the maximum principal amount of the Original Loan Amount, by Borrower in favor of Original Lender (the "**Original Note**"), and (ii) secured by, inter alia, (x) the Security Instrument (as defined in the Loan Agreement (as hereinafter defined)), and (y) that certain Assignment of Leases and Rents, dated as of December 11, 2018, by Borrower to Original Lender and recorded in the Cook County Recorder of Deeds of the State of Illinois on December 13, 2018 as Document No. 1834733104 (the "**Original Assignment of Leases**"). Prior hereto, Original Lender assigned all of its right, title and interest in and to the Loan and the Original Loan Documents (as defined in the Loan Agreement) to Note A Lender, including the assignment of the Original Assignment of Leases to Note A Lender pursuant to that certain Assignment of Assignment of Leases, dated as of February 19, 2020 and recorded in the Cook County Recorder of Deeds of the State of Illinois on March 4, 2020 as Document No. 2006417066

C. Subject to and in accordance with that certain Seventh Amendment to Loan Agreement and Reaffirmation of Pledge Documents and Guarantees, dated as of the Seventh Amendment Effective Date, by and among Lender and the Borrower Parties (the "**Seventh Loan Amendment**"; and together with the Initial Loan Amendments, collectively, the "**Existing Loan Amendments**"), (i) Note A Lender and the Borrower Parties have agreed to amend the Original Assignment of Leases and the other Original Loan Documents in the manner hereinafter set forth to reflect that, from and after the Seventh Amendment Effective Date, Note A Lender and Note B Lender shall collectively constitute the "Lender" as such term is defined in the Original Assignment of Leases and the other Original Loan Documents, subject to the designation of Note A Lender as the Lead Lender (as defined in the Loan Agreement), (ii) in connection with adding Note B Lender as a co-Lender and subject to and in accordance with the provisions of the Note, Borrower has obtained additional financing from Note B Lender to increase the maximum amount of the Loan (the "**Upsize**") by FORTY-SIX MILLION AND NO/100 DOLLARS (\$46,000,000.00) (the "**Upsize Amount**"), such that, after giving effect to the Upsize, the aggregate amount of the Loan shall be up to THREE HUNDRED FIFTY SIXTY MILLION AND NO/100 DOLLARS (\$356,000,000.00) (the "**Upsize Loan Amount**"), but in all cases subject to the Designated Allocations (as defined in the Seventh Amendment), (iii) the Original Note was amended and restated in its entirety pursuant to that certain Amended and Restated Promissory Note, dated as of the Seventh Amendment Effective Date, in the principal amount of up to the Upsize Loan Amount, made by Borrower in favor of Lender (the "**Amended and Restated Note**"), but in all cases subject to the Designated Allocations, and (iv) immediately following the execution and delivery of the Amended and Restated Note, the Amended and Restated Note was split into, and replaced in its entirety, by the following (collectively, the "**Replacement Notes**"): (x) that certain Replacement Promissory Note A, dated as of the Seventh Amendment Effective Date, in the principal amount of up to TWO HUNDRED EIGHTY-NINE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED THIRTY-SIX AND 43/100 DOLLARS (\$289,429,936.43), made by Borrower in favor of Note A Lender, and (y) that certain Replacement Promissory Note B, dated as of the Seventh Amendment Effective Date, in the principal amount of up to SIXTY-SIX MILLION FIVE HUNDRED SEVENTY THOUSAND SIXTY THREE AND 57/100 DOLLARS (\$66,570,063.57), made by Borrower in favor of Note B Lender.

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D. The Original Loan Agreement as modified by the Seventh Loan Amendment, and as the same may be further amended, supplemented, restated, replaced or otherwise modified from time to time, shall be referred to as the “**Loan Agreement**”. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement. (For the avoidance of doubt, any references in this Amendment to any Sections or Articles of the Loan Agreement shall be deemed to refer to such Sections or Articles as set forth in the Initial Loan Agreement, as amended by the Existing Loan Amendments, as applicable.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby amend the Original Assignment of Leases as follows:

1. **Upsize**. It is acknowledged and agreed that in accordance with the Seventh Loan Amendment and subject to the Designated Allocations, as of the Seventh Amendment Effective Date, the Original Loan Amount has been increased by the Upsize Amount to the Upsize Loan Amount.

2. **Modifications to Certain References**. From and after the Seventh Amendment Effective Date, the Original Assignment of Leases shall be revised as follows:

(a) **Loan**. All references to the “Loan” shall be deemed to refer to the Loan as increased from the Original Loan Amount to the Upsize Loan Amount pursuant to the Seventh Omnibus Amendment and subject to the Designated Allocations.

(b) **Assignment**. All references to the “Assignment” shall mean the Original Assignment of Leases, as amended by this Amendment, and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

(c) **Loan Agreement**. All references to the “Loan Agreement” shall mean the Loan Agreement (as defined in the Recitals hereto), as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

(d) **Note**. All references to the “Note” shall mean the Replacement Notes, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

(e) **Loan Document**. All references to any Loan Document shall mean such Loan Document, in each case, as amended by the Seventh Loan Amendment and as each such Loan Document may be further amended, restated, replaced, supplemented or otherwise modified from time to time. All references to the “Loan Documents” shall mean, collectively, the Original Loan Documents, the Seventh Loan Amendment, this Amendment and all other documents executed in connection with the Loan, in each case, as amended or otherwise modified by the Seventh Loan Amendment and as each of the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

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3. **Full Force and Effect.** Except as expressly set forth in this Amendment, all of the terms and provisions of the Original Assignment of Leases shall remain unmodified and in full force and effect.

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Property
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387
Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower has executed this Amendment the day and year first above written.

BORROWER:

60LSUNSET WACKER LLC;
a Delaware limited liability company

By: _____

Name: Mark Karasick

Title: Managing Director

601W SOUTH WACKER LLC,
a Delaware limited liability company

By: _____

Name: Mark Karasick

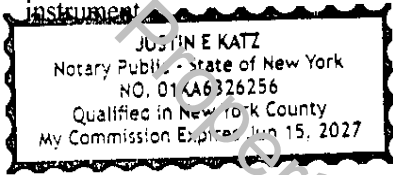
Title: Managing Director

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STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

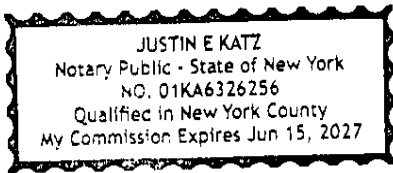
On the 10th day of November in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Karasick, the Managing Director of **601 SUNSET WACKER LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



but kg
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On the 10th day of November in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Karasick, the Managing Director of **601W SOUTH WACKER LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




but kg
Notary Public

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NOTE A LENDER:

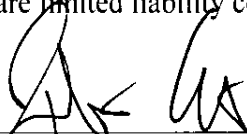
BXMT 2020-FL2, LTD., AS ISSUER, for the benefit of the Participation A-1 Holder, the Participation A-2 Holder and the Participation A-3 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement

By: CT Investment Management Co., LLC, as Special Servicer

By: 
Name: Robert J. Sitman
Title: Authorized Signatory

NOTE B LENDER:

HUSKY FINCO, LLC,
a Delaware limited liability company

By: 
Name: Robert J. Sitman
Title: Authorized Signatory

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STATE OF New York)
) ss.:
COUNTY OF New York)

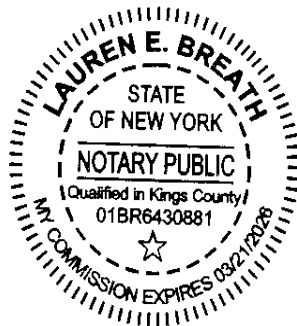
On the 2nd day of November in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Sitman, the Authorized Signatory of **BXMT 2020-FL2, LTD.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren Breath
Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 2nd day of November in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Sitman, the Authorized Signatory of **HUSKY FINCO, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren Breath
Notary Public



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EXHIBIT A

[LEGAL DESCRIPTION]

PARCEL 1:

THE WEST HALF OF LOT 3 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST HALF OF THE EAST HALF OF LOT 3 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 IN SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 2, 3 AND 4 IN SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 5, 6, 7 AND 8 IN SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE "EAST-WEST" VACATED ALLEY LYING NORTH AND ADJOINING LOT 5 AND LYING SOUTH AND ADJOINING LOTS 1 TO 4 SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
BEING THE SAME PREMISES DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 TOGETHER WITH THE VACATED ALLEY, 10.80 FEET WIDE, LYING BETWEEN THE ADJOINING SAID LOTS 1, 2, 3 AND 4, AND SAID LOT 5, ALL IN THE SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (WHICH LOTS AND VACATED ALLEY TAKEN AS A WHOLE, MAY BE DESCRIBED AS LOT 1, EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY, IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID); ALSO LOT 2 (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THE WEST HALF AND THE WEST HALF OF THE EAST HALF OF LOT 3 (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN

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SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-16-201-001, 17-16-201-002, 17-16-201-003, 17-16-201-004, 17-16-201-005, 17-16-201-006

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CHICAGO, IL 60602-1387

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