REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement") is made and entered into as of April 1, 2013 by and among Market Tower Partners, LLC, a Delaware limited liability company ("MTP"), and each of the parties list on Schedule A attached hereto (each a "TIC Principal").

WHEREAS, Sovereign Strategic Mortgage Fund, LLC, a California limited liability company ("SSMF") has made a loan in the principal amount of up to $7,600,000 to MTP (the "LOC Loan").

WHEREAS, MTP will utilize the proceeds of the LOC Loan to (i) obtain a letter of credit from Coronado Bank (the "LOC") as required pursuant to that certain lease by and between the tenant in common owners of the Market Tower Partners (and as set forth on Schedule A hereto) (the "TIC SPEs") office building located in Philadelphia, Pennsylvania (the "Project") and Beneficial Bank, N.A. (the "Beneficial Bank Lease"), (ii) pay certain costs and expenses related to the LOC including points and fees charged by Coronado Bank related to the initial issuance and all draws made thereon, (iii) pay certain other costs related to the Beneficial Bank Lease including, without limitation, leasing commissions, (iv) pay accrued interest on the LOC Loan and (v) pay transaction expenses related to the LOC Loan and the Beneficial Bank Lease including attorneys' fees and other costs (collectively, the "LOC Loan Uses").

WHEREAS, each TIC Principal and TIC SPE (each of which is owned by a TIC Principal) agrees that the LOC Loan is being made for the benefit of the TIC Principals and the TIC SPEs and each of the TIC Principals agree that the TIC Principals shall have the obligation to pay to MTP their pro rata portion of the LOC Loan Uses.

NOWTHEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Obligation to Pay. The LOC Loan has been made by SSMF to MTP. Pursuant to the terms of the LOC Loan, MTP has the right to use the proceeds of the LOC Loan to pay the LOC Loan Uses, in the sole discretion of MTP, up to the aggregate amount of the LOC Loan ($7,600,000). The LOC Loan accrues interest on amounts drawn at a rate of 15% per annum. MTP will utilize amounts drawn on the LOC Loan to fund landlord's obligations pursuant to the Beneficial Bank Lease and pay costs and expenses associated with the Beneficial Bank Lease. Each TIC Principal shall be responsible for paying to MTP an amount equal to the total LOC Loan Uses multiplied by the related TIC SPE's undivided percentage ownership in the Project (as set forth on Schedule A hereto) (the "TIC Obligated Amount").

2. Terms of Payment. The TIC Obligated Amounts shall accrue and shall be payable by each TIC Principal at the earlier of (i) the sale of the Project by the TICs or (ii) 6 months from the date hereof. In the event that any TIC Principal does not pay any TIC Obligated Amount owed by such TIC Principal when due, penalty interest on such amounts shall accrue at a rate of 10% per annum until the unpaid TIC Obligated Amount has been satisfied. In the event that TIC Principal makes a payment for any portion of its TIC Obligated Amount, such amounts will be treated as a capital contribution to their applicable TIC SPE.

3. Non-Recourse Obligation; Pledge. The obligations of the TIC Principals are secured by a Pledge and Security Agreement of even date herewith (the "Security Agreement") and are nonrecourse to the TIC Principals. If it becomes necessary to enforce the collection of the obligations of the TIC Principals under this Agreement, or to foreclose the lien of the Security Agreement given as security therefor, MTP agrees to look solely to the property that is subject to the lien of the Security Agreement

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for the satisfaction of its legal or equitable remedies. MTP further agrees that in any action or proceeding brought on this Agreement or under the Security Agreement, MTP will seek no deficiency or other money judgment against the TIC Principals and the TIC Principals shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of MTP. Notwithstanding the above, if a TIC Principal or TIC SPE (i) commits fraud with respect to this Agreement or the Project or (ii) (a) makes a general assignment for the benefit of creditors, (b) files any voluntary petition in bankruptcy or suffers the filing of an involuntary petition by TIC Principal's or the TIC SPE's creditors, (c) suffers the appointment of a receiver to take possession of all or substantially all of TIC Principal's or the TIC SPE's assets, (d) suffers the attachment or other judicial seizure of all, or substantially all, of TIC Principal's or the TIC SPE's assets, (e) admits in writing its inability to pay its debts as they come due, (f) makes an offer of settlement, extension or composition to its creditors generally, or (g) takes any action for the purpose of authorizing, consenting to or effecting the Project, the applicable TIC Principal shall be personally liable to MTP for its TIC Obligated Amount.

4. Cost to Collect Amounts Due. Each TIC Principal shall pay all fees and expenses, including, without limitation, attorneys' fees and costs, incurred by MTP in the enforcement or attempt to enforce any of such TIC Principal's obligations hereunder not performed when due. Such obligation shall be made by each TIC Principal on an individual and not joint and several basis.

5. Acknowledgement by TIC Principals. Each of the TIC Principals and TIC SPEs acknowledge that, MTP shall have the right, in its sole discretion, to repay any amounts under the LOC Loan at any time. In such event the TIC Obligated Amount for each TIC Principal will be reduced by such TIC Principal's pro rata portion of the reduced amount of the LOC Loan.

6. Representations and Warranties of TIC Principals. Each TIC Principal and TIC SPE, on their own behalf, represents and warrants to MTP as follows:

6.1 Authority; Enforceability. This Agreement has been duly executed and delivered by TIC Principal and TIC SPE and constitutes a legal, valid and binding obligation of TIC Principal and TIC SPE, enforceable against each in accordance with its terms.

6.2 Ownership. TIC Principal is the owner, beneficially and of record of, and has good, marketable and unencumbered title to, the membership interest of the TIC SPE, and such membership interest is free and clear of any liens, encumbrances, conditions, claims or rights or interests of any other person or entity. TIC Principal has not pledged, assigned or otherwise transferred any portion of its membership interest in the applicable TIC SPE and has not granted any person or entity any right, option or power to acquire or vote all or any part of the membership interest of the TIC SPE.

6.3 Bankruptcy. Neither TIC Principal nor TIC SPE has, has no intention of or actually will (a) made or make a general assignment for the benefit of creditors, (b) filed or file any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by TIC Principal's or the TIC SPE's creditors, (c) suffered or suffer the appointment of a receiver to take possession of all or substantially all of TIC Principal's or the TIC SPE's assets, (d) suffered or suffer the attachment or other judicial seizure of all, or substantially all, of TIC Principal's or the TIC SPE's assets. (e) admitted or admit in writing its inability to pay its debts as they come due, (f) made or make an offer of settlement, extension or composition to its creditors generally, or (g) taken or take any action for the purpose of authorizing, consenting to or effecting the Project.

7. Agreement to Sell Property. In the event that the merger of all of the TIC SPEs into MTP has not occurred on or before May 1, 2013, each TIC Principal and TIC SPE hereby authorize Daymark Properties Realty, Inc. to list the Project for sale. The sale of the Project will be approved by the TIC

SPEs pursuant to the terms of that certain Tenant in Common Agreement by and between the TIC SPEs related to the Project.

8. Termination. In the event that the TIC SPEs merge into MTP, each TIC Principal shall contribute the obligations of the TIC Principals under this Agreement (including, without limitation, the obligation to pay any TIC Obligated Amount) to their related applicable TIC SPE and MTP will assume the obligations of the TIC Principals (as assigned to the TIC entities). At such time, this Agreement and the Security Agreement shall automatically terminate and be of no further force or effect.

9. Miscellaneous.

9.1 Severability. If any provision of this Agreement shall be declared illegal, invalid, or unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Agreement (to the extent permitted by law) and in any event such illegality, invalidity or unenforceability shall not affect the remainder hereof.

9.2 Amendment. This Agreement may not be amended except pursuant to a written agreement executed by the parties against whom such amendment is sought to be enforced. No provision hereof may be waived except pursuant to a written agreement executed by the party against whom such waiver is sought to be enforced, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

9.3 Notices. Any notice to be given or other document or payment to be delivered by any party to any other party hereunder shall be addressed to the party for whom intended, as follows:

To MTP at:

750 B Street, Suite 2620
San Diego, CA 92101
Attn: Todd A. Mikles

To a TIC Principal or TIC Entity at the address set forth on Schedule A.

Any party hereto may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, or (ii) as of the third business day after mailing by United States mail, with postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery system.

9.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.5 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the undersigned have set their hands to this Agreement as of the date first set forth in the preamble.

MTP.

Market Tower Partners, LLC, a Delaware limited liability company

By: Sovereign Market Tower Manager, LLC, a Delaware limited liability company, its Manager

By: _____
Todd A. Mikles, President

TIC SPE

NNN 1818 Market Street 16, LLC, a Delaware limited liability company

By: _____
Gabor Csupo, as a married man as his sole and separate property, its Sole Member

TIC Principal.

_____
Gabor Csupo as a married man as his sole and separate property

PLEDGE AND SECURITY AGREEMENT

This Pledge and Security Agreement ("Pledge") is made as of April 1, 2013 by and between Market Tower Partners, LLC, a Delaware limited liability company ("MTP") and Gabor Csupo, as a married man as his sole and separate property (the "TIC Principal"), pursuant to that certain Reimbursement Agreement of even date herewith (the "Reimbursement Agreement").

1. Pledge. As collateral security for the prompt payment in full when due (whether at stated due date or otherwise) of the obligations of the TIC Principal under the Reimbursement Agreement, TIC Principal hereby pledges and grants to MTP, as hereinafter provided, a first priority security interest in 49% of Borrower's membership interest in NNN 1818 Market Street 16, LLC, a Delaware limited liability company, together with the certificates (if any) evidencing the same and any proceeds or distributions on such membership interests (the "Pledged Interests"), which owns an undivided interest in that certain office property located at 1818 Market Street, Philadelphia, Pennsylvania (the "Property").

2. Documentation. TIC Principal hereby authorizes MTP to file a UCC Financing Statement with respect to the Pledged Interests in the applicable jurisdiction and to take any and all actions required to perfect a security interest in the Pledged Interest. TIC Principal represents and warrants to MTP that upon filing in the applicable state and after taking such other action as may be necessary to perfect its security interest, MTP shall obtain a valid and perfected first priority security interest in the Pledged Interests. TIC Principal agrees to deliver any other document or instrument which MTP may reasonably request with respect to the Pledged Interests for the purposes of obtaining or preserving the full benefits of this Pledge and of the rights and powers herein granted. TIC Principal warrants to MTP that the Pledged Interest is not certificated and covenants that in the event of the Pledged Interest becomes certificated, the TIC Principal shall immediately deliver such certificate to MTP to be held as security hereunder.

3. Rights in Pledged Interest. So long as no written notice has been provided under Section 4 with respect to a default or breach, TIC Principal shall have the right to exercise, retain and hold all of their rights with respect to the Pledged Interest, including the right to exercise any and all voting rights, the right to receive distributions on the Pledged Interests and other rights relating to the Pledged Interest; and MTP shall execute and deliver to TIC Principal or cause to be executed and delivered to TIC Principal all such proxies, powers of attorney, distribution and other orders, and all such instruments, without recourse, as TIC Principal may reasonably request for the purpose of enabling Borrower to exercise the rights and powers which it is entitled to exercise pursuant to this Section 3. Notwithstanding the foregoing, or anything else contained herein or in the Reimbursement Agreement, TIC Principal may not transfer, sell, dispose of or make any assignment of the Pledged Interest or any right, title or interest therein without first obtaining the prior written consent of MTP, which consent may be withheld without cause and at the sole discretion of MTP.

4. Event of Default. If any default or breach under the Reimbursement Agreement shall have occurred, then upon written notice to TIC Principal by MTP, so long as such default or breach shall continue, and whether or not MTP exercises any available right or seeks or pursues any other relief or remedy available to it under applicable law, the Reimbursement Agreement or this Pledge, (i) all distributions on the Pledged Interest shall be paid directly to MTP for application to TIC Principal's obligations under the Reimbursement Agreement pursuant to the terms hereof, (ii) if MTP shall so request in writing, TIC Principal agrees to execute and deliver to MTP appropriate distribution and other orders and documents to that end and (iii) TIC Principal shall direct the entities in which the Pledged Interest is a membership interest, for so long as such default or breach is continuing, to pay all such distributions on the Pledged Interest directly to MTP for application to the obligations of TIC Principal under the Reimbursement Agreement. While such default or breach is continuing, MTP shall have all of the rights

and remedies with respect to the Pledged Interest of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Interest as if MTP were the sole and absolute owner thereof (and TIC Principal agrees to take all such action as may be appropriate to give effect to such right).

5. Termination. Upon the payment in full of the TIC Principal's obligations under the Reimbursement Agreement or termination of the Reimbursement Agreement as set forth therein, the security interest created hereby in the Pledged Interest shall terminate. In the event that the TIC Principal's obligations under the Reimbursement Agreement shall have been paid in full, MTP shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever (except that MTP has not sold, created or suffered to exist thereon any lien, security interest or encumbrance in favor of any third party which continues in effect) any respective remaining Pledged Interest and money received in respect thereof, to or on the order of the TIC Principal.

6. Power of Attorney. TIC Principal hereby irrevocably constitutes and appoints MTP as its true and lawful attorney, with full power of substitution, in its place and stead and in its name, at any time or times, in the discretion of MTP, to take any action and to execute any instrument or document which MTP may deem necessary or advisable to accomplish the purposes of this Pledge which TIC Principal fails to take or fails to execute within five (5) Business Days of MTP's reasonable request therefor. This power of attorney is coupled with an interest and is irrevocable.

7. Relationship of the Parties. Nothing contained in this Pledge shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture, co-ownership or fiduciary relationship between or among MTP, TIC Principal, or any other Person.

8. Miscellaneous. No provision of this Pledge or MTP's rights hereunder can be waived or modified, nor can TIC Principal be released from its obligations hereunder, except by a writing executed by MTP. No such waiver shall be applicable except in the specific instance for which given. No delay or failure by MTP to exercise any right or remedy against TIC Principal will be construed as a waiver of that right or remedy. All remedies of MTP against TIC Principal are cumulative. The invalidity or unenforceability of any one or more provisions of this Pledge will not affect the validity or enforceability of any other provision. This Pledge shall be governed by and construed under the internal laws of the State of California. The provisions of this Pledge will bind and benefit the heirs, executors, administrators, legal representatives, successors and assigns of each of TIC Principal and MTP. The term "TIC Principal" will mean both TIC Principal and any other person or entity at any time assuming or otherwise becoming primarily liable for all or any part of TIC Principal's obligations under the Reimbursement Agreement. This Pledge constitutes the entire agreement between each of TIC Principal and MTP with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations and understandings. The agreements of the parties hereto are intended to benefit MTP and its respective successors and assigns. To the extent that there is any conflict between the terms and conditions of this Pledge and the Reimbursement Agreement, the terms and conditions of the Reimbursement Agreement shall control and be binding upon the parties.

MTP:

Market Tower Partners, LLC, a Delaware limited liability company

By: Sovereign Market Tower Manager, LLC, a Delaware limited liability company, its Manager

By:_____
Todd A. Mikles, President

TIC Principal:

_____

Gabor Csupo, as a married man as his sole and separate property