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**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Hinshaw & Culbertson LLP
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601-1081
Attn: Stephen H. Malato, Esq.

Genworth Loan No. 901000863 and
Genworth Loan No.: 901001087

Doc#: 1534822009 Fee: \$70.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/14/2015 09:13 AM Pg: 1 of 17

Above Space for Recorder's Use Only

FIRST LOAN MODIFICATION AND PARTIAL ASSUMPTION AGREEMENT

THIS FIRST LOAN MODIFICATION AND PARTIAL ASSUMPTION AGREEMENT ("First Modification Agreement") is dated as of December 1, 2015, and is made by GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Virginia corporation ("Lender"), BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company ("Berwyn"), BERWYN GATEWAY PARTNERS IV, LLC, an Illinois limited liability company ("Berwyn IV") (Berwyn and Berwyn IV are together the "Original Borrower"), and J.P.S. OAK STREET, LLC, an Ohio limited liability company (the "New Borrower").

RECITALS

A. Original Loan Documents. On or about November 24, 2014, Lender made a loan ("Original Loan") to Original Borrower in the principal sum of Six Million Seven Hundred Thousand Dollars and No Cents (\$6,700,000.00). The Original Loan was evidenced by the following documents (collectively, the "Original Loan Documents"):

1. Promissory Note dated November 24, 2014 (the "Original Note") in the Original Loan amount.
2. Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Original Mortgage") dated November 24, 2014, recorded on December 4, 2014, in Cook County, Illinois, as Instrument No. 1433833002, Official Records, and encumbering the property ("Property") legally described on the attached Exhibit A.

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1312 2234 20980059

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3. The other documents identified on Exhibit B attached hereto and made a part hereof ("Other Loan Documents," which, together with the Original Note and Original Mortgage are herein referred to as the "Original Loan Documents").

B. Gateway IV is the fee title owner of that part of the Property identified as "Parcel 1" on Exhibit A and Gateway is the fee title owner of that part of the Property identified as "Parcel 2" on Exhibit A.

C. Pursuant to that certain Purchase and Sale Agreement, executed by New Borrower on September 4 and executed by Gateway IV on September 6, 2015, as amended by First Amendment to Purchase and Sale Agreement dated October 8, 2015, Gateway IV has agreed to sell and New Borrower has agreed to purchase Parcel 1.

D. Original Borrower has asked Lender to:

1. Divide the Original Loan into two parts:

a. One in the amount of One Million Four Hundred Fifty Thousand (\$1,450,000.00) (the "Assumed Loan"), the repayment of which shall be assumed by New Borrower;

b. One in the amount of Five Million One Hundred Eight Thousand Eight Hundred Eighty-Six and 82/100 (\$5,108,886.82) (the "Remaining Original Loan") which shall remain the obligation of Gateway.

2. Divide the Original Loan Documents into two parts:

a. One set of which shall affect Parcel 1 which shall secure the payment of the Assumed Loan (the "New Loan Documents"); and

b. One set of which shall affect Parcel 2 which shall secure the payment of the Remaining Original Loan.

Lender is willing to agree to Original Borrower's requests, but on the terms and conditions set forth in this First Modification Agreement.

A G R E E M E N T

THEREFORE, the parties agree as follows:

A. Regarding the Transfer:

1. New Borrower's Acknowledgment of Original Loan Documents and New Loan Documents. New Borrower acknowledges that it is fully familiar with the terms of the Original Loan Documents and the terms of the "New Loan Documents" (as such term is hereafter defined) and that the New Loan Documents, together with this First Modification Agreement, express the entire understanding of the parties regarding the Assumed Loan.

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2. New Borrower's Partial Assumption of Loan Obligations. From and after the "Modification Date" (as such term is hereinafter defined), New Borrower assumes and agrees to perform all of the Original Borrower's obligations under the Original Loan Documents (as amended and restated by the New Loan Documents) which relate to the Assumed Loan and Parcel 1. Without limiting the foregoing general assumption, New Borrower specifically assumes and agrees to be liable for the "Non-Recourse Exceptions" (as such term is defined in the Amended and Restated New Note) from and after the Modification Date. The personal liability of each person having liability pursuant to the New Loan Documents shall be joint and several with respect to all such Assumed Loan obligations. Notwithstanding anything to the contrary, New Borrower shall be liable to Lender pursuant to the New Loan Documents for all matters relating to Parcel 1, such as environmental matters, regardless of the possibility that the events which may give rise to such liability occurred prior to the Modification Date

3. Consent to Conveyance.

(a) Lender consents to the transfer of Parcel 1 of the Property to the New Borrower and agrees that such transfer does not constitute a default under the Original Mortgage.

(b) Original Borrower and New Borrower agree that Lender's consent to the transfer of Parcel 1 of the Property does not constitute a waiver of the provisions of paragraph 4.1 of the Original Mortgage or a waiver of the provisions of Paragraph 4.1 of the Amended and Restated Mortgage and that all further sales, conveyances, encumbrances and transfers of Parcel 1 and Parcel 2 of the Property shall be subject to Paragraph 4.1 of the Amended and Restated Mortgage and Paragraph 4.1 of the Original Mortgage, respectively.

B. Regarding the Modification:

1. Modifications to the Original Mortgage and the Original Loan Documents. The Original Loan Documents are hereby modified and amended as follows:

(a) Present Balance of Original Loan. The principal balance of the Original Loan, after application of the November 1, 2015 payment of principal and interest, is Six Million Five Hundred Fifty-Eight Thousand Eight Hundred Eighty-Six and 82/100 Dollars (\$6,558,886.82).

(b) Division of Original Loan. The Original Loan is hereby divided into the Remaining Original Loan and the Assumed Loan.

(c) Original Loan Documents as They Relate to Parcel 1. From and after the Modification Date, the Original Loan Documents, as they relate to Parcel 1, shall be modified as follows:

(i) The Loan Number for the New Loan is changed to 901001087.

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(ii) The Assumed Loan shall be evidenced by an Amended and Restated Promissory Note in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), of even date herewith executed by New Borrower and payable to Lender (the "Amended and Restated New Note") and the Assumed Loan shall be paid in accordance with the terms thereof.

(iii) The Original Loan Documents shall not affect Parcel 1.

(iv) The New Loan Documents shall be the only documents which evidence and secure the Assumed Loan and affect Parcel 1.

(d) Original Loan Documents as They Relate to Parcel 2. From and after the Modification Date, the Original Loan Documents, as they relate to Parcel 2, shall be modified as follows:

(i) The Remaining Original Loan shall be evidenced by an Amended and Restated Promissory Note in the amount of Five Million One Hundred Eight Thousand Eight Hundred Eighty-Six and 82/100 Dollars (\$5,108,886.82), of even date herewith executed by Berwyn and payable to Lender (the "Amended and Restated Original Note") and the Remaining Original Loan shall be paid in accordance with the terms thereof;

(ii) Original Borrower shall not be liable for the payment of the Assumed Loan;

(iii) The Original Mortgage shall not affect Parcel 1, shall only affect Parcel 2 and shall only secure the Remaining Original Loan, as evidenced by the Amended and Restated Original Note; and

(iv) The Subordination, Non-Disturbance and Attornment Agreement executed by Oak Street Health MSO, LLC and others and recorded with the Cook County Recorder as Document No. 143383005 shall remain in full force and effect and shall be binding upon New Borrower in the same manner as if New Borrower was an original party thereto.

C. Regarding General Matters:

1. Lender's Expenses. Borrower shall pay all of Lender's reasonable legal and administrative expenses in connection with this First Modification Agreement, all as more particularly specified that certain Loan Modification Application dated October 7, 2015, executed by Original Borrower and New Borrower in that certain letter agreement dated November 9, 2015, executed by Lender, Original Borrower and New Lender and (together the "Loan Application").

2. Conditions. This First Modification Agreement is effective only when all of the following conditions are satisfied on or before the Commitment Expiration Date under the Loan Application, or as such may be duly extended in writing by Lender, time being of the essence

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and the date of the satisfaction of the following conditions shall be referred to as the "Modification Date":

(a) A deed conveying to New Borrower fee title to Parcel 1 of the Property has been recorded in the land records of Cook County, Illinois.

(b) A UCC Amendment Statement naming New Borrower as debtor and in a form acceptable to Lender has been filed with the Secretary of State of Delaware and the Cook County recorder (the "New UCCs").

(c) Dorothy M. Sedlak ("New Guarantor") has executed an Unconditional Guaranty of New Borrower's obligations under the New Loan Documents, which Guaranty shall be acceptable to Lender ("New Guaranty").

(d) New Borrower and New Guarantor have executed an Environmental Indemnity ("New Environmental Indemnity") relating to Parcel 1 acceptable to Lender.

(e) New Borrower has executed the Amended and Restated New Note and all of the other New Loan Documents identified on Exhibit C attached hereto.

(f) The property manager employed by New Borrower to manage Parcel 1 has executed an amendment to its agreement subordinating any property manager's lien to the lien of the Amended and Restated Mortgage ("New Amendment to Management Agreement").

(g) This First Modification Agreement has been duly executed and recorded in the land records of Cook County, Illinois.

(h) A title insurance policy, or endorsement to Lender's existing title policy, in all respects acceptable to Lender, has been issued by Chicago Title Insurance Company insuring the continued validity and priority of the lien of the Original Mortgage as it relates to Parcel 2 and the validity and priority of the lien of the Amended and Restated Mortgage as it relates to Parcel 1. There shall be no exceptions to title other than leases and other matters acceptable to Lender.

(i) All of Lender's expenses and fees arising out of this First Modification Agreement, including title endorsement, recording, reasonable attorney's fees, and other out-of-pocket costs have been paid.

(j) There is then no default or event of default under either the Original Loan Documents or the New Loan Documents, nor any event or condition which would be a default or event of default if not cured within the time allowed.

(k) Borrower has paid to Lender the fees specified in the Loan Application.

3. Attorneys' Fees. If Lender seeks the advice of counsel or any suit or action is brought to enforce or interpret the terms of this First Modification Agreement or the Loan

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Documents, Borrower shall pay all of Lender's resulting costs and expenses, including reasonable attorneys' fees. Such fees shall include, without limitation, attorneys' fees incurred at or in preparation for any trial, appeal or review or incurred to assert any defenses, rights or remedies available under federal bankruptcy law.

4. Miscellaneous.

(a) Original Borrower and New Borrower represent and warrant to Lender that they have no existing defenses or claims of offset to payment of the Remaining Original Loan or the New Loan or enforcement of the Original Loan Documents or the New Loan Documents as a result of an act or event occurring on or prior to the date hereof or any other defenses or offsets with respect to Lender's lending of funds to Original Borrower that may exist on or prior to the date hereof. As further consideration for this First Modification Agreement, Original Borrower releases Lender from any and all liability, known or unknown, arising out of any act or circumstance to date with respect to the Loan or any collateral for repayment of the Original Loan.

(b) Each person included within Original Borrower and New Borrower warrant to Lender that they have full right, power and authority to enter into this First Modification Agreement and to perform all its obligations, and that all information and materials submitted by Original Borrower and New Borrower to Lender in connection with the request for this modification (specifically excluding any reports, summaries or similar materials (other than accounting materials prepared by Original Borrower's and New Borrower's accountant) prepared by third party service providers) contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

(c) This document constitutes the entire First Modification Agreement with respect to the modification of the Original Loan and shall not be amended, modified or terminated except by a writing signed by the party to be changed therewith.

(d) This First Modification Agreement shall universally modify the Original Loan Documents. Except as provided in this First Modification Agreement and the documents executed and delivered pursuant thereto, the terms of the Original Loan Documents remain in full effect and are ratified. This First Modification Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Original Mortgage or the other Original Loan Documents.

(e) This First Modification Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

(f) This First Modification Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument.

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(g) Any notices, consent or other communication to be given pursuant to the terms and provisions of the Original Loan Documents under shall be in writing and shall be served either personally (by a same-day courier service) or by "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage paid, return receipt requested (which shall be deemed received three (3) business days following the postmark date thereof). All such notices, consents or other communications shall be addressed to New Borrower, Agent and Lender at their respective addresses set forth below or to such other addresses as New Borrower, Agent, Lender or other such parties, to whom copies of notices or other communications are to be mailed, may direct in writing:

If to New Borrower:

J.P.S. Oak Street, LLC
c/o Jeff Sedlak
Sedlak Interiors, Inc.
34300 Solon Road
Solon, OH 44139
Fax: (440) 505-0410
Email: jeffsedlak@sedlakinteriors.com

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

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DATED the day and year first above written.

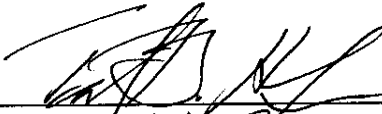
LENDER:

GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY, a Virginia
corporation

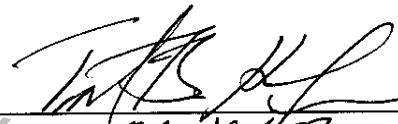
By: _____
Title: _____

ORIGINAL BORROWER:

BERWYN GATEWAY PARTNERS, LLC, an
Illinois limited liability company

By:  _____
Title: MANAGER

BERWYN GATEWAY PARTNERS IV, LLC,
an Illinois limited liability company

By:  _____
Title: MANAGER

NEW BORROWER:

J.P.S. OAK STREET, LLC, an Ohio limited
liability company

By: _____
Title: _____

Property of Cook County Clerk's Office

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DATED the day and year first above written.

LENDER:

GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY, a Virginia
corporation

By: _____
Title: _____

ORIGINAL BORROWER:

BERWYN GATEWAY PARTNERS, LLC, an
Illinois limited liability company

By: _____
Title: _____

BERWYN GATEWAY PARTNERS IV, LLC,
an Illinois limited liability company

By: _____
Title: _____

NEW BORROWER:

J.P.S. OAK STREET, LLC, an Ohio limited
liability company

By: *Dorothy M. Sedlak*
Title: MANAGER

Property of Cook County Clerk's Office

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DATED the day and year first above written.

LENDER:

GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY

By: PCJ Dent
Title: Investment Officer

ORIGINAL BORROWER:

BERWYN GATEWAY PARTNERS, LLC, an
Illinois limited liability company

By: _____
Title: _____

BERWYN GATEWAY PARTNERS IV, LLC,
an Illinois limited liability company

By: _____
Title: _____

NEW BORROWER:

J.P.S. OAK STREET, LLC, an Ohio limited
liability company

By: _____
Title: _____

Property of Cook County Clerk's Office

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STATE OF VIRGINIA)
) SS.
COUNTY OF HENRICO)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that J. Philip Hart, Investment Officer of GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Virginia corporation ("Lender"), 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of November, 2015.

Ronda R. Miles-Crump
Notary Public

My commission expires: 11/31/18
Commission NO. 7063804

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

My commission expires: _____

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STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, _____ of GENWORTH LIFE AND ANNUITY INSURANCE COMPANY, a Delaware corporation ("Lender"), 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

My commission expires: _____

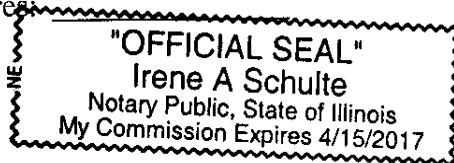
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Mary B. Hayes, personally known to me to be the Manager of BERWYN GATEWAY PARTNERS, LLC, an Illinois limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of November, 2015.

Irene A. Schulte
Notary Public

My commission expires: _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Timothy B. Hagan, personally known to me to be the Manager of BERWYN GATEWAY PARTNERS IV, LLC, an Illinois limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of November, 2015.

Irene A. Schulte
Notary Public



STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of J.P.S. OAK STREET, LLC, an Ohio limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary acts and as the free and voluntary act of New Borrower, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

My commission expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of BERWYN GATEWAY PARTNERS IV, LLC, an Illinois limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Original Borrower, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

My commission expires: _____

STATE OF OH IO)
) SS.
COUNTY OF CUYAHOGA)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that DOROTHY M. SEDLAK personally known to me to be the MANAGER of J.P.S. OAK STREET LLC, an Ohio limited liability company, and 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/she signed and delivered the said instrument as his/her own free and voluntary acts and as the free and voluntary act of New Borrower, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25TH day of NOVEMBER, 2015.

Stanley M. Dorrulla
Notary Public

My commission expires: 4/26/2016

STANLEY M. DORULLA, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires April 26, 2016

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EXHIBIT A

Legal Description

The property which is the subject of this First Loan Modification and Assumption Agreement is situated in the County of Cook, State of Illinois, and is legally described as follows:

PARCEL 1:

LOTS 285, 286, 287 AND 288 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT H, EXCEPT THE WEST 22 FEET THEREOF, AND LOTS 480 THROUGH 492, BOTH INCLUSIVE, AND THE VACATED 16 FOOT ALLEY LYING BETWEEN THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF MAPLE AVENUE LYING NORTH OF THE NORTH LINE OF LOTS 481 THROUGH 491, BOTH INCLUSIVE, AND THE VACATED 20 FOOT ALLEY LYING BETWEEN LOTS 480 AND 492 (EXCEPTION THEREFROM THAT PART THEREOF DESCRIBED IN CONDEMNATION JUDGMENT ORDER ENTERED IN CASE NO 63C1247 AND REGISTERED AS DOCUMENT NO. 22-67-658) ALL IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.30 FEET OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7000-7002 and 7124-7150 Cernak Road, Berwyn, Illinois 60409

Permanent Index Numbers: 16-19-324-012-0000, 16-19-324-023-0000, 16-19-324-028-0000, 16-19-324-029-0000, 16-19-324-030-0000, 16-19-324-031-0000, 16-19-324-032-0000, 16-19-324-033-0000, 16-19-324-034-0000, 16-19-324-038-0000, 16-19-324-048-0000, 16-19-327-034-0000, and 16-19-327-035-0000.

2134 Home Ave, Berwyn, IL 60412
16-19-327-022-0000

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EXHIBIT B

Other Existing Loan Documents

1. Promissory Note;
2. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement;
3. Assignment of Rents and Leases;
4. Two Uniform Commercial Code Financing Statements, one to be recorded with the Recorder of Deeds of Cook County and one to be filed with the Secretary of State of Illinois;
5. Environmental Indemnity;
6. Unconditional Guaranty;
7. Certificate Regarding Leasing for Berwyn Gateway Partners, LLC
8. Certificate Regarding Leasing for Berwyn Gateway Partners IV, LLC;
9. Certificate Regarding Limited Liability Company Documents;
10. A letter from Borrower to Lender relating to the payment of interest; and
11. Subordination, Non-Disturbance and Attornment Agreement with Oak Street Health MSO, LLC (the "MSOSNDA").

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EXHIBIT C

New Loan Documents

1. Amended and Restated Promissory Note;
2. Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement;
3. Amended and Restated Assignment of Rents and Leases;
4. Two Uniform Commercial Code Financing Statements, one to be recorded with the Recorder of Deeds of Cook County and one to be filed with the Secretary of State of Illinois;
5. Environmental Indemnity;
6. Unconditional Guaranty; and
7. Certificate Regarding Limited Liability Company Documents.