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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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Martha Harris, Esq.  
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1722 Routh Street, Suite 1500  
Dallas, TX 75201

Loan No. 07-0004379

TRB Tom Bales

1 of 1

CT-8839782

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT (this "Agreement") dated effective as of May 2, 2016, by and among (i) **CHARLES POB, LLC**, an Illinois limited liability company, **GREENBRIAR LAND, LLC**, an Illinois limited liability company, **8330 NAAB ROAD MOB, LLC**, an Indiana limited liability company, **JES NAAB ROAD, LLC**, an Illinois limited liability company, **MSP NAAB ROAD, LLC**, an Illinois limited liability company, and **RES NAAB ROAD, LLC**, an Illinois limited liability company (individually and collectively, as the context may require, "Borrower"), (ii) **JOHN E. SHAFER, MELISSA S. PIELET, ROBERT E. SMIETANA** and **JOHN O. WILSON** (individually and collectively, as the context may require, "Guarantor") (Borrower and Guarantor herein sometimes called "Borrower Parties" or "Borrower Party", as the context may require), and (iii) **HEALTHCARE FINANCIAL SOLUTIONS, LLC**, a Delaware limited liability company ("HFS")<sup>1</sup>, successor-in-interest to General Electric Capital Corporation, as agent for the Lenders (as such term is defined in the hereinafter described Loan Agreement) under the Loan Agreement (in such capacity, "Administrative Agent") and as a Lender;

WITNESSETH:

WHEREAS, the following documents have previously been executed and delivered by Borrower Parties to Administrative Agent, HFS and/or Lenders relating to a loan (the "Loan") to Borrower in the original principal amount of \$17,500,000, each dated May 2, 2011:

- A. Loan Agreement (the "Loan Agreement");

<sup>1</sup> Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

Box 400

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REVIEW

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B. Promissory Note (the "Note") in the stated principal sum of the Loan payable to the order of HFS;

C. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Charles POB Security Instrument") covering certain real property and personal property located on the land described on Exhibit A attached hereto and made a part hereof and more particularly described therein, recorded at Document No. 1113704100, Office of the Recorder of Deeds, Cook County, Illinois;

D. Assignment of Leases and Rents recorded at Document No. 1113704101, Office of the Recorder of Deeds, Cook County, Illinois;

E. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Greenbriar Security Instrument") covering certain real property and personal property located on the land described on Exhibit B attached hereto and made a part hereof and more particularly described therein, recorded at Document No. R2011-058379, Office of the County Recorder, Dupage County, Illinois;

F. Assignment of Leases and Rents recorded at Document No. R2011-058380, Office of the County Recorder, Dupage County, Illinois;

G. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Naab Road Security Instrument" and, together with the Charles POB Security Instrument and Greenbriar Security Instrument, individually and collectively, as the context may require, the "Security Instrument") covering certain real property and personal property located on the land described on Exhibit C attached hereto and made a part hereof and more particularly described therein, recorded at Document No. A201100044235, Office of the County Recorder, Marion County, Indiana;

H. Assignment of Leases and Rents recorded at Document No. A201100044236, Office of the County Recorder, Marion County, Indiana;

I. Hazardous Materials Indemnity Agreement; and

J. Guaranty of Recourse Obligations;

the instruments described above and all other documents evidencing, securing or otherwise executed in connection with the Loan being herein collectively called the "Loan Documents";

WHEREAS, Borrower has requested that Administrative Agent and Lenders extend the maturity date of the Note, and Administrative Agent and Lenders are willing to do so on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the same definition as set forth in the Loan Agreement. This Agreement constitutes a “**Loan Document**” as such term is defined in the Loan Agreement.

2. **Modification of Loan Agreement.** The Loan Agreement is modified as follows:

(a) The following definitions are added to Section 1.1:

“**Cash Sweep Fund**” has the meaning assigned in Section 8.25.

“**Cash Sweep Project Yield**” means the ratio, expressed as a percentage, of (a) Net Operating Income from the Projects, as reasonably determined by Administrative Agent for a particular period, to (b) the outstanding principal balance of the Loan as of the date of determination minus the amount held in the Cash Sweep Fund.

“**Testing Date**” means each March 31, June 30, September 30 and December 31 during the term of the Loan.

(b) The definitions of “Expenses”, “Loan Documents”, “Monthly Effective Rent”, “Project Yield”, and “Restricted Party” in Section 1.1 are deleted and the following are substituted in lieu thereof:

“**Expenses**” means actual and customary operating expenses related to the Projects on a stabilized accrual basis for the previous twelve (12) month period (as reasonably adjusted by Administrative Agent), including: (i) recurring expenses, (ii) real estate taxes, (iii) management fees (whether paid or not) in an amount not less than four percent (4%) of effective gross income (or the actual management fee paid, if higher), and (iv) a replacement reserve (whether reserved or not) of \$0.25 per rentable square foot.

“**Loan Documents**” means: (a) this Agreement, (b) the Note, (c) the Mortgage, (d) the Assignment of Leases and Rents, (e) Uniform Commercial Code financing statements, (f) such assignments of management agreements, contracts and other rights as may be required under the Term Sheet or otherwise requested by Administrative Agent or the Lenders, (g) the Recourse Guaranty Agreement, (h) any Secured Hedge Agreements, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, (j) any letter of credit provided to Administrative Agent (for itself and on behalf of the Lenders) in connection with the Loan, and (k) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing; provided however, in no event shall the term “Loan Documents” include the Environmental Indemnity Agreement.

“**Monthly Effective Rent**” means an amount equal to (x) total rent due over the remaining term of the leases of all or any portion of the Projects less any payments or concessions remaining to be paid under the leases of all or any

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portion of the Projects which Administrative Agent, in its reasonable discretion, deems to be a rent concession, divided by (y) the total number of months remaining in the term of the leases of all or any portion of the Projects.

“**Project Yield**” means the ratio, expressed as a percentage, of (a) Net Operating Income from the Projects, as reasonably determined by Administrative Agent for a particular period, to (b) the outstanding principal balance of the Loan as of the date of determination.

“**Restricted Party**” means each Borrower, each Guarantor or any shareholder, partner, member or non-member manager of any Borrower or any direct or indirect legal or beneficial owner of any Borrower.

(c) The following is added as Section 1.4:

#### Section 1.4 UCC.

(a) Each Borrower hereby waives any right under the UCC or any other applicable law to receive notice and/or copies of any filed or recorded financing statements, amendments thereto, continuations thereof or termination statements and releases and excuses Administrative Agent and each Lender from any obligation under the UCC or any other applicable law to provide notice or a copy of any such filed or recorded documents.

(b) “UCC” means the Uniform Commercial Code as from time to time in effect in the State of Illinois; provided, however, that, in the event that, by reason of mandatory provisions of any applicable Requirement of Law, any of the attachment, perfection or priority of Administrative Agent’s or any other Lender’s security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of Illinois, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

(d) In clause (i) of Section 2.1(b), the date “May 1, 2015” is deleted and the date “May 1, 2018” is substituted in lieu thereof.

(e) The first sentence of Section 2.2 is deleted and the following is substituted in lieu thereof:

Effective as of May 1, 2016, the outstanding principal balance of the Loan shall bear interest at a rate of interest equal to three and sixty-five one hundredths percent (3.65%) per annum in excess of the Libor Rate (the “**Contract Rate**”).

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(f) The first sentence of Section 2.8(a) is deleted and the following is substituted in lieu thereof:

If any Lender determines that any law, treaty, governmental (or quasi-governmental) rule, regulation, guideline or order regarding capital adequacy, reserve requirements or similar requirements or compliance by such Lender with any request or directive regarding capital adequacy, reserve requirements or similar requirements (whether or not having the force of law), in each case, adopted after the Closing Date, from any central bank or other Governmental Authority increases or would have the effect of increasing the amount of capital, reserves or other funds required to be maintained by such Lender and thereby reducing the rate of return on such Lender's capital as a consequence of its obligations hereunder, and such determination shall apply to all borrowers of such Lender that are similarly situated to Borrowers, then Borrowers shall from time to time upon demand by such Lender, pay to such Lender, additional amounts sufficient to compensate such Lender for such reduction.

(g) The first sentence of Section 2.8(b) is deleted and the following is substituted in lieu thereof:

If, due to either (i) the introduction of or any change in any law or regulation (or any change in the interpretation hereof) or (ii) the compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law), in each case adopted after the Closing Date, there shall be any increase in the cost to any Lender of agreeing to make or making, funding or maintaining the Loan, and such determination shall apply to all borrowers of such Lender that are similarly situated to Borrowers, then Borrowers shall from time to time, upon demand by such Lender, pay to such Person additional amounts sufficient to compensate such Lender for such increased cost.

(h) The following is added as Section 3.1(f):

(f) **Illinois Disclosure.** The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless Borrowers provide evidence of the insurance coverage required by this Agreement, Administrative Agent may purchase such insurance at Borrowers' expense to protect Administrative Agent's and Lenders' interests in the Collateral. This insurance may, but need not, protect Borrowers' interests. The coverage that Administrative Agent purchases may not pay any claim that Borrowers may make or any claim that is made against Borrowers in connection with the Collateral. Borrowers may later cancel any insurance purchased by Administrative Agent, but only after providing evidence that Borrowers have obtained insurance as required by the Loan Documents. If Administrative Agent purchases insurance for the Collateral, Borrowers will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that Administrative Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be

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added to the Obligations of Borrowers. The costs of the insurance may be more than the cost of insurance that Borrowers may be able to obtain on Borrowers' own.

(i) Section 3.2(a) is deleted and the following is substituted in lieu thereof:

(a) If any Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (a "**Casualty**"), Borrowers shall give prompt notice thereof to Administrative Agent. Following the occurrence of a Casualty, provided Administrative Agent makes insurance proceeds available to Borrowers, Borrowers shall promptly proceed to restore, repair, replace or rebuild the same to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with applicable law. If Administrative Agent does not make insurance proceeds available to Borrowers, Borrowers shall promptly proceed to remove any debris and secure such Project.

(j) Clause (v) of Section 8.1(b) is deleted and the following is substituted in lieu thereof:

(v) if a Restricted Party is a limited liability company, any merger or consolidation or the Sale or Pledge of the membership interest of any member or any profits or proceeds relating to such membership interest;

(k) The following is added to the end of Section 8.1(b):

or (ix) the change, removal, resignation or addition of a managing member or non-member manager of a Borrower that results in the Borrower not being Controlled by one or more of the Guarantors, except that a change, removal, resignation or addition arising from the death or incapacity of a managing member or non-member manager shall not be a Prohibited Transfer if, within thirty (30) days of such occurrence, another Guarantor or other Person approved by Administrative Agent is made the managing member or non-member manager of such Borrower.

(l) Section 8.1(c) is deleted and the following is substitute in lieu thereof:

(c) Notwithstanding the provisions of Sections 8.1(a) or 8.1(b) and provided they would not result in an Event of Default under the Ground Lease, any of the following transfers shall not be deemed to be a Prohibited Transfer: (i) a transfer by devise or descent or by operation of law upon the death of a member, partner or shareholder of a Restricted Party; or (ii) the Sale or Pledge, in one or a series of transactions after the date hereof, of not more than forty-nine percent (49%) of the stock, limited partnership interests or non-managing membership interests (as the case may be) in a Restricted Party to third parties; or (iii) the transfer in one or a series of transactions after the date hereof of the stock, limited partnership interests or membership interests (as the case may be) in a Restricted Party among the Restricted Parties as of the date hereof; (iv) a transfer for estate

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planning purposes to the spouse, children, grandchildren or parents of the transferor or to trusts for the benefit of any of the foregoing described individuals or to an entity owned by any of the foregoing described individuals or trusts; or (v) the Sale or Pledge of any membership interests in Charles POB, LLC, Greenbriar Land, LLC or 8330 Naab Road MOB, LLC now or hereafter held by any "Class B Member" or "Class C Member" (as such terms are defined in the respective limited liability company agreements or operating agreements of Charles POB, LLC, Greenbriar Land, LLC or 8330 Naab Road MOB, LLC) of Charles POB, LLC, Greenbriar Land, LLC or 8330 Naab Road MOB, LLC; (vi) the Sale or Pledge of the stock, limited partnership interests, membership interests or other direct or indirect ownership interests in any "Class B Member" or "Class C Member" of Charles POB, LLC, Greenbriar Land, LLC or 8330 Naab Road MOB, LLC; provided, however, after giving effect to such transfer or transfers in (i)-(vi) above, the Projects shall continue to be controlled by one or more of the Guarantors and one or more of the Guarantors shall continue to Control the Borrowers (except that, in the case of a transfer described in clause (i) above, Borrowers shall have thirty (30) days to cause one or more of the Guarantors, or other Persons approved by Administrative Agent, to Control Borrowers), no transfer shall be made to any Person that is not in compliance with Section 6.18, and as a condition to each such transfer, Administrative Agent shall receive not less than thirty (30) days prior written notice of such proposed transfer other than (x) a transfer under (v) above for which no notice is required as long as, after such transfer, no "Class B Member" or "Class C Member" that was not a "Class B Member" or "Class C Member" on the Closing Date owns an interest in a Borrower equal to or greater than 25%, (y) a transfer under (vi) above for which no notice to Administrative Agent is required, and (z) a transfer under (i) above for which notice is required thirty (30) days thereafter; or (vii) any Sale or Pledge of the stock in any publicly traded company whose shares are listed on the New York Stock Exchange or such other nationally recognized stock exchange.

(m) The following is added as Section 8.25:

## **Section 8.25 Cash Sweep.**

(a) If on June 30, 2017 or any Testing Date thereafter, the Cash Sweep Project Yield is less than 8.75%, then beginning on the next Payment Date, and continuing on each Payment Date thereafter until the Cash Sweep Project Yield is 8.75% or greater, Borrowers shall pay to Administrative Agent an amount equal to the actual net cash flow for the immediately prior month to be held by Administrative Agent as cash collateral (the "Cash Sweep Fund"). On each Payment Date on which Borrowers are required to make a deposit in the Cash Sweep Fund, Borrowers shall deliver to Administrative Agent evidence reasonably acceptable to Administrative Agent to allow Administrative Agent to verify the amount of the actual net cash flow for such prior month.

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(b) Borrowers hereby pledge to Administrative Agent and grant a security interest in, any and all monies now or hereafter deposited in the Cash Sweep Fund as additional security for the payment of the Loan. The Cash Sweep Fund shall be held without interest in Administrative Agent's name and may be commingled with Administrative Agent's own funds at financial institutions selected by Administrative Agent in its reasonable discretion. The Cash Sweep Fund shall constitute additional security for the Loan. Administrative Agent shall hold the Cash Sweep Fund for the benefit of the Lenders.

(c) In the event (i) Borrowers fail to achieve a Cash Sweep Project Yield of 8.75% or greater on four (4) consecutive Testing Dates on or after June 30, 2017, or (ii) an Event of Default exists, Administrative Agent may apply any sums then present in the Cash Sweep Fund to the payment of the Loan without any prepayment premium or charge.

(d) Provided no Event of Default or Potential Default exists, at such time as the Cash Sweep Project Yield is 8.75% or greater for two (2) consecutive calendar quarters, Administrative Agent shall release the entire Cash Sweep Fund to Borrower, and Borrower's obligation to make monthly deposits into the Cash Sweep Fund shall cease.

(e) In the event the Cash Sweep Project Yield is less than or equal to 7.75% on June 30, 2017 or on any Testing Date thereafter, upon ten (10) days written notice, Borrowers must make a principal payment on the Loan, without any prepayment premium or charge, in the amount necessary to achieve a Cash Sweep Project Yield of 7.75%.

(n) Section 9.7 is deleted and the following is substituted in lieu thereof:

Section 9.7 **Involuntary Bankruptcy of Other Proceeding.** Commencement of an involuntary case or other proceeding against any Borrower or any other Borrower Party (each also referred to herein as a "**Bankruptcy Party**") which seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property, and such involuntary case or other proceeding shall remain undismissed or unstayed for a period of ninety (90) days; or an order for relief against a Bankruptcy Party shall be entered in any such case under the Federal Bankruptcy Code.

(o) Section 9.10 is deleted and the following is substituted in lieu thereof:

Section 9.10 **Certain Covenants.** Any Borrower's failure to (a) maintain its status as a Single Purpose Entity which failure continues for ten (10) days; (b) timely deliver the Compliance Certificate and the continuance of such



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failure for ten (10) days after the required delivery date; (c) comply with the provisions of Section 8.15 which failure continues for ten (10) days; (d) provide Administrative Agent with ten (10) days subsequent written notice of changes of the state of any Borrower's formation or any Borrower's name, or (e) comply with the provisions of Section 8.25 which failure continues for ten (10) days.

(p) The following is added to the end of Section 12.6:

Notwithstanding the foregoing, Administrative Agent, each Lender and its affiliates have no rights of setoff in connection with the Loan with respect to any Guarantor's account with Administrative Agent or any Lender or its affiliates.

(q) Section 13.1 is deleted and the following is substituted in lieu thereof:

## **Section 13.1 Limitation of Liability.**

(a) Subject to the qualifications below, neither the Administrative Agent nor any Lender shall enforce the liability and obligation of Borrowers to perform and observe the Obligations by any action or proceeding wherein a money judgment shall be sought against Borrowers, except that Administrative Agent and the Lenders may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Administrative Agent and the Lenders to enforce and realize upon their interests under the Note, this Agreement, the Mortgage, the other Loan Documents and the Secured Hedge Agreements, or in the Projects, or any other collateral given to Administrative Agent or the Lenders pursuant to the Loan Documents; provided, however, that, except as specifically provided herein, any judgment in any such action or proceeding shall be enforceable against Borrowers only to the extent of Borrowers' interest in the Projects and in any other collateral given to Administrative Agent or the Lenders to secure the Obligations, and Administrative Agent and each Lender, as applicable, by accepting the Note, this Agreement, the Mortgage, the other Loan Documents and the Secured Hedge Agreements, shall not sue for, seek or demand any deficiency judgment against Borrowers in any such action or proceeding under or by reason of or under or in connection with the Note, this Agreement, the Mortgage, the other Loan Documents or the Secured Hedge Agreements.

(b) The provisions of this Section 13.1 shall not, however, (i) constitute a waiver, release or impairment of any Obligation evidenced or secured by any of the Loan Documents or the Secured Hedge Agreements; (ii) impair the right of Administrative Agent or any Lender to name any Borrower as a party defendant in any action or suit for foreclosure and sale under the Mortgage; (iii) affect the validity or enforceability of any guaranty made in connection with the Obligations or any of the rights and remedies of Administrative Agent or any Lender thereunder; (iv) impair the right of Administrative Agent or any Lender to obtain the appointment of a receiver; (v) impair the enforcement of the Assignment of Leases and Rents; (vi) constitute a prohibition against

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Administrative Agent or any Lender to commence any appropriate action or proceeding in order for Administrative Agent or any Lender to exercise its remedies against the Projects; or (vii) constitute a waiver of the right of Administrative Agent or any Lender to enforce the liability and obligation of Borrowers, by money judgment or otherwise, to the extent of any loss, damage, cost, expense, liability, claim or other obligation (including, without limitation, reasonable attorneys' fees, legal expenses, litigation preparation costs and expenses, paraprofessional fees, secretarial overtime, depositions, electronic research, postage, travel, communications and related costs and expenses and expenses of preparing the collateral for the Loan for sale), causes of action, suits, claims, demands and judgments of any nature or description whatsoever, which may be imposed upon, incurred by or awarded against Administrative Agent or any Lender or any affiliate thereof as a result of, arising out of or in connection with (and Borrowers shall be personally liable and shall indemnify Administrative Agent and such Lender for) the following:

- (A) any Borrower's commission of a criminal act;
- (B) the failure by Borrowers or any Borrower Party to apply any funds derived from the Projects, including Security Deposits, Revenue, insurance proceeds and condemnation awards as required by the Loan Documents;
- (C) any material, intentional misrepresentation by Borrowers or any Borrower Party made in or in connection with the Loan Documents or the Obligations;
- (D) Borrowers' collection of rents more than one month in advance or entering into or modifying or canceling Leases, or receipt of monies by Borrowers or any Borrower Party in connection with the modification or cancellation of any Leases, in violation of this Agreement or any of the other Loan Documents;
- (E) Borrowers' failure to turn over to Administrative Agent all Security Deposits upon Administrative Agent's demand following an Event of Default;
- (F) Borrowers' failure to maintain insurance as required by this Agreement;
- (G) damage or destruction to any Project caused by the intentional acts or omissions of any Borrower Party;
- (H) any Borrower's failure to perform its obligations under the Environmental Indemnity Agreement or with respect to environmental matters under Article 4;

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- (I) Borrowers' failure to pay for any loss, liability or expense (including, without limitation, reasonable attorneys' fees) incurred by Administrative Agent or any Lender arising out of any claim or allegation made by Borrowers, their successors or assigns, that this Agreement or the transactions contemplated by the Loan Documents and the Environmental Indemnity Agreement establish a joint venture, partnership or other similar arrangement among Borrowers, the Administrative Agent, or any Lender;
- (J) any brokerage commission or finder's fees claimed in connection with the transactions contemplated by the Loan Documents;
- (K) the physical waste of any Project caused or permitted by Borrowers;
- (L) the removal or disposal of any personal property from any Project in which Administrative Agent or the Lenders have a security interest in violation of the terms and conditions of the Loan Documents;
- (M) Borrowers' failure to pay any Taxes or assessments affecting any Project (to the extent the revenues of such Project are sufficient for such purpose);
- (N) the modification or termination of the Co-Ownership Agreement in violation of this Agreement; or
- (O) any loss or damage incurred as a result of the failure to obtain and record the consent with respect to the Greenbriar Project Building Protrusion as set forth in Section 8.17.
- (c) Notwithstanding anything to the contrary in this Agreement, the Note or any of the Loan Documents, all of the Obligations shall be fully recourse to Borrowers and Borrowers shall be personally liable therefor in the event of:
- (i) any Sale or Pledge of any Project or any part thereof in violation of this Agreement;
  - (ii) any Borrower's failure to comply with the covenants in Section 6.17 hereof if such failure results in a substantive consolidation in whole or in part of any Borrower's assets with the assets of another Person (other than another Borrower) in any bankruptcy or insolvency proceeding;
  - (iii) the commission of fraud by any Borrower or any other Borrower Party in connection with the Loan;

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(iv) any Bankruptcy Party files a voluntary petition under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law;

(v) an Affiliate, officer, director, or representative which Controls any Bankruptcy Party files, or joins in the filing of, an involuntary petition against that Borrower under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any such involuntary petition against a Borrower;

(vi) any Borrower Party files an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any involuntary petition filed against it;

(vii) any Affiliate, officer, director, or representative which Controls a Borrower consents to or acquiesces in or joins in an application for the appointment of a custodian, receiver, trustee, or examiner for that Borrower or any portion of the Collateral, other than an appointment requested by Administrative Agent or any Lender;

(viii) any Bankruptcy Party makes an assignment for the benefit of creditors, or admits, in writing in any legal proceeding, its insolvency or inability to pay its debts generally as they become due;

(ix) the termination, modification or surrender of the Ground Lease; or

(x) the exercise of any right of partition with respect to the Naab Road Project.

(d) Borrowers also shall be personally liable to Administrative Agent and the Lenders for any and all attorneys' fees and expenses and court costs incurred by Administrative Agent and the Lenders in enforcing this Section 13.1 or otherwise incurred by Administrative Agent or any Lender in connection with any of the foregoing matters (provided Administrative Agent or any Lender prevails in one or more of its claims), regardless whether such matters are legal or equitable in nature or arise under tort or contract law. The limitation on the personal liability of Borrowers in this Section 13.1 shall not modify, diminish or discharge the personal liability of any Guarantor under the Recourse Guaranty Agreement, the Environmental Indemnity Agreement or any other Loan Document to which it is a party in its individual capacity as a Guarantor. Nothing herein shall be deemed to be a waiver of any right which Administrative Agent or any Lender may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, as such sections may be

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amended, or corresponding or superseding sections of the Bankruptcy Amendments and Federal Judgeship Act of 1984, to file a claim for the full amount due to Administrative Agent and the Lenders under the Loan Documents or to require that all collateral shall continue to secure the amounts due under the Loan Documents.

(r) Schedule 7.2 is deleted and Schedule 7.2 attached to this Agreement is substituted in lieu thereof.

3. **Extension of Maturity Date.** The term of the Note is hereby extended to the earlier to occur of (a) May 2, 2019, or (b) any earlier date on which the entire Loan is required to be paid in full, by acceleration or otherwise, under the Loan Agreement or any of the other Loan Documents. The liens, security interests, assignments and other rights evidenced by the Security Instrument and other Loan Documents are hereby renewed and extended to secure payment of the Note as extended hereby. The definition of "Maturity Date" and all references to the maturity of the Loan which appear in the Loan Documents shall hereafter refer to May 2, 2019 or any earlier date on which the entire Loan is required to be paid in full, by acceleration or otherwise, under the Loan Agreement or any of the other Loan Documents.

4. **Loan Balance.** The parties hereby acknowledge that the unpaid principal balance of the Note is \$15,624,545.00, with interest paid up to and including April 30, 2016. The amount of \$1,349,835.25 remains available to be funded under the Loan in accordance with the terms of the Loan Documents.

5. **Modification of Recourse Guaranty Agreement.** The Recourse Guaranty Agreement is modified as follows:

(a) Section 2.5(k) is deleted in its entirety.

(b) The following are added as Sections 5.3 and 5.4:

5.3 **Minimum Tangible Net Worth.** The aggregate net worth of the Guarantor determined in accordance with generally accepted accounting principles, consistently applied but excluding goodwill, other intangible assets and any Affiliate (as defined in the Loan Agreement) note receivables, is now and shall at all times during the term of this Guaranty be equal to or greater than Twenty Million Dollars (\$20,000,000).

5.4 **Determination of Compliance by Administrative Agent.** Administrative Agent shall determine, in its reasonable discretion, whether Guarantor has complied with each of the foregoing covenants in this Section 5.

(c) Section 6.4 is deleted in its entirety and the following is substituted in lieu thereof: "Intentionally Omitted."

6. **General Release by Borrower Parties.** In consideration of, among other things, Administrative Agent's execution and delivery of this Agreement, each Borrower Party, on

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behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "**Releasing Parties**"), hereby forever agrees and covenants not to sue or prosecute against any Released Party (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Released Party from any and all claims (including, without limitation, cross claims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liabilities, obligations, damages and consequential damages, demands, judgments, costs, expenses or claims whatsoever (collectively, the "**Claims**"), that such Releasing Party now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity, against any or all of Administrative Agent or Lenders (the "**Lender Parties**") in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys and other representatives of each of the foregoing (individually a "**Released Party**" and collectively, the "**Released Parties**"), based in whole or in part on facts which any Releasing Party knows, or should know, as of the date of this Agreement that relate to, arise out of or otherwise are in connection with: (a) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith, or (b) any aspect of the dealings or relationships between or among Borrower and the other Borrower Parties, on the one hand, and any or all of the Lender Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (a) hereof. The receipt by Borrower of any loans or other financial accommodations made by any Lender Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing release against the Released Parties which are based in whole or in part on facts which any Releasing Party knows, or should know, as of the date of receipt of any such loans or other financial accommodations. In entering into this Agreement, each Borrower Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Released Parties and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.** The provisions of this Section shall survive the termination of this Agreement, the other Loan Documents and payment in full of the Obligations.

7. **Representations, Warranties and Covenants of Borrower Parties.** To induce Administrative Agent to execute and deliver this Agreement, each Borrower Party represents, warrants and covenants, as to itself only, that:

(a) The execution, delivery and performance by each Borrower Party of this Agreement and all documents and instruments delivered in connection herewith and all other Loan Documents have been duly authorized by all necessary action pursuant to such Borrower Party's organizational documents, and this Agreement and all documents and instruments delivered in connection herewith and the other Loan Documents are

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legal, valid and binding obligations of such Borrower Party enforceable against such party in accordance with their respective terms, except as the enforcement thereof may be subject to (i) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law).

(b) Each of the representations and warranties contained in the Loan Documents is true and correct, in all material respects, on and as of the date hereof as if made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct, in all material respects, as of such earlier date, and each of the agreements and covenants in the Loan Documents, as modified by this Agreement, is hereby reaffirmed with the same force and effect as if each were separately stated herein and made as of the date hereof.

(c) Neither the execution, delivery and performance of this Agreement and all documents and instruments delivered in connection herewith nor the consummation of the transactions contemplated hereby or thereby does or shall contravene, result in a breach of, or violate (i) any provision of such Borrower Party's organizational documents, (ii) any law or regulation, or any order or decree of any court or government instrumentality binding on such Borrower Party, or (iii) any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such Borrower Party is a party or by which any of its property is bound.

(d) No consent of Ground Lessor is required in connection with the execution of this Agreement.

(e) Borrower has satisfied all of the Required Repairs and Post-Closing Obligations listed in Schedule 8.24 of the Loan Agreement.

8. **Ratification of Liability.** Each Borrower Party, as borrowers, debtors, grantors, pledgors, guarantors, assignors, or in other similar capacities in which such parties grant liens, security interests or assignments on, in or to their properties or otherwise act as accommodation parties or guarantors, as the case may be, under the Loan Documents, hereby ratifies and reaffirms all of its payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such Loan Documents to which such party is a party, and each such party hereby ratifies and reaffirms its grant of liens on, security interests in and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations under or with respect to the Loan Agreement, as modified by this Agreement. Each such party (a) further acknowledges receipt of a copy of this Agreement and all other agreements, documents, and instruments executed and/or delivered in connection herewith, (b) consents to the terms and conditions of same, and (c) agrees and acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and confirmed. Except as expressly provided herein or in any documents executed or delivered in connection herewith, the execution of this Agreement shall not operate as a waiver of any right, power or remedy of any Lender Party, nor constitute a waiver of any provision of any of the

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Loan Documents nor constitute a novation of any of the Obligations under the Loan Documents.

9. **Reference to and Effect Upon the Loan Documents.**

(a) Except as modified by this Agreement, all terms, conditions, covenants, representations and warranties contained in the Loan Documents, and all rights of the Lender Parties and all of the Obligations remain in full force and effect.

(b) Each Borrower Party hereby confirms that the Loan Documents are in full force and effect and that no Borrower Party has any right of setoff, recoupment or other offset or any defense, claim or counterclaim with respect to any of the Obligations, or any other Loan Document.

(c) From and after the date hereof, all references in the Loan Documents to a Loan Document shall refer to such Loan Document as amended by this Agreement.

(d) No Lender Party has waived, or is by this Agreement waiving, and has no intention of waiving (regardless of any delay in exercising such rights and remedies), any Potential Default or Event of Default which may be continuing on the date hereof or any Event of Default which may occur after the date hereof.

10. **Waiver of Jury Trial, Governing Law and Venue.** Sections 12.25, 12.27 and 12.33 of the Loan Agreement are incorporated herein by reference and made a part of this Agreement.

11. **Construction.** This Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement or any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or its counsel drafted this Agreement or such other agreements and documents, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this Agreement and all other agreements and documents executed in connection herewith, and that such party knows the contents thereof and signs the same freely and voluntarily. The parties hereto acknowledge that they have been represented by legal counsel of their own choosing in negotiations for and preparation of this Agreement and all other agreements and documents executed in connection herewith and that each of them has read the same and had their contents fully explained by such counsel and is fully aware of their contents and legal effect.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any party hereto may execute and deliver a counterpart of this Agreement by delivering by facsimile or other electronic transmission a signature page of this Agreement signed by such party, and any such facsimile or other electronic signature shall be treated in all respects as having the same effect as an original signature. Any party delivering by facsimile



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or other electronic transmission a counterpart executed by it shall promptly thereafter also deliver a manually signed counterpart of this Agreement.

13. **Severability.** The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

14. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

15. **Further Assurances.** Borrower Parties, upon request from Administrative Agent, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan.

16. **Section Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute part of this Agreement for any other purpose.

17. **Successors and Assigns; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of Borrower Parties and Lender Parties and their respective successors and assigns; provided, that no Borrower Party shall be entitled to delegate any of its duties hereunder and shall not assign any of its rights or remedies set forth in this Agreement without the prior written consent of Administrative Agent in its sole discretion. No Person other than the parties hereto, and in the case of Section 6 hereof, the Released Parties, shall have any rights hereunder or be entitled to rely on this Agreement and all third-party beneficiary rights (other than the rights of the Released Parties under Section 6 hereof) are hereby expressly disclaimed.

18. **Costs and Expenses.** Contemporaneously with the execution and delivery of this Agreement and as a condition to its effectiveness, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and fees and expenses of legal counsel to Administrative Agent.

19. **Recordation; Endorsement of Loan Policy.** Contemporaneously herewith, Administrative Agent will deliver this Agreement for recording in the appropriate records of the county where the Property is located at Borrower's expense and Borrower will, at its sole cost and expense, obtain and deliver to Administrative Agent an endorsement to Administrative Agent's existing loan policies of title insurance insuring the lien of the Security Instrument, as modified hereby, and otherwise in form and content reasonably acceptable to Administrative Agent.

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20. **Final Agreement.** This Agreement, the other Loan Documents, and the other written agreements, instruments, and documents entered into in connection therewith and herewith (collectively, the “**Documents**”) set forth in full the terms of agreement between the parties hereto and thereto and are intended as the full, complete, and exclusive contracts governing the relationship between such parties, superseding all other discussions, promises, representations, warranties, agreements, and understandings between the parties with respect thereto. No term of the Documents may be modified or amended, nor may any rights thereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment, or waiver is sought. Any waiver of any condition in, or breach of, any of the foregoing in a particular instance shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. Any Lender Party’s exercise or failure to exercise any rights or remedies under any of the foregoing in a particular instance shall not operate as a waiver of its right to exercise the same or different rights and remedies in any other instances. **THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

21. **Notices to Borrower.** From and after the date of this Agreement, the addresses for notices to Borrower in Section 12.1 of the Loan Agreement and in the applicable sections of the other Loan Documents are as follows:

If to Borrower: Charles POB, LLC, Greenbriar Land, LLC  
8250 Naab Road MOB, LLC, JES Naab Road,  
LLC MSP Naab Road, LLC and RES Naab  
Road, LLC  
233 South Wacker Drive, Suite 350  
Chicago, Illinois 60606  
Attention: Douglas K. Jones  
Facsimile: (312) 558-4335

With a copy to: Mason, Wenk & Berman, L.L.C.  
630 Dundee Road, Suite 220  
Northbrook, Illinois 60062  
Attention: Bruce P. Mason  
Facsimile (847) 656-6060

IN WITNESS WHEREOF, Borrower Parties and Administrative Agent have executed this Agreement on the respective dates of acknowledgement to be effective as of the date first above written.

**REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE PAGES FOLLOW**



# UNOFFICIAL COPY

## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT

CHARLES POB, LLC, an Illinois limited liability  
company

By: \_\_\_\_\_

Name: John E. Shaffer

Title: Manager

THE STATE OF ILLINOIS     §  
  §  
COUNTY OF COOK           §

Before me, a Notary Public in and for said county and state, personally appeared John E. Shaffer ~~Manager~~, by me known and by me known to be the Manager of Charles POB, LLC, an Illinois limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said Charles POB, LLC, and who being first duly sworn, stated that he/she has been duly employed by said Charles POB, LLC to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this April day of April, 2016.

Alina D. Zaj  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



# UNOFFICIAL COPY

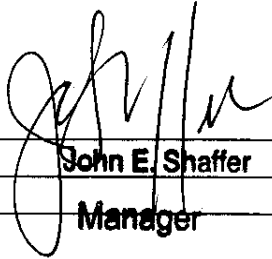
## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT (CONTINUED)

**GREENBRIAR LAND, LLC**, an Illinois limited liability company

By: \_\_\_\_\_

Name: John E. Shaffer

Title: Manager



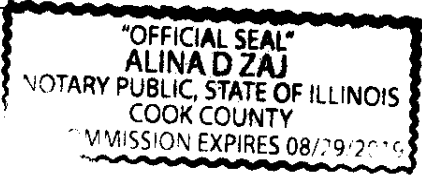
THE STATE OF ILLINOIS     §  
  §  
COUNTY OF COOK           §

Before me, a Notary Public in and for said county and state, personally appeared John E. Shaffer by me known and by me known to be the Manager of Greenbriar Land, LLC, an Illinois limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said Greenbriar Land, LLC, and who being first duly sworn, stated that he/she has been duly employed by said Greenbriar Land, LLC to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of April, 2016.

Alina D Zaj  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

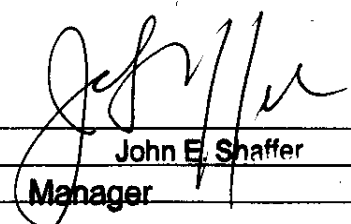


# UNOFFICIAL COPY

## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT (CONTINUED)

8330 NAAB ROAD MOB, LLC, an Indiana limited liability company

By:



Name: John E. Shaffer  
 Title: Manager

THE STATE OF ILLINOIS §  
§  
COUNTY OF COOK §

Before me, a Notary Public in and for said county and state, personally appeared John E. Shaffer, by me known and by me known to be the Manager of 8330 Naab Road MOB, LLC, an Indiana limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said 8330 Naab Road MOB, LLC, and who, being first duly sworn, stated that he/she has been duly employed by said 8330 Naab Road MOB, LLC to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of April, 2016.

  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



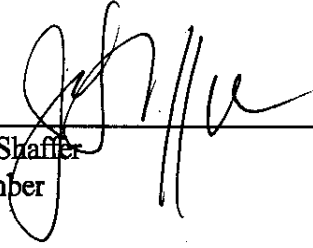
# UNOFFICIAL COPY

## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT (CONTINUED)

JES NAAB ROAD, LLC, an Illinois limited liability  
company

By: \_\_\_\_\_

Name: John E. Shaffer  
Title: Sole Member



THE STATE OF ILLINOIS  
COUNTY OF COOK

§  
§  
§

Before me, a Notary Public in and for said county and state, personally appeared John E. Shaffer, by me known and by me known to be the Sole Member of JES Naab Road, LLC, an Illinois limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said JES Naab Road, LLC, and who being first duly sworn, stated that he/she has been duly employed by said JES Naab Road, LLC to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

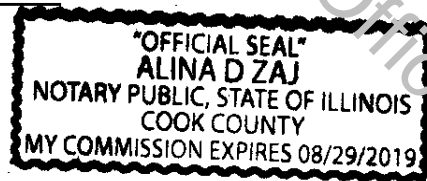
WITNESS my hand and Notarial Seal this 19th day of April, 2016.

\_\_\_\_\_  
Notary Public, State of Illinois



My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

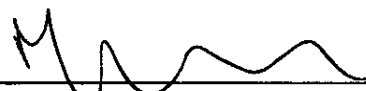


# UNOFFICIAL COPY

## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT (CONTINUED)

**MSP NAAB ROAD, LLC**, an Illinois limited liability company


By: The Melissa S. Piolet Revocable Trust, as amended and restated August 22, 2001, Sole Member

By:   
Name: Melissa S. Piolet  
Title: Trustee

THE STATE OF ILLINOIS       §  
  §  
COUNTY OF COOK           §

Before me, a Notary Public in and for said county and state, personally appeared Melissa S. Piolet, by me known and by me known to be the Trustee of The Melissa S. Piolet Revocable Trust, in its capacity as Sole Member of MSP Naab Road, LLC, an Illinois limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said MSP Naab Road, LLC, and who being first duly sworn, stated that he/she has been duly employed by The Melissa S. Piolet Revocable Trust, in its capacity as Sole Member of MSP Naab Road, LLC, to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of April, 2016.

  
Notary Public, State of Illinois

My Commission Expires: 06/19/2020  
My County of Residence: McHenry



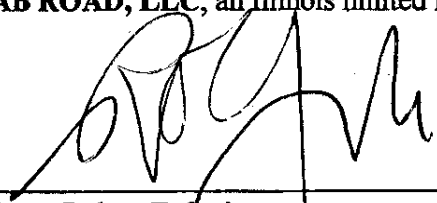


# UNOFFICIAL COPY

## SIGNATURE PAGE OF BORROWER TO MODIFICATION AGREEMENT (CONTINUED)

RES NAAB ROAD, LLC, an Illinois limited liability  
company

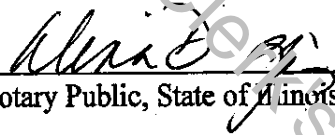
By:

  
Name: Robert E. Smietana  
Title: Sole Member

THE STATE OF ILLINOIS     §  
  §  
COUNTY OF COOK         §

Before me, a Notary Public in and for said county and state, personally appeared Robert E. Smietana, by me known and by me known to be the Sole Member of RES Naab Road, LLC, an Illinois limited liability company, who acknowledged execution of this Modification Agreement for and on behalf of said RES Naab Road, LLC, and who being first duly sworn, stated that he/she has been duly employed by said RES Naab Road, LLC to execute the same and that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of April, 2016.

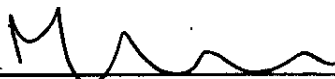
  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



# UNOFFICIAL COPY

## SIGNATURE PAGE OF GUARANTOR TO MODIFICATION AGREEMENT

  
\_\_\_\_\_  
Melissa S. Piolet

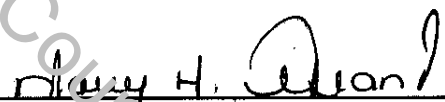
THE STATE OF ILLINOIS

§  
§  
§

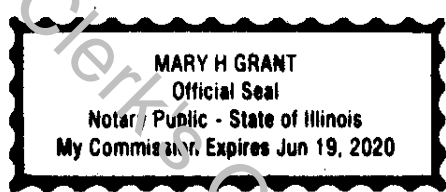
COUNTY OF COOK

Before me, a Notary Public in and for said county and state, personally appeared Melissa S. Piolet, by me known, who acknowledged execution of this Modification Agreement, and who being first duly sworn, stated that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of April, 2016.

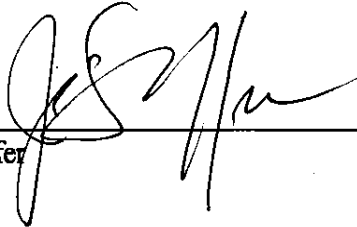
  
\_\_\_\_\_  
Notary Public, State of Illinois

My Commission Expires: 06/19/2020  
My County of Residence: McHenry



# UNOFFICIAL COPY

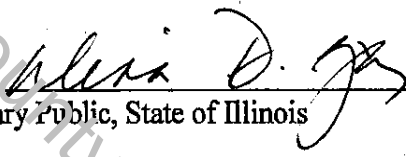
## SIGNATURE PAGE OF GUARANTOR TO MODIFICATION AGREEMENT

  
 \_\_\_\_\_  
 John E. Shaffer

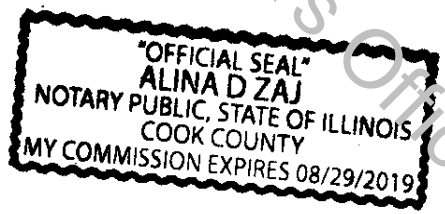
THE STATE OF ILLINOIS     §  
   §  
 COUNTY OF COOK           §

Before me, a Notary Public in and for said county and state, personally appeared John E. Shaffer, by me known, who acknowledged execution of this Modification Agreement, and who being first duly sworn, stated that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of April, 2016.

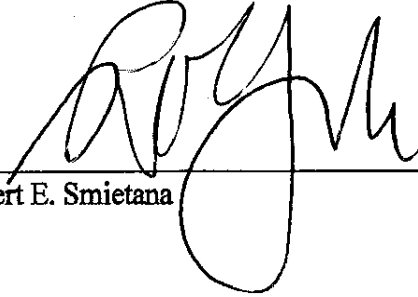
  
 \_\_\_\_\_  
 Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
 My County of Residence: \_\_\_\_\_



# UNOFFICIAL COPY

## SIGNATURE PAGE OF GUARANTOR TO MODIFICATION AGREEMENT



Robert E. Smietana

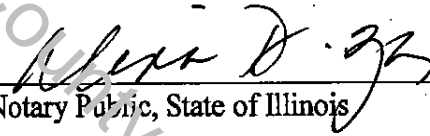
THE STATE OF ILLINOIS

§  
§  
§

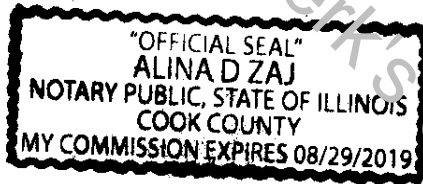
COUNTY OF COOK

Before me, a Notary Public in and for said county and state, personally appeared Robert E. Smietana, by me known, who acknowledged execution of this Modification Agreement, and who being first duly sworn, stated that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of April, 2016.

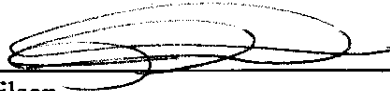
  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



# UNOFFICIAL COPY


## SIGNATURE PAGE OF GUARANTOR TO MODIFICATION AGREEMENT

  
\_\_\_\_\_  
John O. Wilson

THE STATE OF ILLINOIS     §  
  §  
COUNTY OF COOK           §

Before me, a Notary Public in and for said county and state, personally appeared John O. Wilson, by me known, who acknowledged execution of this Modification Agreement, and who being first duly sworn, stated that all representations contained therein are true to the best of his/her knowledge and belief.

WITNESS my hand and Notarial Seal this 25<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



# UNOFFICIAL COPY

## SCHEDULE 7.2

Property of Cook County Clerk's Office

INTENTIONALLY OMITTED FOR RECORDING PURPOSES

**[REDACTED]**

# UNOFFICIAL COPY

## EXHIBIT A

Charles POB, LLC

### PARCEL 1:

LOTS 1 THROUGH 8 AND LOTS 10 THROUGH 13 IN BLOCK 8 IN WASHINGTON HEIGHTS; TOGETHER WITH LOTS 1 AND 2 (EXCEPT THE NORTH 20.00 FEET THEREOF) AND LOT 3 IN THE RESUBDIVISION OF LOT 9 IN BLOCK 8 OF WASHINGTON HEIGHTS SUBDIVISION, ALL IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 10 AND 11 AND THE WEST 11.00 FEET OF LOT 12 (EXCEPT THE SOUTH 28.00 FEET THEREOF) AND THAT PART OF VACATED LOOMIS STREET, LYING SOUTH OF THE SOUTH LINE OF 103RD STREET AND NORTH OF A LINE 28.00 FEET NORTH OF THE SOUTH LINES OF LOTS 8 AND 10 IN HART'S SUBDIVISION OF WASHINGTON HEIGHTS; BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1357 West 103rd Street, Chicago, Illinois 60643

Tax ID Numbers:

25-17-102-001-0000  
25-17-102-002-0000  
25-17-102-003-0000  
25-17-102-004-0000  
25-17-102-005-0000  
25-17-102-006-0000  
25-17-102-007-0000  
25-17-102-008-0000  
25-17-102-009-0000  
25-17-102-015-0000  
25-17-102-016-0000  
25-17-102-017-0000  
25-17-103-016-0000

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## EXHIBIT B

Greenbriar Land, LLC

### PARCEL 1 – FEE:

LOT 2 IN RESUBDIVISION OF LOT 1 OF GREENBRIAR, BEING A RESUBDIVISION IN PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 2007 AS DOCUMENT NO. R2007-123720, IN DUPAGE COUNTY, ILLINOIS.

### PARCEL 2 – EASEMENT:

NON-EXCLUSIVE EASEMENT ESTATE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN GREENBRIAR MOB, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND GREENBRIAR LAND, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED MARCH 2, 2007, AND RECORDED MARCH 12, 2007, AS DOCUMENT NO. R2007-043176, IN DUPAGE COUNTY, ILLINOIS, FOR THE USES AND PURPOSES STATED THEREIN, OVER AND ACROSS THE REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN.

Property Address: 6800-6840 Main Street, Downers Grove, Illinois 60516

Tax ID Number: 09-20-300-018



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## EXHIBIT C

Naab Road

### PARCEL I (FEE):

A part of the West Half of the Northwest Quarter of Section 21, Township 17 North, Range 3 East in Marion County, Indiana, described as follows:

Commencing at the Northeast corner of said Half-Quarter Section South 00 degrees 06 minutes 51 seconds West along the East line of said Half-Quarter Section 1526.70 feet and South 89 degrees 14 minutes 29 seconds West 46.75 feet to the point of beginning, said point being on the Western right of way line of Naab Road as recorded June 21, 1971 as Instrument No. 71-29669 in the Office of the Recorder of Marion County; thence along a curve to the left a distance of 63.66 feet, said curve having a long chord bearing South 05 degrees 33 minutes 39 seconds East a distance of 63.66 feet and a radius of 1222.65 feet; thence South 07 degrees 03 minutes 09 seconds East 50.39 feet; thence along a curve to the right a distance of 146.68 feet, said curve having a long chord bearing South 03 degrees 28 minutes 09 seconds East, a distance of 146.58 feet and a radius of 1172.65 feet; thence South 00 degrees 06 minutes 51 seconds West 90.04 feet (all of the above courses along said western right of way line); thence South 89 degrees 14 minutes 29 seconds West 465.00 feet; thence North 00 degrees 06 minutes 51 seconds East 350.00 feet; thence North 89 degrees 14 minutes 29 seconds East 443.26 feet to the Point of Beginning.

### PARCEL II (FEE):

A part of the West Half of the Northwest Quarter of Section 21, Township 17 North, Range 3 East, Marion County, Indiana, described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 06 minutes 51 seconds West 1526.70 feet along the East line of said Half Quarter Section; thence South 89 degrees 14 minutes 29 seconds West 46.75 feet to a point on a curve of the West right-of-way of Naab Road as recorded June 21, 1971 as Instrument No. 71-29669 in the Office of the Recorder of Marion County, Indiana; thence Southeasterly 63.66 feet along an arc to the left and having a radius of 1222.65 feet and subtended by a long chord having a bearing South 05 degrees 33 minutes 39 seconds East and a length of 63.66 feet along said right-of-way; thence South 07 degrees 03 minutes 09 seconds East 50.39 feet along said right-of-way to a point of curvature; thence Southeasterly 146.68 feet along an arc to the right and having a radius of 1172.65 feet and subtended by a long chord having a bearing of South 03 degrees 28 minutes 09 seconds East and a length of 146.58 feet along said right-of-way; thence South 00 degrees 06 minutes 51 seconds West 90.04 feet along said right-of-way, to the point of beginning; thence South 00 degrees 06 minutes 51 seconds West 25.00 feet, along said right-of-way; thence South 89 degrees 14 minutes 29 seconds West 465.00 feet; thence North 00 degrees 06 minutes 51 seconds East 25.00 feet; thence North 89 degrees 14 minutes 29 seconds East 465.00 feet to the Point of Beginning.

### PARCEL III (EASEMENT):

Non-exclusive easement for utilities, ingress and egress, appurtenant to Parcel I and Parcel II, as created by an amended and Restated Mutual Agreement For An Easement recorded November 21, 1983 as Instrument No. 83-85496 in the Office of the Recorder of Marion County, Indiana, described as follows, to-wit:

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A part of the West Half of the Northwest Quarter of Section 21, Township 17 North, Range 3 East, in Marion County, Indiana, described as follows:

Commencing at the Southeast corner of said Half-Quarter Section; thence North 00 degrees 06 minutes 51 seconds East 333.51 feet along the East line of said Half-Quarter Section; thence South 89 degrees 16 minutes 42 seconds West 25.00 feet to the West right-of-way of Naab Road as recorded June 21, 1971 as Instrument No. 71-29669 in the Office of the Recorder of Marion County; thence North 00 degrees 06 minutes 51 seconds East 407.85 feet along said right-of-way to the point of beginning; thence South 89 degrees 14 minutes 29 seconds West 715.03 feet; thence North 00 degrees 06 minutes 51 seconds East 50.00 feet; thence North 89 degrees 14 minutes 29 seconds West 715.03 feet to the West right-of-way of Naab Road; thence South 00 degrees 06 minutes 51 seconds West 50.00 feet along said right-of-way to the Point of Beginning.

Property Address: 8330 Naab Road, Indianapolis, Indiana