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This document prepared by and after recording return to:

Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attn: Daniel Kohn, Esq.

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KAREN A. YARBROUGH

COOK COUNTY CLERK

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NCS 11/018411

FIRST AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS

THIS FIRST AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS (this "**Mortgage Amendment**") is made as of the 15th day of December, 2021, by and among **1644 E. 53RD STREET, LLC**, a Delaware limited liability company ("**Original Mortgagor**"), having an address of 40 North Dean Street, 2nd Floor, Englewood, NJ, 07631, **BRODIE AND MACK LLC**, a Massachusetts limited liability company ("**New Mortgagor**"), having an address of 444 Mt. Auburn Street, Unit 5, Watertown, Massachusetts 02472 and **BYLINE BANK**, an Illinois banking corporation, its successors and assigns (the "**Lender**"), having an address of 180 N. LaSalle Street, Third Floor, Chicago, Illinois, 60601.

WITNESSETH:

WHEREAS, Original Mortgagor, by that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents in favor of Lender made as of April 15, 2016 and recorded on April 19, 2016 with the Cook County Recorder of Deeds as Document Number 1611045046 (the "**Mortgage**"), granted, sold, conveyed, mortgaged, pledged and assigned unto Lender certain real property more particularly described therein, including, without limitation, that certain real property and improvements located on certain land in Cook County, Illinois, which is more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Mortgage, together with, among other things, that certain Collateral Assignment of Leases, Rents and Contract Rights in favor of Lender made as of April 15, 2016 and recorded on April 19, 2016 with the Cook County Recorder of Deeds as Document Number 1611045047 (the "**Assignment of Leases**"), secures a loan in the original principal amount of Two Million and No/100 Dollars (\$2,000,000.00) made by Lender (the "**Loan**");

WHEREAS, the Loan was made pursuant to a Loan Agreement dated April 15, 2016, and executed by Original Mortgagor and Lender (as amended from time to time, the "**Loan Agreement**"), which Loan is evidenced by that certain Promissory Note dated April 15, 2016, and

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made by Original Mortgagor payable to Lender (as amended by that certain First Amendment to Promissory Note dated as of May 5, 2021, by and between Original Mortgagor and Lender, the “**Original Note**”);

WHEREAS, Original Mortgagor has requested that New Mortgagor assume the rights and obligations of Original Mortgagor under the Loan Agreement and the other Security Documents, subject to the consent of Lender (the “**Transfer**”), in connection with which (a) Original Mortgagor shall convey the Property to New Mortgagor, (b) New Mortgagor shall assume Original Mortgagor’s rights and obligations under the Loan Agreement, the Original Note and each of the other Security Documents, (c) Original Mortgagor shall be released from further liability under the Security Documents and (d) Lender and New Mortgagor shall modify the applicable provisions of the Loan Agreement or the other Security Documents in order to reflect the modified organizational structure of New Mortgagor (relative to Original Mortgagor) following the consummation of the Transfer and any corresponding amendments to the representations, warranties or definitions contained therein;

WHEREAS, as part of the above Transfer, New Mortgagor has requested, and Lender has agreed, to increase the maximum principal amount of the Loan to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

WHEREAS, Original Mortgagor and New Mortgagor have requested certain modifications to the Loan Agreement, the Original Note and the other Security Documents in order to address the Transfer, the increase in the maximum principal amount of the Loan and other matters, all as set forth in that certain First Amendment of Loan Agreement and Assignment and Assumption Agreement dated concurrently herewith by and among Original Mortgagor, New Mortgagor and Lender (the “**First Amendment**”), and Original Mortgagor, New Mortgagor and Lender and the other parties hereto desire to execute and deliver this Mortgage Amendment to (a) recognize the conveyance of the Property by deed from Original Mortgagor to New Mortgagor concurrently herewith, (b) reflect New Mortgagor’s assumption of Original Mortgagor’s rights and obligations under the Mortgage and Assignment of Leases, and (c) release Original Mortgagor from further liability under the Security Documents.

NOW THEREFORE, for and in consideration of the recitals set forth above and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. Recitals; Defined Terms; Full Force and Effect. To the extent any terms or provisions of this Mortgage Amendment conflict with the Mortgage and Assignment of Leases, it is understood and agreed that the terms and conditions of this Mortgage Amendment shall supersede and prevail. Any references to the “Mortgage” or “Assignment of Leases” in any Loan Document shall be deemed to mean the Mortgage or Assignment of Leases, as applicable, as amended by this Mortgage Amendment. Except as specifically amended hereby, the Mortgage and Assignment of Leases remain in full force and effect and are hereby ratified by the parties hereto. Capitalized terms used herein, but not otherwise defined herein, shall be given the meaning specified in the Loan Agreement (as amended by the First Amendment).

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2. **Approval of Transfer.** Lender hereby deems the conveyance of the Property concurrently herewith by deed from Original Mortgagor to New Mortgagor to be permitted for all relevant purposes.

3. **Assignment of the Loan and Security Documents.** Original Mortgagor hereby sells, transfers and assigns to New Mortgagor all of Original Mortgagor's right, title and interest in and to, and all of Original Mortgagor's Obligations under, the Loan Agreement, the Original Note, the Mortgage, the Assignment of Leases and the other Security Documents, subject, in each instance, to the terms, covenants and conditions of such Security Documents (as modified by this Mortgage Amendment, the First Amendment, and the Replacement Note of even date herewith in the maximum principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "**Replacement Note**") executed by New Mortgagor in replacement and substitution of the Original Note).

4. **Assumption of the Loan and Security Documents.** New Mortgagor hereby assumes and agrees to be bound by and to perform, each of the Obligations and all other covenants, agreements, representations and warranties of the Original Mortgagor under the Loan Agreement, the Original Note, as replaced by the Replacement Note, the Mortgage, the Assignment of Leases and the other Security Documents to the extent accruing from and after the date hereof, including all additional Obligations related to the increase in the maximum principal amount of the Loan to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "**Assumption**"). Without limitation of the foregoing, New Mortgagor hereby expressly assumes all liability and obligation under the Original Note, as replaced by the Replacement Note, for all principal and all interest accruing under the Loan.

5. **Release.** Each of Lender and New Mortgagor hereby release Original Mortgagor from further liability hereafter accruing under the Loan Agreement, the Original Note, the Mortgage, the Assignment of Leases and the other Security Documents, including, without limitation, any Obligations hereafter accruing under such Security Documents. From and after the date hereof, the New Mortgagor shall constitute (a) "Borrower" under the Mortgage and (b) "Assignor" under the Assignment of Leases for all relevant purposes (and the corresponding definitions shall be deemed amended accordingly).

6. **Amendments.** In addition to the foregoing, New Mortgagor and Lender hereby agree as follows:

6.1. Any and all references in the Mortgage and the Assignment of Leases to the amount "Two Million and 00/100 Dollars (\$2,000,000)" are hereby replaced with the amount "Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00)."

6.2. Section 3(e) of the Mortgage is hereby amended and restated in its entirety as follows:

Representations and Warranties. The Borrower represents and warrants that: (i) the Borrower is the record owner of the Mortgaged Property; (ii) the Borrower's chief executive office is located in the State of Massachusetts, (iii) Borrower's state of organization is the State of Massachusetts, (iv) Borrower's exact legal name is as set forth

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on Page 1 of this Security Instrument; (v) the Borrower's organizational identification number is 001197111 (vi) Borrower is the owner of the Personal Property subject to no liens, charges or encumbrances other than the lien hereof; (vii) the Personal Property will not be removed from the Mortgaged Property in violation of the Loan Documents without the consent of the Lender; and (viii) to its actual knowledge no financing statement covering any of the Personal Property or any proceeds thereof is on file in any public office except pursuant hereto."

6.3. Section 20 of the Mortgage in regard to the Borrower's address for notices shall be amended and restated as follows:

To the Borrower:

Brodie and Mack LLC
444 Mt. Auburn Street
Unit 5
Watertown, Massachusetts 02472
Attn: Kirstan B. Barnett

With copies to:

Holland & Hart LLP
645 South Cache Street
Suite 100
Jackson, Wyoming 83001
Attn: Matthew Kim-Miller, Esq.
Telephone: 307/734-4504
Email: mwkimmler@hollandhart.com

7. **Full Force and Effect.** Except as expressly modified and amended hereby, the Mortgage and the Assignment of Leases shall continue in full force and effect and, as thus modified and amended, are hereby ratified, confirmed and approved by New Mortgagor.

8. **First Amendment.** Upon the execution and recording of this Mortgage Amendment, Original Mortgagor and New Mortgagor shall be deemed to have satisfied all of the conditions precedent set forth in the First Amendment with respect to an amendment of the Mortgage.

9. **Counterparts.** This Mortgage Amendment may be executed in any number of counterparts, and by each party hereto on separate counterparts, which, taken together, shall constitute a single instrument.

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed under seal by its duly authorized representatives as of the date first above written.

ORIGINAL MORTGAGOR:

1644 E. 53RD STREET, LLC,
a Delaware limited liability company

By: AL – Master Manager, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Eli Ungar
Title: President

NEW MORTGAGOR:

BRODIE AND MACK LLC,
a Massachusetts limited liability company

By:
Name: Kirstan B. Barnett
Title: Manager

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed under seal by its duly authorized representatives as of the date first above written.

ORIGINAL MORTGAGOR:

1644 E. 53RD STREET, LLC,
a Delaware limited liability company

By: AL – Master Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: Eli Ungar
Title: President

NEW MORTGAGOR:

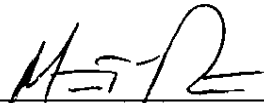
BRODIE AND MACK LLC,
a Massachusetts limited liability company

By: 
Name: Kirstan B. Barnett
Title: Manager

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LENDER:

BYLINE BANK, an Illinois banking corporation

By: 
Name: Marco Roberto
Title: SVP

[Acknowledgements Continue on Next Page]

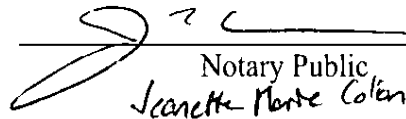
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STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Eli Ungar, the President of AL-Master Manager, LLC, a Delaware limited liability company, which is the Manager of 1644 E. 53rd Street, LLC, a Delaware limited liability company, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

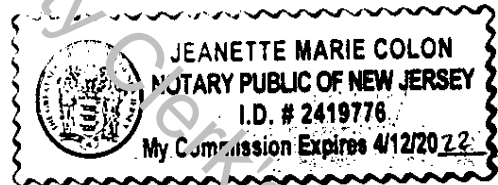
GIVEN under my hand and notarial seal this 13th day of December, 2021.



Notary Public
Jeanette Marie Colon

My Commission Expires:

4/12/2022



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ALL-PURPOSE ACKNOWLEDGMENT

State of New York

County of New York

On December 13, 2021 before me, Rachel B. Mizrahi
DATE NAME OF NOTARY PUBLIC

personally appeared Kirstan B. Barnett, as Manager
NAME(S) OF SIGNER(S)

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RACHEL B. MIZRAHI
Notary Public - State of New York
No. 01M16100849
Qualified in Kings County
My Comm. Expires Oct. 27, 2023

WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

Rachel B. Mizrahi
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT**

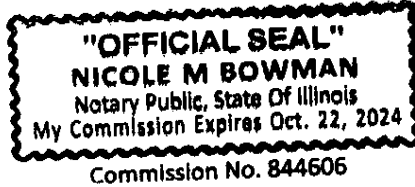
First Amendment to & Assignment of Mortgage
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Matthew Robertson the SVP of BYLINE BANK, an Illinois banking corporation, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of Dec., 2021.

Nicole M. Bowman
 Notary Public

My Commission Expires:

10.22.2024

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EXHIBIT A

Legal Description of the Property

PARCEL 1:

LOT 5 (EXCEPT THE EAST 50 FEET OF THAT PART THEREOF LYING SOUTH OF A LINE 90 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT) IN THE SUBDIVISION OF LOTS 18, 19, 20, 21 AND 22 IN BLOCK 18 OF THE ORIGINAL PLAT OF HYDE PARK IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 50 FEET OF THAT PART OF LOT 5 LYING SOUTH OF A LINE 90 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 IN CALLOWAY AND PERKINS SUBDIVISION OF LOTS 18 TO 22, INCLUSIVE IN BLOCK 18 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 1644 E. 53rd Street

PIN: 20-12-108-021-0000, 20-12-108-022-0000