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KAREN A. YARBROUGH

COOK COUNTY CLERK

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Prepared by and When Recorded Return to:

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Attn: RE Finance & Capital Markets (MC/1257344)

Date of Document: November 18, 2021

Title: **ASSUMPTION AGREEMENT**

Original Borrower / Grantor:

GFG CI-1 LLC, a Delaware limited liability company
Address: 9450 W. Bryn Mawr Avenue, Suite 750, Rosemont, Illinois 60018

New Borrower / Grantor:

OYSTER TWO ILLINOIS OWNER, LLC, a Delaware limited liability company
OYSTER TWO WISCONSIN OWNER, LLC, a Delaware limited liability company
1602 CORPORATE DRIVE OWNER, LLC, a Delaware limited liability company
Address: c/o Farallon Capital Management, L.L.C., One Maritime Plaza, Suite 2100, San Francisco, California 94111.

Lender / Grantee:

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2016-C37, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C37, and in its capacity as "Lead Securitization Note Holder"
Address: c/o Wells Fargo Bank, N.A., Wells Fargo Commercial Mortgage Servicing, Three Wells Fargo, 401 S. Tryon Street, 8th Floor, MAC D1050-084, Charlotte, NC 28202, Re: WFCM 2016-C37; Loan No. M883100663

Legal Description: See **Exhibit A**, Legal Description for Property, **Pages A-1, A-2, A-3, A-8, A-9 and A-12**

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Cross References: Document 1633601077
Document 1633601078
Document 1633601071
Document 1633601072
Document 1633549258
Document 1633549259
Document 1633713024
Document 1633713025
Document 1633713030
Document 1633713031
Recorder in Cook County, Illinois

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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[APPROPRIATE COVER PAGE WILL BE ADDED PRIOR TO RECORDING]

ASSUMPTION AGREEMENT (WFCM 2016-C37 (Lead); Loan No. M883100663)

THIS ASSUMPTION AGREEMENT (“**Agreement**”) is entered into and effective as of November 19, 2021 (the “**Effective Date**”), between **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2016-C37, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C37**, and in its capacity as “Lead Securitization Note Holder” (together with successors and assigns, “**Lender**”), having an address at c/o Wells Fargo Bank, N.A., Wells Fargo Commercial Mortgage Servicing, Three Wells Fargo, 401 S. Tryon Street, 8th Floor, MAC D1050-084, Charlotte, NC 28202, Re: WFCM 2016-C37; Loan No. M883100663, **GFG CI-1 LLC**, a Delaware limited liability company (“**Original Borrower**”), having an address at 9450 W. Bryn Mawr Avenue, Suite 750, Rosemont, Illinois 60018, and **OYSTER TWO ILLINOIS OWNER, LLC**, a Delaware limited liability company (“**New Borrower 1**”), **OYSTER TWO WISCONSIN OWNER, LLC**, a Delaware limited liability company (“**New Borrower 2**”), and **1602 CORPORATE DRIVE OWNER, LLC**, a Delaware limited liability company (“**New Borrower 3**”) (New Borrower 1, New Borrower 2 and New Borrower 3, individually and collectively and jointly and severally, “**New Borrower**”), each having an address at c/o Farallon Capital Management, L.L.C., One Maritime Plaza, Suite 2100, San Francisco, California 94111. Original Borrower and New Borrower are sometimes collectively referred to as “**Borrower Parties**”.

PRELIMINARY STATEMENT

A. Original Borrower is the current owner of fee title to certain real property (“**Land**”) and buildings and improvements thereon (“**Improvements**”), each having an address as reflected in **Schedule A** attached hereto and being more particularly described in **Exhibit A** attached hereto (the Land and the Improvements are hereinafter sometimes collectively referred to as the “**Property**”).

B. Lender is the “Lead Securitization Note Holder” with respect to that certain loan (“**Loan**”) in the original principal amount of \$38,500,000.00 made by Barclays Bank PLC (“**Original Lender**”) to Original Borrower pursuant to the terms of a Loan Agreement dated November 21, 2016 (“**Loan Origination Date**”), between Original Borrower and Original Lender (the “**Loan Agreement**”), as evidenced and/or secured by (i) that certain Promissory Note A-1 in the original amount of \$23,100,000 made by Borrower in favor of Original Lender (“**Note A-1**”), (ii) that certain Promissory Note A-2 in the original amount of \$15,400,000 made by Borrower in favor of Original Lender (“**Note A-2**”) (Note A-1 and Note A-2 shall be referred to herein as the “**Notes**”) and (iii) the documents described in the Loan Agreement and on the attached **Exhibit B** (together with any and all other agreements, documents, instruments evidencing, securing or in any manner relating to the Loan, as all of the same may be amended, restated, supplemented or otherwise modified from time to time, shall collectively be referred to as the “**Loan Documents**”). The Loan is secured in part by the Property, which Property is described in and encumbered by the mortgages and deeds of trust described in **Exhibit B**

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attached hereto (collectively, the “**Security Instrument**”). Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Loan Agreement.

C. Original Borrower desires to obtain Lender’s consent to the Requested Actions described below.

D. The Requested Actions, without Lender’s consent, are prohibited by the terms of the Loan Documents.

E. Lender has consented to the following requested actions (collectively the “**Requested Actions**”): (i) Original Borrower selling the Properties (as defined in the Loan Agreement) to New Borrower with New Borrower 1 taking title to the Property located in Illinois and legally described in Exhibits A-1 through and including A-4 and in Exhibits A-8 through and including A-12 attached hereto, New Borrower 2 taking title to the Property located in Wisconsin and legally described in Exhibits A-5 and A-6 attached hereto and with New Borrower 3 taking title to the Property located in Missouri and legally described in Exhibit A-7 attached hereto, (ii) New Borrower assuming all of Original Borrower’s obligations under the Loan Documents, and (iii) New Borrower entering into a property management agreement with Brennan Management LLC, an Illinois limited liability company (“**Property Manager**”), all on the terms set forth below.

In consideration of \$10.00 paid by each of the parties to the other, the mutual covenants set forth below, and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1

ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

1.1 Original Borrower Representations. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Original Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Recitals. All of the facts set forth in the Preliminary Statement of this Agreement are true and correct and incorporated into this Agreement by this reference.

(b) Authority of Original Borrower.

(i) Original Borrower. Original Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of Delaware and is qualified to transact business in the States of Illinois, Missouri and Wisconsin. GSS CI (GFH), LLC, a Delaware limited liability company (“**Original Borrower Sole Member**”) is the sole member of Original Borrower. Original Borrower Sole Member, acting alone without the joinder of any other party, has the power and authority to execute this Agreement on behalf of and to duly bind Original Borrower under this Agreement. The execution and delivery of, and performance under, this Agreement by Original Borrower have been duly and properly authorized pursuant to all requisite limited liability company action of Original Borrower and

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will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Original Borrower or the articles of organization, certificate of formation, operating agreement, limited liability company agreement or any other organizational document of Original Borrower or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Original Borrower is a party or by which the Property is bound.

(ii) Original Borrower Sole Member. Original Borrower Sole Member is a duly organized, validly existing limited liability company in good standing under the laws of the State of Delaware. The undersigned (“**Original Borrower Sole Member’s Authorized Representative**”) is an authorized signatory of Original Borrower Sole Member. Original Borrower Sole Member’s Authorized Representative, acting alone without the joinder of any other party, has the power and authority to execute this Agreement on behalf of and to duly bind Original Borrower Sole Member and Original Borrower under this Agreement. The execution and delivery of, and performance under, this Agreement by Original Borrower Sole Member have been duly and properly authorized pursuant to all requisite company action of Original Borrower Sole Member and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Original Borrower Sole Member or the articles of organization, certificate of formation, operating agreement, limited liability company agreement or any other organizational document of Original Borrower Sole Member or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Original Borrower Sole Member is a party or by which the Property is bound.

(c) Compliance with Laws. To Original Borrower’s knowledge, all permits, licenses, franchises or other evidences of authority to use and operate the Property as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect. Original Borrower has not received any written notice from any governmental entity claiming that Original Borrower or the Property is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to any violations of zoning, building, environmental, fire, health, or other laws, ordinances, rules, codes or regulations.

(d) Master Lease Documents. All Master Lease Documents have been terminated as of the Effective Date, including, without limitation, the Master Lease and the Assignment of Leases and Rents from Master Lessee to Original Borrower and the Assignment of Agreements, Licenses and Permits from Master Lessee to Original Borrower.

(e) Transfer of Licenses. All licenses, permits and operating agreement required for the operation of the Property (collectively, the “**Licenses**”) have been transferred to New Borrower as of the Effective Date.

(f) Rent Roll. The Rent Roll (“**Rent Roll**”) attached as **Exhibit C** is a true, complete and accurate summary of all tenant leases (“**Leases**”) affecting the Property as of the Effective Date.

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(g) Leases. The Leases are the only leases affecting the Property and are currently in full force and effect. Original Borrower has not been notified of any landlord default under any of the Leases. There are no leasing broker's or finder's commissions of any kind due or to become due with respect to the Leases or the Property. The rents and security deposits under the Leases shown on the Rent Roll are true and correct. Original Borrower has not received any prepaid rents or given any concessions for free or reduced rent under the Leases and will not accept any prepaid rents for more than one month in advance. All tenants at the Property are currently in possession of and are operating businesses from their leased premises.

(h) Title to Property and Legal Proceedings. Original Borrower is the current owner of fee title in the Property. There are no pending or threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Original Borrower or the Property, or any pending or threatened condemnation proceedings or annexation proceedings affecting any of the Property, or any agreements to convey the Property or any portion of the Property, or any rights thereto to any person, entity, or government body or agency not disclosed in this Agreement.

(i) Loan Documents. The Loan Documents constitute valid and legally binding obligations of Original Borrower enforceable against Original Borrower and the Property in accordance with their terms. Original Borrower acknowledges and agrees that, nothing in this Agreement, or Lender's consent to the Requested Actions, shall release or relieve Original Borrower from its obligations and liabilities under the Loan Documents arising prior to the Effective Date. Original Borrower has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever against Lender, Wells Fargo Bank, N.A. ("**Master Servicer**"), LNR Partners, LLC ("**LNR**") and any and all other parties appointed and/or serving as servicers of the Loan together with Master Servicer and LNR (collectively, "**Servicer**"), all subsidiaries, parents and affiliates of Lender and Servicer and each of the foregoing parties' predecessors in interest, and each and all of their respective past, present and future partners, members, certificate holders, officers, directors, employees, agents, contractors, representatives, participants and heirs and each and all of the successors and assigns of each of the foregoing (collectively, "**Lender Parties**") or with respect to (i) the Loan, (ii) the Loan Documents, or (iii) the Property. To the extent Original Borrower would be deemed to have any such defenses, setoffs, claims, counterclaims or causes of action as of the Effective Date, Original Borrower knowingly waives and relinquishes them.

(j) Bankruptcy. Original Borrower has no intent to (i) file any voluntary petition under any Chapter of the Bankruptcy Code, Title 11, U.S.C.A. ("**Bankruptcy Code**"), or in any manner to seek any proceeding for relief, protection, reorganization, liquidation, dissolution or similar relief for debtors ("**Debtor Proceeding**") under any local, state, federal or other insolvency law or laws providing relief for debtors, (ii) directly or indirectly cause any involuntary petition under any Chapter of the Bankruptcy Code to be filed against Original Borrower or any partners, members, managers, directors, officers or shareholders thereof or (iii) directly or indirectly cause the Property or any portion or any interest of Original Borrower in the Property to become the property of any bankrupt estate or the subject of any Debtor Proceeding.

(k) No Default or Cash Management Period. To Original Borrower's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or

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with the lapse or passage of time, giving of notice or both, could constitute a default, an Event of Default or the commencement of a Cash Management Period under the Loan Documents.

(l) Required Repairs. Original Borrower has timely and fully completed all the Required Repairs as required by Section 3.2 of the Loan Agreement and has provided Original Lender or Lender with evidence of such completion and compliance.

(m) Environmental Remediation. Original Borrower has timely and fully completed the Broadview Property Remedial Work as required by Section 5.8.4 of the Loan Agreement and has provided Original Lender or Lender with evidence of such completion and compliance.

(n) Reaffirmation. Original Borrower reaffirms and confirms the truth and accuracy of all representations and warranties in the Loan Documents, in all material respects, as if made on the Effective Date.

1.2 Acknowledgments, Warranties and Representations of New Borrower. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, New Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Rentals. All of the facts set forth in the Preliminary Statement of this Agreement are true and incorporated into this Agreement by reference.

(b) Authority of New Borrower. New Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of Delaware and is qualified to transact business in the States of Illinois, Missouri and Wisconsin, as applicable. Oyster Venture Two Associates, LLC ("**New Borrower Sole Member**") is the sole member of New Borrower and is a duly organized, validly existing limited liability company in good standing under the laws of the State of Delaware. New Borrower has the necessary limited liability company power and authority to execute this Agreement and to duly bind itself under this Agreement and the Loan Documents. Richard B. Fried ("**New Borrower's Authorized Representative**") is an Authorized Signatory of New Borrower. The execution and delivery of this Agreement by New Borrower Authorized Representative on behalf of New Borrower have been duly authorized pursuant to all requisite limited liability company action of New Borrower and New Borrower Sole Member and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Borrower. New Borrower Sole Member or the articles of organization, certificate of formation, operating agreement, limited liability company agreement, or any other organizational document of New Borrower or New Borrower Sole Member or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which New Borrower or New Borrower Sole Member is a party or by which the Property is bound.

(c) Financial Statements. The financial statements and other information ("**Financial Statements**") of FREP III Holdings, L.L.C., a Delaware limited liability company ("**New Indemntor**"), which have been previously delivered to Lender are true, complete and

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accurate in all material respects and accurately represent the financial condition of New Indemnitor as of the date thereof. There has not been any material adverse change to the financial condition of New Indemnitor between the date of the Financial Statements and the Effective Date. New Borrower agrees to timely comply with all financial, bookkeeping and reporting requirements applicable to New Borrower and the Property set forth in the Loan Documents. New Borrower also acknowledges and agrees to cause New Indemnitor to timely comply with all financial, bookkeeping and reporting requirements set forth in the Loan Documents and to direct Current Indemnitor to timely comply with all financial, bookkeeping and reporting requirements applicable to Current Indemnitor set forth in the Loan Documents. New Borrower acknowledges that the New Indemnitor's Financial Statements and the Current Indemnitor Financial Statements (as defined in the Joinder by and Agreement of Current Indemnitor attached hereto (the "**Current Indemnitor Joinder**")) have been provided to Lender to induce Lender to enter into this Agreement and are being relied upon by Lender for such purposes. Since New Borrower is a single member limited liability company, to the extent that New Borrower Sole Member files a tax return instead of New Borrower, New Borrower will provide Lender with the tax returns for New Borrower Sole Member instead of New Borrower at the same time it is required to provide other financial statements under the Loan Agreement. Similarly, to the extent that the balance sheets and financial statement of New Borrower are consolidated with those of New Borrower Sole Member, the consolidated balance sheets and financial statements will clearly identify the assets and liabilities of New Borrower as belonging to New Borrower and New Borrower will provide Lender with copies of said consolidated balance sheets and financial statements at the same time it is required to provide other financial statements under the Loan Agreement.

(d) Bankruptcy Proceedings. None of New Borrower, New Borrower Sole Member or New Indemnitor (together with any other direct or indirect owners of twenty percent (20%) or more of New Borrower, collectively, the "**New Borrower Parties**") or, to New Borrower's actual knowledge, any other entities which may be owned or controlled directly or indirectly by any of New Borrower Parties (collectively, the "**Related Entities**"), has been a party to any Debtor Proceeding within ten (10) years prior to the date of the Effective Date.

(e) Defaults on Other Indebtedness. Neither New Borrower nor New Borrower Sole Member nor New Indemnitor nor, to New Borrower's actual knowledge, any of the New Borrower Parties or any Related Entities has materially defaulted under its or their obligations with respect to any other indebtedness.

(f) New Borrower's Organizational Documents. New Borrower has not transacted any business in New Borrower's name since its formation. New Borrower is and will continue to be in material compliance with all of its organizational documents and the single purpose entity and separateness requirements of the Loan Documents and such organizational documents do not conflict with any of such single purpose entity and separateness requirements of the Loan Documents. For the avoidance of doubt, Lender acknowledge that existence of multiple Borrowers, and the one New Deposit Account and one new Cash Management Account (as set forth below in Section 2.7 below) are not, and shall not be deemed, a violation of the single purpose entity covenants.

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(g) Assets of New Borrower. The only assets of New Borrower are the Property, the personal property owned by New Borrower and used in connection with the Property and cash or cash equivalents.

(h) Management of Property. New Borrower is entering into a Property Management Agreement with Property Manager for the management of the Property (the “**New Management Agreement**”). The term “**Management Agreement**” or “**management agreement**” or such other similar term in the Loan Documents shall subsequently refer to the New Management Agreement. The term “**Property Manager**” or such other similar term in the Loan Documents shall subsequently refer to the Property Manager. New Borrower covenants and agrees to comply with and to direct the Property Manager to comply with all terms of the Loan Documents concerning the management of the Property, including without limitation the obligation to obtain Lender’s consent to the management of the Property by any entity other than Property Manager. Property Manager shall execute and deliver to Lender a subordination of the New Management Agreement in form acceptable to Lender.

(i) Cash Management Agreement. New Borrower agrees and acknowledges that (i) the Cash Management Agreement is in full force and effect, (ii) New Borrower has taken all actions required of New Borrower to open any new accounts required thereunder, and (iii) immediately following the completion of the Requested Actions, New Borrower shall deliver written notices to all tenants and other parties as set forth in the Cash Management Agreement and/or the Loan Documents of the requirements of the Cash Management Agreement.

(j) Loans to Related Entities. There are no loans payable by New Borrower to any of the Related Entities or any other entities or persons.

(k) Non-Consolidation Opinion. New Borrower will comply in all material respects with each of the assumptions made with respect to it in the substantive non-consolidation opinion letter, dated the Effective Date, delivered by New Borrower’s counsel in connection with the Requested Actions (the “**Non-Consolidation Opinion**”), including but not limited to, any exhibits attached thereto, and any certificates referred to therein. New Borrower has caused and shall cause each entity other than the New Borrower with respect to which an assumption is made in the Non-Consolidation Opinion, including but not limited to, any exhibits attached thereto, to comply in all material respects with each of the assumptions made with respect to it in the Non-Consolidation Opinion, including, but not limited to, any exhibits attached thereto, and any certificates referred to therein. All of the assumptions made in the Non-Consolidation Opinion, including, but not limited to, any exhibits attached thereto, and any certificates referred to therein are true and correct in all material respects.

(l) New Borrower Parties’ Interests. None of New Borrower Parties or any of the Related Entities is obtaining a loan to finance its direct or indirect interest in New Borrower or the Property or pledging its direct or indirect interest in New Borrower to any party, and none of the entities or individuals owning a direct or indirect interest in New Borrower has any right to take over control from any of such other entities or individuals, except as provided in Section 7.2.5 of the JV Agreement (as defined in Schedule 3.1 attached hereto) and New Borrower hereby acknowledges and agrees that such right may not be exercised without having first

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obtained Lender's prior written consent as provided in Section 5.36 of the Loan Agreement (such Section 5.36 added to the Loan Agreement pursuant to Schedule 3.1 attached hereto).

(m) Property Management. Property Manager shall manage the Property, pursuant to a written property management agreement between New Borrower and Property Manager dated as of the Effective Date ("**New Management Agreement**"), which New Management Agreement has been approved by Lender. New Borrower shall comply with the terms of the Loan Documents prior to hiring (or consenting to the hiring of) any third party other than Property Manager to manage the Property.

(n) Transfer of Licenses. All transferable Licenses have been transferred to New Borrower as of the Effective Date.

(o) Loan Documents. The Loan Documents, from and after the Effective Date, are valid and legally binding obligations of New Borrower, enforceable against New Borrower and the Property in accordance with their terms, except as may be limited by (i) bankruptcy laws affecting the rights of creditors generally, and (ii) general principles of equity in a proceeding in equity or at law. This Agreement and the execution of other contemplated documents do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, and they shall not in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens and security interests in the Property. New Borrower agrees that the lien and security interests created by the Loan Documents continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged. New Borrower has no defenses, affirmative defenses, setoffs, claims, counterclaims, crossclaims or causes of action of any kind or nature whatsoever against the Lender Parties with respect to (i) the Loan, (ii) the indebtedness due under the Loan Documents ("**Indebtedness**"), (iii) the Loan Documents, or (iv) the Property. To the extent New Borrower would be deemed to have any such defenses, affirmative defenses, setoffs, claims, counterclaims, crossclaims or causes of action as of the Effective Date, New Borrower knowingly waives and relinquishes them. New Borrower acknowledges that it has received copies of all of the Loan Documents.

(p) No Default. New Borrower is not aware of any event, fact or circumstance that has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, would constitute an Event of Default under the Loan Documents.

(q) Inspections and Tenant Estoppels. New Borrower has not obtained any inspection reports relating to the Property except as reflected on **Exhibit E** attached hereto and other than the surveys provided to the Lender prior to the Effective Date. New Borrower has not obtained any tenant estoppel certificates from the tenants located at the Property that have not been delivered to Lender.

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(r) Organizational Chart. The organizational chart attached hereto as **Exhibit D** is a true and correct representation of New Borrower's ownership structure.

(s) Reaffirmation. New Borrower affirms and confirms, to New Borrower's actual knowledge, the truth and accuracy of all representations and warranties set forth in the Loan Documents (but excluding any representations and warranties related to the structure, authorizations or obligations of Original Borrower itself), in all material respects, as if made on the Effective Date, except as reflected on **Exhibit E** attached hereto.

ARTICLE 2

ACKNOWLEDGMENTS AND COVENANTS OF BORROWER PARTIES

As a material inducement to Lender to enter into this Agreement and to consent to Requested Actions each of Borrower Parties, as to itself only, acknowledges, warrants, represents, covenants and agrees to and with Lender as follows:

2.1 Assumption of Loan. New Borrower hereby assumes the indebtedness due under the Notes, the Loan and all of Original Borrower's other obligations, as grantor, mortgagor, borrower, assignor, trustor, indemnitor, guarantor, or maker, as the case may be, under the Loan Documents to the same extent as if New Borrower had signed such instruments. New Borrower agrees to comply with and be bound by all the terms, covenants and agreements, conditions and provisions set forth in the Loan Documents. New Borrower and Lender hereby confirm, acknowledge and agree that the execution, delivery and performance of this Agreement (i) shall not constitute or create a novation or repayment of any indebtedness under the Loan Agreement and (ii) shall not serve to discharge any obligations of Original Borrower existing under Loan Agreement except as specifically set forth herein, in each case as of the Effective Date.

2.2 Indebtedness. As of November 10, 2021, the outstanding principal balance of Note A-1 was \$23,100,000, the outstanding principal balance of Note-2 was \$15,400,000, and the following escrow and reserve balances (collectively, "**Escrow Balances**") are being held by Lender: (i) a real estate tax escrow balance of \$622,178.58; (ii) a capital expenditure reserve escrow balance of \$205,071.29; and (iv) a rollover reserve escrow balance of \$162,786.14. Further, Borrower Parties acknowledge and agree that Lender will continue to hold the Escrow Balances for the benefit of New Borrower in accordance with the terms of the Loan Documents. In the event of any error in, or omission from, the foregoing, Lender shall not be prejudiced, limited, or estopped, in any way in its right to charge, collect and receive any and all monies lawfully due Lender under the Loan Documents. Lender represents and warrants to New Borrower that to Lender's actual knowledge (i) the outstanding principal amounts and Escrow Balances set forth above in this Section 2.2 are correct, (ii) Lender has not issued any written notices of default to Original Borrower which have not been cured, and (iii) there are no existing material defaults under the Loan Documents.

2.3 Assumption and Other Fees. Simultaneously with or prior to the Effective Date, any or both of Borrower Parties shall pay to or has paid Lender: (a) an application/processing fee of \$20,000; (b) an assumption fee equal to \$192,500, which is 0.50% of the outstanding principal balance of the Loan; (c) any rating agency review and/or legal fees; and (d) such other costs,

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fees, and expenses as shown in the closing statement executed by Borrower Parties in connection with the closing of this transaction. Each of the Borrower Parties agrees that the foregoing are fees for new consideration and are not interest charged in connection with the Loan.

2.4 Payment of Transaction Costs and Expenses. Any or both of Borrower Parties shall pay at the time of execution of this Agreement by Lender: (a) the legal fees and disbursements of Lender's counsel, Kilpatrick Townsend & Stockton LLP, in connection with the preparation of this Agreement and the transactions contemplated in this Agreement; (b) all recording costs and documentary stamps, or other taxes if any, due upon the recording of this Agreement; and (c) the costs of updating Lender's policy of title insurance insuring the Security Instrument to a current date and endorsing such policy to include this Agreement in the description of the Security Instrument with no additional exceptions, or, at New Borrower's option, the cost of obtaining a new Lender's policy of title acceptable to Lender insuring the Security Instrument as affected by this Agreement.

2.5 Information.

(a) New Borrower and New Indemnitor confirm that all information provided to Lender and/or any Servicer by or on behalf of New Borrower and/or New Indemnitor or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) the Requested Actions, (ii) this Agreement or the contemplated transactions or (iii) the Property, contains no untrue statement of material fact known to New Borrower and/or New Indemnitor, as applicable, and does not omit a material fact known to New Borrower and/or New Indemnitor, as applicable, necessary in order to make such information not materially misleading (collectively, the "**NB Disclosure Representations**"). New Borrower and New Indemnitor, jointly and severally, agree to reimburse, indemnify and hold Lender Parties harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all reasonable legal fees and court costs but excluding special or punitive damages) (collectively, "**Indemnification Costs**"), which may now or in the future be suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the NB Disclosure Representations of New Borrower and/or New Indemnitor in connection with the Requested Actions, this Agreement or the contemplated transactions. The providing of any financial information of New Borrower and New Indemnitor by Lender or any Servicer to any rating agency is expressly consented to by New Borrower and New Indemnitor and will not infringe upon or violate any intellectual property rights of any party.

(b) Original Borrower and Current Indemnitor confirm that all information provided to Lender and/or any Servicer by or on behalf of Original Borrower and/or Current Indemnitor or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) the Requested Actions, (ii) this Agreement or the contemplated transactions or (iii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not materially misleading (collectively, the "**OB Disclosure Representations**"). Original Borrower and Current Indemnitor, jointly and severally, agree to reimburse, indemnify and hold Lender Parties harmless from and against any and all Indemnification Costs, which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out

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of any breach or inaccuracy of the OB Disclosure Representations or any fraudulent or tortious conduct of Original Borrower and/or Current Indemnitor in connection with the Requested Actions, this Agreement or the contemplated transactions, or the Property, including any misrepresentation of financial data presented to Lender and/or Servicer. The providing of any such information by Lender and/or any Servicer to any rating agency is expressly consented to by Original Borrower and Current Indemnitor and will not infringe upon or violate any intellectual property rights of any party.

2.6 Release and Covenant Not To Sue. Each of Borrower Parties, New Indemnitor and Current Indemnitor, as to itself and all of its heirs, successors and assigns (collectively, “**Releasing Parties**”), remises, releases, acquits, satisfies and forever discharges Lender Parties from any and all manner of debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions, inactions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, whether known or unknown, either now accrued or subsequently maturing, which any of Releasing Parties now has or subsequently can, shall or may have by reason of any matter, cause or thing, from the beginning of the world to and including the Effective Date, including, without limitation, matters arising out of or relating to (a) the Loan, (b) the Loan Document, (c) the Indebtedness, (d) the Property, and (e) any other agreement or transaction between Releasing Parties or any one of them and any of Lender Parties concerning matters arising out of or relating to the items set forth in subsections (a) – (d) above. Each of Releasing Parties covenants and agrees never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action. For the avoidance of doubt, each of the Borrower Parties, Current Indemnitor, New Indemnitor and Lender acknowledge and agree that the above release and covenant not to sue does not cover any matter first occurring or arising under this Agreement after the Effective Date.

2.7 Deposit Account. Each of the Borrower Parties acknowledges and agrees that: (i) the Deposit Account established prior to the Effective Date pursuant to the Original DACA (as defined in the attached **Exhibit B**) (the “**Original Deposit Account**”) shall be terminated as of last day of the calendar month following the Effective Date (the “**Account Termination Date**”); and (ii) any funds held and/or received in the Original Deposit Account on or after the Effective Date (including any minimum balance remaining after payment of any fees and charges due to Wells Fargo Bank, National Association (“**Original Deposit Bank**”) through the Account Termination Date) will be transferred to the new Deposit Account (the “**New Deposit Account**”) established by New Borrower pursuant to the Deposit Account Control Agreement dated as of the Effective Date between Borrower, Lender, and Wells Fargo Bank, National Association (the “**New DACA**”). Upon consummation of the Requested Actions, Original Borrower agrees that it shall have no further interest in any funds held or received in the Original Deposit Account. Original Borrower hereby releases each of Lender and Wells Fargo Bank, National Association, from any further responsibility to Original Borrower with respect to the Original Deposit Account. Contemporaneously with the execution and delivery of this Agreement by Original Borrower, Original Borrower shall execute and deliver a separate direction letter to Wells Fargo Bank, National Association, acknowledging and agreeing to the transfer of (and directing the Original Deposit Bank to transfer if required) any such funds held

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and/or received in the Original Deposit Account on or after the Effective Date to the new Deposit Account established by New Borrower. Lender and Borrower Parties acknowledge and agree that there will be one deposit account under the New DACA (i.e. the New Deposit Account) and that Borrower 1 will be the lead borrower for purposes of the New Deposit Account and the Cash Management Account (as such term is defined in that certain First Amendment Cash Management Agreement dated as of the Effective Date, between Lender, Borrower, Cash Management Bank and Manager).

2.8 Further Assurances. Borrower Parties shall execute and deliver to Lender such agreements, instruments, documents, financing statements and other writings as may be requested from time to time by Lender to perfect and to maintain the perfection of Lender's security interest in and to the Property, and to consummate the transactions contemplated by or in the Loan Documents and this Agreement.

ARTICLE 3

ADDITIONAL PROVISIONS

3.1 Modifications to Loan Documents. The Loan Documents are modified in accordance with the terms of Schedule 3.1 attached.

3.2 Post-Closing Deferred Maintenance Repairs.

(a) Within sixty (60) days of the Effective Date (the "**Life Safety Work Deadline**"), New Borrower shall (i) cause to be completed in a good workmanlike conditions, lien-free and in accordance with all Legal Requirements, all of the deferred maintenance items listed on Page 5 in the Inspection Reports (as defined below) that are identified as life safety items (collectively, the "**Life Safety Items**"), and (ii) have provided Lender with evidence that the Life Safety Items have been so completed and that all costs associated with the Required Work have been paid in full. If Borrower fails to comply with this subsection (a) by the Life Safety Work Deadline, within ten (10) Business Days after receipt of notice from Lender of such failure shall, at Lender's option, be an Event of Default under the Loan Documents.

(b) Within one hundred (120) days of the Effective Date (the "**Other Deferred Maintenance Deadline**"), New Borrower shall (i) cause to be completed in a good workmanlike conditions, lien-free and in accordance with all Legal Requirements, all of the deferred maintenance items identified on Page 5 in the Inspection Reports (other than the Life Safety Items) (collectively, the "**Other Deferred Maintenance Items**"), and (ii) have provided Lender with evidence that the Other Deferred Maintenance Items have been so completed and that all costs associated with the Other Deferred Maintenance Items have been paid in full. If Borrower fails to comply with this subsection (b) by the Other Deferred Maintenance Deadline, within ten (10) Business Days after receipt of notice from Lender of such failure shall, at Lender's option, be an Event of Default under the Loan Documents.

(c) The term "**Inspection Reports**" shall mean and refer to (i) that certain Standard Inspection Form dated May 4, 2021, prepared for the Lender with respect to that certain property having an address of 6601-6669 W. Mill Road, Milwaukee, Wisconsin, and (ii) that

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certain Standard Inspection Form dated May 4, 2021, prepared for the Lender with respect to that certain property having an address of 8301 W. Parkland Court, Milwaukee, Wisconsin, copies of which Inspection Reports were delivered to Borrower Parties prior to the Effective Date.

3.3 Broadview Property Post-Closing Repairs. Within the earlier of (a) the date by which the City of Broadview requires the City Repair Items (as defined below) to be completed, and (b) the date which is ninety (90) days of the Effective Date (the “**City Repair Deadline**”), New Borrower shall (i) cause to be completed in a good workmanlike conditions, lien-free and in accordance with all Legal Requirements, all of the items and repairs required in the City Inspection Reports (as defined in Exhibit E) (collectively, the “**City Repair Items**”), and (ii) have provided Lender with evidence that the City Repair Items have been so completed and that all costs associated with the City Repair Items have been paid in full. If Borrower fails to comply with this Section 3.3 by the City Repair Deadline, within ten (10) Business Days after receipt of notice from Lender of such failure shall, at Lender’s option, be an Event of Default under the Loan Documents.

3.4 Consent of Lender. Subject to the terms of this Agreement, Lender consents to the Requested Actions. Each of Borrower Parties, New Indemnitor and Current Indemnitor agrees that neither this Agreement nor Lender’s consent to the Requested Actions shall be deemed Lender’s consent or a waiver of Lender’s right to consent to any other action requiring Lender consent under the Loan Documents that may be contained in any of the documents or items delivered to Lender in connection with the Requested Actions, whether or not such documents or items were reviewed and/or accepted by Lender, including but not limited to any action permitted under that certain Limited Liability Company Agreement of Oyster Venture Two Associates, LLC by and between Oyster Venture Investors, LLC, a Delaware limited liability company, and Big FB Portfolio 2, LLC, an Illinois limited liability company, dated as of or prior to the Effective Date hereof. Moreover, neither this Agreement nor Lender’s consent to the Requested Actions shall constitute a modification of any of the terms of the Loan Documents, except as expressly provided for in this Agreement.

3.5 Release of Original Borrower. Lender releases Original Borrower for any acts or events occurring or obligations arising under the Loan Documents after the Effective Date with the exception of any liability of Original Borrower and/or obligations arising under the Loan Documents (i) based upon any material misrepresentation or breach of any covenant or agreement by Original Borrower in this Agreement or any other document executed in connection with this Agreement, (ii) caused by or arising from the acts of Original Borrower, and/or (iii) based upon (1) Section 10.1(h) of the Loan Agreement (the “**Exculpation Environmental Obligations**”), or (2) any of the other Loan Documents that are caused by or arise from the acts or omissions of Original Borrower or result from the existence of conditions existing prior to the Effective Date or migrating to or from any portion of the Property prior to the Effective Date, or result from a violation of Environmental Law (as defined in the Loan Agreement) prior to the Effective Date (collectively, the “**Borrower’s Recourse Environmental Obligations**”). Original Borrower shall bear the burden of proving when Hazardous Substances (as defined in the Loan Agreement) first existed upon, about or beneath the Property or began migrating to or from the Property and when a violation of Environmental Law first occurred. The foregoing burden of proof is for the benefit of the Lender, its successors and assigns, and is not for the benefit of any other party.

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3.6 UCC Filings. New Borrower hereby grants and confirms unto Lender a first lien priority security interest in all of New Borrower's assets owned as of the Effective Date or subsequently acquired, including but not limited to (i) all of its personal property and all of the fixtures located at the Property and (ii) the Mortgaged Property and the Trust Property (as such terms are defined in the Security Instrument), including, without limitation, the Collateral (as such term is defined in the Security Instrument) to the maximum extent permitted by the Uniform Commercial Code ("UCC"). Borrower Parties hereby consent to the filing of any financing statements or UCC forms required to be filed in the applicable states or any other applicable filing office, including, but not necessarily limited to, the state of organization of New Borrower and in the Records (collectively "**Filings**") in order to perfect or continue the perfection of said interest and, notwithstanding anything contained in any of the Loan Documents to the contrary, in accordance with the UCC, as amended subsequent to the making of the Loan, said Filings may be made by Lender without the consent of either of the Borrower Parties.

3.7 References to Loan Documents. All references to the term "Loan Documents" in this Agreement including the Joinder by and Agreement of Current Indemnitor ("**Current Indemnitor Joinder**") and the Joinder by and Agreement of New Indemnitor ("**New Indemnitor Joinder**") attached hereto, the Loan Agreement, the Security Instrument and the other Loan Documents are modified to include this Agreement and all documents executed and/or required in connection with the Requested Actions. All references to the term "Loan Documents", "Loan Agreement", and "Guaranty" in this Agreement (including the New Indemnitor Joinder and the New Indemnitor Joinder) shall mean and refer to the Loan Documents, the Loan Agreement and the Guaranty, as assumed and modified by the terms of this Agreement, the Current Indemnitor Joinder and/or the New Indemnitor Joinder.

3.8 Authority of Lender. Lender has the authority to act on behalf of the holders of the Notes as the lead securitization note holder under that certain Agreement Between Note Holders dated as of December 19, 2016 (the "Co-Lender Agreement"). LNR Partners, LLC, a Florida limited liability company ("**Special Servicer**"), is the special servicer for the lead securitization trust and has the power and authority under the Co-Lender Agreement to enter into this Agreement on behalf of Lender.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 No Limitation of Remedies. No right, power or remedy conferred upon or reserved to or by Lender in this Agreement is intended to be exclusive of any other right, power or remedy conferred upon or reserved to or by Lender under this Agreement, the Loan Documents or at law. Each and every such right, power and remedy shall be cumulative and concurrent, and shall be in addition to each and every other right, power and remedy given under this Agreement, the Loan Documents or now or subsequently existing at law.

4.2 No Waivers. Except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party in the exercise of any right or

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remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions. Any party may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

4.3 Successors or Assigns. Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be deemed included, but the provisions shall not be deemed to permit any transfer by either of the Borrower Parties. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

4.4 Construction of Agreement. Each party to this Agreement acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower Parties at all times have had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement and have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have been made by or on behalf of Lender, or relied upon by Borrower Parties, pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement, which represents the final and sole agreement of the parties with respect to the subject matters. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement are the free and voluntary act of Borrower Parties.

4.5 Invalid Provision to Affect No Others. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained in this Agreement, and the remainder of this Agreement shall remain operative and in full force and effect.

4.6 Notices. Notwithstanding anything to the contrary in any of the Loan Documents, any and all notices, elections, approvals, consents, demands, requests and responses ("**Communications**") permitted or required to be given under this Agreement or the Loan Documents shall not be effective unless in writing, signed by or on behalf of the party giving the same, and sent by certified or registered mail, postage prepaid, return receipt requested, by hand delivery or by a nationally recognized overnight courier service (such as FedEx), to the party to be notified at the address of such party set forth below or at such other address within the

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continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance with this Section. Any Communications shall be effective upon the earlier of their receipt or three (3) Business Days after mailing in the manner indicated in this Section. Receipt of Communications shall occur upon actual delivery but if attempted delivery is refused or rejected, the date of refusal or rejection shall be deemed the date of receipt. Notice to outside counsel or parties other than the named Original Borrower, New Borrower and Lender, now or subsequently designated by a party as entitled to notice, are for convenience only and are not required for notice to a party to be effective in accordance with this Section. Any Communication, if given to Lender, must be addressed as follows, subject to change as provided above:

Wilmington Trust, National Association, as Trustee
 c/o Wells Fargo Bank, N.A.
 Wells Fargo Commercial Mortgage Servicing
 Three Wells Fargo
 401 S. Tryon Street, 8th Floor
 MAC D1650-084
 Charlotte, NC 28202
 Re: WFCM 2016-C37, Loan No. M883100663

With a copy to:

LNR Partners, LLC
 1601 Washington Avenue, Suite 700
 Miami Beach, Florida 33139
 Attn: Director of Loan Asset Management
 Re: WFCM 2016-C37, Loan No. M883100663

and, if given to Original Borrower, must be addressed as follows, notwithstanding any other address set forth in the Loan Documents to the contrary, subject to change as provided above:

GFG CI-1 LLC
 9450 W. Bryn Mawr Avenue, Suite 750
 Rosemont, Illinois 60018

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With a copy to:

King & Spalding, LLP
300 S. Tryon Street, Suite 1700
Charlotte, NC 28202
Attn: David Hudson, Esq.

and, if given to New Borrower, must be addressed as follows, subject to change as provided above:

Oyster Two Illinois Owner, LLC
Oyster Two Wisconsin Owner, LLC and
1602 Corporate Drive Owner, LLC
c/o Farallon Capital Management, L.L.C.
One Maritime Plaza, Suite 2100
San Francisco, California 94111
Attn: Josh Dapice and Jack Kelly
Facsimile: (415) 956-8852

With a copy to:

Pircher, Nichols & Meeks LLP
Real Estate Notices (903404.4)
1901 Avenue of the Stars, Suite 200
Los Angeles, CA 90067
Attn: SCS/ABR/DM
Facsimile: (310) 201-8922

4.7 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the provisions of Section 10.6 of the Loan Agreement.

4.8 Headings; Exhibits. The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part of this Agreement and shall not be used to construe, limit or otherwise affect this Agreement.

4.9 Modifications. The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted. Lender's consent to the Requested Actions shall not be deemed to constitute Lender's consent to any provisions of the organizational documents that would be in violation of the terms of any of the Loan Documents.

4.10 Time of Essence; Consents. Time is of the essence of this Agreement and the Loan Documents. Any provisions for consents or approvals in this Agreement shall mean that such consents or approvals shall not be effective unless in writing and executed by Lender.

4.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement.

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Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form but having attached to it one or more additional signature pages.

4.12 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4.13 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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The parties have executed and delivered this Agreement as of the Effective Date.


Witnesses:

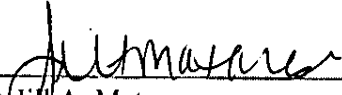
ORIGINAL BORROWER:

GFG CI-1 LLC, a Delaware limited liability company

By: GSS CI (GFH), LLC, a Delaware limited liability company, its sole member


Print Name: Carolyn Mosher


Print Name: Bernard J. Angelo

By: 
Name: Jill A. Matarese
Title: Vice President


STATE OF NEW YORK

COUNTY OF SUFFOLK

) SS.:

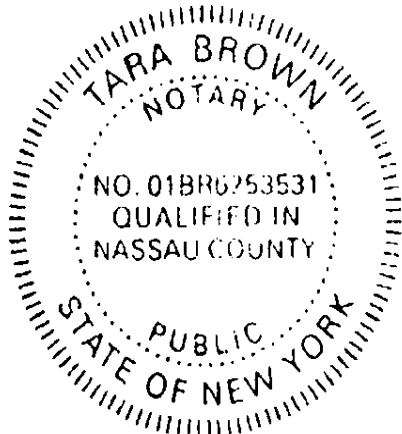
I, Tara Brown, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Jill A. Matarese, the Vice President of GSS CI (GFH), LLC, as sole member of GFG CI-1 LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as her/his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 13th day of October, 2021.


Notary Public

[SEAL]

My Commission Expires: 12/19/23



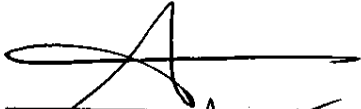
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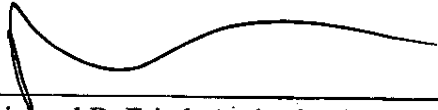
The parties have executed and delivered this Agreement as of the Effective Date.


Witnesses:

NEW BORROWER 1:

OYSTER TWO ILLINOIS OWNER, LLC, a
Delaware limited liability company


Print Name: Ali Fried

By: 
Richard B. Fried, Authorized Signatory


Print Name: John Williams

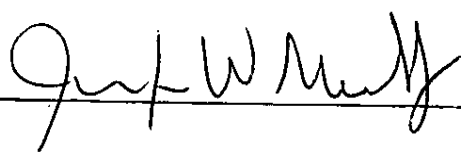
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

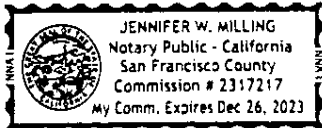
State of California)
County of San Francisco)

On 10/11, 2021, before me, Jennifer W. Milling, a Notary Public, personally appeared Richard B. Fried, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Notary Public _____

My Commission Expires: _____

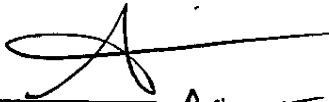
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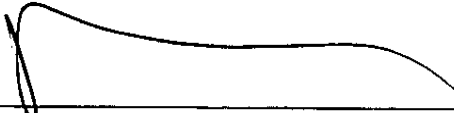
The parties have executed and delivered this Agreement as of the Effective Date.


Witnesses:

NEW BORROWER 2:

**OYSTER TWO WISCONSIN OWNER, LLC, a
Delaware limited liability company**


Print Name: Ali Fried

By: 
Richard B. Fried, Authorized Signatory


Print Name: John Willing

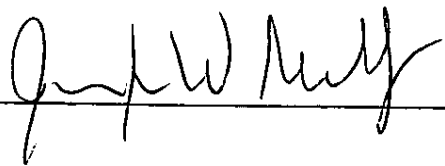
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

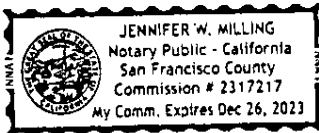
State of California)
County of San Francisco)

On 10/11, 2021, before me, Jennifer W. Milling a Notary Public, personally appeared Richard B. Fried, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Notary Public _____

My Commission Expires: _____

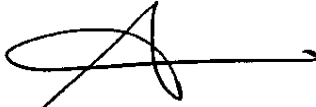
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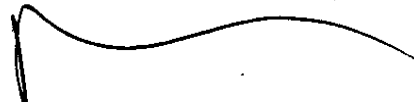
The parties have executed and delivered this Agreement as of the Effective Date.

Witnesses:

NEW BORROWER 3:

1602 CORPORATE DRIVE OWNER, LLC, a
Delaware limited liability company


Print Name: Ali Fried

By: 
Richard B. Fried, Authorized Signatory


Print Name: John Milling

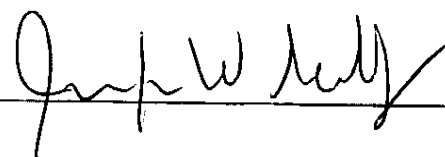
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

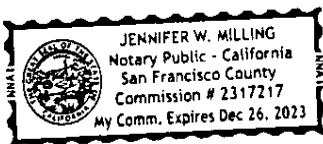
State of California)
County of San Francisco)

On 10/11, 2021, before me, Jennifer W. Milling, a Notary Public, personally appeared Richard B. Fried, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Notary Public

My Commission Expires: _____

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SCHEDULE 3.1

MODIFICATIONS TO LOAN DOCUMENTS

(INTENTIONALLY DELETED FOR PURPOSES OF RECORDING)

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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SCHEDULE A

LIST OF PROPERTY

	Property Address
1.	12550 S. Lombard Lane Alsip, IL 60803
2.	2000 S. 25 th Avenue Broadview, IL 60155
3.	3701 W. 128 th Place Alsip, IL 60803
4.	3801-3831 Hawthorne Court Waukegan, IL 60087
5.	4381 Ryan Road Gurnee, IL 60031
6.	461 N. Third Avenue Des Plaines, IL 60016
7.	8585 S. 77 th Street Bridgeview, IL 60455
8.	999 Raymond Street Elgin, IL 60120
9.	1602 Corporate Drive Warrensburg, MO 64093
10.	6601-6671 W. Mill Road Milwaukee, WI 53218
11.	8301 W. Parkland Court Milwaukee, WI 53223

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EXHIBIT A

LEGAL DESCRIPTION

3701 West 128th Place, Alsip, IL

PARCEL 1:

THE NORTH 364 FEET OF THE FOLLOWING, TAKEN AS A TRACT: LOT 9, EXCEPT THE WEST 67.58 FEET THEREOF, AND LOTS 10, 11 AND 12 IN BLUE ISLAND GARDENS SUBDIVISION OF THE FOLLOWING DESCRIBED TRACT: THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES THEREOF AND EXCEPT THE WEST 1/11 FEET OF THAT PART OF SAID NORTHWEST QUARTER LYING WEST OF SAID EAST 20 ACRES), IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35, ACCORDING TO THE PLAT THEREOF RECORD APRIL 19, 1968 AS DOCUMENT 20464384; THENCE NORTH 00 DEGREES 00 MINUTES WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 441.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF WEST 128TH PLACE IN SAID ALSIP INDUSTRIAL PARK UNIT 2; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE OF WEST 128TH PLACE, A DISTANCE OF 6.97 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 158.51 FEET TO A POINT 38.00 FEET OF THE WEST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG A LINE PARALLEL WITH AND 38.00 FEET WEST OF THE WEST LINE OF SAID LOT 3, A DISTANCE OF 285.92 FEET TO THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST (ALSO BEING THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35); THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 24-35-100-036-0000; 24-35-100-091-0000; 24-35-101-034-0000; 24-35-101-036-0000; 24-35-101-038-000; & 24-35-101-040-0000

Street Address: 3701 W. 128th Place, Alsip, Illinois 60803

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12550 Lombard Lane, Alsip, IL

LOT 1 IN ACCUREAL SUBDIVISION OF THE SOUTH 340.00 FEET OF LOT 10 IN FIRST ADDITION TO ALSIP INDUSTRIAL HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ACCUREAL SUBDIVISION RECORDED JULY 29, 1991 AS DOCUMENT 91376891, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 24-27-401-050-0000

Street Address: 12550 S. Lombard Lane, Alsip, Illinois 60803

Property of Cook County Clerk's Office

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2000 South 25th Avenue, Broadview, IL

PARCEL 1A:

THE NORTH 476.0 FEET OF THE WEST 582 FEET OF THE EAST 615.0 FEET OF LOT 16 IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THE NORTH 16.5 FEET OF VACATED HARVARD STREET, BEING 33 FEET IN WIDTH, IN SHEKLETON BROTHERS 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818 IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: ON THE EAST BY THE EAST LINE OF LOT 10 IN BLOCK 5 EXTENDED SOUTH; ON THE SOUTH BY THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ON THE WEST BY THE WEST LINE OF LOT 23 IN BLOCK 5 EXTENDED SOUTH; ON THE NORTH BY THE SOUTH LINES OF LOTS 10 THROUGH 23 INCLUSIVE IN BLOCK 5.

PARCEL 1C:

THE SOUTH 16.5 FEET OF VACATED HARVARD STREET, BEING 33 FEET IN WIDTH, IN SHEKLETON BROTHERS 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818 IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: ON THE EAST BY THE EAST LINE OF LOT 10 IN BLOCK 5 EXTENDED SOUTH; ON THE SOUTH BY THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ON THE WEST BY THE WEST LINE OF PARCEL 1 EXTENDED NORTH; ON THE NORTH BY THE SOUTH LINES OF LOTS 10 THROUGH 23 INCLUSIVE IN BLOCK 5.

P.I.N.: 15-16-412-037-0000
15-16-420-017-0000

Commonly known as: 2000 South 25th Avenue, Broadview, Illinois 60155

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3801-3831 Hawthorne Court, Waukegan, IL

LOT 2 IN HAWTHORN INDUSTRIAL CENTER-WAUKEGAN, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1978 AS DOCUMENT 1931323, IN BOOK 66 OF PLATS, PAGES 26 AND 27 IN LAKE COUNTY, ILLINOIS.

Property Identification Number: 07-12-110-003

Street Address: 3801-3831 Hawthorne Court, Waukegan, Illinois 60087

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6601-6671 West Mill Road, Milwaukee, WI

Parcel 1: Certified Survey Map No. 1001, recorded on March 12, 1969, Reel 468, Images 841 to 844 inclusive, as Document No. 4450212, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 27, Town 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Parcel 2: 30 foot easement for utility purposes for the benefit of Parcel 1 created by that certain Agreement dated September 15, 1971 and recorded on September 23, 1971 as Document No. 4624041.

Tax Key No. 155-0301-000

Address commonly known as: 6601-6671 W. Mill Road, Milwaukee, Wisconsin

Property of Cook County Clerk's Office

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8301 West Parkland Court, Milwaukee, WI

Parcel 2 of Certified Survey Map No. 3843, recorded March 20, 1980 in Reel 1284, Images 1141 to 1144 inclusive, as Document No. 5388814, being a division of Parcel 3 of Certified Survey Map No. 3726 being a part of the Northeast 1/4 and the Northwest 1/4 of Section 16, Town 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 081-0222-000

Address commonly known as: 8301 W. Parkland Court, Milwaukee, Wisconsin

Property of Cook County Clerk's Office

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1602 Corporate Drive, Warrensburg, MO

Lots B-1, B-2 and B-3 of WARRENSBURG INDUSTRIAL CENTER SIXTH PLAT in the City of Warrensburg, Johnson County, Missouri, as shown by the plat filed in Plat Book 11, Pages 56-57, in the City of Warrensburg, Johnson County, Missouri, EXCEPT the East 88 feet of the South 231.85 feet of said Lot B-3 conveyed to Utilicorp United, Inc., at Book 996, Page 161 in the Deed Records of Johnson County, Missouri.

Address commonly known as: 1602 Corporate Drive, Warrensburg, Missouri 64093

Permanent Tax Identification Numbers:	11-40-20-00-000-0003.05 (Lot B-1)
	11-40-20-00-000-0003.08 (Lot B-2)
	11-40-20-00-000-0003.12 (Lot B-3)

Property of Cook County Clerk's Office

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8585 South 77th Street, Bridgeview, IL

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, 179.0 FEET (AS MEASURED ALONG THE WEST LINE) NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 33.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1212.0 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD RIGHT OF WAY, (BEING THE EAST 33.0 FEET EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36); THENCE SOUTHERLY ALONG SAID LOT, A DISTANCE OF 1122.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 429.0 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, A DISTANCE OF 510.0 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 240.0 FEET, MORE OR LESS TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEING 559.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 562.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING; ALSO, EXCEPT THE NORTH 543.00 FEET OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

Property Identification Number: 18-36-306-009-0000

Street Address: 8585 S. 77th Street, Bridgeview, Illinois 60455

EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED TO CSX TRANSPORTATION, INC BY QUITCLAIM DEED, RECORDED DECEMBER 26, 2018 AS DOCUMENT 1836045000, DESCRIBED AS FOLLOWS:

THAT PART OF SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS USING BEARINGS REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011):

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COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 02 DEGREES 03 MINUTES 09 SECONDS WEST ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 848.83 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE PREMISES CONVEYED IN DEED RECORDED DECEMBER 2, 2016 AS DOCUMENT NO. 1633713029; THENCE SOUTH 87 DEGREES 55 MINUTES 24 SECONDS WEST ON SAID EASTERLY EXTENSION, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BALTIMORE & OHIO, CHICAGO TERMINAL RAILROAD, AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 09 SECONDS EAST ON SAID WESTERLY RIGHT-OF-WAY LINE, BEING ALSO THE EASTERLY LINE OF SAID PREMISES, 16.39 FEET TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PREMISES; THENCE SOUTH 19 DEGREES 39 MINUTES 20 SECONDS WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE ON THE SOUTHEASTERLY LINE OF SAID PREMISE, 26.43 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 51 SECONDS WEST, 10.22 FEET TO A POINT 20.00 FEET WEST OF SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 02 DEGREES 03 MINUTES 09 SECONDS WEST PARALLEL WITH SAID WESTERLY RIGHT-OF-WAY LINE, 40.94 FEET TO THE NORTHERLY LINE OF SAID PREMISES; THENCE NORTH 87 DEGREES 55 MINUTES 24 SECONDS EAST ON SAID NORTHERLY LINE, 20.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

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999 Raymond Street, Elgin, IL

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF GRACE STREET, AND EAST OF THE EAST LINE OF RAYMOND STREET, AND LYING SOUTH OF A LINE THAT INTERSECTS THE WEST LINE OF GRACE STREET 601.2 FEET (MEASURED ALONG SAID WEST LINE OF GRACE STREET) NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 AND WHICH INTERSECTS THE EAST LINE OF RAYMOND STREET 639.6 FEET (MEASURED ALONG SAID EAST LINE OF RAYMOND STREET) NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS CREATED BY EASEMENT AGREEMENT RECORDED JULY 17, 1986 AS DOCUMENT 1779115, FOR THE BENEFIT OF PARCEL ONE OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF GRACE STREET AND EAST OF THE EAST LINE OF RAYMOND STREET AND LYING NORTH OF A LINE THAT INTERSECTS THE WEST LINE OF GRACE STREET, 601.2 FEET (MEASURED ALONG SAID WEST LINE OF GRACE STREET) NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 AND WHICH INTERSECTS THE EAST LINE OF RAYMOND STREET, 639.6 FEET (MEASURED ALONG SAID EAST LINE OF RAYMOND STREET) NORTH OF SAID SOUTH LINE OF SAID SOUTH EAST 1/4 AND ALSO LYING SOUTH OF A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE ABOVE DESCRIBED LINE, (EXCEPT THE EASTERLY 120 FEET THEREOF), IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

Property Identification Number: 06-24-451-004

Street Address: 999 Raymond Street, Elgin, Illinois 60120

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4081 Ryan Road, Gurnee, IL

LOTS 25 THROUGH 32, BOTH INCLUSIVE, IN DELANY BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1990 AS DOCUMENT 2887418, IN LAKE COUNTY, ILLINOIS.

Property Identification Number: 07-12-303-033

Street Address: 4081 Ryan Road, Gurnee, Illinois 60031

Property of Cook County Clerk's Office

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461 North Third Avenue, Des Plaines, IL

THAT PART OF LOT 1 IN CONRAD MOEHLING'S SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 7 AND PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 349.64 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF PROPERTY OF THE COMMONWEALTH EDISON COMPANY; THENCE NORTHWESTERLY ON A LINE FORMING AN ANGLE OF 36 DEGREES 32 MINUTES 33 SECONDS TO THE WEST FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 337.03 FEET TO A POINT IN A LINE 210 FEET WEST OF AND MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE NORTH ON A LINE PARALLEL WITH SAID EAST LINE A DISTANCE OF 308.98 FEET TO A POINT 533.13 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 (MEASURED IN SAID PARALLEL LINE), SAID POINT BEING THE POINT OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 431.45 FEET TO A POINT IN THE EAST LINE OF THIRD AVENUE IN DES PLAINES TERRACE UNIT NO. 3 SUBDIVISION (AS RECORDED MARCH 13, 1963 AS DOCUMENT 18741707), SAID POINT BEING 508.66 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION (AS MEASURED ON SAID EAST LINE) OF THIRD AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE OF THIRD AVENUE 308 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 432.15 FEET TO A LINE 210 FEET WEST OF AND MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE SOUTH 308 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 09-08-101-006-0000

Street Address: 461 N. Third Avenue, Des Plaines, Illinois 60016

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EXHIBIT B

LOAN DOCUMENTS

(All documents are dated as of November 21, 2016 unless otherwise indicated)

1. Loan Agreement made by and between GFG CI-1 LLC, a Delaware limited liability company ("**Borrower**") and Barclays Bank PLC ("**Original Lender**").
2. Promissory Note A-1 in the original amount of \$23,100,000 made by Borrower in favor of Original Lender ("**Note A-1**").
3. Promissory Note A-2 in the original amount of \$15,400,000 made by Borrower in favor of Original Lender ("**Note A-2**").
4. **12550 S. Lombard Lane, Alsip, IL 60803 (Cook County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 1633601077 in Cook County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to tender, recorded as Document 1633601078 in Cook County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 1633601079 in Cook County, Illinois.
5. **2000 S. 25th Avenue, Broadview, IL 60155 (Cook County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 1633601071 in Cook County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 1633601072 in Cook County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 1633601073 in Cook County, Illinois.
6. **3701 W. 128th Place, Alsip, IL 60803 (Cook County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 1633549258 in Cook County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 1633549259 in Cook County, Illinois.

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- c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 1633549260 in Cook County, Illinois.
7. **3801-3831 Hawthorne Court, Waukegan, IL 60087 (Lake County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 7352295 in Lake County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 7352296 in Lake County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 7352297 in Lake County, Illinois.
8. **4081 Ryan Road, Gurnee, IL 60031 (Lake County)**
 - a. Mortgage, Assignment of Leases- and Rents, Security Agreement and Fixture - Filing made by Borrower to Original Lender, recorded as Document 7352289 in Lake County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 7352290 in Lake County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 7352291 in Lake County, Illinois.
9. **461 N. Third Avenue, Des Plaines, IL 60016 (Cook County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 1633713024 in Cook County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 1633713025 in Cook County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 1633713026 in Cook County, Illinois.
10. **8585 S. 77th Street, Bridgeview, IL 60455 (Cook County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 1633713030 in Cook County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 1633713031 in Cook County, Illinois.

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- c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 1633713032 in Cook County, Illinois.
11. **999 Raymond Street, Elgin, IL 60120 (Kane County)**
 - a. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower to Original Lender, recorded as Document 2016K066016 in Kane County, Illinois.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document 2016K066017 in Kane County, Illinois.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document 2016K066018 in Kane County, Illinois.
 12. **1602 Corporate Drive, Warrensburg, MO 64093 (Johnson County)**
 - a. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower, as trustor, to Steven M. Leigh, as trustee, for the benefit of Original Lender, recorded in Book 3610, Page 149 in Johnson County, Missouri.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded in Book 3610, Page 150 in Johnson County, Missouri.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded in Book 3610, Page 151 in Johnson County, Missouri.
 13. **6601-6671 W. Mill Road, Milwaukee, WI 53218 (Milwaukee County)**
 - a. Mortgage, Assignment of Leases and Rents and Security Agreement made by Borrower to Original Lender, recorded as Document No. 10627080 in Milwaukee County, Wisconsin.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document No. 10627081 in Milwaukee County, Wisconsin.
 - c. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document No. 10627082 in Milwaukee County, Wisconsin.
 14. **8301 W. Parkland Court, Milwaukee, WI 53223 (Milwaukee County)**
 - a. Mortgage, Assignment of Leases and Rents and Security Agreement made by Borrower to Original Lender, recorded as Document No. 10627049 in Milwaukee County, Wisconsin.
 - b. Assignment of Leases and Rents made by Borrower to Original Lender, recorded as Document No. 10627050 in Milwaukee County, Wisconsin.

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- c. CC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, recorded as Document No. 10627051 in Milwaukee County, Wisconsin.
15. UCC-1 Financing Statement naming Borrower, as debtor, and Original Lender, as secured party, filed under File No. 2016 7241142 with the Delaware Secretary of State (“DE SOS”).
16. Assignment of Agreements, Licenses, Permits and Contracts made by Borrower to Original Lender.
17. Deposit Account Control Agreement made by and among Borrower; Original Lender and Wells Fargo Bank, National Association (“**Original DACA**”).
18. Cash Management Agreement made by and among Wells Fargo Bank, National Association, Borrower and Original Lender and agreed to in part by Brennan Management LLC, an Illinois limited liability company.
19. Guaranty of Recourse Obligations made by Michael Brennan and Scott McKibben (collectively, “**Guarantors**”) in favor of Original Lender.

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EXHIBIT C

RENT ROLL

(INTENTIONALLY DELETED FOR PURPOSES OF RECORDING)

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT D

ORGANIZATIONAL CHART

(INTENTIONALLY DELETED FOR PURPOSES OF RECORDING)

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT E

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES

The following inspection reports with respect to the Broadview Property prepared for the City of Broadview dated as of October 21, 2021, which reports New Borrower represents have been provided to Lender (collectively, the “**City Inspection Reports**”):

1. Inspection Report No. 349094 (plumbing);
2. Inspection Report No. 344126 (electrical);
3. Inspection Report No. 350646 (building and mechanical); and
4. Broadview Fire Department Inspection Report.

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JOINDER BY AND AGREEMENT OF CURRENT INDEMNITOR

MICHAEL BRENNAN and **SCOTT MCKIBBEN** (jointly and severally, and individually and collectively, as the context may require, "**Current Indemnitor**"), the guarantor/indemnitor under the Guaranty executed in connection with the Loan described in the Assumption Agreement to which this Current Indemnitor Joinder is attached (the "**Agreement**"), jointly and severally represents and warrants to, and acknowledges and agrees with, Lender the following:

1. **Defined Terms.** All capitalized terms used in this Current Indemnitor Joinder, unless defined below, shall have the meanings given such terms in the Agreement.

2. **Reaffirmation of Guaranty.** The Guaranty constitutes the valid, legally binding joint and several obligation of Current Indemnitor, enforceable against Current Indemnitor in accordance with their respective terms. Current Indemnitor waives and releases any and all defenses, affirmative defenses, setoffs, claims, counterclaims and causes of action of any kind or nature which Current Indemnitor has asserted, or might assert, against any of Lender Parties which in any way relate to or arise out of the Guaranty or any of the other Loan Documents.

3. **Financial Statements.** The financial statements and other information (the "**Current Indemnitor Financial Statements**") of Current Indemnitor which have been previously delivered to Lender are true, complete and accurate in all material respects and accurately represent the financial condition of Current Indemnitor as of the date thereof. All of the assets shown on each Current Indemnitor's Financial Statements are owned by such Current Indemnitor, individually, as his sole and separate property, and not as community property or otherwise jointly with his spouse if married, unless such spouse is a guarantor hereunder and not otherwise jointly with any other person or entity. There has not been any material adverse change to the financial condition of Current Indemnitor between the date of the Current Indemnitor Financial Statements and the Effective Date. Current Indemnitor agrees to timely comply with all financial, bookkeeping and reporting requirements applicable to Current Indemnitor set forth in the Loan Documents. Current Indemnitor acknowledges that this Joinder and the Current Indemnitor Financial Statements have been provided to Lender to induce Lender to enter into the Agreement and are being relied upon by Lender for such purposes.

4. **Agreements of Current Indemnitor.** Current Indemnitor consents to the execution and delivery of the Agreement by Original Borrower and New Borrower, reaffirms their joint and several obligations under the Guaranty, and agrees and acknowledges that the liability of Current Indemnitor under the Guaranty shall not be diminished in any way by the execution and delivery of the Agreement, the New Indemnitor Joinder or by the consummation of any of the transactions contemplated therein, including but not limited to the Requested Actions.

5. **Authority Representations by the Current Indemnitor.** The execution and delivery of, and performance under, this Current Indemnitor Joinder and the Guaranty by Current Indemnitor will not (a) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Current Indemnitor or (b) result in a breach of or constitute or cause a default under any indenture,

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agreement, lease or instrument to which Current Indemnitor is a party or by which the Property may be bound or affected.

6. **Confirmation of Representations.** Current Indemnitor confirms (a) the representations and warranties and agrees to the covenants regarding Current Indemnitor set forth in the Agreement, including, but not limited to the obligations to pay the Indemnification Costs, and (b) the truth and accuracy of all representations and warranties set forth in the Guaranty.

7. **Additional Representations.** Current Indemnitor has not (a) been a party to any Debtor Proceeding within ten (10) years prior to the date of the Effective Date, or (b) materially defaulted under its obligations with respect to any other indebtedness. To Current Indemnitor's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or an Event of Default under the Loan Documents.

8. **Governing Law.** This Current Indemnitor Joinder shall be interpreted, construed, and enforced in accordance with the governing law provisions of the Guaranty.

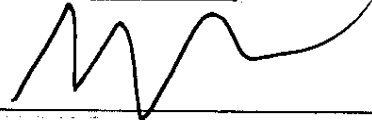
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The undersigned Current Indemnitor has executed and delivered this Current Indemnitor Joinder to be effective as of the Effective Date of the Agreement.

Witnesses:

CURRENT INDEMNITOR:



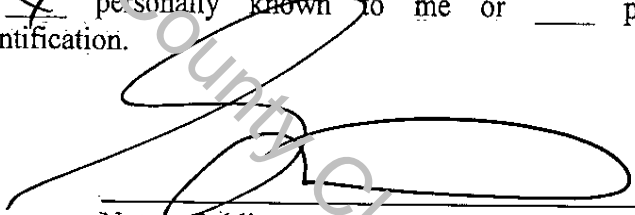
SCOTT MCKIBBEN, an individual


Print Name: Gina Letts


Print Name: ROSE MALCHIONE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

The foregoing instrument was acknowledged before me this 12th day of October, 2021, by Scott McKibben, who is personally known to me or produced as identification.

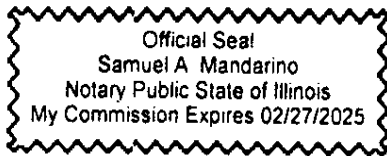


Notary Public

Print Name: _____

My Commission Expires: _____

[Notarial Seal]



Property of Cook County Clerk's Office

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JOINDER BY AND AGREEMENT OF NEW INDEMNITOR

The undersigned, **FREP III HOLDINGS, L.L.C.**, a Delaware limited liability company (“**New Indemnitor**”), the New Indemnitor referred to in the Agreement to which this New Indemnitor Joinder is attached, intending to be legally bound and assume the obligations under the Guaranty pursuant to the provisions of this New Indemnitor Joinder, represents and warrants to and acknowledges and agrees with Lender the following:

1. **Defined Terms.** All capitalized terms used in this New Indemnitor Joinder, unless defined below, shall have the meanings given such terms in the Agreement, and if not defined therein, then in the Current Indemnitor Joinder attached thereto.

2. **Benefit to New Indemnitor.** New Indemnitor, owning a direct and/or indirect interest in New Borrower as a result of the Requested Actions, shall receive a substantial benefit from Lender’s consent to the Requested Actions.

3. **Assumption by New Indemnitor of Guaranty.** New Indemnitor assumes and agrees to be liable and responsible for, jointly and severally with Current Indemnitor, and bound by all of Current Indemnitor's obligations, agreements and liabilities from and after the Effective Date including but not limited to the jury waiver and other waivers set forth therein, under the Guaranty, as amended by this New Indemnitor Joinder, as fully and completely as if the New Indemnitor had originally executed and delivered such Guaranty, as amended by this New Indemnitor Joinder, as the guarantor/indemnitor hereunder, and to pay, perform and discharge each and every obligation of payment and performance of any guarantor/indemnitor under, pursuant to and as set forth in the Guaranty, as amended by this New Indemnitor Joinder, at the time, in the manner and otherwise in all respects as therein provided, in each case first occurring or arising under the Guaranty from and after the Effective Date; provided, however, notwithstanding the foregoing, with respect to the environmental obligations under Section 2(a) of the Guaranty as it relates to the Borrower’s Recourse Environmental Obligations, the liability of New Indemnitor shall be joint and several with that of New Borrower and Current Indemnitor and, if applicable, Original Borrower and shall not be limited to environmental obligations occurring or arising from and after the Effective Date. Subject to the foregoing, from and after the Effective Date, the Guaranty is amended to provide that all references to the term “**Borrower**” used in the Guaranty shall mean and refer to New Borrower and the term “**Guarantor**” used in the Guaranty shall mean and refer jointly and severally to Current Indemnitor and the New Indemnitor.

4. **Confirmation of Representations; Additional Representations.** Subject to the provisions of Section 3 above, New Indemnitor confirms, as to itself, (a) the representations and warranties and agrees to the covenants regarding New Indemnitor set forth in the Agreement, including, but not limited to obligations in pay the Indemnifications Costs and (b) the truth and accuracy of all representations and warranties set forth in the Guaranty. New Indemnitor represents and warrants that New Indemnitor received copies of the Guaranty from Current Indemnitor, which copies were warranted by Current Indemnitor as being true and complete copies of such documents.

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5. **Authority Representations by New Indemnitor.** The execution and delivery of this New Indemnitor Joinder, and performance by New Indemnitor under the New Indemnitor Joinder and the Guaranty will not (a) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Indemnitor or (b) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which New Indemnitor is a party or by which the Property may be bound or affected.

6. **Notices to New Indemnitor.** Lender shall deliver any notices to New Indemnitor which are required to be delivered pursuant to the Guaranty or are otherwise delivered by the Lender thereunder at Lender's sole discretion, to the New Indemnitor at the following address:

PREP III Holdings, L.L.C.
 c/o Farallon Capital Management, L.L.C.
 One Maritime Plaza, Suite 2100
 San Francisco, California 94111
 Attn: Josh Dapice and Jack Kelly
 Facsimile: (415) 956-8852

With a copy to:

Pircher, Nichols & Meeks LLP
 Real Estate Notices (903404.4)
 1901 Avenue of the Stars, Suite 1200
 Los Angeles, CA 90067
 Attn: SCS/ABR/DM
 Facsimile: (310) 201-8922

All notices to be sent by New Indemnitor to Lender under the Guaranty and Loan Documents shall be sent to Lender in the manner set forth in and at the address shown in Section 4.6 of the Agreement.

7. **Joint and Several Liability.** If New Indemnitor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

8. **Governing Law.** This New Indemnitor Joinder shall be interpreted, construed, and enforced in accordance with the governing law provisions of the Guaranty.

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The undersigned New Indemnitor has executed and delivered this New Indemnitor Joinder to be effective as of the Effective Date of the Agreement.

Witnesses:

NEW INDEMNITOR:

FREP III HOLDINGS, L.L.C.,
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company,
its Manager

By: _____
Name: Richard B. Fried
Title: Managing Member

Print Name: Alexis Fried

Print Name: John Milling

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document:

State of California)
County of San Francisco)

On 10/11, 2021, before me, Jennifer W. Milling, a Notary Public, personally appeared Richard B. Fried, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Jennifer W. Milling



Notary Public

My Commission Expires: _____