08-026

GUTNICKI LLP

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AUG 31 2012

HEALTH FACILITIES & SERVICES REVIEW BOARD

August 30, 2012

VIA OVERNIGHT DELIVERY

Attn: Mr. Mike Constantino
Illinois Department of Public Health
525 West Jefferson
2nd Floor
Springfield, Illinois 62761

Re: OJCC

Dear Mike:

Enclosed please find the closing binder for the acquisition and financing for the OJCC project in Springfield, Illinois. The enclosed documents reflect that title is vested and has remained vested in OJCC Realty, LLC. I believe the enclosed materials include all relevant documents relating to the ownership and financing of the project. Should you have any questions or concerns at all, please do not hesitate to contact me.

Sincerely,

Abraham A. Gutnicki

Cc: Ben Klein
Brian Levinson
Mark Shapiro

{1038/015/00047903.1}

8320 Skokie Boulevard, Suite 100, Skokie, Illinois 60077 ▪ T: 847.933.9280 ▪ F: 847.933.9285 ▪ www.gutnicki.com

CLOSING BOOK

3089 OLD JACKSONVILLE ROAD
SPRINGFIELD, ILLINOIS 62704

AGREEMENT DATE
SEPTEMBER 18, 2008

CLOSING DATE
OCTOBER 19, 2011

CLOSING DOCUMENTS INDEX

ACQUISITION DOCUMENTS

1. Amended and Restated Real Estate Purchase Agreement by and among Sellers and Purchaser, dated September 18, 2008 (the "REPA")

EXHIBITS

A.	Legal Description
B.	Excluded Personal Property
C.	Allocation of Purchase Price
D.	Permitted Exceptions
E.	Form of Deed
	Exhibit A to Warranty Deed – Legal Description
F.	Form of Bill of Sale
	Schedule 1 to Bill of Sale – Excluded Personal Property
G.	Intentionally Omitted
H.	Form of FIRPTA Affidavit

AMENDMENTS

A.	1st Amendment	Supplemental Agreement by and between Sellers and Purchaser dated March 5, 2010.
B.	2nd Amendment	Second Supplemental Agreement by and between Sellers and Purchaser dated September 18, 2010
C.	3rd Amendment	Third Supplemental Agreement by and between Sellers and Purchaser dated October 21, 2010
D.	4th Amendment	Fourth Supplemental Agreement by and between Sellers and Purchaser dated November 15, 2010
E.	5th Amendment	Fifth Supplemental Agreement by and between Sellers and Purchaser dated March 15, 2011
F.	6th Amendment	Sixth Supplemental Agreement by and between Sellers and Purchaser dated September __, 2011

2. Seller Holdover Agreement by and between Seller and Purchaser

3. Warranty Deed from Sellers to Purchaser

4. Bill of Sale, from Sellers to Purchaser

5. Certificate Reaffirming Representations and Warranties of Purchaser as of the Closing Date

6. Certificate Reaffirming Representations and Warranties of Seller as of the Closing Date

7. FIRPTA Affidavits

   A. Joseph J. Angermeier
   B. Shirley Jean Angermeier

8. Affidavits of Title by Sellers

9. Gap Affidavit by Seller

10. Plat Act Affidavit by Seller

11. PTAX-203 Illinois Real Estate Transfer Declaration

12. Seller's Mortgage Payoff Letter

13. Purchaser's Final Settlement Statement

PROPERTY DOCUMENTS

14. Owner's Policy of Title Insurance issued by Chicago Title Insurance Company dated October 26, 2011

15. ALTA/ACSM Survey dated September 27, 2011

16. Certificate of Liability Insurance of Walsh Construction Company with Purchaser as an additional insured, dated October 18, 2011

PURCHASE OPTION DOCUMENTS

17. Lease Agreement by and between Borrower, as Landlord and Purchaser, as Tenant dated July 28, 2010

EXHIBITS

A. Legal Description
B. Plans and Specifications
C. Budget
D. Developer Responsibilities
E. Facility Reports
F. Appraisal Method
G. Memorandum of Lease and Option
   Exhibit A to Memorandum of Lease and Option – Legal Description
   Exhibit B to Memorandum of Lease and Option – Additional Terms and Condtions

AMENDMENTS

A. 1st Amendment First Amendment to Lease Agreement by and between Borrower, as Landlord and Purchaser, as Tenant

18. Sublease by and between Purchaser, as sublessor, and New Operator, as sublessee

19. Option Agreement by and between Purchaser, as Optionor and Borrower, as Optionee or Purchaser dated July 28, 2010

EXHIBITS

A. Legal Description
B. Form of Escrow Agreement
C. Form of Assignment of Permit
D. Form of Agreement to Assign Membership Interest
   Exhibit A to Agreement to Assign Membership Interest – Assignment of Membership Interests
E. Permitted Exceptions

AMENDMENTS

A. 1st Amendment First Amendment to Option Agreement by and between Purchaser, as Optionor and Borrower, as Optionee or Purchaser dated July 28, 2011

B. 2nd Amendment Second Amendment to Option Agreement by and between Purchaser, as Optionor and Borrower, as Optionee or Purchaser dated October 19, 2011

20. Escrow Agreement by and among Borrower, Purchaser, Benjamin Klein, Brian Levinson, Mark Shapiro and Chicago Title Company

21. Assignment of Permit by and between Purchaser and New Operator, and Borrower

22. Agreement to Assign Membership Interest by and between Benjamin Klein, Brian Levinson and Mark Shapiro and Borrower.

EXHIBITS

A1.	Assignment of Membership Interests of Benjamin Klein
A2.	Assignment of Membership Interests of Brian Levinson
A3.	Assignment of Membership Interests of Mark Shapiro

LOAN DOCUMENTS TO WHICH PURCHASER IS A PARTY FOR LOAN FROM LENDER TO BORROWER

23. Real Estate Mortgage by Purchaser and Borrower in favor of Lender

24. Assignment of Leases and Rents by Purchaser and Borrower in favor of Lender

25. Subordination and Non-Disturbance Agreement between Lender, Borrower, Purchaser, and New Operator

26. Note in the amount of $10,360,000 by Borrower in favor of Lender

27. Loan Addendum by and among Borrower, Purchaser, New Operator, and Lender

28. Hypothecation Agreement between Purchaser, New Operator, and Lender

29. Guaranty given by New Operator

30. Lease Reserve Fund Agreement by and Purchaser, Borrower, and Lender

31. Assignment of Development Items by and between Borrower and Lender

32. Opinion Letter by Law Office of Abraham A. Gutnicki, P.C. on behalf of Purchaser and New Operator

33. Construction Loan Escrow Trust and Disbursing Agreement by and between Borrower, Purchaser, Lender and Chicago Title and Trust Company, a corporation of Illinois acknowledged by Walsh Construction Company II LLC as General Contractor and Main Street Property Group as Construction Manager plus amendments and addenda as follows:

- Amendment to Construction Loan Escrow Trust and Disbursing Agreement
- Amendatory or Supplemental Instructions to be Attached to Escrow Trust Agreement by Seller approved by Lender accepted by Chicago Title and Trust Company dated October 18, 2011
- Personal Undertaking – "Delayed Production of Waivers" by Walsh Construction Company II LLC

ORGANIZATIONAL DOCUMENTS

34. Purchaser Limited Liability Company Loan Authority Certificate

EXHIBITS

A. Articles of Organization of Purchaser
B. Operating Agreement of Purchaser
C. Authorizing Resolutions of Purchaser

35. New Operator Limited Liability Company Loan Authority Certificate

EXHIBITS

A. Articles of Organization of New Operator
B. Operating Agreement of New Operator
C. Authorizing Resolutions of New Operator

Closing Book for Town & Country Loan

36. Loan Addendum

37. Real Estate Mortgage

38. Assignment of Leases and Rents

39. Attorney's Opinion – Borrower

40. Resolution – MS Springfield, LLC

41. Articles of Organization – MS Springfield, LLC

42. Operatoring Agreement – MS Springfield, LLC

43. Resolution – Mainstreet Capital Partners, LLC

44. Resolution – Mainstreet Property Group, LLC

45. Resolution – Mainstreet Asset Management, Inc.

46. Hypothecation Agreement

47. Resolution – OJCC Realty, LLC

48. Articles of Organization – OJCC Realty, LLC

49. Operating Agreement – OJCC Realty, LLC

50. Resolution – OJCC, LLC

51. Articles of Organization – OJCC, LLC

52. Operating Agreement – OJCC, LLC

53. Lease Guaranty – OJCC, LLC

54. Lease Reserve Fund Agreement

55. Builder's Risk Insurance Policy Certificate

56. Assignment and Assumption of Contract – Mainstreet Property Group, LLC to MS Springfield

57. Construction Escrow Agreement

58. Small Business Jobs Act Certification

59. Permit letter

60. Alteration to Permit Letter

61. Zoning Ordinance

62. Line of Credit Agreement

63. Guaranty of Paul Ezekiel Turner

64. Guaranty of Vincent Edward Grogg

65. Guaranty of Mainstreet Capital Partners, LLC

66. Guaranty of Mainstreet Property Group, LLC

67. Guaranty of Mainstreet Asset Management, Inc.

68. Assignment of Development Items

69. UCC Blanket Lien – Indiana

70. UCC Illinois

71. Filed UCC Membership Interest

REAL ESTATE PURCHASE AGREEMENT

by and among

Joseph J. Angermeier and Shirley J. Angermeier
Husband and Wife

"Seller"

OJCC Realty, LLC
an Illinois limited liability company

"Purchaser"

Dated as of September 18, 2008

3089 Old Jacksonville Road
Springfield, Illinois 62704

TABLE OF CONTENTS

SECTION **PAGE**

1. Property 1
2. Purchase Price; Escrow 2
3. Closing; Closing Date 3
4. Title and Survey 4
5. Conditions to Closing 5
6. Apportionments 8
7. Seller's Representations and Warranties 9
8. Purchaser's Representations and Warranties 11
9. Interim Operations 12
10. Risk of Loss 12
11. Indemnification 13
12. Remedies 14
13. Notices 15
14. Closing Costs 16
15. Choice of Law 16
16. Miscellaneous 16

EXHIBITS

A. Legal Description of Land
B. Excluded Personal Property
C. Allocation of Purchase Price
D. Permitted Exceptions
E. Deed
F. Bill of Sale
G. Intentionally Omitted
H. Form of FIRPTA Affidavit

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (this "Agreement"), is made as of the 18th day of September, 2008, by and between Joseph J. Angermeier, III and Shirley J. Angermeier, husband and wife, (collectively referred to as "Seller"), and OJCC Realty, LLC, an Illinois limited liability company ("Purchaser").

WHEREAS, Seller is currently the fee owner of the Property (as defined herein); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property subject to the terms and conditions of this Agreement;

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

1. **Property**.

(a) Purchased Property. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon the terms and conditions set forth in this Agreement, the Property (the "Property") consisting of (i) that certain parcel of land located in the City of Springfield, County of Sangamon, State of Illinois, as more particularly described in **Exhibit A** hereto (the "Land"), (ii) all buildings and all other structures, facilities or improvements presently or hereafter located in or on the Land (the "Improvements"), (iii) all fixtures attached or appurtenant to the Land and improvements (collectively the "Personal Property"), provided, however, the term Personal Property shall not include the excluded items of personal property specifically set forth on **Exhibit B** (the "Excluded Personal Property"), (iv) all right, title and interest, if any, of Seller in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof, (v)all right, title and interest, if any, of Seller to any unpaid award for (1) any taking by condemnation or (2) any damage to the Land or the Improvements by reason of a change of grade of any street or highway, and (vi) all easements, licenses, rights and appurtenances relating to any of the foregoing.

(b) No Assumption of Liabilities. Other than as specifically set forth herein, Purchaser shall not assume and shall not be liable for any debts, liabilities or obligations relating to the ownership, operation or maintenance of the Property for the period prior to the Closing Date (as herein defined), nor shall Purchaser assume any other debts, liabilities or obligations of Seller including, but not limited to, any (i) liabilities or obligations of Seller to its creditors, shareholders or owners, (ii) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller, or (iii) any contingent liabilities or obligations of Seller, whether known or unknown.

2. **Purchase Price; Escrow**.

(a) Purchase Price. The purchase price for the Property is One Million, One-Hundred, Ninety-Eight Thousand and 00/100 Dollars ($1,198,000.00) (the "Purchase Price"), subject to prorations as set forth herein. The Purchase Price shall be allocated as set forth in **Exhibit C** attached hereto.

(b) Payment of Purchase Price. Payment of The Purchase Price shall be payable in accordance with the following provisions.

(i) Purchaser shall pay to Seller the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) as a deposit (the "Deposit") for the payment of the Purchase Price.

(ii) If Purchaser elects to extend the Closing Date beyond six months after the date of this Agreement in accordance with Section 3 below, then Purchaser shall increase the Deposit as follows: (A) on the six-month anniversary of the date of this Agreement, Purchaser shall increase the Deposit by Five Thousand and 00/100 Dollars ($5,000.00); (B) on the nine-month anniversary of the date of this Agreement, Purchaser shall increase the Deposit by an additional Five Thousand and 00/100 Dollars ($5,000.00); and on the twelve month anniversary of the date of this Agreement, Purchaser shall increase the Deposit by Five Thousand and 00/100 Dollars ($5,000.00).

(iii) At the Closing (as herein defined), an amount, subject to adjustment or withholding pursuant to the terms of this Agreement, equal to the Purchase Price less the Deposit shall be deposited with the Escrow Agent, by certified or cashier's check or by wire transfer of same day funds.

(iv) If the closing of the transaction does not close on the Closing Date or on any extended Closing Date as described hereinbelow, unless due to Seller not having fulfilled the conditions precedent to Closing described in Section 5(a) herein or as otherwise provided in this Agreement, Purchaser acknowledges that it shall not be entitled to any refund from Seller of the Deposit or the increased Deposit, and Seller's retention of such Deposit or increased Deposit shall be the consideration for Seller's removing the Property from the market. Such payment to Seller shall be considered an option payment for the expired period, and this Agreement shall be considered null and void and neither party shall have any further obligations hereunder.

(c) Closing Escrow. Prior to the Closing Date, Purchaser and Seller shall provide to Escrow Agent joint escrow instructions to open an escrow ("Escrow") for the consummation of the sale of the Property to Purchaser pursuant to the terms of this Agreement in accordance with the general provisions of the usual form of deed and money escrow instructions for a so-called New York Style Closing used in similar transactions by such holder with special provisions inserted to conform with this Agreement, as shall be mutually acceptable to the parties hereto. Purchaser and Seller

shall share equally in the cost of said Escrow. Provided that all conditions to Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, Escrow Agent shall conduct the Closing by recording or distributing the following documents and funds in the following manner:

(i) Record the Deed (as hereinafter defined) in the official records of the county in which the Land is located;

(ii) Deliver to Purchaser all documents that are required to be delivered by Seller to Purchaser pursuant to Section 5(a) hereof (to the extent the same shall be delivered to Escrow Agent at or prior to the Closing); and

(iii) Deliver to Seller (*x*) all documents that are required to be delivered by Purchaser to Seller pursuant to Section 5(b) hereof (to the extent the same shall be delivered to Escrow Agent at or prior to the Closing), and (*y*) the balance of the Purchase Price and such other funds, if any, in good funds as may be due to Seller by reason of credits under this Agreement, less all items chargeable to Seller under this Agreement.

3. **Closing; Closing Date**. The closing of the transactions contemplated hereby (the "Closing") shall take place at 10:00 A.M. Central Standard Time on or before the six-month anniversary of the date of this Agreement (the "Closing Date"). The foregoing to the contrary notwithstanding, the parties hereto acknowledge that Purchaser intends to construct a skilled nursing home facility on the Property, which requires the prior approval of the Illinois Health Facilities Planning Board and the issuance of a Certificate of Need ("CON") in connection therewith, as well as zoning approval by the local zoning authority. Accordingly, in the event that Purchaser shall be unable to obtain the CON prior to the six-month anniversary of this Agreement, Purchaser shall have the option to extend the Closing Date by three (3) months provided that Purchaser increase the Deposit as required in Section 2(b) above. Purchaser shall have an additional option to extend the Closing Date by three (3) months in the event Purchaser shall be unable to obtain the CON prior to the nine-month anniversary, provided that Purchaser further increases the Deposit in accordance with Section 2(b) above. Thereafter, Purchaser shall have no further option to extend the Closing Date as a result of Purchaser's inability to obtain the CON. The foregoing to the contrary notwithstanding, if prior to the twelve-month anniversary of this Agreement, Purchaser shall have obtained the CON, but has not obtained zoning approval, Purchaser shall have the option to extend the Closing Date up to an additional six (6) months, provided, however, if Purchaser extends the Closing Date beyond the twelve (12) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit as required in Section 2(b) above. Purchaser may not extend the Closing Date beyond the eighteen month anniversary of this Agreement. The Closing shall occur at the office of the Title Company at such location as mutually agreed upon by Purchaser and Seller.

4. **Title and Survey**.

(a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Title and Survey.

(i) Seller shall: (A) order from Chicago Title Insurance Company (the "Title Company") and deliver to Purchaser a commitment (the "Title Commitment") for an ALTA 2006 owner's title insurance policy (the "Title Policy"), in an amount equal to the Purchase Price, dated or updated to the Closing Date, insuring or committing to insure, Purchaser's good and marketable title in fee simple to the Property subject only to the Permitted Exceptions (as hereinafter defined) and shall include extended coverage over General Exceptions 1 through 5 inclusive, and, at Purchaser's cost, at the Title Company's ordinary rates, such additional endorsements as reasonably requested by Purchaser or Purchaser's lender, including zoning, survey, access, tax parcel identification, location, comprehensive, and contiguity; and (B) deliver a currently dated ALTA survey of the Property, which shall (1) be certified by a licensed surveyor and in a form and substance satisfactory to Purchaser, Purchaser's lender and the Title Company in order for the Title Company to issue the Title Policy, (2) show the Improvements, the location of all easements, rights of way, sewer and water lines, building lines and encroachments, the location of all required building set-back lines and other dimensional regulations and any wetlands, (3) show the location of all abutting or adjoining streets, alleys, curb cuts and the like, and (4) shall contain Table A items 1, 2, 3, 4, 6, 7(a), 7(b), 7(c), 8, 9, 10, 11(a), 13, 14, 15 and 16 (hereinafter, the "Survey"), within twenty (20) days after the date hereof (the "Title Delivery Date"). Seller agrees to cause the Title Company or the surveyor, as applicable, to furnish directly to Purchaser a copy of any updates to the Title Commitment, together with readable copies of all documents referred to therein, and the Survey. Purchaser shall bear the cost of said Survey, but should this transaction close, or not close due to Seller not having fulfilled the conditions precedent to Closing described in Section 5(a) herein, Purchaser shall receive a credit at closing for the amount of the Survey cost.

(ii) Seller agrees to convey the Property, and Purchaser agrees to purchase the same, free and clear of all liens and encumbrances other than the matters set forth on **Exhibit D** hereto and any other liens and encumbrances accepted in writing by Purchaser hereunder (the "Permitted Exceptions"). To the extent any of the Permitted Exceptions are not of record or, although of record, are no longer binding against the owner of the Property, nothing contained herein shall operate or be construed to be a recognition by Purchaser of the validity or binding effect of any such Permitted Title Exception.

(e) Title Defects. Purchaser shall promptly bring to Seller's attention any exceptions to title shown on the Title Commitment or the Survey or any updates thereof which do not constitute Permitted Exceptions. To the extent that there exist exceptions to title (including any violations of law or municipal ordinances, orders, requirements or regulations noted in or issued by any municipal and other governmental departments and agencies having jurisdiction over or affecting the Property and any outstanding work orders and requirements of any company insuring the Property against casualty loss) other than Permitted Exceptions, the cost of curing and the obligation to cure such exceptions shall be as follows: (i) Seller, at its expense, shall undertake all necessary actions to remove any monetary liens against the Property existing as of the date of this Agreement or arising hereafter and to cure any other objectionable exceptions (or modifications of exceptions or encumbrances existing as of the date of this Agreement) which are created by, under or through Seller prior to the Closing that are capable of cure through the payment of money; (ii) with respect to all other objectionable exceptions, (1) Seller may elect, by written notice to Purchaser within ten (10) days after receipt by Seller of the updated Title Commitment, to undertake at its expense all necessary actions to cure the exceptions prior to the Closing ("Seller's Election"); or (2) in the event that Seller does not elect to cure the exceptions pursuant to the immediately preceding clause, Purchaser may, by notice to Seller within ten (10) days after the expiration of the ten (10) day period for Seller's Election (x) terminate this Agreement, in which event, Purchaser shall receive a refund of the Deposit and, except as otherwise expressly provided herein, all parties shall be relieved of any further obligations or liabilities hereunder, or (y) indicate to Seller that, notwithstanding the exceptions described in this Section 4(e), Purchaser shall not terminate this Agreement as a result of such exceptions (such exceptions being deemed to be Permitted Exceptions hereunder).

5. **Conditions to Closing**.

(a) Purchaser's Conditions. Purchaser's obligation to consummate the transactions contemplated in this Agreement and pay the Purchase Price and accept title to the Property shall be subject to the following conditions precedent on and as of the Closing Date to the reasonable satisfaction of Purchaser or the waiver thereof by Purchaser, which waiver shall be binding upon Purchaser only to the extent made in writing and dated as of the Closing Date.

(i) Intentionally Omitted.

(ii) Possession of the Property shall be delivered to Purchaser free and clear of all tenancies and other occupancies.

(iii) Seller shall deliver to Purchaser or, if applicable, to Escrow Agent to be held in escrow in accordance with the terms of this Agreement, on or before the Closing Date the following, each of which shall be in form and substance satisfactory to Purchaser:

(1) a General Warranty Deed, in substantially the form annexed hereto as **Exhibit E** (the "Deed") and in proper statutory form for recording, duly executed and acknowledged by Seller and with all required documentary and transfer tax stamps affixed, sufficient to convey to Purchaser fee simple title to the Property free of all liens and encumbrances other than the Permitted Exceptions;

(2) a bill of sale, in substantially the form annexed hereto as **Exhibit F** (the "Bill of Sale"), containing a warranty of title, duly executed and acknowledged by Seller, sufficient to convey to Purchaser good and indefeasible title, free of all liens, encumbrances and security interests, in and to the Personal Property;

(3) an affidavit of title and such other affidavits as may be required by the Title Company in connection with the conveyance of the Property;

(4) Intentionally Omitted;

(5) Intentionally Omitted;

(6) Intentionally Omitted;

(7) Intentionally Omitted;

(8) Intentionally Omitted;

(9) Intentionally Omitted;

(10) a complete set of keys for the Improvements; appropriately tagged for identification;

(11) the Foreign Investment in Real Property Tax Act affidavit in substantially the form annexed hereto as **Exhibit H**;

(12) a form 1099 identifying Seller's gross proceeds and Seller's tax identification number, as required by the Escrow Agent;

(13) Intentionally Omitted;

(14) Intentionally Omitted;

(15) a certificate executed by Seller, in a form reasonably acceptable to Purchaser, to the effect that the representations and warranties of Seller set forth in this Agreement are true and complete on and as of the Closing Date to the best of Seller's knowledge;

Intentionally Omitted; and

(5) such other customary closing documents required in the State of Illinois, Sangamon County, and/or the City of Springfield, including but not limited to the Illinois Real Estate Transfer Declaration Forms PTAX-203 and PTAX-203-A.

(iv) Purchaser shall receive from the Title Company an ALTA 2006 owner's policy of title insurance or a New York style mark-up to the Title Commitment which shall act as an irrevocable and unconditional commitment to issue the same, in an amount equal to the Purchase Price, dated, or updated to, the Closing Date, insuring, or committing to insure, at its ordinary premium rates, Purchaser's good and marketable title in fee simple to the Property subject only to the Permitted Exceptions and shall include extended coverage over General Exceptions 1 through 5 inclusive and such additional endorsements as reasonably requested by Purchaser or Purchaser's lender, including zoning, survey, access, tax parcel identification, location, comprehensive and contiguity.

(v) Purchaser shall have received the Survey as required under Section 4(d)(i).

(vi) As of the Closing Date, each of the representations and warranties of Seller provided herein shall be true and correct in all material respects, Seller shall be in full compliance with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement, and there shall have been no material and adverse change from the date hereof in the condition of the Property, or any portion thereof, Applicable Laws (as herein defined), Permitted Exceptions, or any other circumstances affecting the Property previously approved by Purchaser.

(b) Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and deliver title to the Property shall be subject to the following conditions precedent on and as of the Closing Date to the reasonable satisfaction of Seller or the waiver thereof by Seller, which waiver shall be binding upon Seller only to the extent made in writing and dated as of the Closing Date.

(i) Purchaser shall deliver the Purchase Price due pursuant to Section 2(b) hereof subject to adjustment of such amount pursuant to Section 6 hereof.

(ii) Purchaser shall deliver counterparts of the Other Documents as applicable, including, without limitation, the Illinois Real Estate Transfer Declaration Forms PTAX-203 and PTAX-203-A, duly executed and acknowledged by Purchaser, as and to the extent herein provided.

(iii) The representations and warranties of Purchaser contained in this Agreement shall be true and complete as of the Closing Date and Purchaser shall be in full compliance with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement.

(c) Conditions Generally. The foregoing conditions are for the benefit only of the party for whom they are specified to be conditions precedent and such party may, in its sole discretion, waive any or all of such conditions and close title under this Agreement without any increase in, abatement of or credit against the Purchase Price, provided that such waiver shall be in writing and dated as of the Closing Date.

6. **Apportionments**.

(a) Closing Prorations. The following items shall be apportioned at the Closing as of the Closing Date.

(i) Intentionally Omitted.

(ii) Real estate taxes, assessments, other than special assessments, personal property taxes, and water, vault and sewer charges and rents, as well as any other governmental charges or taxes assessed on the Property, based on the rates and assessed valuation applicable in the fiscal year for which assessed; provided that if the Closing shall occur before the real estate tax rate or personal property tax rate is fixed, the apportionment of said taxes shall be based on 105% of the most recently ascertainable real estate tax fiscal year. If, at the Closing, the Property or any part thereof is affected by an assessment which, at the option of Seller, is payable in installments and the first installment is then a charge or lien, or has been paid, then all unpaid installments of such assessments, including those which are to become due and payable after Closing, shall be deemed to be due and payable and to be a lien upon the Property and shall be paid and discharged by Seller at Closing, or, alternatively, a credit to the Purchase Price shall be given to Purchaser of an amount equal to such unpaid installments.

(iii) All charges and payments for utility services; provided that if there is no meter or if the current bill for any of such utilities has not been issued prior to the Closing Date, such charges shall be adjusted at the Closing on the basis of the charges for the prior period for which bills were issued and shall be further adjusted when the bills for the current period are issued.

(iv) Intentionally Omitted.

(v) All other customary and reasonable expenses of the Property.

If any of the foregoing items set forth in subsections (ii) and (iii) of this Section 6(a) cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or are apportioned on the basis of estimates, such items shall be apportioned or reapportioned, as applicable, as soon as practicable after the Closing Date.

(b) Insurance Policies. Unless otherwise agreed, no insurance policies of Seller are to be transferred to Purchaser, and no apportionment of the premiums therefor shall be made, in which event, Purchaser shall be responsible for securing its own insurance for the Property.

(c) Intentionally Omitted.

(d) Deposits with Utility Companies. Seller shall be entitled to any deposits made by Seller with utility companies servicing the Property, and, if the same are not refundable to Seller without replacement by Purchaser, Purchaser shall either: (i) deliver the requisite replacement deposit to the utility company on or prior to the Closing Date or (ii) pay to Seller at the Closing the amount of such deposit, against a good and sufficient transfer by Seller to Purchaser of all interest of Seller in the deposit.

(e) Intentionally Omitted.

(f) Intentionally Omitted.

(g) Survival. The obligations of the parties hereto under this Section 6 shall survive the Closing.

7. **Seller's Representations and Warranties**. Seller represents and warrants to Purchaser as follows:

(a) Organization and Authority. Seller has full power and right to enter into and perform the respective obligations under this Agreement and the Other Documents, including, without being limited to, conveying the Property, The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (1) do not require any governmental or other consent and (2) will not result in the breach of any agreement, indenture or other instrument to which Seller is a party or is otherwise bound.

(b) Non-Foreign Status. Seller is a "non-foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

(c) Intentionally Omitted.

(d) Environmental Condition. Neither of Seller nor, to the best of Seller's knowledge, any other third parties have generated, stored or disposed of any hazardous waste on the Property, and Seller has no knowledge of any previous or present generation, storage, disposal or existence of any hazardous waste on the Property. The term "hazardous waste" shall mean "hazardous waste", "toxic substances" or other similar or related terms as defined or used from time to time in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6921, *et seq.*) and regulations adopted thereunder.

(e) Special Assessments. There are no special or other assessments for public improvements or otherwise now affecting the Property. To the best of Seller's knowledge, there are no (1) pending or threatened special assessments affecting the Property or (2) contemplated improvements affecting the Property that may result in special assessments affecting the Property. There are no tax abatements, phase-ins or exemptions affecting the Property.

(f) Access to Property. Seller does not know of any federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property. Purchaser acknowledges that when Seller rezoned the Property in Case No. 2003-108 ingress and egress to the Property from Jalna Road was prohibited. Purchaser also acknowledges that Seller cannot guarantee that Purchaser will be allowed by the City of Springfield more than one driveway onto Old Jacksonville Road for ingress and egress into the Property.

(g) Existing Mortgages. Other than Seller's existing mortgage, which shall be paid off by Seller at the Closing, there are no mortgages currently encumbering the Property, recorded or otherwise.

(h) Leases. There are no occupancy rights (written or oral), leases or tenancies presently affecting the Property.

(i) Intentionally Omitted.

(j) Intentionally Omitted.

(k) Permits and Warranties. There are no certificates, licenses and permits necessary in connection with the current ownership, use, occupancy, operation and maintenance of the Property, and there are no guaranties or warranties in effect with respect to the Improvements and the Personal Property. [Prior sentence added in conjunction with deletion of requirement that Seller provide a General Assignment of Permits and Warranties.] Purchaser acknowledges that it will use its best efforts to obtain a CON and approval from the local zoning authority in connection with Purchaser's intended use.

(l) Intentionally Omitted.

(m) Intentionally Omitted.

(n) Litigation. There are no pending or, to the best of Seller's knowledge, threatened litigation, investigations, claims, lawsuits, governmental actions or other proceedings involving the Property, the Improvements or the operation thereof before any court, agency or other judicial, administrative or other governmental or quasi-governmental body or arbitrator.

(o) Compliance with Applicable Laws. The Property has been and is presently used and operated in compliance in all material respects with, and in no material way violates any applicable statute, law, regulation, rule, licensing requirement, ordinance, order or permit of any kind whatsoever affecting the Property, or any part thereof.

(p) Truth and Accuracy of Representations and Warranties. No representation or warranty by Seller contained in this Agreement and no statement by Seller in any certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto contains any untrue statement of a material fact, or omits or will omit to state any material facts which are necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in any material respect.

(q) Survival of Representations and Warranties. The representations and warranties of Seller contained herein shall be effective as of the date hereof and shall be deemed remade on the Closing Date, and shall survive the Closing.

8. **Purchaser's Representations and Warranties**. Purchaser represents and warrants as follows:

(a) Organization and Authority. Purchaser is a limited liability company that has been duly organized and validly exists under the laws of the State of Illinois and is duly qualified to do business in the State in which the Property is located. Purchaser has full power and right to enter into and perform its obligations under this Agreement and the Other Documents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (1) have been duly authorized by all necessary action on the part of Purchaser, (2) do not require any governmental or other consent (except as otherwise provided herein), and (3) will not result in the breach of any agreement, indenture or other instrument to which Purchaser is a party or is otherwise bound.

(b) "AS IS-WHERE IS" Condition of the Property. Purchaser acknowledges that it has inspected the Purchaser Assets and, subject to the terms hereof, agrees to purchase the same in its present "AS-IS WHERE-IS" condition. Purchaser further acknowledges that except as set forth in this Agreement, Seller makes no representations as to the physical condition of the Property.

(c) Survival of Representations and Warranties. The representations and warranties of Purchaser contained herein shall be effective as of the date hereof and shall be deemed remade on the Closing Date, and shall survive the Closing.

9. **Interim Operations**. Seller from the date hereof through the Closing Date will (a) maintain the Property in substantially the same manner as it has heretofore been maintained; (b) maintain its current insurance policies in full force and effect through the Closing Date; (c) upon reasonable prior notice or at any time within forty-eight hours prior to the Closing, permit Purchaser's representatives to inspect the Property; (d) not enter into any contract which might become the obligation of Purchaser nor modify, cancel, accept the surrender of or renew (except when any such acceptance of surrender or renewal is non-discretionary) any contract which exists at present without Purchaser's prior written consent; (e) not create any lien or encumbrance upon or affecting title to the Property without Purchaser's prior written consent; (f) not enter into any lease for all or any portion of the Property; (g) not take any action which will or would cause any of the representations or warranties in this Agreement to become untrue or be violated; (h) perform all of its obligations in respect of the Property whether pursuant to any contracts, or other requirements; (i) promptly inform Purchaser in writing of any material event adversely affecting the ownership, use, occupancy, or maintenance of the Property, whether or not insured against; and (j) not solicit, accept or provide factual information or negotiate with respect to, any offer to purchase the Property or any portion thereof from any person or entity other than Purchaser. Wherever Purchaser's consent is required hereunder, such consent shall not be unreasonably withheld or delayed.

10. **Risk of Loss**.

(a) Fire or Other Casualty. The risk of any loss or damage to any of the Property by fire or other casualty before the Closing hereunder is assumed by Seller. Seller shall give Purchaser written notice of any fire or other casualty within three (3) days of the occurrence of same, which notice shall include a description thereof in reasonable detail In the event that the Property shall suffer any fire or other casualty or any injury, Seller shall assign to Purchaser the proceeds of or claims in respect of any casualty insurance or coverage maintained by them, and Purchaser will have no right or option to terminate this Agreement.

(b) Eminent Domain. The risk of any loss or damage to the Property by condemnation before the Closing Date hereunder is assumed by Seller. In the event any condemnation proceeding is commenced or threatened, Seller shall give Purchaser written notice thereof within three (3) days after the occurrence of same, together with such reasonable details with respect thereto as to which Seller may have knowledge. As soon as the portion or portions of the Property to be taken are reasonably determinable, Seller shall give Purchaser written notice thereof together with Seller's estimate of the value of the portion or portions of the Property to be so taken. In the event of any material taking of the Property, Purchaser, by written notice to Seller at any time thereafter, shall have the option to cancel this Agreement, in which event this Agreement shall terminate and be of no further force and effect, Purchaser shall be refunded the Deposit and neither party shall have any liability to the other hereunder. For the purposes hereof, a "material" taking shall include: (i) any taking that (i) materially impairs the use or operation of the Property; or (ii) any threat of a taking or any reasonably equivalent indication on the part of a condemning authority of such intention where there is no reasonable basis to conclude that the actual taking would not be material. If Purchaser shall not so elect to cancel this Agreement, then the sale of the Property shall be consummated as herein provided that the Purchase Price provided for herein (without abatement) and Seller shall assign to Purchaser at the Closing all of Seller's right, title and interest in and to all awards made in respect of such condemnation and any claims in respect of any rent insurance or equivalent coverage maintained by it, and shall pay over to Purchaser all amounts theretofore received by Seller in connection with such taking or insurance. Purchaser shall be entitled to participate in any such condemnation proceeding, and Seller shall cooperate with Purchaser in such respect.

(c) Survival. The parties' obligations, if any, under this Section 10 shall survive the Closing.

11. **Indemnification**.

(a) By Purchaser. In addition to any other indemnity set forth elsewhere herein, Purchaser shall indemnify, save, protect, defend and hold harmless Seller and its agents from and against all liabilities, claims, demands and causes of action of any nature whatsoever ("Claims") arising out of the ownership and operation of the Property subsequent to the Closing Date and/or a breach by Purchaser of its obligations, representations, warranties or covenants hereunder. Purchaser further agrees to protect, indemnify, save, defend and hold harmless Seller from and against any and all Claims of any nature whatsoever for injury to or death of persons or loss of or damage to property occurring on or at the Property or in any manner growing out of or connected with the use or occupancy of the Property or the condition thereof on or after to the Closing Date. Purchaser further agrees to pay any reasonable attorneys' fees and expenses of Seller arising from any indemnification obligation hereunder.

(b) By Seller. In addition to and not in lieu, place, stead and/or substitution of any other indemnity set forth elsewhere herein, Seller shall indemnify, save, protect, defend and hold harmless, Purchaser and its members, managers, employees, shareholders, officers, directors and agents, from and against all Claims arising out of the ownership and operation of the Property prior to the Closing Date or a breach by Seller of its obligations, representations, warranties or covenants hereunder. Seller further agrees to protect, indemnify, save, defend and hold harmless Purchaser from and against any Claims of any nature whatsoever for injury to or death of persons or loss of or damage to property occurring on or at the Property or in any manner growing out of or connected with the use or occupancy of the Property or the Improvements or the condition thereof prior to the Closing Date. Seller further agrees to pay any reasonable attorneys' fees and expenses of Purchaser arising from any indemnification obligation hereunder.

(c) Brokerage Commissions. Each of Purchaser on one side and Seller on the other represent and warrant to the other that they have not dealt with any broker or finder in connection with this sale, except for Ed Mahoney of Re/Max Professionals, to which Seller shall be solely responsible for any brokerage commissions. Seller and Purchaser each covenant and agree to indemnify and hold harmless the other from and against any and all costs, expenses, liabilities, claims, demands, suits, judgments and interest, including, without being limited to, reasonable attorneys' fees and disbursements, arising out of or in connection with any claim by any broker or agent with respect to this Agreement, the negotiation of this Agreement or the transactions contemplated herein based upon the acts of the indemnifying party.

(b) Survival. The parties' obligations under this Section 11, and any other provision under this Agreement obligating any of the parties hereto to indemnify the other party, shall survive the Closing.

12. **Remedies**.

(a) Seller's Default. If, prior to the Closing, Seller shall default under any covenant or obligation or breach any representation or warranty set forth herein (which default is not waived in writing by Purchaser), then Purchaser may elect to (1) terminate this Agreement by written notice to Seller and receive a refund of the Deposit or (2) specifically enforce this Agreement: provided, however, that if specific performance is either unavailable or would not serve to restore Purchaser to its position prior to Seller's default or breach, Purchaser also shall have the right, either alone or in conjunction with specific performance, to claim direct damages (including costs of enforcement) for such breach of contract; and provided, further, that in all events Purchaser shall have the right to claim direct damages or to seek any or all of its remedies at law or in equity after the Closing Date for a breach of any representation, warranty or covenant hereunder and/or seek indemnification pursuant to Section 11 above.

(b) Purchaser's Default. If, prior to the Closing, Purchaser shall default under any covenant or obligation or breach any representation or warranty set forth herein (which default is not waived in writing by Seller), then Seller shall have the right and option to declare this Agreement terminated by written notice to Purchaser, in which case the Deposit shall be retained by Seller as liquidated damages and as Seller's sole remedy hereunder; provided, however, that in all events Seller shall have the right to claim direct damages or to seek any or all of its remedies at law or in equity after the Closing Date for a breach of any representation, warranty or covenant hereunder and/or seek indemnification pursuant to Section 11 above.

13. **Notices**. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile or e-mail transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (i)-(ii)), addressed as follows:

if to Seller:

Joseph J. Angermeier
Shirley J. Angermeier
3089 Old Jacksonville Road
Springfield, IL 62704

with a copy to:

Brown, Hay & Stephens, LLP
ATTN: J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 700
Springfield, IL 62705
Facsimile: (217) 544-9609
Email: jpjoyce@bhslaw.com

if to Purchaser:

Platinum Healthcare, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attention: Benjamin M. Klein
Facsimile: (847) 329-4899
E-mail: bklein@platinumhc.net

with a copy to:

Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard
Skokie, Illinois 60077
Attention: Abraham A. Gutnicki
Facsimile: (847) 933-9285
E-mail: agutnicki@aaglaw.net

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

14. **Closing Costs**. Seller shall bear the cost to record any instrument to clear Seller's title except the Permitted Exceptions and shall pay to the State of Illinois and Sangamon County transfer taxes. Municipal transfer taxes if any shall be paid as set forth in the applicable municipal ordinance, or, if not so set forth, by local custom. Seller shall pay all costs and fees customarily paid by sellers in a real estate sale transaction in the City of Springfield, Sangamon County, Illinois, including, without limitation, the cost of the title premium and the initial search charge for the Title Policy (including the waiver of Standard Exceptions 1-5). Purchaser shall pay all other costs and fees customarily paid by purchasers in a real estate sale transaction in the City of Springfield, Sangamon County, Illinois, including, without limitation, the cost for the simultaneous issue of a loan title policy, the cost to obtain the title policy endorsements and ½ of the closing escrow. Each of Seller and Purchaser agree to pay their own attorneys' fees incurred in connection with the negotiation, preparation and consummation of the transactions contemplated hereby.

15. **Choice of Law**. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Illinois.

16. **Miscellaneous**.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto. The Schedules and Exhibits annexed hereto are hereby incorporated herein by reference as fully as though set forth herein. This Agreement may not be modified or amended except in writing signed by the parties hereto. All understandings and agreements heretofore and between the parties are merged in this Agreement and all exhibits and schedules attached hereto, which alone fully and completely expresses their agreement.

(b) Waiver. No waiver of any term, provision or condition of this Agreement, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

(c) Dispute Resolution. The parties hereto agree that with respect to all disputes, problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith, including without limitation, any claim for specific performance by Purchaser and any claim for indemnification by either of the parties hereto (collectively "Disputes"), but expressly excluding any enforcement the parties hereto shall, in good faith, use their reasonable best efforts to resolve the Dispute.

(d) Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

(f) Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto: provided, however, that neither party hereto shall assign this Agreement without the prior written consent of the other party. Any assignment not permitted hereunder and undertaken without such prior written consent shall be deemed null and void. Notwithstanding the above, Purchaser shall have the right without Seller's consent to assign this Agreement to an Illinois Limited Liability Company of which it has the majority membership interest.

(g) Further Assurances. Each of Seller and Purchaser shall provide to the other such further assurances as may reasonably be required hereunder to effectuate the purposes of this Agreement and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments as may be so required hereunder so long as the same shall not materially increase the liability of the party so executing and delivering said instrument.

(h) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

(i) Usage. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or "any" shall mean "any and all"; "or" shall mean "and/or" "including" shall mean "including without limitation.

(j) No Strict Construction. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER

OJCC Realty, LLC

By: _____
Name: Benjamin M. Klein
Its: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

SELLER

_____
JOSEPH J. ANGERMEIER, III

_____
SHIRLEY J. ANGERMEIER

PURCHASER

OJCC Realty, LLC

By: _____
Name: Benjamin M. Klein
Its: Manager

EXHIBIT A

Legal Description

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

EXHIBIT B

Excluded Personal Property

All Personal Property is excluded except for permanently attached fixtures. In regard to such permanently attached fixtures, Purchaser acknowledges that Seller shall have the right to remove the bar in the basement prior to closing.

EXHIBIT C

Allocation of Purchase Price

The entire Purchase Price of One Million One Hundred Ninety-Eight Thousand Dollars ($1,198,000.00) shall be allocated to the real estate consisting of the land and the building.

EXHIBIT D

Permitted Exceptions

THIS SCHEDULE SUBJECT TO AGREEMENT BY SELLER AND PURCHASER AFTER RECEIPT AND REVIEW OF THE TITLE COMMITMENT AND THE SURVEY BY PURCHASER.

1. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads or highways, including but not limited to that portion dedicated for public roadway by Document No. 225264, recorded December 3, 1947.

2. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

3. Zoning ordinances affecting the Property.
4. Easement of record and/or in place, including but not limited to the following:

   a) Easement in, upon, under, over and along a portion of the Property to install and maintain all equipment for the purpose of serving the Property and other land with electric service, together with right of access to said equipment, as created by grant to Central Illinois Light Co recorded July 6, 1955, as Document No. 261068. (Affects West 5 feet of the South 165 feet. Assigned to the City of Springfield, by Document No. 515381, recorded May 26, 1971);

   b) Terms, provisions and conditions contained in a Reciprocal Easement for Sewer line, recorded June 8, 1990, as Document No. 90J014655. (Affects the South 15 feet of the North 205 feet);

   c) Easement in, upon, under, over and along a portion of the Property premises to install and maintain all equipment for the purpose of service the Property and other land with water service, together with right of access to said equipment, as created by grant to the City of Springfield recorded June 8, 1990, as Document No. 90J014709. (Affects the South 15 feet of the North 190 feet); and

   d) Grant of Drainage Easement dated and recorded December 4, 2003, in the Recorder's Office of Sangamon County, Illinois granted by Joseph Angermeier and Shirley Angermeier to Hope Ventures, LLC.

EXHIBIT E

Form of Deed

WARRANTY DEED

(Reserved for Recorders Use Only)

_____, an Illinois _____ (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by _____, **LLC**, an Illinois limited liability company (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the following described real property:

See Exhibit A attached hereto and made a part hereof.

Permanent Index Number(s):

Address of Real Estate:

Together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to all right, title and interest, if any, of Grantor in and to the land lying in the bed of any street or highway in front of or adjoining the aforesaid property to the center line thereof, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor.

Current ad valorem taxes on the herein described Property having been prorated, Grantee hereby assumes the payment thereon.

[Signature Page Follows]

IN WITNESS WHEREOF, this Warranty Deed is executed by Grantor on this _____ day of _____ 2008.

The address of
Grantee is: _____

By: _____
Name: _____
Title: _____

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on _____, 2008 by _____, the _____ of _____, an Illinois _____, on behalf of said _____.

_____
Notary Public, State of _____

_____
(printed name)

My commission expires:

_____

Prepared By:

After Recorded, Return to:

Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard
Skokie, Illinois 60077
Attn: Abraham A. Gutnicki

Exhibit A to Warranty Deed

Legal Description

EXHIBIT F

Form of Bill of Sale

BILL OF SALE

_____, an Illinois _____ ("Seller"), in consideration of Ten and No/100 Dollars ($10.00), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to _____, LLC, an Illinois limited liability company ("Purchaser"), all of their right, title and interest in and to the following described personal property, to-wit:

All of the fixtures owned by Seller and attached to and used in the ownership and operation of certain real property with a common address of 3089 Old Jacksonville Road, Springfield, Illinois 62704, except those items set forth in Schedule 1.

Seller hereby represents and warrants to Purchaser that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. Except as set forth in this Agreement, all warranties of quality, fitness and merchantability are hereby excluded.

(Signatures on following page)

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed in its name by its officer thereunto duly authorized this ____ day of _____, 200__.

SELLER

_____

By: _____
Name: _____
Its: _____

Subscribed and sworn before me on this ____ day of _____, 2008.

_____
Notary Public

My Commission Expires on:

Schedule 1 to Bill of Sale

Excluded Personal Property

EXHIBIT G

Intentionally Omitted

EXHIBIT H

Form of FIRPTA Affidavit

FIRPTA AFFIDAVIT
INDIVIDUAL TRANSFEROR / SELLER

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____ (name of transferor), hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;

2. My U.S. Social Security Number is _____; and

3. My home address is _____
_____.
(P.O. Box and mailing address may be provided in addition to, but not in lieu of, the home address.)

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of ____ day of _____, 2008.

TRANSFEROR / SELLER

Signed:_____

Print Name:_____

Dated: _____

A

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is made this 5th day of March, 2010, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in attached *Exhibit A* to the Agreement.

The parties wish to modify certain provisions of the Agreement regarding the Deposit and the Closing Date.

AGREEMENT

The Agreement is hereby modified as follows:

1. Subsection 2(b)(ii) of the Agreement is hereby modified by adding to the end of said Subsection the following sentence:

> "On the eighteenth (18th) month anniversary of the date of this Agreement, Purchaser shall increase the Deposit by Two Thousand Five Hundred Dollars ($2,500.00); and on the twenty-first (21st) month anniversary of the date of this Agreement, Purchaser shall increase the Deposit by an additional Two Thousand Five Hundred Dollars ($2,500.00)."

2. Section 3 of the Agreement is hereby modified as indicated below:

The following two sentences are hereby added to Section 3 prior to the second to the last sentence of said Section.

> "Purchaser shall have the option to extend the Closing Date beyond the eighteenth (18th) month anniversary of this Agreement, up to an additional six (6) months, provided, however, if Purchaser extends the Closing Date beyond the eighteenth (18th) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit by Two Thousand Five Hundred Dollars ($2,500.00) as required in

Subsection 2(b)(ii) above, and if Purchaser extends the Closing Date beyond the twenty-first (21st) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit by an additional Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above."

Section 3 of the Agreement is also modified by changing the second to the last sentence of Section 3 to read as follows:

"Purchaser may not extend the Closing Date beyond the twenty-fourth (24th) month anniversary of this Agreement."

3. Except for the modifications set forth herein, the parties agree that all of the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

March 2, 2010 w:\FAIRREN\ANGERMEIER\SUPPLEMENTAL AGREEMENT.DOC

EXHIBIT A

Legal Description

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

B

SECOND SUPPLEMENTAL AGREEMENT

This Second Supplemental Agreement is made as of September 18, 2010, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, the foregoing parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in *Exhibit A* attached to the Agreement.

The Agreement was modified and extended by a Supplemental Agreement dated March 5, 2010, made by and between Seller and Buyer. The Agreement as modified by the Supplemental Agreement is hereafter referred to as the Supplemented Agreement.

The parties wish to modify certain provisions of the Supplemented Agreement regarding the Deposit and the Closing Date.

AGREEMENT

The Supplemented Agreement is further hereby modified as follows:

1. Subsection 2(b)(ii) of the Supplemented Agreement is hereby further modified by adding to the end of said Subsection, the following sentence:

> "On or before September 23, 2010, Purchaser shall increase the Deposit by paying to Seller Two Thousand Five Hundred Dollars ($2,500.00); and on or before October 22, 2010, should Purchaser elect to extend the Closing Date to and including March 31, 2011, Purchaser shall increase the Deposit by paying to Seller an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00)."

2. Section 3 of the Supplemented Agreement is hereby further modified as indicated below:

The second to the last sentence of Section 3 is hereby deleted and the following sentences are hereby added to Section 3 prior to the last sentence of said Section.

> "Purchaser shall have the right to extend the Closing Date beyond the twenty-four (24) month anniversary of this Agreement, to and including October 22, 2010. In consideration of such extension, Purchaser shall increase the Deposit by Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above as modified by this Second Supplemental Agreement. Purchaser may also elect to extend the Closing Date beyond October 22, 2010, to and including March 31, 2011. In consideration of such extension until March 31, 2011, Purchaser shall further increase the Deposit by an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00) on or before October 22, 2010, as required in Subsection 2(b)(ii) above as modified by this Second Supplemental Agreement. Purchaser may not extend the Closing Date beyond March 31, 2011; it being understood that this transaction must close on or before March 31, 2011."

3. Except for the modifications set forth herein, the parties agree that all of the terms of the Supplemented Agreement as modified by this Second Supplemental Agreement remain in full force and effect.

4. This second Supplemental Agreement may be executed in one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

IN WITNESS WHEREOF, the parties have executed this Second Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

September 20, 2010\wcAF\JPJRE\JPJ\ANGERMEIER\SECOND SUPPLEMENTAL AGREEMENT.DOC

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

September 20, 2010\wo\F:\UPJ\REUPJ\ANGERMEIER\SECOND SUPPLEMENTAL AGREEMENT.DOC

C

THIRD SUPPLEMENTAL AGREEMENT

This Third Supplemental Agreement is made as of October 21, 2010, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, the foregoing parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in *Exhibit A* attached to the Agreement.

The Agreement was modified and extended by a Supplemental Agreement dated March 5, 2010, made by and between Seller and Buyer. The Agreement as modified by the Supplemental Agreement was further modified and extended by a Second Supplemental Agreement dated September 18, 2010. The Agreement as modified by the Supplemental Agreement and the Second Supplemental Agreement is hereafter referred to as the Supplemented Agreement.

The parties wish to modify certain provisions of the Supplemented Agreement regarding the Deposit and the Closing Date.

AGREEMENT

The Supplemented Agreement is further hereby modified as follows:

1. The last sentence of Subsection 2(b)(ii) of the Supplemented Agreement is hereby further modified by deleting said sentence and substituting the following sentence:

> "On or before September 23, 2010, Purchaser increased the Deposit by paying to Seller Two Thousand Five Hundred Dollars ($2,500.00); and on or before November 19, 2010, should Purchaser elect to extend the Closing Date to and including March 31, 2011, Purchaser shall increase

the Deposit by paying to Seller an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00)."

2. Section 3 of the Supplemented Agreement is hereby further modified as indicated below:

The second and third to the last sentences of Section 3 are hereby deleted and the following sentences are hereby added to Section 3 prior to the last sentence of said Section.

> "Purchaser shall have the right to extend the Closing Date beyond the twenty-four (24) month anniversary of this Agreement, to and including November 19, 2010. In consideration of such extension, Purchaser on or before September 23, 2010, increased the Deposit by Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above as modified by this Third Supplemental Agreement. Purchaser may also elect to extend the Closing Date beyond November 19, 2010, to and including March 31, 2011. In consideration of such extension until March 31, 2011, Purchaser shall further increase the Deposit by an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00) on or before November 19, 2010, as required in Subsection 2(b)(ii) above as modified by this Third Supplemental Agreement. Purchaser may not extend the Closing Date beyond March 31, 2011; it being understood that this transaction must close on or before March 31, 2011."

3. Except for the modifications set forth herein, the parties agree that all of the terms of the Supplemented Agreement as modified by this Third Supplemental Agreement remain in full force and effect.

4. This Third Supplemental Agreement may be executed in one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

IN WITNESS WHEREOF, the parties have executed this Third Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

October 21, 2010\vc\F:\JPJ\RE\JPJ\ANGERMEIER\THIRD SUPPLEMENTAL AGREEMENT.DOC

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

October 21, 2010\wc\F:\JPJ\RE\JPJ\ANGERMEIER\THIRD SUPPLEMENTAL AGREEMENT.DOC

D

FOURTH SUPPLEMENTAL AGREEMENT

This Fourth Supplemental Agreement is made as of November 15, 2010, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, the foregoing parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in *Exhibit A* attached to the Agreement.

The Agreement was modified and extended by a Supplemental Agreement dated March 5, 2010, made by and between Seller and Buyer. The Agreement as modified by the Supplemental Agreement was further modified and extended by a Second Supplemental Agreement dated September 18, 2010 and by a Third Supplemental Agreement dated October 21, 2010. The Agreement as modified by the Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement is hereafter referred to as the Supplemented Agreement.

The parties wish to modify certain provisions of the Supplemented Agreement regarding the Deposit and the Closing Date.

AGREEMENT

The Supplemented Agreement is further hereby modified as follows:

1. The last sentence of Subsection 2(b)(ii) of the Supplemented Agreement is hereby further modified by deleting said sentence and substituting the following sentence:

"On or before September 23, 2010, Purchaser increased the Deposit by paying to Seller Two Thousand Five Hundred Dollars ($2,500.00); and on or before January 28, 2011, should Purchaser elect to extend the Closing Date to and including March 31, 2011, Purchaser shall increase the Deposit by paying to Seller an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00)."

2. Section 3 of the Supplemented Agreement is hereby further modified by deleting Section 3 in its entirety and replacing it with the following:

"The closing of the transactions contemplated hereby (the "Closing") shall take place at 10:00 A.M. Central Standard Time on or before the six-month anniversary of the date of this Agreement (the "Closing Date"). The foregoing to the contrary notwithstanding, the parties hereto acknowledge that Purchaser intends to construct a skilled nursing home facility on the Property, which requires the prior approval of the Illinois Health Facilities Planning Board and the issuance of a Certificate of Need ("CON") in connection therewith, as well as zoning approval by the local zoning authority. Accordingly, in the event that Purchaser shall be unable to obtain the CON prior to the six-month anniversary of this Agreement, Purchaser shall have the option to extend the Closing Date by three (3) months provided that Purchaser increase the Deposit as required in Section 2(b) above. Purchaser shall have an additional option to extend the Closing Date by three (3) months in the event Purchaser shall be unable to obtain the CON prior to the nine-month anniversary, provided that Purchaser further increases the Deposit in accordance with Section 2(b) above. Thereafter, Purchaser shall have no further option to extend the Closing Date as a result of Purchaser's inability to obtain the CON. The foregoing to the contrary notwithstanding, if prior to the twelve-month anniversary of

this Agreement, Purchaser shall have obtained the CON, but has not obtained zoning approval, Purchaser shall have the option to extend the Closing Date up to an additional six (6) months; provided, however, if Purchaser extends the Closing Date beyond the twelve (12) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit as required in Subsection 2(b)(ii) above. Purchaser shall have the option to extend the Closing Date beyond the eighteenth (18th) month anniversary of this Agreement, up to an additional six (6) months; provided, however, if Purchaser extends the Closing Date beyond the eighteenth (18th) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit by Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above, and if Purchaser extends the Closing Date beyond the twenty-first (21st) month anniversary of this Agreement, Purchaser shall be required to further increase the Deposit by an additional Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above. Purchaser shall have the right to extend the Closing Date beyond the twenty-fourth (24th) month anniversary of this Agreement, to and including January 28, 2011. In consideration of such extension, Purchaser, on or before September 23, 2010, increased the Deposit by Two Thousand Five Hundred Dollars ($2,500.00) as required in Subsection 2(b)(ii) above. Purchaser may also elect to extend the Closing Date beyond January 28, 2011, to and including March 31, 2011. In consideration of such extension until March 31, 2011, Purchaser shall further increase the Deposit by an additional Twenty Two Thousand Five Hundred Dollars ($22,500.00) on or before January 28, 2011, as required in Subsection 2(b)(ii) above. Purchaser may not extend the Closing Date beyond March 31, 2011, it being understood that this transaction must close on or before March 31, 2011. The Closing shall

occur at the office of the Title Company at such location as mutually agreed upon by Purchaser and Seller.

3. Except for the modifications set forth herein, the parties agree that all of the terms of the Supplemented Agreement as modified by this Fourth Supplemental Agreement remain in full force and effect.

4. This Fourth Supplemental Agreement may be executed in one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Fourth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

IN WITNESS WHEREOF, the parties have executed this Fourth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

E

FIFTH SUPPLEMENTAL AGREEMENT

This Fifth Supplemental Agreement is made as of March 15, 2011, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, the foregoing parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in *Exhibit A* attached to the Agreement.

The Agreement was modified and extended by a Supplemental Agreement dated March 5, 2010, made by and between Seller and Buyer. The Agreement as modified by the Supplemental Agreement was further modified and extended by a Second Supplemental Agreement dated September 18, 2010, by a Third Supplemental Agreement dated October 21, 2010, and by a Fourth Supplemental Agreement dated November 15, 2010. The Agreement as modified by the Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement and the Fourth Supplemental Agreement is hereafter referred to as the Supplemented Agreement.

The parties wish to modify certain provisions of the Supplemented Agreement regarding the Deposit and the Closing Date.

AGREEMENT

The Supplemented Agreement is further hereby modified as follows:

1. The last sentence of Subsection 2(b)(ii) of the Supplemented Agreement is hereby further modified by deleting said sentence and substituting the following sentence:

"On or before September 23, 2010, Purchaser increased the Deposit by paying to Seller Two Thousand Five Hundred Dollars ($2,500.00), and on or before January 28, 2011, Purchaser increased the Deposit by paying to Seller an additional Twenty-Two Thousand Five Hundred Dollars ($22,500.00). On or before March 31, 2011, should Purchaser elect to extend the Closing Date to and including June 30, 2011, Purchaser shall increase the Deposit by paying to Seller an additional Five Thousand Dollars ($5,000.00), and on or before June 30, 2011, should Purchaser elect to extend the Closing Date to and including September 30, 2011, Purchaser shall increase the Deposit by paying to Seller an additional Five Thousand Dollars ($5,000.00)."

2. Section 3 of the Supplemented Agreement is hereby further modified by deleting the last two sentences of Section 3 and adding at the end of Section 3 the following:

"Purchaser may also elect to extend the Closing Date beyond March 31, 2011, to and including June 30, 2011. In consideration of such extension until June 30, 2011, Purchaser shall further increase the Deposit by an additional Five Thousand Dollars ($5,000.00) on or before March 31, 2011, as required in Subsection 2(b)(ii) above. Purchaser may also elect to extend the Closing Date beyond June 30, 2011, to and including September 30, 2011. In consideration of such extension until September 30, 2011, Purchaser shall further increase the Deposit by an additional Five Thousand Dollars ($5,000.00) on or before June 30, 2011, as required in Subsection 2(b)(ii) above. Purchaser may not extend the Closing Date beyond September 30, 2011, it being understood that this transaction must close on or before September 30, 2011. The Closing shall occur at the office of the Title Company at such location as mutually agreed upon by Purchaser and Seller.

3. Except for the modifications set forth herein, the parties agree that all of the terms of the Supplemented Agreement as modified by this Fifth Supplemental Agreement remain in full force and effect.

4. This Fifth Supplemental Agreement may be executed in one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Fifth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

IN WITNESS WHEREOF, the parties have executed this Fifth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III	SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

F

SIXTH SUPPLEMENTAL AGREEMENT

This Sixth Supplemental Agreement is made as of September 28, 2011, by and between JOSEPH J. ANGERMEIER, III and SHIRLEY J. ANGERMEIER, husband and wife, hereinafter "Seller", and OJCC REALTY, LLC, an Illinois limited liability company, "Purchaser."

RECITALS

On September 18, 2008, the foregoing parties entered into a Real Estate Purchase Agreement (the "Agreement") in regard to the sale to Purchaser by Seller of a five (5) acre tract of real estate, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and legally described in *Exhibit A* attached to the Agreement.

The Agreement was modified and extended by a Supplemental Agreement dated March 5, 2010, made by and between Seller and Buyer. The Agreement as modified by the Supplemental Agreement was further modified and extended by a Second Supplemental Agreement dated September 18, 2010, by a Third Supplemental Agreement dated October 21, 2010, by a Fourth Supplemental Agreement dated November 15, 2010, and by a Fifth Supplemental Agreement dated March 15, 2011. The Agreement as modified by the Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, and Fifth Supplemental Agreement is hereafter referred to as the Supplemented Agreement.

The parties wish to modify certain provisions of the Supplemented Agreement regarding the Closing Date.

AGREEMENT

The Supplemented Agreement is further hereby modified as follows:

1. Section 3 of the Supplemented Agreement is hereby further modified by deleting the last sentence of Section 3 and adding at the end of Section 3 the following:

> "Purchaser may also elect to extend the Closing Date beyond September 30, 2011, to and including October 19, 2011. Purchaser may not extend the Closing Date beyond October 19, 2011, it being understood that this transaction must close on or before October 19, 2011. The Closing shall occur at the office of the Title Company at such location as mutually agreed upon by Purchaser and Seller.

2. Except for the modifications set forth herein, the parties agree that all of the terms of the Supplemented Agreement as modified by this Sixth Supplemental Agreement remain in full force and effect.

3. This Sixth Supplemental Agreement may be executed in one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Sixth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

IN WITNESS WHEREOF, the parties have executed this Sixth Supplemental Agreement the day and year first above written.

SELLER

JOSEPH J. ANGERMEIER, III

SHIRLEY J. ANGERMEIER

PURCHASER
OJCC REALTY, LLC

By: _____
BENJAMIN M. KLEIN
Its Manager

2

CAPITAL AREA ASSOCIATION OF REALTORS®

Addendum to Contract to Purchase Residential Real Estate

SELLER HOLDOVER AGREEMENT

Notwithstanding any other provisions of paragraph IV of the Contract to Purchase For Residential Real Estate at 3089 Old Jacksonville Rd., Springfield, IL, entered into by Buyer and Seller on September 8, 20, the parties further agree as follows:

1. Seller shall be entitled to remain in the premises on and after October 19, 2011, the date of closing, up to and including October 28, 2011.

2. During the period that the Seller remains in the premises after October 19, 2011, Seller shall pay Buyer the sum of $0.00 per day for each and every day or part thereof that Seller occupies the premises, not as rent, but as liquidated damages. * See below

3. Seller agrees to pay all expenses for utilities which are incurred in and about the premises until the date that Seller vacates the premises, at which time he shall obtain a final reading for all such services rendered to the premises.

4. Seller agrees to indemnify and hold the Buyer harmless from and against any and all claims, demands, actions, causes of action, damages, expenses, losses, attorneys' fees or liabilities arising, in any way, from or out of Seller's possession of the premises after closing. Seller agrees to comply with all statues, laws or ordinances pertaining to the use and occupancy of the premises. Seller further agrees to comply with all rules and regulations, if any, pertaining to the use and occupancy of the premises imposed by restrictive covenants, a homeowners' association, a condominium association or the like.

5. Seller shall keep all the property in good repair and shall not commit or permit to be committed waste or any other thing which would materially impair the value of the property. In the event of any such damage, Seller shall reimburse the Buyer or shall repair the premises at Seller's expense.

6. Seller shall not permit any mechanic's lien or other lien to attach to or be against the premises.

7. Seller and Buyer agree that nothing herein contained is intended to create a relationship of landlord and tenant between them.

8. If Seller shall fail to vacate said premises on or before October 28, 2011, Buyer shall, in addition to all his other rights, have the right to commence any legal proceeding to oust, evict and remove Seller from the premises. Seller agrees to reimburse Buyer of all expenses, including reasonable attorney's fees he may incur in the enforcement of his rights under this Addendum.

So agreed and executed this _____ day of October, 2011.

OJCC Realty LLC

By:

Buyer Its Authorized Representative

Buyer

Seller Joseph J. Angermeier

Seller Shirley J. Angermeier

CAAR 336 (Revised 10/06)

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* Should Seller remain in the premises after October 28, 2011, Seller shall pay the Buyer the sum of Two Hundred Dollars ($200.00) per day for each and every day, or part thereof, that Seller occupies the premises, not as rent, but as liquidated damages.

Instant forms

CAPITAL AREA ASSOCIATION OF REALTORS®

REALTOR®

EQUAL HOUSING OPPORTUNITY

Addendum to Contract to Purchase Residential Real Estate

SELLER HOLDOVER AGREEMENT

Notwithstanding any other provisions of paragraph IV of the Contract to Purchase For Residential Real Estate at 3089 Old Jacksonville Rd., Springfield, IL, entered into by Buyer and Seller on September 8, 20, the parties further agree as follows:

1. Seller shall be entitled to remain in the premises on and after October 19, 2011, the date of closing, up to and including October 28, 2011.

2. During the period that the Seller remains in the premises after October 19, 2011, Seller shall pay Buyer the sum of $0.00 per day for each and every day or part thereof that Seller occupies the premises, not as rent, but as liquidated damages. * See below

3. Seller agrees to pay all expenses for utilities which are incurred in and about the premises until the date that Seller vacates the premises, at which time he shall obtain a final reading for all such services rendered to the premises.

4. Seller agrees to indemnify and hold the Buyer harmless from and against any and all claims, demands, actions, causes of action, damages, expenses, losses, attorneys' fees or liabilities arising, in any way, from or out of Seller's possession of the premises after closing. Seller agrees to comply with all statues, laws or ordinances pertaining to the use and occupancy of the premises. Seller further agrees to comply with all rules and regulations, if any, pertaining to the use and occupancy of the premises imposed by restrictive covenants, a homeowners' association, a condominium association or the like.

5. Seller shall keep all the property in good repair and shall not commit or permit to be committed waste or any other thing which would materially impair the value of the property. In the event of any such damage, Seller shall reimburse the Buyer or shall repair the premises at Seller's expense.

6. Seller shall not permit any mechanic's lien or other lien to attach to or be against the premises.

7. Seller and Buyer agree that nothing herein contained is intended to create a relationship of landlord and tenant between them.

8. If Seller shall fail to vacate said premises on or before October 28, 2011, Buyer shall, in addition to all his other rights, have the right to commence any legal proceeding to oust, evict and remove Seller from the premises. Seller agrees to reimburse Buyer of all expenses, including reasonable attorney's fees he may incur in the enforcement of his rights under this Addendum.

So agreed and executed this 19th day of October, 2011.

OJCC Realty LLC

By: _____
Buyer Its Authorized Representative

_____
Buyer

_____
Seller Joseph J. Angermeier

_____
Seller Shirley J. Angermeier

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* Should Seller remain in the premises after October 28, 2011, Seller shall pay the Buyer the sum of Two Hundred Dollars ($200.00) per day for each and every day, or part thereof, that Seller occupies the premises, not as rent, but as liquidated damages.

Instant forms

3

COPY

2011R35091

2011R35091

10/24/2011 01:21PM

REC FEE:	31.00
RHSP FEE:	10.00
REV STAMP FEE:	1797.00
TOTAL:	$1,838.00
PAGES:	6

ANDREA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

WARRANTY DEED

WARRANTY DEED

JOSEPH J. ANGERMEIER, III and SHIRLEY JEAN ANGERMEIER, husband and wife, of the City of Springfield, Sangamon County, Illinois (hereinafter called "Grantors"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by OJCC REALTY, LLC, an Illinois limited liability company, having its principal office in Skokie, Illinois (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the following described real property:

See *Exhibit A* attached hereto and made a part hereof

Permanent Index Number(s): 13-36.0-476-005

Address of Property: 3089 Old Jacksonville Road, Springfield, Illinois 62704

Together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to the same and all right, title and interest, if any, of Grantor in and to the land lying in the bed of any street or highway in front of or adjoining the aforesaid property to the center line thereof, subject to the encumbrances described in *Exhibit B* attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor.

Current ad valorem taxes on the herein described Property having been prorated, Grantee hereby assumes the payment thereon.

[Signature Page Follows]

IN WITNESS WHEREOF, this Warranty Deed is executed by Grantors on this 19th day of October 2011.

The address of Grantee is:

OJCC Realty, LLC
c/o Platinum Healthcare, LLC
ATTN: Benjamin M. Klein
7444 Long Avenue
Skokie, Illinois 60077

JOSEPH J. ANGERMEIER, III

SHIRLEY JEAN ANGERMEIER

THE STATE OF ILLINOIS §
§
COUNTY OF SANGAMON §

This instrument was acknowledged before me on October 19, 2011 by Joseph J. Angermeier, III and Shirley Jean Angermeier, husband and wife.

OFFICIAL SEAL
VICKI COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-4-2013

Notary Public, State of Illinois

Vicki Collins

My commission expires:
8-4-2013

Prepared By:
Brown, Hay & Stephens, LLP
ATTN: J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 700
Springfield, IL 62705

After Recorded, Return to:

Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard
Skokie, Illinois 60077
Attn: Abraham A. Gutnicki

Exhibit A to Warranty Deed

Legal Description

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 north, range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Being the same land described in survey made by Richard Tonellato of Greene & Bradford, Inc., dated September 26, 2011, known as Project No. 08-197, as follows:

"SURVEY LEGAL DESCRIPTION EXISTING RIGHT OF WAY:"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

"SURVEY LEGAL DESCRIPTION REMAINING PARCEL"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record Situated in Sangamon County, Illinois

Permanent Index Number(s): 13-36.0-476-005

Address of Real Estate: 3089 Old Jacksonville Road, Springfield, Illinois 62704

EXHIBIT B

Permitted Exceptions

1. Real estate taxes for 2011 and subsequent years.

2. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads or highways, including but not limited to that portion dedicated for public roadway by Document No. 225264, recorded December 3, 1947.

3. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

4. Zoning ordinances affecting the Property.

5. Easements of record and/or in place, including but not limited to the following:

   a) Easement in, upon, under, over and along a portion of the Property to install and maintain all equipment for the purpose of serving the Property and other land with electric service, together with right of access to said equipment, as created by grant to Central Illinois Light Co recorded July 6, 1955, as Document No. 261068. (Affects West 5 feet of the South 165 feet. Assigned to the City of Springfield, by Document No. 515381, recorded May 26, 1971);

   b) Terms, provisions and conditions contained in a Reciprocal Easement for Sewer line, recorded June 8, 1990, as Document No. 90J014655. (Affects the South 15 feet of the North 205 feet);

   c) Easement in, upon, under, over and along a portion of the Property premises to install and maintain all equipment for the purpose of service the Property and other land with water service, together with right of access to said equipment, as created by grant to the City of Springfield recorded June 8, 1990, as Document No. 90J014709. (Affects the South 15 feet of the North 190 feet); and

   d) Grant of Drainage Easement dated December 4, 2003, and recorded December 5, 2003, in the Recorder's Office of Sangamon County, Illinois as Document No. 2003R85080 granted by Joseph J. Angermeier, III and Shirley Jean Angermeier to Hope Ventures, LLC.

e) Building set back lines, easements, access limitations, height restrictions and other matters shown by ALTA/ACSM Survey made by Richard Tonellato, Illinois Professional Land Surveyor of Greene & Bradford, Inc, dated September 26, 2011, Project No. 08-197.

4

BILL OF SALE

Joseph J. Angermeier, III and Shirley Jean Angermeier, husband and wife, ("Sellers"), in consideration of Ten and No/100 Dollars ($10.00), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to OJCC REALTY, LLC, an Illinois limited liability company ("Purchaser"), all of their right, title and interest in and to the following described personal property, to-wit:

All of the fixtures owned by Seller and attached to and used in the ownership and operation of certain real property with a common address of 3089 Old Jacksonville Road, Springfield, Illinois 62704, except those items set forth in Schedule 1.

Sellers hereby represent and warrant to Purchaser that Sellers are the absolute owner of said Property, and that said Property is free and clear of all liens, charges and encumbrances, and that Sellers have full right, power and authority to sell said personal property and to make this Bill of Sale. Except as set forth in this Agreement, all warranties of quality, fitness and merchantability are hereby excluded.

(Signatures on following page)

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be signed and sealed this 19th day of October, 2011.

SELLERS:

JOSEPH J. ANGERMEIER, III

SHIRLEY JEAN ANGERMEIER

Subscribed and sworn before me on this 19th day of October, 2011

Notary Public
My Commission Expires on:

OFFICIAL SEAL
VICKI COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-4-2013

SCHEDULE 1

Excluded Personal Property

All Personal Property is excluded except for permanently attached fixtures. In regard to such permanently attached fixtures, Purchaser acknowledges that Sellers shall have the right to remove the bar in the basement prior to delivery of possession to Purchaser of the real property at 3089 Old Jacksonville Road, Springfield, Illinois.

5

CERTIFICATION REGARDING REPRESENTATIONS AND WARRANTIES

Reference is made to that certain Real Estate Purchase Agreement, dated as of September 18, 2008, by and between Joseph J. Angermeier and Shirley J. Angermeier, Husband and Wife, and OJCC Realty, LLC, an Illinois limited liability company ("Purchaser") (as amended and/or restated from time to time, the "APA"). In accordance with Section 5(b)(iii) of the APA, the undersigned hereby certifies that the representations and warranties of Purchaser set forth in the APA are true and complete in all respects on and as of the Closing Date (as defined in the APA).

Executed as of October 19, 2011.

OJCC Realty, LLC, an Illinois limited liability company

By: Benjamin M. Klein
Its: Authorized Member

6

CERTIFICATE

The undersigned, Joseph J. Angermeier, III and Shirley Jean Angermeier, husband and wife, (hereinafter referred to as "Sellers") hereby certify and warrant to OJCC Realty, LLC, an Illinois limited liability company, (hereinafter referred to as "Purchaser") as follows:

As of the October 19, 2011 (the "Closing Date") the representations and warranties of Sellers as set forth in that certain Real Estate Purchase Agreement, made by and between Sellers and Purchaser, dated as of October 18, 2008, as supplemented by five Supplemental Agreements, the fifth such Supplemental Agreement being dated as of March 15, 2011, in regard to Sellers' sale to Purchaser of the real estate commonly known as 3089 Old Jacksonville Road, Springfield, Illinois 62704, and described on *Exhibit A*, attached hereto, are still true and complete.

This Certificate is made for the purpose of inducing the Purchaser to complete the purchase of the Property described hereinabove.

Dated October 19, 2011

JOSEPH J. ANGERMEIER, III

SHIRLEY JEAN ANGERMEIER

SUBSCRIBED AND SWORN to before me this 19th day of October, 2011.

Notary Public

OFFICIAL SEAL
VICKI COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-4-2013

EXHIBIT A

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois; excepting therefrom the existing right-of-way as said right-of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc., dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record Situated in Sangamon County, Illinois

Permanent Index Number(s): 13-36.0-476-005

Address of Real Estate: 3089 Old Jacksonville Road, Springfield, Illinois 62704

7

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by JOSEPH J. ANGERMEIER, III (the "Seller"), the undersigned hereby certifies on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's social security number is 333-32-0119; and

3. Seller's address is 3089 Old Jacksonville Road, Springfield, Illinois 62704.

Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement made here could be punished by fine, imprisonment, or both. Under penalties of perjury, Seller declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated as of 19th day of October, 2011.

SELLER:

Joseph J. Angermeier III

JOSEPH J. ANGERMEIER, III

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by SHIRLEY JEAN ANGERMEIER (the "Seller"), the undersigned hereby certifies on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's social security number is 359-34-7603; and

3. Seller's address is 3089 Old Jacksonville Road, Springfield, Illinois 62704.

Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement made here could be punished by fine, imprisonment, or both. Under penalties of perjury, Seller declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated as of 19th day of October, 2011.

SELLER:

Shirley Jean Angermeier

SHIRLEY JEAN ANGERMEIER

8

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

The Affiants, JOSEPH J. ANGERMEIER, III and SHIRLEY JEAN ANGERMEIER, husband and wife, being of legal age and under no legal disability, after being duly sworn, warrant and state as follows:

1. Joseph J. Angermeier, III and Shirley Jean Angermeier, husband and wife, are the Grantors in the deed dated October ____, 2011, to OJCC Realty, LLC, an Illinois limited liability company, the Grantee, conveying the real estate situated in Springfield, Illinois, commonly known as 3089 Old Jacksonville Road, Springfield, Illinois, and described on *Exhibit* A attached hereto and by this reference incorporated herein (the "Property").

2. Since September 3, 2011, the date of the Title Commitment, issued by Chicago Title Insurance Company, as Commitment Number 710105493, Affiants have not done or caused to be done anything that could in any way affect the title to the Property, and no proceedings have been filed by or against the Affiants nor has any judgment or order been rendered against the Affiants related to the Property.

3. Affiants are in undisputed possession of the Property, and no other parties have any rights or claims to the possession of the Property.

4. The real estate taxes assessed against the Property are current and not delinquent.

5. No labor or material has been furnished for the Property by Affiants that has not been paid for.

6. That these representations and warranties will survive the transfer, sale and conveyance of the Property to Grantee and are made for the purpose of inducing the Grantee to complete the purchase of Property.

Dated: October 19, 2011

Joseph J. Angermeier III
JOSEPH J. ANGERMEIER, III

Shirley Jean Angermeier
SHIRLEY JEAN ANGERMEIER

SUBSCRIBED AND SWORN to before me this 19th day of October, 2011.

Vicki Collins
Notary Public

OFFICIAL SEAL
VICKI COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-4-2013

EXHIBIT A

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois; excepting therefrom the existing right-of-way as said right-of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc., dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record Situated in Sangamon County, Illinois

Permanent Index Number(s): 13-36.0-476-005

Address of Real Estate: 3089 Old Jacksonville Road, Springfield, Illinois 62704

9

PERSONAL UNDERTAKING
(GAP)

WHEREAS, the Chicago Title Insurance Company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy", No. 1271 710105493 SPR , in respect to the land described therein;

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title", described as follows:

> "Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment."

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments", either free and clear of all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy as aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, successors and assigns do hereby covenant and agree with the Company: (1) to forever fully protect, defend, and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason , or in consequence, or growing out of the Exceptions to Title or any of them including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including attorney's fees and expenses) incurred by the Company in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches and examination thereof covering the date of recording of the instruments creating or vesting the estate or interest to be insured required for the issuance of the above policy; provided, however that (1) no rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or in any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this _____ day of _____ A.D. _____.

_____

BY: _____
President

ATTEST: _____
Secretary

ADDRESS OF CORPORATION:

_____

_____

Date: _____

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this 19th day of October A.D. 2011.

Joseph J. Angermeier III
Joseph J. Angermeier, III (SEAL)
Social Security Number:
Address: 3089 Old Jacksonville Road
Springfield, IL 62704

Shirley Jean Angermeier
Shirley Jean Angermeier (SEAL)
Social Security Number:
Address: 3089 Old Jacksonville Road
Springfield, IL 62704

Accepted and Approved By:

_____
(NAME)

GPERSUND CLP

10

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND TRACT SURVEY REQUIREMENTS
Relevant Zoning and Subdivision Ordinances Will Also Apply

STATE OF ILLINOIS
COUNTY OF SANGAMON

October 19, 2011

Affiant is a resident of Springfield, Illinois, and is attorney for Grantors in a Deed bearing the above date transferring an interest in the real estate described in the accompanying documents. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(x) a. NOT A DIVISION OF LAND:
1. Conveyance of entire parcel as described in current tax records; Tax I.D. No. 13-36.0-476-005
2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate recording date and Document No.

( ) b. A division or subdivision of land into tracts of five acres or more in size which does not involve any new streets or easements of access;
** ( ) 1. Division by metes and bounds description;
( ) 2. Fractional Parts Division;

( ) c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets or easements of access;
** ( ) 1. Division is being done to create a new building site;
( ) 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;

** ( ) d. A sale or exchange of land between owners of adjoining and contiguous land, provided a new building site is not being created;

( ) e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements of access;

( ) f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

( ) g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;

( ) h. A conveyance made to correct descriptions in prior conveyances;

** ( ) i. A conveyance of land resulting from the one-time division of a parcel which is less than five acres and existed on July 17, 1959, and which does not involve any new streets or easements of access;

** ( ) j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than five acres which existed on October 1, 1973, and which does not involve any new streets or easements of access.

** ( ) k. A division of land to allow fee simple sale of a duplex.

** ( ) l. Division meets criteria for agricultural exemption.

** If an exemption with a double asterisk is checked, also check one of the following:

_____ Plat Officer approval is required and attached.

_____ Plat Officer approval is not required because the parcel is located wholly within the municipal limits of _____, which does not require Plat Officer review.

_____ Agricultural Exemption Certificate attached.

FURTHER AFFIANT SAYETH NOT.

J. PATRICK JOYCE, JR.

SUBSCRIBED AND SWORN TO before me this 19th day of October, 2011.

Vicki Collins
Notary Public

OFFICIAL SEAL
VICKI COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-4-2013

11

PTAX-203
Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at **tax.illinois.gov/retd.**

Do not write in this area. County Recorder's Office use.
County:
Date:
Doc. No.:
Vol.:
Page:
Received by:

Step 1: Identify the property and sale information.

1 3089 OLD JACKSONVILLE ROAD
Street address of property (or 911 address, if available)
SPRINGFIELD 62704
City or village ZIP
CAPITAL
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

	Property index number (PIN)	Lot size or acreage
a	13-36.0-476-005	APPROX. 5 ACRES
b		
c		
d		

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: 0 9 / 2 0 1 1 (Month / Year)

5 Type of instrument (Mark with an "X."): X Warranty deed
___ Quit claim deed ___ Executor deed ___ Trustee deed
___ Beneficial interest ___ Other (specify):

6 ___ Yes X No Will the property be the buyer's principal residence?

7 X Yes ___ No Was the property advertised for sale? (*i.e.*, media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use. (Mark **only one item per column** with an "X.")

	Current	Intended	
a			Land/lot only
b	X		Residence (single-family, condominium, townhome, or duplex)
c			Mobile home residence
d			Apartment building (6 units or less) No. of units:
e			Apartment building (over 6 units) No. of units:
f			Office
g			Retail establishment
h		X	Commercial building (specify): NURSING HOME
i			Industrial building
j			Farm
k			Other (specify):

9 Identify any significant physical changes in the property since January 1 of the previous year and **write the date of the change.**
Date of significant change: ___ / ___ (Month / Year)
(Mark with an "X.")
___ Demolition/damage ___ Additions ___ Major remodeling
___ New construction ___ Other (specify):

10 Identify only the items that apply to this sale. (Mark with an "X.")
a ___ Fulfillment of installment contract — year contract initiated :
b ___ Sale between related individuals or corporate affiliates
c ___ Transfer of less than 100 percent interest
d ___ Court-ordered sale
e ___ Sale in lieu of foreclosure
f ___ Condemnation
g ___ Short sale
h ___ Bank REO (real estate owned)
i ___ Auction sale
j ___ Seller/buyer is a relocation company
k ___ Seller/buyer is a financial institution or government agency
l ___ Buyer is a real estate investment trust
m ___ Buyer is a pension fund
n ___ Buyer is an adjacent property owner
o ___ Buyer is exercising an option to purchase
p ___ Trade of property (simultaneous)
q ___ Sale-leaseback
r ___ Other (specify):
s ___ Homestead exemptions on most recent tax bill:
1 General/Alternative $ 0.00
2 Senior Citizens $ 0.00
3 Senior Citizens Assessment Freeze $ 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over $1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11	Full actual consideration	11	$ 1,198,000.00
12a	Amount of personal property included in the purchase	12a	$ 0.00
12b	Was the value of a mobile home included on Line 12a?	12b	___ Yes X No
13	Subtract Line 12a from Line 11. This is the net consideration for real property.	13	$ 1,198,000.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	$ 0.00
15	Outstanding mortgage amount to which the transferred real property remains subject	15	$ 0.00
16	If this transfer is exempt, use an "X" to identify the provision.	16	___ b ___ k ___ m
17	Subtract Lines 14 and 15 from Line 13. **This is the net consideration subject to transfer tax.**	17	$ 1,198,000.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (*e.g.*, 61.002 rounds to 62).	18	2,396.00
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	$ 1,198.00
20	County tax stamps — multiply Line 18 by 0.25.	20	$ 599.00
21	Add Lines 19 and 20. **This is the total amount of transfer tax due.**	21	$ 1,797.00

This form is authorized in accordance with 35 ILCS 200/31-1 *et seq.* Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0227

ID:INT, Declaration Number: W131-M540-X489-2458

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8½" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

THE WEST FIVE (5) ACRES OF THE EAST TEN (10) ACRES OF THE SOUTH QUARTER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

JOSEPH J. AND SHIRLEY J. ANGERMEIER
Seller's or trustee's name

Seller's trust number (if applicable - **not** an SSN or FEIN)

3089 OLD JACKSONVILLE ROAD
Street address (after sale)

SPRINGFIELD — City
IL — State
62704 — ZIP

Joseph J. Angermeier III
Seller's or agent's signature

(217) 546-3290 Ext.
Seller's daytime phone

Buyer Information (Please print.)

OJCC REALTY, LLC C/O PLATINUM HEALTHCARE, LLC
Buyer's or trustee's name

Buyer's trust number (if applicable - **not** an SSN or FEIN)

7444 LONG AVENUE
Street address (after sale)

SKOKIE — City
IL — State
60077 — ZIP

(847) 329-4100 Ext.
Buyer's daytime phone

Buyer's or agent's signature

Mail tax bill to:

C/O PLATINUM HEALTHCARE, 7444 LONG AVENUE
Name or company — Street address

SKOKIE — City
IL — State
60077 — ZIP

Preparer Information (Please print.)

J. PATRICK JOYCE, JR.
Preparer's and company's name

Preparer's file number (if applicable)

205 S. FIFTH STREET
Street address

SPRINGFIELD — City
IL — State
62701 — ZIP

Preparer's signature

(217) 544-8491 Ext. 247
Preparer's daytime phone

jpjoyce@bhslaw.com
Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X.") ____ Extended legal description ____ Form PTAX-203-A
____ Itemized list of personal property ____ Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___
County — Township — Class — Cook-Minor — Code 1 — Code 2

2 Board of Review's final assessed value for the assessment year prior to the year of sale.
Land ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___
Buildings ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___
Total ___ ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___

3 Year prior to sale ___ ___ ___ ___

4 Does the sale involve a mobile home assessed as real estate? ___ Yes ___ No

5 Comments

Illinois Department of Revenue Use	Tab number

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8½" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

THE WEST FIVE (5) ACRES OF THE EAST TEN (10) ACRES OF THE SOUTH QUARTER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

JOSEPH J. AND SHIRLEY J. ANGERMEIER
Seller's or trustee's name

Seller's trust number (if applicable - **not** an SSN or FEIN)

3089 OLD JACKSONVILLE ROAD — SPRINGFIELD — IL 62704
Street address (after sale) — City — State ZIP

Seller's or agent's signature

(217) 546-3290 Ext.
Seller's daytime phone

Buyer Information (Please print.)

OJCC REALTY, LLC C/O PLATINUM HEALTHCARE, LLC
Buyer's or trustee's name

Buyer's trust number (if applicable - **not** an SSN or FEIN)

7444 LONG AVENUE — SKOKIE — IL 60077
Street address (after sale) — City — State ZIP

Buyer's or agent's signature

(847) 329-4100 Ext.
Buyer's daytime phone

Mail tax bill to: OJCC REALTY, LLC
C/O PLATINUM HEALTHCARE, 7444 LONG AVENUE — SKOKIE — IL 60077
Name or company — Street address — City — State ZIP

Preparer Information (Please print.)

J. PATRICK JOYCE, JR.
Preparer's and company's name

Preparer's file number (if applicable)

205 S. FIFTH STREET , SUITE 700 — SPRINGFIELD — IL 62701
Street address — City — State ZIP

Preparer's signature

(217) 544-8491 Ext. 247
Preparer's daytime phone

jpjoyce@bhslaw.com
Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X.") ____ Extended legal description ____ Form PTAX-203-A
____ Itemized list of personal property ____ Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 ___ ___ ___ ___ ___ ___ ___ ___ ___ ___
County Township Class Cook-Minor Code 1 Code 2

2 Board of Review's final assessed value for the assessment year prior to the year of sale.
Land ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___
Buildings ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___
Total ___ , ___ ___ ___ , ___ ___ ___ , ___ ___ ___

3 Year prior to sale ___ ___ ___ ___

4 Does the sale involve a mobile home assessed as real estate? ___ Yes ___ No

5 Comments

Illinois Department of Revenue Use	Tab number

12

********* THIS PAYOFF STATEMENT MUST ACCOMPANY YOUR PAYOFF CHECK *********

UCB - MONTVALE
1900 WEST ILES
SPRINGFIELD IL 62704

TO CHICAGO TITLE
QUOTED BY TRACY

Loan Payoff Statement

Loan Payoff for:		Loan Number:	158149
JOSEPH ANGERMEIER		Date Quoted:	Oct 11, 2011
SHIRLEY ANGERMEIER		Payoff Good To:	Oct 25, 2011
3089 OLD JACKSONVILLE RD		Method:	3/0
SPRINGFIELD IL 62704			

Collateral:3089 OLD JACKSONVILLE RD SPFLD IL

Principal:	$18,081.74
Interest To Oct 25, 2011:	($16.14)
RELEASE FEE	$39.00
PROCESSING FEE	$21.50
Net Amount Due:	$18,126.10

Additional Information

One Day's Interest: $2.52

MAIL RELEASE TO:
(AFTER RECORDED)

MAIL PAYOFF TO:
UNITED COMMUNITY BANK
LOAN SERVICING CENTER
104 N MACOUPIN / PO BOX 148
GILLESPIE, IL 62033

If this property is being sold, please include the forwarding address of *OUR CUSTOMER* for mailing of 1098s:

WIRING INSTRUCTIONS:
ATTN: WIRE DEPARTMENT (FAX: 217 438 5480)
ABA# 071108407
FOR CREDIT TO: ACCOUNT #_____

WE RESERVE THE RIGHT TO CORRECT ANY PORTION OF THIS STATEMENT AT ANY TIME IN ACCORDANCE WITH APPLICABLE LAW. ALL BALANCES MAY CHANGE IF A PAYMENT BECOMES DUE, MADE, REVERSED OR AN ESCROW DISBURSEMENT IS MADE. THANK YOU,
Any questions regarding this payoff, please call me at 1-217-839-2176 x4002

FAX TRANSMISSION

To:
From:
Subject: ATTN: CINDA JOHNSON

Message:

Tracy Baugh
Loan Servicing Lead
United Community Bank
Brown County State Bank
Marine Bank & Trust
104 N. Macoupin, PO Box 148
Gillespie, IL 62033
phone: 217-839-1721
fax: 217-547-3367
tbaugh@ucbbank.com

13

Chicago Title & Trust Company

SELLER'S SETTLEMENT STATEMENT

ESCROW NUMBER: 01271-710105493-001 ORDER NUMBER: 01271-710105493

CLOSING DATE: 10/19/11 CLOSER: Eric W. Campbell

BUYER: OJCC Realty, LLC

SELLER: Joe Angermeier and Shirley Angermeier

PROPERTY: 3089 Old Jacksonville Road, Springfield, Illinois 62711

		CHARGE SELLER	CREDIT SELLER
Sales Price		$	$ 1,198,000.00
UNITED COMMUNITY BANK		18,126.10	
EARNEST DEPOSIT		80,000.00	
Prorations And Adjustments			
County Taxes from 01/01/11 to 10/19/11		2,025.07	
Total amount $ 2,410.80 for 365 days			
CREDIT TO BUYER FOR SURVEY CHARGE		2,200.00	
Total commission $ 47,920.00			
Re/Max Professionals	47,920.00		
Commission paid at Settlement		47,920.00	
Title Insurance		3,725.70	
City/County Tax/Stamps		599.00	
State Tax/Stamps		1,198.00	
Funds Due To Seller At Closing		1,042,206.13	
TOTALS		$ 1,198,000.00	$ 1,198,000.00

JOSEPH J. ANGERMEIER, III

SHIRLEY JEAN ANGERMEIER

DATE: 10/13/11 14:36:2

Chicago Title & Trust Company

BUYER'S/BORROWER'S SETTLEMENT STATEMENT

ESCROW NUMBER: 01271-710105493-001 ORDER NUMBER: 01271-710105493

CLOSING DATE: 10/19/11 CLOSER: Eric W. Campbell

BUYER/BORROWER: OJCC Realty, LLC and MS SPRINGFIELD, LLC

SELLER: Joe Angermeier and Shirley Angermeier

PROPERTY: 3089 Old Jacksonville Road, Springfield, Illinois 62711

	CHARGE BUYER	CREDIT BUYER
Sales Price	$ 1,198,000.00	$
WIRE DEPOSIT BY MS SPRINGFIELD LLC		350,000.00
EARNEST DEPOSIT BY OJCC REALTY LLC		80,000.00
WIRE DEPOSIT BY OJCC REALTY LLC		696,000.33
WIRE DEPOSIT BY MS SPRINGFIELD LLC		37,624.63
WIRE DEPOSIT BY MS SPRINGFIELD LLC		1,000,000.00
New Loan From Town & Country Bank		10,360,000.00
WIRE DEPOSIT BY MS SPRINGFIELD LLC		1,000,000.00
Loan Charges To Town & Country Bank		
FLOOD CERT TO TOWN & COUNTYR BANK	11.00	
UCC FILING FEE TO TOWN & COUNTRY BANK	72.00	
LOAN FEE TO TOWN & COUNTRY BANK	25,900.00	
FUNDS RETAINED BY LENDER FOR CONSTRUCTIO	10,360,000.00	
Appraisal Fee To TELLATIN, SORT & HANSEN INC	6,500.00	
Prorations And Adjustments		
County Taxes from 01/01/11 to 10/19/11		
Total amount $ 2,410.80 for 365 days		2,025.07
CREDIT TO BUYER FOR SURVEY CHARGE		2,200.00
Title Insurance	17,442.70	
ADDITIONAL CLOSING SERVICES	500.00	
Recording Fees	85.00	
RECORD ASSGN OF LEASES & RENTS TO SANGAMON COUNTY R	45.00	
RECORD SNDA TO SANGAMON COUNTY RECORDER	42.00	
OWNERS DEPOSIT OF CONSTRUCTION FUNDS HELD BY T&C BA	457,533.83	
GUARANTY DEPOSIT BY OJCC REALTY LLC HELD BY T&C BAN	1,050,000.00	
ADVISOR FEE TO LCG CAPITOL GROUP LLC	84,543.50	
LEGAL FEES TO HART, SOUTHWORTH & WITSMAN	23,375.00	
INTREST RESERVE TO T2 OPPERTUNITY FUND	250,000.00	
CLOSING FEE T2 OPPERTUNITY FUND LLC	10,000.00	
LEGAL FEES TO VEDDER PRICE PC	43,800.00	
TOTALS	$ 13,527,850.03	$ 13,527,850.03

See attached addendum for division of charges and credits to buyer (OJCC Realty, LLC) and borrower (MS Springfield, LLC

OJCC Realty, LLC

MS SPRINGFIELD, LLC CFO

DATE: 10/20/11 12:09:38

Chicago Title & Trust Company

BUYER'S/BORROWER'S SETTLEMENT STATEMENT

ESCROW NUMBER: 01271-710105493-001 ORDER NUMBER: 01271-710105493

CLOSING DATE: 10/19/11 CLOSER: Eric W. Campbell

BUYER/BORROWER: OJCC Realty, LLC and MS SPRINGFIELD, LLC

SELLER: Joe Angermeier and Shirley Angermeier

PROPERTY: 3089 Old Jacksonville Road, Springfield, Illinois 62711

	CHARGE BUYER	CREDIT BUYER
Sales Price	$ 1,198,000.00	$
WIRE DEPOSIT BY MS SPRINGFIELD LLC		350,000.00
EARNEST DEPOSIT BY OJCC REALTY LLC		80,000.00
WIRE DEPOSIT BY OJCC REALTY LLC		696,000.33
WIRE DEPOSIT BY MS SPRINGFIELD LLC		37,624.63
WIRE DEPOSIT BY MS SPRINGFIELD LLC		1,000,000.00
New Loan From Town & Country Bank		10,360,000.00
WIRE DEPOSIT BY MS SPRINGFIELD LLC		1,000,000.00
Loan Charges To Town & Country Bank		
FLOOD CERT TO TOWN & COUNTYR BANK	11.00	
UCC FILING FEE TO TOWN & COUNTRY BANK	72.00	
LOAN FEE TO TOWN & COUNTRY BANK	25,900.00	
FUNDS RETAINED BY LENDER FOR CONSTRUCTIO	10,360,000.00	
Appraisal Fee To TELLATIN, SORT & HANSEN INC	6,500.00	
Prorations And Adjustments		
County Taxes from 01/01/11 to 10/19/11		
Total amount $ 2,410.80 for 365 days		2,025.07
CREDIT TO BUYER FOR SURVEY CHARGE		2,200.00
Title Insurance	17,442.70	
ADDITIONAL CLOSING SERVICES	500.00	
Recording Fees	85.00	
RECORD ASSGN OF LEASES & RENTS TO SANGAMON COUNTY R	45.00	
RECORD SNDA TO SANGAMON COUNTY RECORDER	42.00	
OWNERS DEPOSIT OF CONSTRUCTION FUNDS HELD BY T&C BA	457,533.83	
GUARANTY DEPOSIT BY OJCC REALTY LLC HELD BY T&C BAN	1,050,000.00	
ADVISOR FEE TO LCG CAPITOL GROUP LLC	84,543.50	
LEGAL FEES TO HART, SOUTHWORTH & WITSMAN	23,375.00	
INTREST RESERVE TO T2 OPPERTUNITY FUND	250,000.00	
CLOSING FEE T2 OPPERTUNITY FUND LLC	10,000.00	
LEGAL FEES TO VEDDER PRICE PC	43,800.00	
TOTALS	$ 13,527,850.03	$ 13,527,850.03

See attached addendum for division of charges and credits to buyer (OJCC Realty, LLC) and borrower (MS Springfield, LLC

Mary Carol Decker as Trustee for OJCC Realty, LLC

OJCC Realty, LLC

MS SPRINGFIELD, LLC

DATE: 10/20/11 12:09:38

Addendum to Buyer/Borrower's Settlement Statement (page 1 of 2)

Buyer (OJCC Realty, LLC)		Charges		Credits		Net Due From / (To)
Acquisition						
Purchase Price		$1,198,000.00				
Deposit by MS Springfield, LLC				$1,198,000.00		
Earnest Money Deposit				$80,000.00		
Guaranty Deposit (to be held in escrow by Town and Country Bank)		$1,050,000.00				
Title Insurance Costs						
Survey Endorsement (ALTA 25)	$200.00					
Access Endorsement (ALTA 17)	$100.00					
Easement Damage (ALTA 28)	$250.00					
Util Facility Easement (UTIL)	$100.00					
Zoning Endors (ALTA 3.1)	$400.00					
Tx Pol Endrs (ALTA 18)	$125.00					
Comp Endrs - Opol (ALTA 9.2)	$300.00					
Location Endrs (ALTA 22)	$100.00					
Update Search & Exam - 10/10/2011	$100.00					
Agency Escrow Fee	$300.00					
Total Title Costs		$1,975.00				
Recording Fees		$39.00				
Prorations and Adjustments						
County Taxes				2,025.07		
Credit to Buyer for Survey Charge				$2,200.00		
Reimburs. of Project Costs incurred by Purchaser				$271,788.60		
Loan		$0.00		$0.00		
Totals for Acquisition and Loan		$2,250,014.00		$1,554,013.67		$696,000.33

Addendum to Buyer/Borrower's Settlement Statement (page 2 of 2)

Borrower (MS Springfield, LLC)		Charges		Credits		Net Due From / (To)
Acquisition						
Option Payment		$1,198,000.00				
Reimburs. of Project Costs incurred by Purchaser		$271,788.60				
Title Costs						
Arbitration Endrs (ARB)	$100.00					
Environmental Endrs (ALTA 8.2)	$100.00					
Search & Exam	$70.00					
Loan Pol Premium $10,360,000.00	$7,787.70					
Simultaneously issued Loan Policy	$285.00					
10 Updates for Construction Draws	$1,000.00					
10 Draw Construction Escrow Fee	$5,500.00					
Document Escrow (AGMT TO ASGN INT)	$300.00					
Comp Endrs - Lpol (ALTA 9)	$225.00					
Usury Endr (ALTA 27)	$100.00					
Additional Closing Services	$500.00					
Total Title Costs		$15,967.70				
Loan						
Flood Cert to Town & Country Bank		$11.00				
UCC Filing Fee to Town & Country Bank		$72.00				
Loan Fee to Town & Country Bank		$25,900.00				
Appraisal Fee to Tellatin, Sort & Hansen, Inc.		$6,500.00				
Recording Fees		$88.00				
Record Assgn of Leases & Rents to Sangamon Co.		$45.00				
Owner's Deposit of Construction Funds		$457,533.83				
Advisor Fee to LCG Capitol Group, LLC		$84,543.50				
Legal Fees to Hare, Southworth & Witsman		$23,375.00				
Interest Reserve to T2 Opportunity Fund		$250,000.00				
Closing Fee T Opportunity Fund LLC		$10,000.00				

Legal Fees to Vedder Price PC		$43,800.00				
Totals for Acquisition and Loan		$2,387,624.63		$0.00		$2,387,624.63

14

Chicago Title Insurance Company

LOAN POLICY OF TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage

   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

   (b) failure of any person or Entity to have authorized a transfer or conveyance;

   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;

   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;

   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

   (g) a defective judicial or administrative proceeding.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.

11. The lack of priority of the lien of the Insured Mortgage upon the Title

   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either

      (i) contracted for or commenced on or before Date of Policy; or

      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and

   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.

12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.

13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title

   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

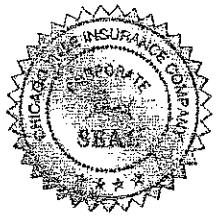
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

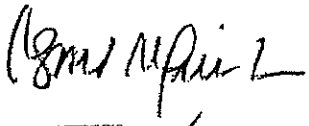
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

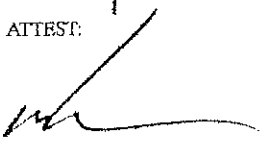
IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

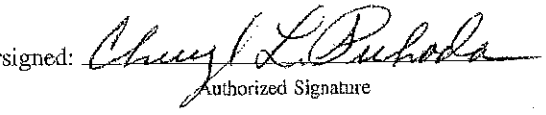


By: 

President

ATTEST: 

Secretary

Countersigned: 

Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE A

POLICY NUMBER: 1271 - 710105493 - SPR

DATE OF POLICY: OCTOBER 26, 2011

AMOUNT OF INSURANCE: $10,360,000.00

LOAN NUMBER:

YOUR LOAN REFERENCE:

1. NAME OF INSURED:
   Town & Country Bank, its successors and/or assigns

2. THE ESTATE OR INTEREST IN THE LAND THAT IS ENCUMBERED BY THE INSURED MORTGAGE IS: FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE IS VESTED IN:
   OJCC REALTY, LLC, an Illinois limited liability company

4. THE INSURED MORTGAGE, AND ITS ASSIGNMENTS, IF ANY, ARE DESCRIBED AS FOLLOWS:
   Mortgage dated October 19, 2011 and recorded October 26, 2011 as Document No. 2011R35538 made by OJCC Realty, LLC and MS Springfield, LLC to Town and Country Bank to secure a note for $10,360,00.00.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

5. **THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:**

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

EXCEPTING THEREFROM the existing right of way as said right of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc. dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I

POLICY NUMBER: 1271 - 710105493 - SPR

EXCEPTIONS FROM COVERAGE

EXCEPT AS PROVIDED IN SCHEDULE B - PART II, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF:

A 1. Taxes for the year 2011 not yet due and payable.
Taxes for the year 2010, have been assessed in the amount of $2,410.80, and are PAID

Tax I.D. No.: 13-36-476-005

D 2. Easement recorded July 6, 1955 as Document No. 261068 in favor of Central Illinois Light Company with rights as therein contained. (For more particulars see record.)(Affects West 5 feet of the South 165 feet. Assigned to the City of Springfield, by Document No. 515381, recorded May 26, 1971 - (For further particulars, see record.)

E 3. Terms, provisions and conditions contained in a Reciprocal Easement for Sewer line, recorded June 8, 1990, as Document Number 90J14655. (Affects the South 15 feet of the North 205 feet). (For further particulars, see record.)

F 4. Easement recorded June 8, 1990 as Document No. 90J014709 in favor of City of Springfield with rights as therein contained. (For more particulars see record.) (Affects the South 15 feet of the North 190 feet - (For further particulars, see record.)

J 5. Easement recorded December 5, 2003 as Document No. 2003R85080 in favor of Hope Venture, LLC, an Illinois limited liability company, its successors and/or assigns with rights as therein contained. (For more particulars see record.)

O 6. Matters of Survey dated September 26, 2011 made by Richard Tonellato, Illinois Professional Land Surveyor, No. 2590, of Greene & Bradford, Inc., Project No. 08-197, as follows:

a. DELETED

b. Storm Sewer is outside the bounds of the known easement on the Northwest corner of the land.

c. Storm Sewer is outside the bounds of the known easement on the East line of the property.

AD 7. Interest of OJCC Realty, LLC (Tenant) under unrecorded Lease between MS Springfield, LLC (Landlord), dated July 28, 2010, as disclosed by Document 2011R35540.

AK 8. Interest of MS Springfield, LLC, an Indiana limited liability company (Optionee or Purchaser) under unrecorded Option Agreement made with OJCC Realty, LLC, an Illinois limited liability company (Optionor) dated July 28, 2010. Amended by First Amendment to Option Agreement dated October 19, 2011 and Further amended by Second Amendment to Option Agreement, as disclosed by Document 2011R35540.

AH 9. Attention is directed to the fact that the improvements on the land have not been completed. Therefore, this commitment/policy is subject to such further exceptions, if any, as may disclosed upon the completion of the improvements, at which time a determination will be made as to whether the company's comprehensive endorsement 1 may issue.

AI 10. **Pending Disbursement Endorsement**

Anything in this policy and any endorsement thereto notwithstanding, the liability of the company under said policy shall not exceed the sum of $0.00 (being the amount actually disbursed of the proceeds of the loan secured by the mortgage described in Schedule A at the date of said policy) and costs which the company is obligated under the conditions and stipulations to pay, but such liability shall be increased by the sum of each subsequent disbursement made under said mortgage up to the face amount of the policy; subject, however, with respect to each such increase, to any defects, liens, encumbrances, adverse claims or other matters which may be disclosed upon an examination of the title to the estate or interest in said land subsequent to the preceding examination and down to and including the date of each disbursement.

October 26, 2011

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART II

POLICY NUMBER: 1271 - 710105493 - SPR

IN ADDITION TO THE MATTERS SET FORTH IN PART I OF THIS SCHEDULE, THE TITLE IS SUBJECT TO THE FOLLOWING MATTERS AND THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED IN THE EVENT THAT THEY ARE NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE:

AG 1. Assignment of Rents recorded October 26, 2011 as document no. 2011R35539 made by OJCC Realty, LLC and MS Springfield LLC to Town and Country Bank.

AL 2. Terms, powers, provisions and limitations contained in "Subordination and Nondisturbance Agreement" recorded October 26, 2011 as Document Number 2011R35540 made by and between Town and Country Bank, (Bank), MS Springfield, LLC, an Indiana limited liability company (Landlord), OJCC Realty, LLC, an Illinois limited liability company (Tenant) and OJCC, LLC, an Illinois limited liability company (Subtenant).

CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NUMBER: 1271 - 710105493 - SPR

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY Cheryl L. Prehoda
AUTHORIZED SIGNATORY

Issued by

Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

1. **GAP ENDORSEMENT**

Notwithstanding the provisions of Exception 1 of Schedule B of the commitment, policies issued or issuable within 30 days from the effective date hereof shall not contain as exceptions matters arising subsequent to the effective date of this commitment unless:

1. The Company discloses such matters prior to the closing to the person for whom this commitment is prepared; or

2. The conveyance to the Insured is by a grantor who does not warrant title; or

3. The proposed insured or his counsel fails to notify the Company of closing at least three business days prior to the closing; or

4. The conveyance documents, in recordable form, are not made available or delivered to the Company or recorded within two business days after the closing; or

5. The seller or sellers fail to execute a personal undertaking and indemnity in favor of the Company regarding matters which may appear in the public records after the effective date of this commitment, in a form acceptable to the Company.

This endorsement is made a part of the commitment/policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment/policy and prior endorsements, if any, nor does it extend the effective date of the commitment/policy and prior endorsements or increase the face amount thereof.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ENDORSEMENT ATTACHED TO POLICY NO. 1271-710105493-SPR ISSUED BY TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 9-06

THE COMPANY INSURES THE OWNER OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE AGAINST LOSS OR DAMAGE SUSTAINED BY REASON OF:

BASED ON IMPROVEMENTS SHOWN "AS BUILT, ACCORDING TO SITE PLAN, PREPARED BY AMERICAN STRUCTUREPOINT, INC. DATED MARCH 9, 2011"

1. THE EXISTENCE, AT DATE OF POLICY, OF ANY OF THE FOLLOWING:

A. COVENANTS, CONDITIONS, OR RESTRICTIONS UNDER WHICH THE LIEN OF THE INSURED MORTGAGE CAN BE DIVESTED, SUBORDINATED, OR EXTINGUISHED, OR ITS VALIDITY, PRIORITY, OR ENFORCEABILITY IMPAIRED.

B. UNLESS EXPRESSLY EXCEPTED IN SCHEDULE B

(I) PRESENT VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS, OR RESTRICTIONS, AND ANY EXISTING IMPROVEMENTS ON THE LAND DESCRIBED IN SCHEDULE A THAT VIOLATE ANY BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.

(II) ANY INSTRUMENT REFERRED TO IN SCHEDULE B AS CONTAINING COVENANTS, CONDITIONS, OR RESTRICTIONS ON THE LAND THAT, IN ADDITION, (A) ESTABLISHES AN EASEMENT ON THE LAND; (B) PROVIDES A LIEN FOR LIQUIDATED DAMAGES; (C) PROVIDES FOR A PRIVATE CHARGE OR ASSESSMENT; (D) PROVIDES FOR AN OPTION TO PURCHASE, A RIGHT OF FIRST REFUSAL, OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT.

(III) ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, OR ANY ENCROACHMENT ONTO THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.

(IV) ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO

THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B.

(V) ANY NOTICES OF VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS RELATING TO ENVIRONMENTAL PROTECTION RECORDED OR FILED IN THE PUBLIC RECORDS.

2. ANY FUTURE VIOLATION ON THE LAND OF ANY EXISTING COVENANTS, CONDITIONS, OR RESTRICTIONS OCCURRING PRIOR TO THE ACQUISITION OF TITLE TO THE ESTATE OR INTEREST IN THE LAND BY THE INSURED, PROVIDED THE VIOLATION RESULTS IN

   A. THE INVALIDITY, LOSS OF PRIORITY, OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE; OR

   B. THE LOSS OF TITLE IF THE INSURED SHALL ACQUIRE TITLE IN SATISFACTION OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE.

3. DAMAGE TO EXISTING IMPROVEMENTS.

   A. THAT ARE LOCATED ON OR ENCROACH UPON THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B, WHICH DAMAGE RESULTS FROM THE EXERCISE OF THE RIGHT TO MAINTAIN THE EASEMENT FOR THE PURPOSE FOR WHICH IT WAS GRANTED OR RESERVED;

   B. RESULTING FROM THE FUTURE EXERCISE OF ANY RIGHT TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF MINERALS EXCEPTED FROM THE DESCRIPTION OF THE LAND OR EXCEPTED IN SCHEDULE B.

4. ANY FINAL COURT ORDER OR JUDGMENT REQUIRING THE REMOVAL FROM ANY LAND ADJOINING THE LAND OF ANY ENCROACHMENT EXCEPTED IN SCHEDULE B.

5. ANY FINAL COURT ORDER OR JUDGMENT DENYING THE RIGHT TO MAINTAIN ANY EXISTING IMPROVEMENTS ON THE LAND BECAUSE OF ANY VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS, OR BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.

WHEREVER IN THIS ENDORSEMENT THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" APPEAR, THEY SHALL NOT BE DEEMED TO REFER TO OR INCLUDE THE TERMS, COVENANTS, CONDITIONS, OR LIMITATIONS CONTAINED IN AN INSTRUMENT CREATING A LEASE.

AS USED IN PARAGRAPHS 1.B(I) AND 5, THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" DO NOT INCLUDE ANY COVENANTS, CONDITIONS, OR RESTRICTIONS (A) RELATING TO OBLIGATIONS OF ANY TYPE TO PERFORM MAINTENANCE, REPAIR, OR REMEDIATION ON THE LAND, OR (B) PERTAINING TO ENVIRONMENTAL PROTECTION OF ANY KIND OR NATURE, INCLUDING HAZARDOUS OR TOXIC MATTERS, CONDITIONS, OR SUBSTANCES, EXCEPT TO THE EXTENT THAT A NOTICE OF A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED OR FILED IN THE PUBLIC RECORDS AT DATE OF POLICY AND IS NOT EXCEPTED IN SCHEDULE B.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT

DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ALTA ENDORSEMENT FORM 25-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND AS DESCRIBED IN SCHEDULE A TO BE THE SAME AS THAT IDENTIFIED ON THE SURVEY MADE BY RICHARD TONELLATO, PROFESSIONAL LAND SURVEYOR NO. 035-002590 OF GREENE & BRRADFORD, INC. DATED SEPTEMBER 26, 2011, AND DESIGNATED JOB NO. 08-197.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by

Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ENDORSEMENT ATTACHED TO POLICY NO. 1271-710105493-SPR ISSUED BY TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 17-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IF, AT DATE OF POLICY (I) THE LAND DOES NOT ABUT AND HAVE BOTH ACTUAL VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM OLD JACKSONVILLE ROAD (COUNTY HIGHWAY 8) (THE "STREET"), (II) THE STREET IS NOT PHYSICALLY OPEN AND PUBLICLY MAINTAINED, OR (III) THE INSURED HAS NO RIGHT TO USE EXISTING CURB CUTS OR ENTRIES ALONG THAT PORTION OF THE STREET ABUTTING THE LAND.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ALTA ENDORSEMENT FORM 28-06

BASED ON IMPROVEMENTS SHOWN "AS BUILT, ACCORDING TO SITE PLAN, PREPARED BY AMERICAN STRUCTUREPOINT, INC. DATED MARCH 9, 2011"

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IF THE EXERCISE OF THE GRANTED OR RESERVED RIGHTS TO USE OR MAINTAIN THE EASEMENT(S) REFERRED TO IN EXCEPTION(S) "E" OF SCHEDULE B RESULTS IN:

(1) DAMAGE TO AN EXISTING BUILDING LOCATED ON THE LAND, OR

(2) ENFORCED REMOVAL OR ALTERATION OF AN EXISTING BUILDING LOCATED ON THE LAND.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ALTA ENDORSEMENT FORM 27-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE AS SECURITY FOR THE INDEBTEDNESS BECAUSE THE LOAN SECURED BY THE INSURED MORTGAGE VIOLATES THE USURY LAW OF THE STATE WHERE THE LAND IS LOCATED.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ALTA ENDORSEMENT FORM 8.2-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF AN ENVIRONMENTAL PROTECTION LIEN THAT, AT DATE OF POLICY, IS RECORDED IN THE PUBLIC RECORDS OR FILED IN THE RECORDS OF THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT IN WHICH THE LAND IS LOCATED, UNLESS THE ENVIRONMENTAL PROTECTION LIEN IS SET FORTH AS AN EXCEPTION IN SCHEDULE B.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

Arbitration Endorsement
Special Policy Modification Endorsement

Section 13 entitled arbitration of the conditions and stipulations of said policy is hereby modified so as to remove company's right to demand arbitration.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and any prior endorsements thereto. except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Issued by

Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ENDORSEMENT ATTACHED TO POLICY NO. 1271-710105493-SPR ISSUED BY TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 22-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF A SKILLED CARE NURSING REHAB FACILITY (AS PROPOSED BY SITE PLAN), KNOWN AS 3089 OLD JACKSONVILLE ROAD, TO BE LOCATED ON THE LAND AT DATE OF POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

Utility Facility Endorsement

The Company hereby insures the insured against loss or damage which said insured shall sustain by reason of any inaccuracies in the following assurance:

1. Water, gas, electric, telephone, storm sewer and sanitary sewer services are available to the land described in Schedule A either over, under or upon public rights of way directly adjacent to said land or over, under or upon an easement (not terminable by the grantor thereof or by his heirs, personal representatives, successors or assigns) for the benefit of said land that connects to public rights of way.

This endorsement is made a part of the policy and is subject to all of the Terms and Provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the Terms and Provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ENDORSEMENT ATTACHED TO POLICY NO. 1271-710105493-SPR ISSUED BY TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3.1-06

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IN THE EVENT THAT, AT DATE OF POLICY,

   A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT CLASSIFIED ZONE S-1/S-2;

   B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION: COMMUNITY SHOPPING AND OFFICE (ALL S-1 USES ARE PERMITTED IN S-2 AS WELL) - WITH VARIANCE TO ALLOW A FACILITY UP TO 50,000 SQUARE FEET AS NOTED BY ORDINANCE DOCKET #2011-022; SKILLED CARE NURSING REHAB FACILITY - AS NOTED BY SITE PLAN -

   C. THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1.B. IF THE USE OR USES ARE NOT ALLOWED AS THE RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 1.C. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.

2. THE COMPANY FURTHER INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION

   A. PROHIBITING THE USE OF THE LAND, WITH ANY EXISTING STRUCTURE, AS INSURED IN PARAGRAPH 1.B.; OR

   B. REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ZONING ORDINANCES AND AMENDMENTS HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:

      I. AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR

THE STRUCTURE

II. FLOOR SPACE AREA OF THE STRUCTURE

III. SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND

IV. HEIGHT OF THE STRUCTURE, OR

V. NUMBER OF PARKING SPACES.

3. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON

A. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES;

B. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by

Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

ENDORSEMENT ATTACHED TO POLICY NO. 1271-710105493-SPR ISSUED BY TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 18-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE LAND BEING TAXED AS PART OF A LARGER PARCEL OF LAND OR FAILING TO CONSTITUTE A SEPARATE TAX PARCEL FOR REAL ESTATE TAXES.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Issued by
Chicago Title Insurance Company

Endorsement

Attached to and forming a part of Policy No. 710105493

AF 1. INTERIM MECHANICS LIEN ENDORSEMENT A (REVISED 2010)

NOTWITHSTANDING ANY COVERED RISKS OF THIS POLICY, THE SOLE MECHANICS LIEN COVERAGE PROVIDED BY THIS COMMITMENT OR POLICY IS FURNISHED PURSUANT TO THIS ENDORSEMENT.

PARAGRAPH 11(A) OF THE COVERED RISKS OF THIS POLICY AND ANY GENERAL MECHANICS LIEN EXCEPTION ("ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL...") IN SCHEDULE B OF THE COMMITMENT ARE HEREBY DELETED AND REPLACED WITH THE FOLLOWING PROVISIONS:

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, EXCEPTIONS SHOWN ON SCHEDULE B, AND THE CONDITIONS OF THIS POLICY, THE COMPANY HEREBY INSURES AGAINST LOSS OR DAMAGE BY REASON OF THE LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY LIEN CLAIM BY A LIEN CLAIMANT ARISING UNDER THE ILLINOIS MECHANICS LIEN ACT FOR SERVICES, LABOR, OR MATERIAL FURNISHED IN CONNECTION WITH AN IMPROVEMENT ON THE LAND, **PROVIDED:**

1. THE LIEN CLAIMANT IS:
   A. A CONTRACTOR NAMED ON THE SWORN OWNER'S (OR TENANT'S) STATEMENT DATED _____;

   B. A PARTY NAMED ON THE SWORN CONTRACTOR'S STATEMENT DATED _____ OR ON A SWORN CONTRACTOR'S STATEMENT FROM A PARTY NAMED ON THE AFORESAID OWNER'S STATEMENT; OR

   C. A PARTY DISCLOSED ON AN AFFIDAVIT SIGNED BY A PARTY NAMED ON THE AFORESAID SWORN CONTRACTOR'S STATEMENTS;

2. THE LIEN CLAIM RELATES TO THAT PORTION OF THE AMOUNT FOR THE LIENED SERVICES, LABOR OR MATERIAL WHICH IS SHOWN AS EITHER PREVIOUSLY PAID OR AS THE AMOUNT OF THE CURRENT PAYMENT PAYABLE TO OR FOR THE BENEFIT OF THE DISCLOSED LIEN CLAIMANT ON A STATEMENT DESCRIBED AT 1A, B OR C ABOVE; AND

3. THE LIEN CLAIM RELATES TO LABOR, MATERIAL, OR SERVICES FURNISHED PRIOR TO THE DATE SHOWN AT 1B ABOVE, OR IN THE ABSENCE OF A SWORN CONTRACTOR'S STATEMENT, THE DATE SHOWN AT 1A ABOVE.

CHICAGO TITLE INSURANCE COMPANY

BY _____
AUTHORIZED SIGNATORY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
   (i) the amount of the principal disbursed as of Date of Policy;
   (ii) the amount of the principal disbursed subsequent to Date of Policy;
   (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
   (iv) interest on the loan;
   (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
   (vi) the expenses of foreclosure and any other costs of enforcement;
   (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
   (viii) the amounts to pay taxes and insurance; and
   (ix) the reasonable amounts expended to prevent deterioration of improvements;
   but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
      (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
      (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (D) successors to an Insured by its conversion to another kind of Entity;
      (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured, or
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
      (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
   (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
   (i) the Amount of Insurance shall be increased by 10%, and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

   (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

   (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

Chicago Title Insurance Company
National Claims Administration
P.O. Box 45023
Jacksonville, Florida 32232-5023

CHICAGO
TITLE INSURANCE
COMPANY

P.O. Box 45023
Jacksonville, Florida 32232-5023

15

Survey too large to scan, see full size survey in closing book

16

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Allied World National Assurance Company	10690
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Walsh Construction Company II, LLC
929 West Adams
Chicago IL 60607 USA

COVERAGES **CERTIFICATE NUMBER:** 570044153163 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			41PKG2394805	06/01/2011	06/01/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							
A	AUTOMOBILE LIABILITY			41PKG2394805	06/01/2011	06/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
				AOS				
A	X ANY AUTO			41CAB2394905	06/01/2011	06/01/2012	BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS			MA Only			BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB X OCCUR			03056149	06/01/2011	06/01/2012	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WCI2394705	06/01/2011	06/01/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB: Short Stay Rehab Facility Springfield, IL. See attached.

Certificate No : 570044153163

CERTIFICATE HOLDER

MS Springfield, LLC
109 W. Jackson Street
Cicero, IN 46034 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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INSURED

Walsh Construction Company II, LLC
929 West Adams
Chicago IL 60607 USA

Attachment

MS Springfield, LLC
OJCC Realty, LLC

are an Additional Insured pertaining to General Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG2394805

Named Insured: THE WALSH GROUP, LTD.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 003

Policy Number: 41WCI2394705

Named Insured: THE WALSH GROUP, LTD.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

17

LEASE AGREEMENT

By and Between

MS Springfield, LLC,
an Indiana limited liability company

as "Landlord"

and

OJCC Realty, LLC,
an Illinois limited liability company

as "Tenant"

Dated July 28, 2010

For the nursing facility to be constructed at:

3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois

TABLE OF CONTENTS

Page

1. Construction of Premises, Lease of Premises and Term of Lease 1
   - 1.1 Development of Real Property and Construction of Premises 1
   - 1.2 Leased Premises 3
   - 1.3 Term 3
   - 1.4 Renewal Terms 4
   - 1.5 Commencement Date 4
   - 1.6 Contingencies 5

2. Rent 5
   - 2.1 Deposit 5
   - 2.2 Rent 6
   - 2.3 Lease Year 6
   - 2.4 Absolute Net Lease 6

3. Taxes, Assessments and Other Charges 7
   - 3.1 Taxes, Assessments and Other Charges 7
   - 3.2 Protests 7

4. Insurance 7
   - 4.1 Requirements 7
   - 4.2 Fire and Extended Coverage 8
   - 4.3 Commercial General Public Liability Coverage 8
   - 4.4 Professional Liability and Nursing Home Malpractice Insurance Coverage 9
   - 4.5 Workers Compensation Insurance Coverage 9
   - 4.6 Boiler and Pressure Vessel Insurance Coverage 9
   - 4.7 Business Interruption and Extra Expense Insurance Coverage 9
   - 4.8 Deductible/Self-Insured Retentions 10
   - 4.9 Reimbursement of Landlord's Insurance Costs 10

5. Use, Maintenance and Alteration of the Premises 10
   - 5.1 Tenant's Maintenance Obligations 10
   - 5.2 Regulatory Compliance 10
   - 5.3 No Liens; Permitted Contests 11
   - 5.4 Alterations by Tenant 11
   - 5.5 Capital Improvements Funded by Landlord 12
   - 5.6 Compliance with IRS Guidelines 12
   - 5.7 Capital Expenditure Reserve 12

6. Title to Premises 13

7. Personal Property 13

8. Representations and Warranties 13

8.1 Due Authorization and Execution 13
8.2 Due Organization 13
8.3 No Breach of Other Agreements 13

9. Financial, Management and Regulatory Reports 13
9.1 Quarterly Financial Reports 13
9.2 Annual Financial Statements 14
9.3 Facility Reports 14
9.4 Accounting Principles 14

10. Events of Default and Landlord's Remedies 14
10.1 Events of Default 14
10.2 Remedies 15
10.3 Receivership 16
10.4 Late Charges 17
10.5 Remedies Cumulative; No Waiver 17
10.6 Performance of Tenant's Obligations by Landlord 18

11. Landlord Defaults and Tenant's Remedies
11.1 Landlord Events of Default 18
11.2 Tenant's Remedies 18

12. Damage by Fire or Other Casualty 19

13. Condemnation 19
13.1 Complete Taking 19
13.2 Partial Taking 19
13.3 Lease Remains in Effect 20

14. Provisions on Termination of Term 20
14.1 Surrender of Possession 20
14.2 Removal of Personal Property 20
14.3 Management of Premises 20
14.4 Correction of Deficiencies 21

15. Option to Purchase 21
15.1 Option to Purchase 21
15.2 Closing 21

16. Notices and Demands 22

17. Right of Entry; Examination of Records 23

18. Landlord May Grant Liens 23

19. Quiet Enjoyment 24

20. Governing Law 24

21. Preservation of Investment 24

22. Hazardous Materials 24
    22.1 Hazardous Material Covenants 24
    22.2 Environmental Notices 25
    22.3 Extension of Term 25
    22.4 Participation in Hazardous Materials Claims 26
    22.5 Environmental Activities 26
    22.6 Hazardous Materials 26
    22.7 Hazardous Materials Claim 26
    22.8 Hazardous Materials Laws 26

23. Assignment and Subletting 26

24. Indemnification; Security Interest; Guaranty Deposit 27
    24.1 Indemnification of Landlord 27
    24.2 Indemnification of Tenant 28
    24.3 Guaranty Deposit 28

25. Holding Over 29

26. Estoppel Certificates 29

27. Conveyance by Landlord 29

28. Waiver of Jury Trial 29

29. Attorneys' Fees 29

30. Severability 29

31. Counterparts; Facsimile Signatures 29

32. Binding Effect 29

33. Waiver and Subrogation 30

34. Memorandum of Lease 30

35. Incorporation of Recitals and Attachments 30

36. Titles and Headings 30

37. Usury Savings Clause 30

38. Survival of Representations, Warranties and Covenants 30

39. Interpretation 30

EXHIBITS:

EXHIBIT A LEGAL DESCRIPTION A-1

EXHIBIT B PLANS AND SPECIFICATIONS B-1

EXHIBIT C BUDGET C-1

EXHIBIT D DEVELOPER RESPONSIBILITIES D-1

EXHIBIT E FACILITY REPORTS E-1

EXHIBIT F APPRAISAL METHOD F-1

EXHIBIT G MEMORANDUM OF LEASE AND OPTION G-1

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), made and entered into on July 28, 2010, is by and between **MS Springfield, LLC**, an Indiana limited liability company ("**Landlord**"), and **OJCC Realty, LLC**, an Illinois limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant have identified certain real property located at **3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois**, which is more particularly described on **Exhibit A** attached hereto and incorporated by reference herein (the "**Real Property**"), for the construction of a 75-bed nursing facility ("**Facility**").

WHEREAS, Tenant, as Optionor, and Landlord, as Optionee, have entered into that certain Option Agreement dated as of even date herewith (the "**Purchase Option**") pursuant to which Landlord may purchase the Real Property and the furniture, furnishings, equipment, fixtures and other personal property located thereon upon the terms and conditions set forth therein.

WHEREAS, Landlord desires to investigate the feasibility of constructing the Facility on the Real Property and, if the construction is determined to be feasible, to construct the Facility.

WHEREAS, Landlord desires to lease the Facility to Tenant and Tenant desires to lease the Facility from Landlord.

WHEREAS, Tenant desires to sublease the Facility to OJCC, LLC, an Illinois limited liability company ("**Operator**"), and Operator desires to lease the Facility from Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Landlord and Tenant hereby agree to the conditions and provisions hereinafter set forth.

1. Construction of Premises, Lease of Premises and Term of Lease.

1.1 Development of Real Property; Construction of Premises; Warranty of Landlord's Work.

1.1.1 Prior to the closing of the financing for the construction of the Facility, the delivery by Tenant of the Guaranty Deposit (as defined in Section 24.3) into escrow and the beginning of any construction on the Real Property, for the construction of the Facility on the Real Property (the "**Project**"), Landlord and Tenant shall agree to the plans and specifications (the "**Plans and Specifications**") to be attached hereto as **Exhibit B** and made a part hereof, and Landlord and Tenant shall agree to the budget for construction of the facility (the "**Budget**") to be attached hereto as **Exhibit C** and made a part hereof. Landlord's responsibilities in connection with the construction of the Facility

("**Developer Responsibilities**") are described in **Exhibit D**, attached hereto and made a part hereof. In the event either party desires to make adjustments or modifications to the Plans and Specifications, it may do so only with the other party's consent, which consent may not be unreasonably withheld ("**Change Order**"). To the extent there are costs associated with any such Change Order, such costs shall be included in the cost of the Project used to calculate Rent pursuant to Section 2.2. Upon payment by Landlord of the Option Payment (as defined in the Purchase Option), Landlord shall submit a schedule for construction of the Project, which schedule shall be satisfactory to Tenant in its reasonable judgment.

Landlord agrees to be responsible for payment of the architect's fees in preparing the Plans and Specifications and in overseeing the construction of the Facility. Landlord agrees to provide regular updates to Tenant regarding the status of construction of the Facility, including updates regarding the date upon which the Facility will be substantially complete.

1.1.2 Landlord shall conduct all due diligence with respect to the Real Property and Facility construction, including but not limited to, proper zoning for the Facility, acquisition of building permits, approval of the Plans and Specifications from appropriate governmental authorities, availability and installation of utilities, Phase I environmental studies, geotechnical/soil testing, stormwater drainage/retention, soil testing, surveys, easements for utilities and ingress/egress, site planning, etc., and if Landlord determines construction to be feasible, Landlord shall proceed with such site planning and development and construct the Facility upon the Real Property in accordance with the Plans and Specifications (all of foregoing shall constitute "**Landlord's Work**"). Tenant shall not be liable for any costs of such due diligence. Landlord will furnish the building and those improvements set out herein and in the Plans and Specifications, and all permits, utilities, easements, sewers, drainage, paved driveways and parking lots, and upon completion, an ALTA as-built survey. Landlord agrees to comply with all local, state and federal laws and requirements in connection with the construction of the Facility. The building and improvements provided by Landlord must comply with all appropriate licensing and certification laws and regulations. Landlord hereby warrants to Tenant the Landlord's Work as to materials and workmanship for one (1) year from the Commencement Date (defined below), and further assigns to Tenant any warranties received from any suppliers of materials or subcontractors with respect to the Premises (as hereinafter defined). Tenant shall not be liable for any costs of construction except as specifically provided for in the Plans and Specifications.

1.1.3 Landlord and Tenant shall, prior to or contemporaneous with the issuance of a certificate of occupancy for the Facility by the appropriate public authorities, jointly inspect the Facility and jointly prepare a "punch list" of all items of construction, mechanical adjustments and decorations that need to be completed in order for the Facility as constructed to be in complete accordance with the Plans and Specifications (the "**Punch List**"). Landlord shall use its best efforts to complete or to cause its

contractors to complete all items on the Punch List that are Landlord's responsibility (as set forth in the Plans and Specifications and Developer Responsibilities) to the reasonable satisfaction of Tenant. Tenant shall use its best efforts to complete or to cause its contractors to complete all items on the Punch List that are Tenant's responsibility (as set forth in the Plans and Specifications) to the reasonable satisfaction of Landlord. In the event either party is unable to complete its items on the Punch list to the reasonable satisfaction of the other party within thirty (30) days of the date of preparation of the Punch List, the responsible party shall have an additional thirty (30) days following receipt of written notice of the uncompleted items on the Punch List to complete such items or cause such items to be completed to the reasonable satisfaction of the other party. In the event that the items on the Punch List are not completed within such second thirty (30) day period, or the responsible party has not made arrangements for such items to be completed within a reasonable period of time thereafter, the other party shall have the right at any time thereafter to cause all such uncompleted items on the Punch List to be completed to such party's reasonable satisfaction, and the responsible party shall reimburse the other party for all reasonable costs and expenses incurred by such other party in completing such items on the Punch List within ten (10) days after the other party has submitted to the responsible party a written invoice setting forth such costs and expenses in reasonable detail.

1.2 **Leased Premises**. For purposes of this Lease, the "**Premises**" specifically consists of:

1.2.1 the Real Property;

1.2.2 the Facility;

1.2.3 all buildings, structures, fixtures and improvements now or hereafter erected or located on the Real Property or affixed thereto by Landlord (the "**Improvements**");

1.2.4 all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in any manner pertaining to the Land or the Improvements; and

1.2.5 Landlord's interest in all machinery and equipment, buildings, materials, appliances, furnishings, fixtures and other tangible property or fixtures of every kind or nature situated at the Land and supplied by Landlord as part of the Facility.

1.3 **Term**. The term of this Lease shall commence on the "**Commencement Date**" (as defined below) and shall expire at Midnight fifteen (15) years from the Commencement Date (the "**Initial Term**") unless extended pursuant to Section 1.4 or earlier terminated in accordance with the provisions hereof. The Initial Term and all Renewal Terms (as hereinafter defined) are referred to collectively as the "**Term**".

1.4 **Renewal Terms.** The Term may be extended for two (2) separate renewal terms (each, a "**Renewal Term**") of five (5) years each, upon the satisfaction of all of the following terms and conditions:

1.4.1 At any time prior to or on the date which is six (6) months prior to the end of the then current Term, Tenant shall give Landlord written notice that Tenant desires to exercise its right to extend the then-current Term for one (1) Renewal Term.

1.4.2 There shall be no Event of Default by Tenant uncured or not waived by Landlord in writing under this Lease, either on the date of Tenant's notice to Landlord pursuant to Section 1.4.1 above or on the last day of the then-current Term.

1.4.3 All other provisions of this Lease shall remain in full force and effect and shall continuously apply throughout the Renewal Term(s).

1.5 **Commencement Date; Conditions.** The commencement date of this Lease ("**Commencement Date**") shall be the first day of the first month following the occurrence of all of the following conditions;

(a) the architect or engineer of record for the Facility shall have issued a certificate of substantial completion for the Facility;

(b) a certificate of occupancy shall have been issued for the Facility by the appropriate state and local public authorities;

(c) Tenant shall have been notified that the Facility has passed any required life-safety inspection and Fire Marshall inspection as may be required by the State of Illinois for this type of facility; **and**

(d) Tenant has received its license from the Illinois Department of Public Health (the "**IDPH**").

Tenant shall apply for a nursing license from IDPH within thirty (30) days of receiving written notification from Landlord or the architect or engineer of record that the Facility is at least sixty (60) but not more than one hundred twenty (120) days from substantial completion. In the event Tenant shall fail to so apply for the license, then notwithstanding the foregoing, the Commencement Date shall be the first day of the first month following the occurrence of the events described in Section 1.5(a), (b) and (c) above. Tenant agrees that it shall not do anything to directly or indirectly cause a delay in the life-safety surveys and the issuance of the certificate of occupancy for the Premises, including but not limited to Tenant's withholding of the furnishing or staffing of the Facility. Tenant shall have no obligation to pay Rent (as hereinafter defined), other than the initial Deposit (as hereinafter defined), until the foregoing conditions are

satisfied, and in the event any of the foregoing conditions in this Section 1.5 are not or cannot be fulfilled, Tenant shall have the option to declare this Lease null and void, and in the event any of the conditions described in Sections 1.5(a), (b) and (c) above are not or cannot be fulfilled, Landlord shall return the Deposit and the Guaranty Deposit to Tenant and reimburse Tenant for any out-of-pocket expenses incurred to date in connection with this Lease. Landlord and Tenant shall jointly acknowledge the Commencement Date in writing.

1.6 **Contingencies**. Commencement of this Lease is contingent upon the following, and in the event any of the same cannot be fulfilled, either Landlord or Tenant shall have the option to declare this Lease null and void, and Landlord shall return the Deposit and the Guaranty Deposit to Tenant and reimburse Tenant for any out-of-pocket expenses incurred to date in connection with this Lease:

(a) Landlord, being able to obtain, at its sole expense, necessary building permits and obtaining water, electricity and rights and privileges to use sanitary sewers for the Real Property from proper governmental authorities, and otherwise to cause the complete construction of the Facility in accordance with the Plans and Specifications.

(b) Landlord obtaining assurance from proper governmental authorities, at its sole cost and expense, that the Real Property is properly zoned and licensed so as to permit Tenant to operate the Facility thereon.

(c) The Real Property complies with all local building codes, zoning laws and other governmental regulations concerning required square footage, building setbacks, parking requirements and other similar regulations so as to enable Landlord to obtain from all governmental authorities having jurisdiction over the Real Property all required building and occupancy permits necessary to allow construction of the Facility in accordance with the Plans and Specifications.

(d) Landlord obtaining financing for the construction of the Facility upon such terms as Landlord determines are reasonable and satisfactory.

(e) Landlord determines that continuing with construction of the improvements to the Real Property is reasonable and prudent in its sole discretion; provided, however, that Landlord may only terminate this Lease pursuant to this Section 1.6(e) so long as Tenant has not incurred any material expenses in connection with the construction of the Facility, other than the Deposit required by Section 2.1 below.

2. **Rent.** During the Term, Tenant shall pay to Landlord rent ("**Rent**") as follows:

2.1 **Security Deposit.** Tenant shall pay an amount equal to the first month's Rent as calculated in accordance with Section 2.2, assuming a total cost of the Project of $10,000,000, to Landlord upon the full execution of this Lease by Landlord and Tenant as a deposit to secure the full and faithful performance by Tenant of the provisions of this Lease (the "**Deposit**"); provided, however, upon the Commencement Date, the amount of the Deposit will be adjusted based on the cost of the Project as determined in accordance

with Section 2.2(a) and (b) below (the "**Revised Deposit**"), and either Landlord will pay to Tenant the amount by which the Deposit originally paid to Landlord exceeds the Revised Deposit, or Tenant will pay to Landlord the amount by which the Deposit originally paid to Landlord is less than the Revised Deposit, such amount to thereafter be considered a part of the Deposit. If Landlord or Tenant terminates this Lease prior to the Commencement Date pursuant to Section 1.6, Landlord shall return the entire Deposit and the Guaranty Deposit to Tenant. If Tenant is in default of the provisions hereof prior to the Commencement Date, Landlord shall apply the Deposit towards (a) any damages sustained by Landlord as a result of such default and (b) any out-of-pocket expenses incurred by Landlord to date in connection with the Lease, and shall return the remainder of the Deposit to Tenant. Upon expiration or earlier termination of this Lease, Landlord, in its sole discretion, may apply the Deposit in full or partial payment of any damages to the Premises caused by acts or omissions of the Tenant, ordinary wear and tear excepted, or it may be applied to any unpaid Rent for the period up to the date of such expiration or termination. If any amount is not applied pursuant to this section of the Lease, the excess Deposit shall be refunded to Tenant.

2.2 **Rent.** Except as adjusted pursuant to Section 5.5 of this Lease, during the first twelve (12) months following the Commencement Date, Tenant shall pay to Landlord Rent on a monthly basis in the aggregate annual amount equal to ten and one half percent (10.5%) of (a) the lesser of (i) the total actual cost of the Project, and (ii) the Project cost reflected in the Budget plus ten percent (10.0%), plus (b) the cost of Change Orders approved by Landlord and Tenant in accordance with the terms of Section 1.1.1 hereof. Thereafter, Rent shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3.0%) of the aggregate of the Rent paid during the prior Lease Year (as defined below). Rent shall be due on the first (1st) day of each month for the month in which the Rent is paid; provided, however, that the first Rent payment shall be made on the Commencement Date.

In the event the Commencement Date falls on any day other than the 1st of a month, Tenant shall pay to Landlord an amount equal to the Rent as calculated hereunder multiplied by a fraction, the numerator of which is the number of days remaining in the month in which the Commencement Date occurs and the denominator of which is the total number of days in such month, and Tenant's obligation to pay Rent shall begin on the 5th day of the second full month following the Commencement Date.

2.3 **Lease Year.** "**Lease Year**" shall be defined as the twelve (12) month period beginning on the Commencement Date or any annual anniversary of the Commencement Date and ending on the next annual anniversary of the Commencement Date during the Term.

2.4 **Absolute Net Lease.** Except as otherwise provided in this Lease, all Rent payments shall be net to Landlord free of taxes, assessments, utility charges, operating expenses, refurnishings, insurance premiums or any other charge or expenses in connection with the Premises. All expenses and charges, whether for upkeep, maintenance, repair, refurnishing, refurbishing, restoration, replacement, insurance

premiums, taxes, utilities, and other operating or other charges of a like nature, shall be paid by Tenant, except for expenses relating to materials and workmanship for one (1) year from the Commencement Date pursuant to the warranty by Landlord in Section 1.1.2 herein and as otherwise provided in this Lease.

3. Taxes, Assessments and Other Charges.

3.1 Taxes, Assessments and Other Charges. Beginning on the Commencement Date and ending at the end of the Term, all Taxes (as hereinafter defined) and Other Charges (as hereinafter defined) shall be prorated such that Tenant shall pay its proportionate share (based on the number of days in the Term occurring in the calendar year in which the Term ends as a percentage of the total number of days in that calendar year) of Taxes and Other Charges coming due in the calendar year in which the Term ends. Landlord shall promptly forward to Tenant copies of all bills and payment receipts for Taxes or Other Charges received by it. Provided Landlord delivers to Tenant copies of all bills and payment receipts for Taxes or Other Charges received by it at least ten (10) days before the date such amounts are due, Tenant shall pay and discharge (including the filing of all required returns), prior to delinquency or imposition of any fine, penalty, interest or other cost ("**Penalty**"), (a) taxes, consisting of any property (real or personal) and other taxes and assessments levied or assessed with respect to this Lease or the Premises (excluding any income tax of Landlord and any transfer tax or stamps for its transfer of any interest in the Premises to any Person other than Tenant or any of its Affiliates) (collectively, **"Taxes"**), and (b) other charges, consisting of any utilities and other costs and expenses of the Facility or the Premises and all other charges, obligations or deposits assessed against the Premises during the Term (collectively, "**Other Charges**"). Tenant may pay the foregoing in permitted installments (whether or not interest accrues on the unpaid balance) when due and before any Penalty. Within thirty (30) days of its receipt of Landlord's written notice of payment, Tenant shall pay Landlord an amount equal to any Taxes or Penalty that Landlord at any time is assessed or otherwise becomes responsible and for which Tenant is liable under this Lease, whether arising from the sole liability of Landlord or the joint liability of the parties.

3.2 Protests. Each party has the right, but not the obligation, in good faith to protest or contest (a "**Protest**") in whole or in part (a) the amount or payment of any Taxes or Other Charges and (b) the existence, amount or validity of any lien on the Real Property or the Personal Property ("**Liens**") by appropriate proceedings sufficient to prevent its collection or other realization and the sale, forfeiture or loss of any Premises or Rent to satisfy it (so long as it provides Landlord with reasonable security to assure the foregoing). Tenant shall diligently prosecute any such Protest at its sole cost and expense and pay such Taxes, Other Charges or Lien before the imposition of any Penalty. Landlord will cooperate fully in any Protest that involves an amount assessed against it.

4. Insurance.

4.1 Requirements. All insurance provided for in paragraphs 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 of this Lease shall (i) be maintained under valid and enforceable policies issued by rated insurers licensed and approved to do business in the state where the Premises is located and having general policy holders and financial rating of not less than "A" and "XII", in the then current Best's Insurance report, (ii) name Landlord and, if requested by Landlord, Landlord's primary lender, as an additional insured (other than the insurance policies referenced in Sections 4.4 and 4.5) and, for the casualty policy referenced in Section 4.3, as the owner and loss payable beneficiary, (iii) be on an "occurrence" or a "claims made" basis (as the case may be) and, to the extent the policy is a "claims made" policy, supplemented, if commercially reasonably available, by a two (2) year tail policy following any termination of such insurance, (iv) cover all of Tenant's operations at the Premises, (v) provide that the policy may not be canceled except upon not less than thirty (30) days' prior written notice to Landlord (except for non-payment, for which the policy may not be canceled except upon not less than ten (10) days' prior written notice to Landlord), and (vi) be primary and provide that any insurance with respect to the Premises maintained by Landlord is excess and noncontributing with Tenant's insurance. Additionally, notwithstanding anything herein to the contrary, Tenant agrees to maintain liability insurance in accordance with the greater of: (x) the requirements of this Lease, (y) the requirements of Illinois law and (z) the requirements of Landlord's primary lender. The parties hereby waive as to each other all rights of subrogation which any insurance carrier, or either of them, may have by reason of any provision in any policy issued to them, provided such waiver does not thereby invalidate such policy. Satisfactory insurer certificates evidencing the existence of the insurance required by this Lease and showing the interest of Landlord shall be provided to it as of the commencement of the Term or, for a renewal policy, not less than ten (10) days prior to the expiration date of the policy being renewed. Tenant shall also provide Landlord an updated or duplicate certificate within ten (10) days of Landlord's demand. Tenant shall provide Landlord immediate notice of any interruption in insurance or of Tenant's failure to pay timely any premium due on any policy of insurance. If Landlord is provided with a certificate, it may demand that Tenant provide a complete copy of the related policy within ten (10) days. During the Term, Tenant shall maintain the following insurance, and any claims thereunder shall be adjudicated by and at the expense of it or its insurance carrier.

4.2 Fire and Extended Coverage. Tenant shall keep the Premises insured against loss or damage from all causes under standard "all risk" property insurance coverage with an agreed amount endorsement (such that the insurance carrier has accepted the amount of coverage and has agreed that there will be no co-insurance penalty), without exclusion for fire, lightning, windstorm, explosion, smoke damage, vehicle damage, sprinkler leakage, flood, vandalism, earthquake, malicious mischief or any other risks normally covered under an extended coverage endorsement, in amounts that are not less than the actual replacement value of the Premises and all Tenant Personal Property (including the cost of compliance with changes in zoning and building codes

and other laws and regulations, demolition and debris removal and increased cost of construction).

4.3 **Commercial General Public Liability Coverage**. Tenant shall maintain comprehensive general public liability insurance coverage against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining sidewalks and passageways. Such insurance shall include a broad form endorsement and afford protection to Landlord and Tenant, affording the parties protection of not less than One Million Dollars ($1,000,000) for bodily injury or death to any one person, not less than One Million Dollars ($1,000,000) for any one accident, not less than One Million Dollars ($1,000,000) for property damage, and not less than Three Million Dollars ($3,000,000) in the aggregate, all of which limits shall apply on a per-location basis.

4.4 **Professional Liability and Nursing Home Malpractice Insurance Coverage.** Tenant shall maintain insurance against liability imposed by law upon Tenant for damages for injury, death, loss of service or otherwise on account of professional services rendered or which should have been rendered by Tenant or any person for which acts Tenant is legally liable on account of injury, sickness or disease, including death at any time resulting therefrom, and including damages allowed for loss of service, in a minimum amount of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate, so long as such per claim and aggregate amounts are reasonably economically available.

4.5 **Worker's Compensation Insurance Coverage.** Tenant shall comply with all legal requirements regarding worker's compensation, including any requirement to maintain worker's compensation insurance against claims for injuries sustained by Tenant's employees in the course of their employment. Such insurance shall afford Tenant protection of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) for each employee-disease, and Five Hundred Thousand Dollars ($500,000) for policy limit – disease, so long as such per claim and aggregate amounts are reasonably economically available.

4.6 **Boiler and Pressure Vessel Insurance Coverage.** Tenant shall maintain boiler and pressure vessel insurance written on a comprehensive basis including all pressure vessels, machinery and HVAC equipment, as well as miscellaneous electrical apparatus, including an endorsement for boiler business interruption insurance, on any fixtures or equipment which are capable of bursting or exploding, in an amount not less than Five Million Dollars ($5,000,000) for resulting damage to property, bodily injury or death resulting from such perils.

4.7 **Business Interruption and Extra Expense Insurance Coverage.** Tenant shall maintain, at its expense, business interruption insurance and extra expense insurance insuring against loss of use of the Premises, including the value of Rent due hereunder, for a period of not less than one (1) year, so long as such insurance for such amounts is reasonably economically available.

4.8 **Deductible/Self-Insured Retentions.** Subject to the terms of Section 4.1, Tenant's deductibles for the above policies shall not be greater than Two Hundred Fifty Thousand Dollars ($250,000). Landlord shall have the right at any time to require a lower deductible or set higher policy limits, to the extent commercially available and reasonable and customary for similar properties, but if Tenant cannot obtain such lower deductible or higher policy limits, Tenant's failure to meet such requirement(s) shall not constitute an Event of Default under this Lease.

4.9 **Reimbursement of Landlord's Insurance Costs.** During any Lease Year or portion thereof in which Tenant is not in compliance with the provisions of this Section 4, Tenant shall reimburse Landlord, within ten (10) days of Landlord's demand therefor, for the costs of the premiums of the general liability insurance policy maintained by Landlord in connection with the Premises. Tenant shall have no right to receive any proceeds or benefits from any such insurance.

5. Use, Maintenance and Alteration of the Premises.

5.1 Tenant's Maintenance Obligations.

5.1.1 Tenant will keep and maintain the Premises in good appearance, repair and condition and maintain proper housekeeping, ordinary wear and tear excepted. Tenant shall promptly make or cause to be made all repairs, interior and exterior, structural and nonstructural, ordinary or extraordinary, foreseen and unforeseen, necessary to keep the Premises in good and lawful order and condition and in substantial compliance with all requirements for the operation of a licensed nursing facility in the State of Illinois and certification for participation in Medicare and Medicaid (or any successor programs) or as otherwise required under all applicable local, state and federal laws.

5.1.2 As part of Tenant's obligations under this Section 5.1, Tenant shall be responsible to maintain all Personal Property (as hereinafter defined) in good condition, ordinary wear and tear excepted. Subject to the foregoing, Tenant shall repair and replace such property consistent with prudent industry practice for licensed nursing facilities, except that Landlord shall be liable for materials and workmanship for one (1) year from the Commencement Date pursuant to the waaranty by Landlord in Section 1.1.2 herein.

5.2 **Regulatory Compliance.** Tenant and the Premises shall comply in all material respects with all licensing and other federal, state and local laws and regulations and all covenants, conditions and restrictions and other use or maintenance requirements applicable to the Facility and/or the Premises and, to the extent applicable, all Medicare, Medicaid (or any successor program) and other third-party payor certification requirements (collectively, "**Operating Requirements**"), including filing properly completed cost and other required reports, and ensuring that the Premises continues to be

fully certified for participation in Medicare and Medicaid throughout the Term. Tenant shall not permit the Facility to be decertified from the Medicare or Medicaid program, and its licensure materially suspended or revoked (each, individually, a "**Sanction**"). Further, Tenant shall not commit any act or omission that would in any way violate any certificate of occupancy affecting the Premises, result in closure of the Facility or result in the sale, transfer, decertification or licensure change of all or any portion of the Premises or of any related certificate of need, bed rights, number of licensed beds or other similar certificate or license. All inspection fees, costs and charges associated with a change of such licensure or certification shall be borne solely by Tenant. Tenant shall at its sole cost make any additions or alterations to the Premises necessitated by, or imposed in connection with, a change of ownership inspection survey for the transfer of operation of the Premises from Tenant or Tenant's assignee or subtenant to Landlord or Landlord's designee at the expiration or earlier termination of the Term. Further, Tenant acknowledges that all licenses and certifications obtained in connection with the operations of the Facility and/or the Premises are tied to the Facility/Premises and thus Tenant agrees that it shall cooperate and transfer any such licenses and certifications to Landlord or its designee upon the expiration or earlier termination of this Lease.

5.3 [Reserved]

5.4 <u>Alterations by Tenant</u>. Tenant shall have the right to alter, improve, replace, repair, modify or expand the facilities, equipment or appliances in the Premises from time to time as it may determine is desirable for the continuing and proper use and maintenance of the Premises under this Lease; provided, however, that any specific alterations, improvements, expansions or modifications (specifically excluding repairs and replacements) with an aggregate cost in excess of One Hundred Thousand Dollars ($100,000) over the Term of the Lease shall require the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed; and the cost of any such repairs and replacements with an aggregate cost in excess of One Hundred Thousand Dollars ($100,000) in any Lease Year shall require the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. The cost of all such alterations, improvements, replacements, modifications, expansions or other purchases, whether undertaken as an on-going licensing, Medicare or Medicaid (or any successor program) or other regulatory requirement or otherwise shall be borne solely and exclusively by Tenant (unless funded by Landlord under Section 5.5) and shall immediately become a part of the Premises and the property of the Landlord subject to the terms and conditions of this Lease. All work done in connection therewith shall be done in a good and workmanlike manner and in compliance with all existing codes and regulations pertaining to the Premises and shall comply with the requirements of insurance policies required under this Lease. In the event any items of the Premises have become inadequate, obsolete or worn out or require replacement (by direction of any regulatory body or otherwise), Tenant shall remove such items and exchange or replace the same at Tenant's sole cost and the same shall become part of the Premises and property of Landlord.

5.5 Capital Improvements Funded by Landlord. In the event Tenant desires to make a capital improvement or a related series of capital improvements to the Premises, including any improvements required to accommodate an increase in the number of beds at the Facility, and if Tenant desires that Landlord fund the same, Landlord shall, within thirty (30) days of Tenants' written request therefor, consider in good faith Tenant's request to fund such capital improvements and advise Tenant of its determination. Landlord shall have no obligation to fund such capital improvements. In the event Landlord funds any capital improvements pursuant to this Section 5.5, Landlord and Tenant agree that the Rent paid by Tenant hereunder shall be increased by an amount equal to ten and one half percent (10.5%) of the total cost of such capital improvements. If the improvements to the Premises are to consist of a structure other than a nursing and nursing home facility, Landlord and Tenant agree to enter into an Addendum to this Lease setting forth such additional or different terms as are necessary to reflect the type of structure to be constructed, including but not limited to the annual and monthly rent to be charged by Landlord to Tenant to lease such structure. Such Addendum shall be negotiated and executed prior to the commencement of construction by Landlord.

5.6 Compliance with IRS Guidelines. Any improvement or modification to the Premises shall satisfy the requirements set forth in Sections 4(4).02 and .03 of Revenue Procedure 75-21, 1975-1 C.B. 715, as modified by Revenue Procedure 79-48, 1979-3 C.B. 529. Landlord reserves the right to refuse to consent to any improvement or modification to the Premises if, in its judgment, such improvement or modification does not meet the foregoing requirements.

5.7 Capital Expenditure Reserve. During each Lease Year of the Term, Tenant shall budget a sum to be spent by Tenant on capital maintenance and/or improvements to the Premises (the "**Capital Expenditure Reserve**"), and, upon request of Landlord, report same to Landlord pursuant to the Facility Reports set forth in **Exhibit E**. Tenant shall not be entitled to use the Capital Expenditure Reserve to satisfy its general obligation to maintain the Premises as set forth in Section 5.1 of this Agreement.

Beginning with the second (2nd) Lease Year following the Commencement Date and during each Lease Year thereafter, Tenant agrees that the Capital Expenditure Reserve shall be equal to the sum of $300 multiplied by the number of licensed beds at the Premises. Any amount of such Capital Expenditure Reserve not used during a particular Lease Year shall be added to the Capital Expenditure Reserve established during the subsequent Lease Year or, at Landlord's option, expended by Landlord on capital maintenance and/or improvements to the Premises.

Notwithstanding anything hereinto the contrary, at such time as Landlord converts its financing to financing under the United States Department of Housing and Urban Development ("**HUD**"), Tenant agrees to comply with the capital expenditure reserve requirements then mandated by HUD.

6. **Title to Premises.** Landlord represents and warrants to Tenant that it has full authority to enter into this Lease and that, as of the Commencement Date, Landlord will have fee simple title to the Premises.

7. **Personal Property.** Landlord shall, in conjunction with the construction of the Facility, install, affix or assemble, replace or place on the Premises all items of furniture, fixtures, equipment and supplies as Tenant reasonably considers to be appropriate for Tenant's use of the Premises as contemplated by this Lease, including any such personal property that is necessary for the Facility to meet licensure and certification requirements and to perform the normal operations of the business being conducted therein (the "**Personal Property**"). Tenant shall provide and maintain during the entire Term such Personal Property as shall be necessary in order to operate the Premises in compliance with all requirements set forth in this Lease. All such Personal Property shall become the property of Landlord upon the expiration or termination of this Lease. Tenant agrees that upon the transfer of the title to the Personal Property to Landlord, Tenant shall cause all liens and security interests encumbering the Personal Property to be released with respect to such Personal Property.

8. **Representations and Warranties.** Landlord and Tenant do hereby, each for itself, represent and warrant to each other as follows:

8.1 Due Authorization and Execution. This Lease and all agreements, instruments and documents executed or to be executed in connection herewith by either Landlord or Tenant were duly authorized and shall be binding upon the party that executed and delivered the same.

8.2 Due Organization. Landlord is duly organized and validly existing under the laws of the State of Indiana and is duly authorized and qualified to do all things required under this Lease within the State of Illinois. Tenant is duly organized and validly existing under the laws of the State of Illinois and is qualified to do all things required under this Lease within the State of Illinois.

8.3 No Breach of Other Agreements. Neither this Lease nor any agreement, document or instrument executed or to be executed in connection herewith, violates the terms of any other agreement to which either Landlord or Tenant is a party.

9. **Financial, Management and Regulatory Reports.**

9.1 Quarterly Financial Reports. Tenant shall prepare and deliver to Landlord copies of Tenant's internally-prepared financial reports for each quarter consisting of a balance sheet, income statement and cash flow statement within thirty (30) days after the end of such calendar quarter. Tenant shall also deliver to Landlord a facility census report for the quarter within thirty (30) days after the end of such calendar month.

9.2 **Annual Financial Statements.** Tenant shall deliver to Landlord copies of Tenant's internally-prepared consolidated annual financial statements for the fiscal year of Tenant within ninety (90) days of the end of each fiscal year. If Tenant prepares audited financial statements, Tenant shall also forward a copy of such audit, including the auditor's report and the notes to the financial statements, to Landlord.

9.3 **Facility Reports**. Tenant shall prepare and deliver to Landlord copies of the reports set forth on **Exhibit E** attached hereto no later than the date specified for each document.

9.4 **Accounting Principles.** All of the reports and statements required hereby shall be prepared in accordance with generally accepted accounting principles ("**GAAP**") consistently applied; provided, however, no financial statement shall be required to have explanatory footnotes which may be required by GAAP, and no non-annual financial statement shall be required to have adjustments which may be required by GAAP.

10. Events of Default and Landlord's Remedies.

10.1 **Events of Default.** The occurrence of any of the following shall constitute an event of default on the part of Tenant hereunder ("**Event of Default**"):

10.1.1 The failure to pay within 5 days of when due any Rent, taxes or assessments, utilities, premiums for insurance or other charges or payments required of Tenant under this Lease;

10.1.2 Any voluntary or involuntary revocation of the nursing home license for the Facility or termination of the certification under the Medicare and/or Medicaid programs (or any successor program), including any reduction in the number of licensed beds without the prior written consent of Landlord; provided, however, the default described in this Section 10.1.2, if involuntary and resulting from government action, is curable and shall be deemed cured, if: (a) within ten (10) business days of Tenant's receipt of a notice of default from Landlord, Tenant gives Landlord notice of its intent to cure such default (including the method by which Tenant shall effect such cure); and (b) Tenant cures such default within ninety (90) days after such notice from Landlord, or in the case of licensure, Tenant is operating under a permission to operate and has applied for full licensure to operate a nursing home, in which case the foregoing events shall not constitute an Event of Default until the expiration of such ninety (90) day cure period;

10.1.3 An assignment by Tenant of all or substantially all of its property for the benefit of creditors;

10.1.4 The appointment of a receiver, trustee, or liquidator for Tenant, or any of the property of Tenant, if within five (5) business days of such

appointment Tenant does not inform Landlord in writing that Tenant intends to cause such appointment to be discharged or Tenant does not thereafter diligently prosecute such discharge to completion within sixty (60) days after the date of such appointment;

10.1.5 The filing by Tenant of a voluntary petition under any federal bankruptcy law or under the law of any state to be adjudicated as bankrupt or for any arrangement or other debtor's relief, or in the alternative, if any such petition is involuntarily filed against Tenant by any other party and Tenant does not within five (5) business days of any such filing inform Landlord in writing of the intent by Tenant to cause such petition to be dismissed, if Tenant does not thereafter diligently prosecute such dismissal, or if such filing is not dismissed within ninety (90) days after filing thereof;

10.1.6 The failure to perform or comply with any other material term or provision of this Lease not requiring the payment of money, including, without limitation, the failure to comply with the provisions hereof pertaining to the use, operation and maintenance of the Premises; provided, however, that if such failure by its nature can be cured, Tenant shall have a period ("Cure Period") of thirty (30) days after Tenant receives written notice of such failure from Landlord to cure the same, and an Event of Default shall not be deemed to exist during the Cure Period; provided further, if such default cannot with due diligence be cured within a period of thirty (30) days because of the nature of the default or delays beyond the control of Tenant, or cure after such thirty (30) day period will not have a material and adverse effect upon the Premises, such default shall not constitute an Event of Default if Tenant uses its best efforts to cure such default by promptly commencing and diligently pursuing such cure to the completion thereof. Landlord shall not be required to provide written notice to Tenant of a default under this Section10.1.6 more than two (2) times in any Lease Year for a recurring default (defined as default under same Section of Lease), for example purposes only, if Tenant fails to timely provide its quarterly financial reports pursuant to Section 9.1 in each of the first two quarters of a Lease Year, Landlord shall provide written notice and a chance to cure, if Tenant fails to timely provide the quarterly financials again in the third quarter Landlord is not required to provide written notice and the 30 day cure period begins immediately upon first day of default;

10.1.7 All notice and cure periods provided herein shall run concurrently with any notice or cure periods provided by applicable law.

10.2 **Remedies.** Upon the occurrence of an Event of Default, Landlord may exercise all rights and remedies under this Lease and the laws of the State of Illinois available to a lessor of real and personal property in the event of a default by its lessee. Without limiting the foregoing, Landlord shall have the right to do any (or all) of the following:

10.2.1 Sue for the specific performance of any covenant of Tenant under this Lease as to which Tenant is in breach;

10.2.2 Enter upon the Premises, terminate this Lease, dispossess Tenant from the Premises and/or collect money damages by reason of Tenant's breach, including, without limitation, the acceleration of all rent which would have accrued after such termination and all obligations and liabilities of Tenant under this Lease which survive the termination of the Term; provided, however, Landlord shall use reasonable efforts to mitigate its damages (which may include re-letting or sale of the Facility);

10.2.3 Elect to leave this Lease in place and sue for rent and/or other money damages as the same come due; provided, however, Landlord shall use reasonable efforts to mitigate its damages.

10.2.4 Before or after repossession of the Premises pursuant to Section 10.2.2, and whether or not this Lease has been terminated, Landlord shall use reasonable efforts to relet any portion of the Premises to such tenant or tenants, for such term or terms (which may be greater or less than the remaining balance of the Term), for such rent, or on such conditions (which may include concessions or free rent for a limited period of time) and for such uses, as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Tenant agrees to pay Landlord, immediately upon demand, all expenses reasonably incurred by Landlord in obtaining possession and in reletting any of the Premises, including fees, commissions and costs of attorneys, architects, agents and brokers.

10.2.5 Assign this Lease from Tenant to a third party selected by Landlord, in which case Tenant agrees to consent to such assignment, and execute any and all documents necessary to effect such assignment; provided, that rent received from such third party assignee/new tenant shall serve to mitigate Tenant's obligation for damages to Landlord hereunder;

10.2.6 In the case of a breach of Section 10.1.2 relating to a reduction in the number of licensed beds, Landlord may collect money damages from Tenant in an amount equal to the market value of a licensed nursing home bed/unit as of the date of reduction, as determined by Landlord in good faith in its reasonable discretion, multiplied by the number of beds by which the total number of licensed beds as of the date of this Lease has been reduced.

10.3 **Receivership.** Tenant acknowledges that one of the rights and remedies available to Landlord under applicable law is to apply to a court of competent jurisdiction for the appointment of a receiver to take possession of the Premises, to collect the rents, issues, profits and income of the Premises and to manage the operation of the Premises.

Upon Tenant's failure to pay within thirty (30) calendar days of the date when due any Rent, or in the event of an Event of Default **arising from a Sanction** is imposed and not enjoined, stayed or otherwise held in abeyance, and in addition to any other right or remedy of Landlord under this Lease, Landlord may petition any appropriate court for the appointment of a receiver to take possession of the Premises, to manage the operation of the Premises, to collect and disburse all rents, issues, profits and income generated thereby and to preserve or replace to the extent possible any operating license for the Premises or to otherwise substitute the licensee or provider thereof. The receiver shall be entitled to a reasonable fee for its services as a receiver. All such fees and other expenses of the receivership estate shall be added to the monthly rent due to Landlord under this Lease. Tenant hereby irrevocably stipulates to the appointment of a receiver under such circumstances and for such purposes and agrees not to contest such appointment; provided, however, the foregoing stipulation shall not be deemed a waiver of Tenant's right to contest whether such circumstances exist.

10.4 Late Charges. Tenant acknowledges that the late payment of any Rent will cause Landlord to lose the use of such money and may cause Landlord to incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, if any installment of Rent is not paid within five (5) business days after the due date for such rent payment, then on each date on which Rent is due, Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of the amount of all monthly installments of Rent that are due and payable and remain unpaid on such date. All unpaid Rent or other fees more than sixty (60) days past due shall bear interest at a fixed rate equal to sixteen percent (16%) per annum compounding monthly until such unpaid Rent plus all accrued interest thereon have been paid in full to Landlord. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Such assessment and collection of a late charge shall not constitute a waiver of Landlord's rights pursuant to Section 10 of this Agreement.

10.5 Remedies Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No failure of Landlord to insist at any time upon the strict performance of any provision of this Lease or to exercise any option, right, power or remedy contained in this Lease shall be construed as a waiver, modification or relinquishment thereof as to any similar or different breach (future or otherwise) by Tenant. A receipt by Landlord of any rent or other sum due hereunder (including any late charge) with knowledge of the breach of any provision contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in a writing signed by Landlord.

10.6 Performance of Tenant's Obligations by Landlord. If Tenant at any time shall fail to make any payment or perform any act on its part required to be made or performed under this Lease after any applicable grace or cure periods provided for herein, then Landlord may, without waiving or releasing Tenant from any obligations or default of Tenant hereunder, make any such payment or perform any such act for the account and at the expense of Tenant, and may enter upon the Premises for the purpose of taking all such action thereof as may be reasonably necessary therefor. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the performance of any such act by Landlord, together with interest at the rate of the Prime Rate as reported daily by the Wall Street Journal plus 3% (or if said interest rate is violative of any applicable statute or law, then the maximum interest rate allowable) from the date of the making of such payment or the incurring of such costs and expenses by Landlord shall be payable by Tenant to Landlord on demand.

11. Landlord Defaults and Tenant's Remedies.

11.1 Landlord Defaults. The occurrence of any of the following acts or events shall be deemed to be a default on the part of Landlord ("**Landlord Default**"):

11.1.1 Landlord's material interference with Tenant's right to quiet enjoyment pursuant to Section 19 of this Lease if not cured by Landlord within a reasonable amount of time after receipt of notice by Tenant of such material interference;

11.1.2 The failure of Landlord to perform, or the violation by Landlord of, any of the other covenants, terms, conditions or provisions of this Lease, if such failure or violation shall not be cured within thirty (30) days after written notice thereof by Tenant to Landlord.

11.2 Tenant's Remedies. In the event of any Landlord Default under Section 11.1.1 and failure to cure within the cure period provided in 11.1.1, Tenant may, if it so elects, and with notice of such election to Landlord, forthwith terminate this Lease, such termination to be effective upon surrender of possession of the Premises to Landlord. In the event of such termination, Landlord shall remit to Tenant any Rent paid by Tenant in advance of the date of such termination (and such a refund shall be pro-rated for any partial month). In the event of any Landlord Default under Section 11.1.2 and failure to cure within the cure period provided in 11.1.2, Tenant may, without waiving or releasing Landlord from any obligation hereunder, make any payment or perform any such act for the account and at the expense of Landlord. All sums so paid by Tenant and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the performance of any such act by Tenant shall be provided to Landlord in writing immediately after such expenses are incurred, and shall at Landlord's choice, be (a) payable by Landlord on or prior to the end

of the current calendar month notice of such actual expenses is received by Landlord, or (b) shall be offset against the next month's Rent if Landlord has not made payment by end of such month.

12. Damage by Fire or Other Casualty. If the Premises are substantially damaged or destroyed, and rendered inaccessible or unsuitable for use as a nursing home due to fire, lightning, windstorm, or other hazard, Landlord shall determine, within thirty (30) days of such damage, whether it intends to repair and restore the Premises. If Landlord determines to repair and restore the Premises, Landlord shall promptly obtain an estimate of the cost and time to repair the Premises to the same or better condition as existed immediately before such loss or damage. If according to such estimate, the Premises would not be repaired or restored before the exhaustion of Tenant's business interruption insurance coverage to the same or better condition as existed immediately before such loss or damage, Tenant shall have the option to terminate this Lease, effective upon Tenant providing written notice to Landlord of its election to terminate. If the Lease is not terminated by Tenant pursuant to the preceding two sentences and Landlord determines to repair and restore the Premises, Landlord and Tenant shall promptly coordinate the proper repair and/or restoration of the Premises to the same or better condition as existed immediately before such loss or damage, using the insurance proceeds available to cover such loss or damage. In such event, this Lease shall not terminate and shall remain in full force and effect, and Tenant hereby waives all rights under applicable law to abate, reduce or offset Rent by reason of such damage or destruction. If the Premises have not been repaired or restored before the exhaustion of Tenant's business interruption insurance coverage to the same or better condition as existed immediately before such loss or damage, Tenant shall have the option to terminate this Lease effective upon the exhaustion of such coverage. Should Landlord determine not to restore or rebuild the Premises, Tenant shall have the right to terminate this Lease and all insurance proceeds pertaining to the Premises shall belong to Landlord, except for interruption of business insurance, or other similar insurance, payable to Tenant.

13. Condemnation.

13.1 Complete Taking. If during the Term all or substantially all of the Premises is taken or condemned by any competent public or quasi-public authority, then Tenant may, at Tenant's election, by notice to Landlord made within thirty (30) days of such taking by condemnation, terminate this Lease, and the then-current Rent shall be prorated as of the date of such termination. The award payable upon such taking shall be allocated between Landlord and Tenant as so allocated by the taking authority. In the absence of such allocation by the taking authority, the award shall be allocated as agreed by Landlord and Tenant. Failing such agreement within thirty (30) days after the effective date of such taking, the award shall be allocated between Landlord and Tenant pursuant to the appraisal procedure described on **Exhibit F** attached hereto.

13.2 Partial Taking. In the event such condemnation proceeding or right of eminent domain results in a taking of less than all or substantially all of the Premises, the Rent shall be abated by a percentage equal to the reduction in the number of licensed beds at the Facility available for patient and resident use due to such partial taking

divided by the number of licensed beds prior to such partial taking. Landlord shall be entitled to receive and retain any and all awards for the partial taking and damage and Tenant shall not be entitled to receive or retain any such award for any reason. Notwithstanding the foregoing, in the event of a taking of less than all of the Premises that, in Tenant's reasonable judgment, renders the operation of a nursing home on the Premises commercially unreasonable, such taking shall be treated as a taking of all or substantially all of the Premises and be treated as a taking subject to the provisions of Section 13.1.

13.3 Lease Remains in Effect. Except as provided above, this Lease shall not terminate and shall remain in full force and effect in the event of a taking or condemnation of the Premises, or any portion thereof, and Tenant hereby waives all rights under applicable law to abate, reduce or offset Rent by reason of such taking.

14. Provisions on Termination of Term.

14.1 Surrender of Possession. Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, surrender to Landlord the Premises (including, if appropriate and to the extent permitted by law, originals or copies of all patient charts and resident records) in good condition and repair, ordinary wear and tear excepted.

14.2 Removal of Personal Property. If Tenant is not then in default hereunder, Tenant shall have the right in connection with the surrender of the Premises to remove from the Premises any personal property owned by Tenant, which shall not include the Personal Property (including any Personal Property replaced by Tenant or required by the State of Illinois or any other governmental entity to operate the Premises for the purpose set forth in Section 5.1 above). Any such removal shall be done in a workmanlike manner leaving the Premises in good and presentable condition and appearance, including repair of any damage caused by such removal. At the end of the Term or upon the earlier termination of this Lease, Tenant shall return the Premises to Landlord with the Personal Property in good condition and utility, reasonable wear and tear excepted.

14.3 Management of Premises. Upon the expiration or earlier termination of the Term, Landlord, or its designee, upon written notice to Tenant, may elect to assume the responsibilities and obligations for the management and operation of the Premises and Tenant agrees to cooperate fully with Landlord or its designee to accomplish the transfer of such management and operation without interrupting the operation of the Premises. Tenant shall not commit any act or be remiss in the undertaking of any act that would jeopardize any licensure or certification of the facility, and Tenant shall comply with all reasonable requests for an orderly transfer of the nursing facility license, Medicare and Medicaid (or any successor program) certifications and possession of the facility at the time of any such surrender; provided, however, that any costs associated therewith shall be borne by Landlord. Upon the expiration or earlier termination of the Term, Tenant

shall promptly deliver copies of all of Tenant's books and records relating to the Premises and its operations to Landlord to the extent that it may do so by law.

14.4 Correction of Deficiencies. Upon termination or cancellation of this Lease, Tenant shall indemnify Landlord for any loss, damage, cost or expense incurred by Landlord to correct all deficiencies of a physical nature caused by Tenant and identified by the Illinois Department of Health or any other governmental agency or Medicare or Medicaid (or any successor programs) providers in the course of the change of ownership inspection and audit.

15. Right of First Discussion; Right of First Refusal

15.1 Right of First Discussion.

A. Notice to Tenant. If Landlord determines to sell or otherwise dispose of the Premises, Landlord shall be obligated to first provide Tenant with not less than sixty (60) days Notice of such intention ("**Notice Period**"). During the Notice Period, Tenant shall have the exclusive right to attempt to negotiate the purchase or other acquisition of the Premises from Landlord, on such terms and conditions as the parties shall mutually agree (the "**ROFD**"). Landlord shall be precluded from selling, transferring, marketing, or otherwise dealing in the Premises without providing such Notice to Tenant, and negotiating exclusively with Tenant during the Notice Period.

B. Exception. All provisions of subsection 15.1.A. above to the contrary notwithstanding, Landlord shall be entitled to transfer, set over, or assign all of its right, title, claim, and interest in and to the Premises, or this Lease, to any affiliated company or other entity controlling Landlord, controlled by Landlord, or to an entity under common control with Landlord, and to any entity into which Landlord is merged or consolidated or to which substantially all of the assets and business of Landlord are sold, provided that any such transfer or assignment shall not negatively impact or otherwise alter in any fashion the Right of First Discussion set forth at Section 15.1.A. above, or the Right of First Refusal set forth at Section 15.2 below.

15.2 Right of First Refusal.

A. Offer. In the event that at any time during the Initial Term or any Renewal Term Landlord should receive a bona fide third party offer for the purchase of the Premises, and if such offer to purchase is acceptable to Landlord ("**Offer**"), then Tenant shall have, and Landlord does hereby grant to Tenant, the right of first refusal (the "**ROFR**") to purchase the Premises under the same terms and conditions as are contained in the Offer. Upon receipt of any such Offer to purchase the Premises, Landlord shall deliver to Tenant a copy of any such Offer to Tenant, certified by the Landlord as being a complete, true and correct copy of

the Offer ("**Offer Notice**").

B. Tenant's Election. Tenant shall have a period of thirty (30) days from the date of the receipt of the Offer Notice to elect whether or not it intends to accept or reject such Offer (the "**Tenant's Refusal Right Notice**").

C. Exercise of Right to Purchase; Earnest Money. If Tenant desires to purchase the Premises from Landlord upon the same terms and conditions as set forth in the Offer, Tenant shall so notify Landlord in writing within thirty (30) days of the receipt of the Offer Notice and shall accompany such notice with an earnest money deposit equivalent to any earnest money deposit that was made with the Offer.

D. Rejection of Offer. If Tenant fails to so notify Landlord of Tenant's acceptance of the Offer and exercise of the right of first refusal within such thirty (30) day period, such failure to so notify Landlord shall be deemed a rejection of such Offer.

E. Subsequent Offers. If Tenant declines to exercise its right of first refusal with respect to any such Offer, the Landlord will remain obligated to give Tenant an additional opportunity, within the time period provided herein, to purchase the Premises if the party that originally submitted that Offer proposes any material change in that Offer that is less favorable to the Landlord or more favorable to the purchaser, and the Landlord is otherwise willing to accept any such lesser Offer.

F. Closing. Any sale between the Landlord and Tenant pursuant to this provision shall be on the same terms and conditions as were contained in the Offer, including any time limitations set forth in the terms and conditions of the Offer as originally submitted to Landlord and as certified to Tenant. Notwithstanding anything herein to the contrary, the time limit to close shall be extended so that in no event shall Tenant have fewer than sixty (60) days to close after the exercise of its right of first refusal.

16. **Notices and Demands.** All notices and demands, certificates, requests, consents, approvals, and other similar instruments under this Lease shall be in writing and shall be sent by personal delivery or by either (a) personal delivery, (b) United States certified or registered mail, return receipt requested, postage prepaid, (c) Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, or (d) sent by e-mail or facsimile transmission, to the party or parties for whom such notices are intended, addressed as follows: (i) if to Landlord, addressed to MS Springfield, LLC, 109 West Jackson Street, PO Box 767, Cicero, Indiana 46034, Attn: General Counsel, or at such other address as Landlord from time to time may have designated by written notice to Tenant, (ii) if to Tenant, addressed to OJCC Realty, LLC, 7444 Long Avenue, Skokie, Illinois 6007, Attn: Benjamin Klein, with a copy to Law Office of Abraham A. Gutnicki, P.C., 8320 Skokie Boulevard, Suite 100, Skokie, Illinois

60077, Attn: Abraham A. Gutncki, or at such address as Tenant may from time to time have designated by written notice to Landlord. A written notice shall be deemed received (a) when delivered in person; (b) on the third (3rd) business day following the day sent by certified mail, (c) on the next business day immediately following the day sent by overnight courier; and (d) upon receipt by e-mail or facsimile transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (a)-(c)). A written notice shall also be deemed received on (i) the date delivery shall have been refused at the address required by this Agreement; or (ii) with respect to notices sent by United States mail but not delivered, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Agreement

17. **Right of Entry; Examination of Records**. Landlord and its representative may enter the Premises at any time; provided, however, that, except in the case of an emergency, Landlord will provide forty-eight (48) hours notice of such entry (which notice shall establish the time when Landlord will be at the Premises and the general purpose for which the entry is intended) to Tenant, for the purpose of inspecting the Premises, including, without limitation, Tenant's default under this Lease, or to exhibit the Premises for sale, lease or mortgage financing, or posting notices of default, or non-responsibility under any mechanic's or materialmen's lien law or to otherwise inspect the Premises for compliance with the terms of this Lease. Any such entry shall not unreasonably interfere with residents, patients, patient care, or any other of Tenant's operations.

18. **Landlord May Grant Liens**. Without the consent of Tenant, Landlord may, subject to the terms and conditions set forth below in this Section 18, from time to time, directly or indirectly, create or otherwise cause to exist any lien, encumbrance or title retention agreement ("**Encumbrance**") upon the Premises, or any portion thereof or interest therein (including this Lease), whether to secure any borrowing or other means of financing or refinancing or otherwise. Any such Encumbrance shall provide that it is subject to the rights of Tenant under this Lease, and shall further provide that as long as no Event of Default of Tenant shall have occurred and then be continuing under this Lease, Tenant's occupancy hereunder, including, but not limited to, Tenant's right of quiet enjoyment provided in Section 19, shall not in any event be disturbed, and Landlord shall obtain a customary form of subordination, nondisturbance and attornment agreement from the lender or mortgagee under such Encumbrance, in form and substance reasonably satisfactory to Tenant. Upon the request of Landlord, Tenant shall subordinate this Lease to the lien of an Encumbrance on the Premises, on the condition that the proposed lender agrees not to disturb Tenant's rights under this Lease as long as Tenant is not subject to an Event of Default hereunder. Tenant agrees to cooperate with Landlord in obtaining and closing any such refinancing (including, but not limited to a refinancing through the Department of Housing and Urban Development "HUD") and comply with any of lender's requests/requirement so long as Tenant's obligations hereunder are not materially increased and Tenant's rights hereunder are not materially decreased thereby beyond the standard HUD requirements as the parties understand them currently and so long as Landlord obtains a customary form of subordination, nondisturbance and attornment agreement from the lender or mortgagee under such Encumbrance, in form and substance reasonably satisfactory to Tenant.

19. **Quiet Enjoyment**. As long as there is no Event of Default by Tenant, Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term, free of any claim or other action not caused or created by Tenant.

20. **Governing Law.** This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois.

21. **Preservation of Investment**. Tenant acknowledges that a fair return to Landlord on its investment in the Premises is dependent, in part, on Tenant's operation on the Premises during the Term. Tenant further acknowledges that the transfer of residents and/or patient care activities from the Premises to other facilities owned or operated by Tenant or its Affiliates at or near the end of the Term will have a material adverse impact on the value and utility of the Premises. Thus, during the Term, neither Tenant nor any of its Affiliates will recommend or solicit the removal or transfer of any resident or patient from the Premises to any other nursing or health care facility, unless such transfer is at the request of the patient or resident or its payor or is for reasons relating to non-payment or if such transfer would better meet the medical care, health or safety needs of the patient or resident.

22. **Hazardous Materials**.

22.1 **Hazardous Material Covenants.** Tenant's use of the Premises shall comply with all Hazardous Materials Laws. In the event that, as a result of activities during the Term of Tenant or its employees, agents or contractors (individually, a "**Tenant Party**"; collectively, the "**Tenant Parties**"), any Environmental Activities occur in violation of any Hazardous Materials Laws or if Tenant has received any Hazardous Materials Claim against the Premises resulting from any acts during the Term of any Tenant Party, Tenant shall promptly obtain all permits and approvals necessary to remedy any such problem through the removal of Hazardous Materials or otherwise, and upon Landlord's approval of the remediation plan (or, if state approval is required upon the state's approval of a remediation plan), remedy any such problem to the reasonable satisfaction of Landlord and all applicable governmental authorities in accordance with all Hazardous Materials Laws and good business practices. In the event that any Environmental Activities occur in violation of Hazardous Materials Laws, or a Hazardous Materials Claim is made with respect to the Premises, as a result of an environmental condition in existence as of the Commencement Date or of any cause other than activities on the Premises during the Term by any Tenant Party, Landlord shall promptly obtain all permits and approvals necessary to remedy any such problem through the removal of Hazardous Materials or otherwise and, upon receiving state approval of a remediation plan if such is required, remedy any such problem to the satisfaction of all governmental authorities in accordance with all Hazardous Materials Laws and good business practices. In so performing its obligations under this Section 22.1, Landlord shall use its best efforts (and shall require that its contractors and agents use their respective best efforts) to minimize the disruption to Tenant's operation of the Premises pursuant to the provisions of this Lease and to cooperate with all reasonable requests of Tenant in this regard.

22.2 **Environmental Notices**. A party shall promptly advise the other party in writing of:

22.2.1 such party (the "**Noticing Party**") becoming aware of any Environmental Activities in violation of any Hazardous Materials Laws,

22.2.2 Noticing Party becoming aware of any Hazardous Materials Claims against the Noticing Party or the Premises,

22.2.3 any remedial action taken by the Noticing Party in response to any Hazardous Material Claims or any Hazardous Materials on, under or about the Premises in violation of any Hazardous Materials Laws,

22.2.4 the Noticing Party's discovery of any occurrence or condition on or in the vicinity of the Premises that materially increases the risk that the Premises will be exposed to Hazardous Materials.

22.2.5 all material communications to or from the Noticing Party, any governmental authority or any other person relating to Hazardous Materials Laws or Hazardous Materials Claims with respect to the Premises, including copies thereof.

22.3 **Extension of Term.** Notwithstanding any other provision of this Lease, in the event that, as of the end of the Term, Tenant is still performing remediation (excluding ongoing monitoring) it is required by the provisions of Section 22.1 to perform, the Term shall be automatically extended and this Lease shall remain in full force and effect until the earlier to occur of the completion of all remedial action (excluding ongoing monitoring), as reasonably approved by Landlord (or the State of Illinois, if applicable), in accordance with all Hazardous Materials Laws, or the earlier date specified in a written notice (and given at least 30 days prior to such termination date) from Landlord to Tenant terminating this Lease (which date may be subsequent to the date upon which the Term was to have expired).

22.4 **Participation in Hazardous Materials Claims.** Landlord shall have the right to join and participate in, as a party, if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims which have arisen primarily from activities on the Premises during the Term by any Tenant Party. The reasonable costs incurred by Landlord with respect to such matter shall be borne by Tenant. Similarly, Tenant shall have the right to join and participate in, as a party, if it so elects, any legal proceedings or actions in connection with any Hazardous Materials Claim other than a Claim described in the first sentence of this Section 22.4. The reasonable costs incurred by Tenant with respect to such matter shall be borne by Landlord.

22.5 **Environmental Activities** shall mean the use, generation, transportation, handling, discharge, production, treatment, storage, release or disposal of any Hazardous Materials at any time to or from the Premises or located on or present on or under the Premises.

22.6 **Hazardous Materials** shall mean (a) any petroleum products and/or by-products (including any fraction thereof), flammable substances, explosives, radioactive materials, hazardous or toxic wastes, substances or materials, known carcinogens or any other materials, contaminants or pollutants which pose a hazard to the Premises or to persons on or about the Premises or cause the Premises to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is friable; (c) urea formaldehyde in foam insulation or any other form; (d) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million or any other more restrictive standard then prevailing; (e) medical wastes and biohazards; (f) radon gas; and (g) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority at any time during the Term, including, without limitation, any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) as amended from time to time.

22.7 **Hazardous Materials Claim** shall mean any enforcement, clean-up removal or other governmental or regulatory actions or orders threatened, instituted or completed pursuant to any Hazardous Material Laws, together with all claims made or threatened by any third party against the Premises, Landlord or Tenant relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

22.8 **Hazardous Materials Laws** shall mean any applicable laws, ordinances, regulations, rules, orders, guidelines or policies relating to the environment, health and safety (as related to the environment), Environmental Activities, Hazardous Materials, air and water quality, waste disposal and other environmental matters.

23. **Assignment and Subletting**. Without the prior written consent of Landlord, which consent may not be withheld, conditioned or delayed in Landlord's sole discretion, this Lease shall not, nor shall any interest of Tenant herein, be assigned or encumbered by operation of law, nor shall Tenant voluntarily or involuntarily assign, mortgage, encumber or hypothecate any interest in this Lease or sublet any of the Premises (except for occupancy by patients or residents of the nursing home operated by Tenant at the Premises). Any of the foregoing acts without such consent shall be void. An assignment of this Lease by Tenant shall be deemed to include: (a) entering into a management or similar agreement relating to the operation or control of the Premises with a person that is not an affiliate of Tenant; (b) any change (voluntary or involuntary, by operation of law or otherwise, including the transfer, assignment, sale, hypothecation or other disposition of any equity interest in Tenant) in the person that ultimately exert(s) effective control over the management of the affairs of Tenant as of the date hereof; provided, that an initial public offering of Tenant shall not be deemed to be an assignment of the

Lease so long as thereafter less than twenty-five percent (25%) of the voting stock of Tenant is held by any person or related group that did not have such ownership before the initial public offering; or (c) the sale or other transfer of all or any portion of any certificate of need, bed rights or other similar certificate or license relating to the business or the Premises. Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent, assign this Lease or sublet the Premises or any portion thereof to an affiliate of Tenant if all of the following are first satisfied: (w) such affiliate fully assumes Tenant's obligations hereunder; (x) Tenant remains fully liable hereunder; (y) the use of the Premises remains unchanged; and (z) Landlord shall have received an executed counterpart of all documents for such assignment or sublease. In no event shall Tenant sublet the Premises on any basis such that the rental to be paid by the sublease would be based in whole or in part, on either the income or profits derived by the business activities of the sublessee, or any other formula, such that any portion of the sublease rental received by Landlord would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the U.S. Internal Revenue Code, or any similar or successor provision thereto.

24. Indemnification; Guaranty Deposit. Landlord and Tenant shall indemnify each other as follows:

24.1 Indemnification of Landlord. To the fullest extent permitted by law, Tenant agrees to protect, indemnify, defend and save harmless Landlord, its managers, officers, members, agents and employees, from and against any and all liability, expense, loss, costs, deficiency, fine, penalty, or damage (including, without limitation, punitive or consequential damages) of any kind or nature, including reasonable attorneys' fees (collectively, "**Loss**"), from any suits, claims or demands, on account of any matter or thing, action or failure to act arising out of or in connection with the acts, omissions or negligence of Tenant (including, without limitation, the Events of Default by Tenant of any of its obligations hereunder), or the operations of Tenant during the Term on the Premises, including, without limitation, all Environmental Activities on the Premises during the Term resulting from the acts of a Tenant Party, all Hazardous Materials Claims which shall have arisen from activities of Tenant Parties on the Premises during the Term or any violation by Tenant of a Hazardous Materials Law with respect to the Premises. Upon receiving knowledge of any suit, claim or demand asserted by a third party, Landlord shall give Tenant notice of the matter. Tenant shall defend Landlord against such matter at Tenant's sole cost and expense (including, without limitation, Landlord's reasonable attorneys' fees and costs) with legal counsel satisfactory to Landlord. Landlord may elect to defend the matter with its own counsel, and the reasonable fees and costs incurred by Landlord in respect of such counsel shall be borne by Tenant; provided, however, if Landlord elects to defend, Tenant shall be kept informed and Tenant shall have the right to participate and if desired by Tenant, to negotiate a settlement of any such matter. Tenant acknowledges that the insurance requirements set forth in Section 4 of this Agreement are not intended to and shall not limit Tenant's indemnification obligations set forth herein or pursuant to applicable state laws.

24.2 Indemnification of Tenant. To the fullest extent permitted by law,

Landlord agrees to indemnify, defend and save harmless Tenant, its managers, members, employees and agents from and against any and all Loss from any suits, claims or demands, on account of any matter or thing, action or failure to act arising out of or in connection with (a) the operation of the Premises prior to the Commencement Date; (b) acts, omissions or negligence of Landlord, and (c) any Environmental Activities occurring in violation of Hazardous Materials Laws, or a Hazardous Materials Claim made with respect to the Premises, as a result of any environmental condition in existence as of the Commencement Date or of any cause other than activities on the Premises during the Term by any Tenant Party. Upon receiving knowledge of any suit, claim or demand asserted by a third party, Tenant shall give Landlord notice of the matter. Landlord shall defend Tenant against such matter at Landlord's sole cost and expense (including, without limitation, Tenant's reasonable attorneys' fees and costs) with legal counsel satisfactory to Tenant. Tenant may elect to defend the matter with its own counsel, and the reasonable fees and costs incurred by Tenant in respect of such counsel shall be borne by Landlord; provided, however, if Tenant elects to defend, Landlord shall be kept informed and Landlord shall have the right to participate and, if desired by Landlord, to negotiate a settlement of any such matter.

24.3 **Guaranty Deposit.** In lieu of a corporate guaranty, in order to assist Landlord in obtaining financing for the construction of the Facility, Tenant agrees to escrow an amount equal to one year of base rent ("**Guaranty Deposit**"). Landlord will use its best efforts to negotiate from its lender a return of a portion of the Guaranty Deposit at each anniversary of the Commencement Date, so long as there is no Event of Default by Tenant then uncured or not waived by Landlord, until fully returned to Tenant. The Guaranty Deposit shall be made on the date Landlord closes on its financing for the construction of the Facility. Tenant agrees that this Guaranty Deposit is in lieu of a corporate guaranty. Except as otherwise provided herein, the Guaranty Deposit shall be non-refundable to Tenant unless either (a) Tenant does not receive its license from IDPH as a result of Landlord's failure to complete its construction obligations with regards to the Project in a manner satisfactory to IDPH (specifically excluding Tenant's failure to complete its obligations pursuant to the Plans and Specifications, if any, as to the construction or furnishing in a manner satisfactory to IDPH) or (b) the Lease is terminated as a result of Landlord Default pursuant to Section 11.2 herein.

25. **Holding Over.** If Tenant shall for any reason remain in possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be a month-to-month tenancy during which time Tenant shall pay as rental each month, 110% of the monthly Rent payable during the month immediately preceding the expiration or earlier termination of this Lease and all other sums, if any, payable by Tenant pursuant to the provisions of this Lease with respect to the Premises. Nothing contained herein shall constitute the consent, express or implied, of Landlord to the holding over of Tenant after the expiration or earlier termination of this Lease, nor shall anything contained herein be deemed to limit Landlord's remedies pursuant to this Lease or otherwise available to Landlord at law or in equity.

26. Estoppel Certificates. Tenant shall, at any time during the Term upon not less than ten (10) business days prior written request by Landlord, execute, acknowledge and deliver to Landlord or its designee a statement in writing, executed by an officer of Tenant, certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that this Lease is in full force and effect as modified, and setting forth such modifications), the dates to which Rent and additional charges hereunder have been paid, and certifying that no default by either Landlord or Tenant exists hereunder or specifying each such default and as to other matters as Landlord may reasonably request.

27. Conveyance by Landlord. If Landlord or any successor owner of the Premises shall convey the Premises, Landlord or such successor owner shall be responsible for all liabilities and obligations of Landlord under this Lease (including the ROFD and ROFR) arising or accruing prior to the date of such conveyance or other transfer, and all such liabilities and obligations arising or accruing following such conveyance or transfer shall be binding upon such successor owner, and Tenant and such successor owner will enter into a commercially reasonable attornment and non-disturbance agreement.

28. Waiver of Jury Trial. Landlord and Tenant hereby waive any rights to trial by jury in any action, proceedings or counterclaim brought by either of the parties against the other in connection with any matter arising out of or in any way connected with this Lease, including, without limitation, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, or any claim or injury or damage relating to the foregoing or the enforcement of any remedy hereunder.

29. Attorneys' Fees. Each party shall be responsible for its own attorneys' fees and costs associated with the negotiation and/or enforcement of this Lease.

30. Severability. In the event any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining portion of this Lease shall nevertheless continue in full force and effect.

31. Counterparts; Facsimile Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any counterpart of this Lease may be executed via facsimile transmission.

32. Binding Effect. Subject to the provisions of Section 23 hereof, this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors in interest and assigns.

33. Waiver and Subrogation. Landlord and Tenant each hereby waive with regard to the other all rights of subrogation which any insurance carrier, or either of them, may have as to the Landlord or Tenant by reason of any provision in any policy of insurance issued to Landlord or Tenant, provided such waiver does not thereby invalidate the policy of insurance.

34. Memorandum of Lease and Option. Landlord and Tenant shall, promptly upon the request of either, enter into a short form Memorandum of Lease and Purchase Option, in form suitable for recording under the laws of the State of Illinois in a similar form and substance as is attached to this Agreement as **Exhibit G** attached hereto and made a part hereof in which reference to this Lease shall be made. The party requesting such recordation shall pay all costs and expenses of preparing and recording such memorandum of this Lease and the Purchase Option.

35. Incorporation of Recitals and Attachments. The recitals and exhibits, schedules, addenda and other attachments to this Lease are hereby incorporated into this Lease and made a part hereof.

36. Titles and Headings. The titles and headings of sections of this Lease are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Lease.

37. Usury Savings Clause. Nothing contained in this Lease shall be deemed or construed to constitute an extension of credit by Landlord to Tenant. Notwithstanding the foregoing, in the event any payment made to Landlord hereunder is deemed to violate any applicable laws regarding usury, the portion of any payment deemed to be usurious shall be held by Landlord to pay the future obligations of Tenant as such obligations arise and, in the event Tenant discharges and performs all obligations hereunder, such funds will be reimbursed to Tenant upon the expiration of the Term. No interest shall be paid on any such funds held by Landlord.

38. Survival of Representations, Warranties and Covenants. All of the obligations, representations, warranties and covenants of Landlord and Tenant under this Lease shall survive the expiration or earlier termination of the Term, including, without limitation, Tenant's obligations to pay Rent and other sums under this Lease following the occurrence of an Event of Default and the termination of this Lease pursuant to Section 10.2.2 hereof.

39. Interpretation. Both Landlord and Tenant have been represented by counsel and this Lease has been freely and fairly negotiated. Consequently, all provisions of this Lease shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

41. Entire Agreement. This Lease, and the agreements and Exhibits referenced or incorporated herein, constitute the entire agreement between the parties regarding the Premises, supersedes all prior written and or oral agreements and understandings between the parties, and may not be amended, changed or modified except in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement on the date first indicated above.

TENANT:

OJCC Realty, LLC,
an Illinois limited liability company

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

LANDLORD:

MS Springfield, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc., its Manager

By: _____
Paul Ezekiel Turner, President

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By: _____
Paul Ezekiel Turner, President

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EXHIBIT A

LEGAL DESCRIPTION

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

EXHIBIT B

PLANS AND SPECIFICATIONS

[To be attached.]

EXHIBIT C

BUDGET

[To be attached.]

EXHIBIT D

DEVELOPER RESPONSIBILITIES

a) Arrange for architectural design within the scope of Certificate of Need approval as granted by Illinois Health Facilities Planning Board, based on desires and input of Tenant, for the Project, negotiate and contract with the Project architect, civil engineer and other third-party service firms as required;

b) Arrange for plans and specifications for the Project (the "Plans and Specifications") to be prepared and submitted to Tenant for approval;

c) Prepare a list of roles and responsibilities between Developer and Tenant so each is aware of its functions throughout the Project;

d) Prepare and submit a Project budget (the "Budget") to Tenant for approval;

e) Review the Budget and the Plans and Specifications periodically and make recommendations to Tenant regarding any necessary modifications thereto and allow Tenant input as to Plans and Specifications and modifications thereto;

f) Identify and secure construction financing for the Project in an amount sufficient to fund the construction of the Project pursuant to the Budget and in accordance with the Plans and Specifications;

g) Serve as liaison for the Tenant throughout the construction of the Project and the warranty period following the construction phase;

h) Obtain all necessary State and local approvals/permits required both during pre-construction and post-construction activities; pre-Construction approvals will include obtaining building permits on behalf of Tenant for the Project, while post-construction approvals will include scheduling all necessary inspections to obtain certificate of occupancy (or its equivalent in Illinois), and then work with Tenant to schedule any state inspections to obtain the "authorization to occupy";

i) Cause the Project to be completed (the "Completion Date") in a manner consistent with good workmanship and in accordance with (i) the Plans and Specifications, (ii) the Budget, (iii) all obligations of Tenant under the construction financing documents, and (iv) all municipal, state and other governmental laws, ordinances and regulations governing the construction of the Project and the use thereof for its intended purposes;

j) Obtain a fixed price construction contract (the "Construction Contract") in an amount not to exceed the amount provided for in the Budget from a reputable contractor ("Contractor"), and monitor compliance by Contractor with the Construction Contract;

k) Make available to Tenant upon request copies of all contracts, subcontracts, option agreements, financing commitments, surveys, budgets, plans and specifications, or other items prepared or obtained by Developer;

l) Perform, or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to (i) administration and supervision of the activities of Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project, (ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Completion Date, and supervision of the scheduling of construction in conformity with such construction schedule, (iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for defects in construction to assure compliance with the Plans and Specifications, and supervision of correction of any and all defects noted pursuant to such inspection, and (iv) processing and payment of applications for progress payments made by Contractor, including verification of such applications against the progress of construction as indicated by the periodic inspection;

m) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders and similar documents as are necessary to complete timely the construction of the Project in accordance with the Budget and the Plans and Specifications;

n) Maintain, or cause to be maintained, builders risk, contractor's liability and workers' compensation insurance required by law with Tenant named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes;

o) Keep, or cause to be kept, separate Project accounts and cost records and prepare and furnish upon request financing and progress reports and statements with respect to the construction of the Project;

p) Meet all requirements for obtaining and maintaining all necessary certificates of occupancy and use permits for all of the apartment units in the Project;

q) Do, or cause to be done, any and all things in and about the Project pertaining to the construction thereof as are generally and customarily performed by a developer;

r) Provide Operating and Maintenance manuals for the facility as well as warranty information on all work and equipment supplied by Developer throughout the construction phase of the Project; and

s) Deliver to Tenant copies of all inspection reports and applications for payments given to the construction lender.

EXHIBIT E

FACILITY REPORTS

1. Annual Facility Budget not later than 60 days prior to the beginning of each fiscal year.

2. Annual Capital Expenditures Certificate – within 60 days after the end of each fiscal year; if requested, additional support for capital expenditures within 30 days after Landlord's request.

3. Annual Financial Statement of the Facility – within 90 days after the end of each calendar year.

4. If applicable, and upon request of Landlord, Medicaid cost reports for the Facility within five days after filing of the report with the State agency, and with respect to surveys with a G tag or higher, any State and federal health care survey and inspection reports, inspector exit interview notes and report, plans of correction, re-survey reports, evidence of annual license renewal, HIPDB adverse action report, notice of any investigation, inspection or survey by licensing authorities, notice of licensure deficiencies or admissions ban, issuance of a provisional or temporary license and all correspondence regarding any of the foregoing for each Facility – within one Business Day after receipt by Tenant.

5. Real estate taxes. Copy of official receipt or other satisfactory evidence of payment – within 30 days after the due date.

6. Certificate of insurance renewal, current Certificate of Compliance from insurance agent and evidence of payment of premium – at least 30 days prior to the expiration of each policy.

EXHIBIT F

APPRAISAL METHOD

In the event of a complete taking of the Property, an appraisal shall be conducted by an appraiser who is: (a) qualified; (b) independent of the parties, and (c) mutually agreed to by the parties. An appraiser shall be deemed to be independent if neither the appraiser nor any principal thereof has a direct or indirect relationship to, or affiliation with, either of the parties or their respective principals nor, within the past three (3) years, has performed services for either of the parties or their principals. Notwithstanding the foregoing, an appraiser not meeting the definition of "independent" may be selected if, prior to such selection, the party with or through whom the appraiser has or had the relationship or affiliation or for whom the appraiser performed services shall have fully disclosed in writing to the other party the details of such relationship, affiliation and/or services and, with full knowledge of such facts, the parties shall have agreed on such appraiser.

If the parties shall not, within a reasonable period of time, agree on an appraiser, each party shall select a qualified, independent appraiser which shall conduct an appraisal and issue a professional opinion with respect to the percentage by which Rent should be reduced based on the taking. If the determinations of the two appraisers would result in Rent payments within the range of five percent (5%) of each other, the new Rent shall be the mean of the determinations made by the two appraisals. Otherwise, the two appraisers shall agree on a third mutually-acceptable, qualified, independent appraiser, whose determination shall be final with respect to the new Rent amount if such determination would result in Rent payments within a range of five percent (5%) of those of either of the first two appraisers. Otherwise, the new Rent shall be the rent resulting from calculating the mean of the two closest determinations. Any Rent reduction shall be effective retroactively from the date of the taking.

In calculating the percent by which Rent should be abated, the appraisers shall take into account all factors resulting from the taking which shall or could impact Tenant's use of the Property, including, among others, the number of patient rooms no longer available, facilities for administrative, office, auxiliary or support services which have been lost or whose utility has been reduced, parking spaces lost or whose utility has been reduced, reduced usefulness of any remaining facilities, costs (if any) to be borne by Tenant to cause services of facilities to be reinstated (to the extent possible) to the degree, quality and utility to which they were available prior to the taking, and such other factors as the appraiser, in its professional opinion, deems relevant.

If one appraiser is used, its costs and fees will be borne equally by the parties. If two appraisers are used, the costs and fees of each appraiser will be borne by the party by which it was selected. If three appraisers are used, the costs and fees of each of the first two appraisers will be borne by the party by whom it was selected and the costs and fees of the appraiser selected by the first two appraisers will be borne equally by the parties.

EXHIBIT G

MEMORANDUM OF LEASE AND OPTION

The undersigned parties (hereinafter referred to separately as "Landlord" and "Tenant") hereby set forth certain terms of the Lease Agreement entered into between them, dated_____, 2010 (the "Lease").

Section 1. Name and Mailing Address of Landlord. The name and mailing address of Landlord is MS Springfield, LLC, 109 West Jackson Street, PO Box 767, Cicero, Indiana 46034.

Section 2. Name and Mailing Address of Tenant. The name and mailing address of Tenant is OJCC Realty, LLC, 7444 Long Avenue, Skokie, Illinois 6007.

Section 3. Common Address and Legal Description. The leased premises consist of the real property located at _____, Springfield, Illinois _____, the legal description of which is attached hereto as Exhibit A, and improvements now or hereafter erected or located thereon (collectively, the "Leased Premises").

Section 4. Option. Subject to the terms of the Lease, the Landlord has granted the Tenant a Right of First Discussion and Right of First Refusal to purchase the Leased Premises.

Section 5. Other Agreements. The additional terms and conditions set forth on Exhibit B attached hereto and incorporated herein constitute additional agreements between Landlord and Tenant which are included in the Lease.

LANDLORD:	TENANT:
MS SPRINGFIELD, LLC	**OJCC REALTY, LLC**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ the _____ of MS Springfield, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Memorandum of Lease and Option for and on behalf of said limited liability company.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2010.

My Commission Expires:

_____ _____
Notary Public

My County of Residence:

_____ _____
Printed

STATE OF ILLINOIS)
) SS:
COUNTY OF_____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of OJCC Realty, LLC, a _____limited liability company, who acknowledged execution of the foregoing Memorandum of Lease and Option for and on behalf of said limited liability company.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2010.
My Commission Expires:

_____ _____
Notary Public

My County of Residence:

_____ _____
Printed

This instrument was prepared by and after recording should be returned to: Christopher J. Lukaart, Esq., MS Springfield, LLC, 109 W. Jackson St., PO Box 767, Cicero, Indiana 46034

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Christopher J. Lukaart, Esq.

EXHIBIT A
TO
MEMORANDUM OF LEASE AND OPTION

EXHIBIT B
TO
MEMORANDUM OF LEASE AND OPTION

Additional Terms and Conditions

TERM:	Fifteen (15) years, commencing [TBD] and expiring on [TBD].
RENEWAL OPTIONS:	Two (2) renewal term periods of five (5) years.
ADDITIONAL PROVISIONS:	To the extent of any conflicts between the terms and provisions of this Memorandum of Lease and the terms and provisions of the Lease, the terms and provisions of the Lease shall prevail.

A

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") is entered into as of October 19, 2011 by and between **MS Springfield, LLC**, an Indiana limited liability company ("**Landlord**"), and **OJCC Realty, LLC**, an Illinois limited liability company ("**Tenant**").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement, dated as of July 28, 2010 (the "**Lease**"), pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, that certain real property located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois (the "**Real Property**") and a 75-bed nursing facility to be constructed on the Real Property (the "**Facility**"); and

WHEREAS, the parties hereto now desire to amend the Lease as provided herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 4. Section 4 shall be amended by inserting, immediately after Section 4.9, a new Section 4.10 as follows:

> **4.10 Insurance Coverage Prior to Commencement Date.** Tenant's requirement to maintain the insurance described in the preceding paragraphs of this Section 4 is effective beginning as of the Commencement Date. From the date of the closing of the financing from Town and Country Bank to Landlord for the construction of the Facility until the Commencement Date, Landlord shall cause Tenant to be included as a loss payee on its builder's risk insurance policy, and shall cause Tenant to be included as an additional insured on general liability insurance carried by Landlord or by the entity with which Landlord contracts to construct the Facility, affording Tenant protection of not less than One Million Dollars ($1,000,000) for bodily injury or death to any one person, not less than One Million Dollars ($1,000,000) for any one accident, not less than One Million Dollars ($1,000,000) for property damage, and not less than Three Million Dollars in the aggregate. Satisfactory insurer certificates evidencing the existence of the insurance required by this Lease and showing the interest of Tenant shall be provided to it as of the closing of the financing for the construction of the Facility or, for a renewal policy, not less than ten (10) days prior to the expiration date of the policy being renewed. Landlord shall also provide Tenant an updated or duplicate certificate within ten (10) days of Tenant's demand. Landlord shall provide Tenant immediate notice of any interruption in insurance or of Landlord's failure to pay timely any premium due on any policy of insurance. If Tenant is provided with a certificate, it may demand that Landlord provide a complete copy of the related policy within ten (10) days.

2. Section 18. Section 18 shall be amended by adding the following at the end of Section 18:

> Further, to the extent Tenant makes any payment of Rent or other amounts to a lender (or jointly to Landlord and any such lender) pursuant to the terms of any Encumbrance or other refinancing Landlord obtains with respect to the Premises, or otherwise performs obligations of Tenant under the Lease for the benefit of any such lender, then such payment or performance made by Tenant shall also be deemed to have been made to or for the benefit of Landlord for the purpose of determining Tenant's compliance with the provisions of the Lease.

3. Section 24.3. Section 24.3 shall be amended as follows:

a. Delete the first sentence of Section 24.3 in its entirety and replace it with the following:

> In lieu of a corporate guaranty, in order to assist Landlord in obtaining financing for the construction of the Facility, Tenant agrees to escrow $1,050,000 ("**Guaranty Deposit**).

b. Delete the last sentence of Section 24.3 in its entirety and replace it with the following:

> Except as otherwise provided herein, or if Tenant does not receive its license from IDPH as a result of Landlord's failure to complete its construction obligations with regards to the Project in a manner satisfactory to IDPH (specifically excluding Tenant's failure to complete its obligations pursuant to the Plans and Specifications, if any, as to the construction or furnishing in a manner satisfactory to IDPH), in which event Landlord shall return the Guaranty Deposit to Tenant, the Guaranty Deposit shall be non-refundable to Tenant until the expiration of the Initial Term and any Renewal Terms for which Tenant exercises its right to extend the then-current Term or upon earlier termination of the Lease in accordance with the other Terms of this Lease, at which time Landlord shall return the Guaranty Deposit to Tenant.

4. Exhibit F. Delete Exhibit F in its entirety and replace it with the "Exhibit F" attached to this Amendment.

5. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Lease shall remain in full force and the Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

Remainder of this page left intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the date first written above.

TENANT:

OJCC Realty, LLC,
an Illinois limited liability company

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

LANDLORD:

MS Springfield, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc., its Manager

By: _____
Paul Ezekiel Turner, President

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the date first written above.

TENANT:

OJCC Realty, LLC,
an Illinois limited liability company

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

LANDLORD:

MS Springfield, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc., its Manager

By: _____
Paul Ezekiel Turner, President

EXHIBIT F

APPRAISAL METHOD

In the event of a complete taking or condemnation of the Premises, an appraisal shall be conducted by an appraiser who is: (a) qualified; (b) independent of the parties, and (c) mutually agreed to by the parties. An appraiser shall be deemed to be independent if neither the appraiser nor any principal thereof has a direct or indirect relationship to, or affiliation with, either of the parties or their respective principals nor, within the past three (3) years, has performed services for either of the parties or their principals. Notwithstanding the foregoing, an appraiser not meeting the definition of "independent" may be selected if, prior to such selection, the party with or through whom the appraiser has or had the relationship or affiliation or for whom the appraiser performed services shall have fully disclosed in writing to the other party the details of such relationship, affiliation and/or services and, with full knowledge of such facts, the parties shall have agreed on such appraiser.

If the parties shall not, within a reasonable period of time, agree on an appraiser, each party shall select a qualified, independent appraiser which shall conduct an appraisal and issue a professional opinion with respect to the allocation between Landlord and Tenant of the award payable upon such taking or condemnation by the taking authority. If the determinations of the two appraisers would result in an allocation within the range of five percent (5%) of each other, the allocation shall be the mean of the determinations made by the two appraisals. Otherwise, the two appraisers shall agree on a third mutually-acceptable, qualified, independent appraiser, whose determination shall be final with respect to the allocation of the award between Landlord and Tenant if such determination would result in an allocation of such award within a range of five percent (5%) of those of either of the first two appraisers. Otherwise, the allocation of such award shall be the allocation resulting from calculating the mean of the two closest determinations.

In calculating the allocation between Landlord and Tenant of the award from the taking authority, the appraisers shall take into account all factors resulting from the taking which shall or could impact the revenues and expenses that Tenant and Landlord would have received or incurred, as applicable, in the absence of such taking or condemnation, and such other factors as the appraiser, in its professional opinion, deems relevant.

If one appraiser is used, its costs and fees will be borne equally by the parties. If two appraisers are used, the costs and fees of each appraiser will be borne by the party by which it was selected. If three appraisers are used, the costs and fees of each of the first two appraisers will be borne by the party by whom it was selected and the costs and fees of the appraiser selected by the first two appraisers will be borne equally by the parties.

4. Purchase Price. The Purchase Price for the Facility shall be One Million One Hundred Ninety-Eight Thousand and One and No/100 Dollars ($1,198,001.00) (the "Purchase Price") in immediately available funds on the Closing Date. The Option Payment shall be credited against the Purchase Price at the Closing.

5. Optionor Pledge. Contingent upon, and concurrent with, the delivery of the Option Payment, Optionor agrees to the following items to aid Optionee in obtaining financing for the Project:

(a) Optionor agrees to mortgage the Property to a lender of Optionee providing financing to Optionee for the Option Payment and construction of a nursing home facility on the Real Estate ("Lender"). In conjunction with such pledge, Optionor agrees to deliver a mortgage on the Property and will execute such other documentation as is reasonably requested by Lender to give Lender a first security lien on the Property, in such form as is reasonably agreed to by Optionor and Lender.

(b) As security for Optionee and Lender, Optionor agrees to escrow certain executed documents through the closing of the Purchase and the parties agree to enter into an escrow agreement in a similar form and substance as is attached to this Agreement as Exhibit B attached hereto and made a part hereof ("Escrow Agreement"). The Escrow Agreement will reflect that these items shall be released upon a default under the terms of this Agreement or a failure to close by Optionor:

i. **Permit**. Optionor and Operator currently hold the Permit, and to assure Optionee's Lender that they will not attempt to move the Permit and operate at another location, Optionor and Operator agree to enter into an assignment of the Permit to Optionee in the form attached to this Agreement as Exhibit C and made a part hereof ("Assignment").

ii. **Equity Interest in Optionor.** As the members of Optionor, Benjamin Klein, Brian Levinson and Mark Shapiro shall each assign his membership interest in Optionor to Optionee (collectively the membership interests hereafter shall be referred to as the "Membership Interest") pursuant to the terms of the membership assignment agreement in the form attached to this Agreement as Exhibit D and made a part hereof ("Membership Assignment").

(c) Subject to the terms and conditions as set forth in the Lease, in lieu of executing a corporate guaranty of the Lease, Optionor, as the tenant under the Lease, agrees to deposit and escrow an amount equal to one (1) year of rent as additional security for tenant payments under the Lease.

6. Closing. On the Closing Date, Optionor shall issue, or cause the issuance of, a recordable Special Warranty Deed (the "Deed") conveying merchantable title, which Deed shall convey the Real Estate to Purchaser, or its nominee, subject only to the matters set forth on Exhibit E attached hereto and made a part hereof ("Permitted Exceptions"), and such real estate taxes, special assessments or taxes arising after the date hereof. Optionor and Purchaser shall also execute and deliver such other documents as are usual and customary in connection with the sale and purchase of a nursing home facility and to effect the transfer of the Personal Property to the Optionee, including without limitation, Bill of Sale, FIRPTA, ALTA Statement, Assignment of Intangible Property, Transfer Tax Declarations and Closing Statement. Closing shall take place through a standard form of deed and money escrow with such provisions as are necessary to comply with the terms hereof, to be established by Optionor and Purchaser, and/or their respective attorneys, with the title insurer issuing the commitment required by Paragraph 7 hereof. The cost of the escrow shall be split evenly between the parties.

7. Title. Within five (5) days after receipt of notice from Optionee that it has received its commitment for financing for the construction of the improvements on the Property, Optionor will order a current commitment for a title insurance policy to be issued in the amount of the Purchase Price showing title vested in Optionor (the "Title Commitment"), and containing extended coverage over any general exceptions and such additional endorsements as reasonably requested by Purchaser or its lender including zoning, survey, access, tax parcel identification, location, comprehensive and contiguity, subject only to the Permitted Exceptions, general real estate taxes, any special assessments or taxes or exceptions arising after the date hereof. On the Closing Date, Optionor will cause the issuance of the title policy described above. Optionee shall pay the cost of the above described policy.

8. Prorations. Real estate taxes, assessments, utilities and other customarily proratable items shall be prorated between the parties as of the date hereof. There shall be no other prorations unless specifically set out in this Agreement.

9. Intentionally Omitted.

10. Transfer Tax. Optionee shall pay the amount of any stamp tax imposed by state and/or county law on the transfer of the title and shall furnish a completed real estate transfer declaration signed by the Optionor or Optionor's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois if then in effect. Any local transfer tax obligation shall be paid by Optionee.

11. No Representation. Optionee acknowledges that it has reviewed all relevant data regarding the Real Estate and Personal Property, that it has relied on no representations of Optionor or any other party with regard to this Agreement or the execution hereof and that the prior negotiations between the parties or any representations with respect thereto shall in no way affect this Agreement or any of the provisions of this Agreement, and acknowledges that the purchase of the Facility shall be "AS IS" and "WHERE IS".

12. Intentionally Omitted.

13. Optionor's Failure to Close. In the event that Optionee exercises the Purchase Option and does not close its purchase of the Facility due solely to Optionor's failure to comply with the terms of this Agreement, Optionor's inability to deliver title to the Facility as required hereunder, or Optionor's refusal to comply with any requirement set forth in Paragraph 5 of this Agreement, Optionee shall have the right of specific performance and the items being held in escrow shall be released to Optionee.

14. Term. This Agreement shall terminate and the parties to this Agreement shall have no further obligations to each other if Optionee has not closed on the financing for the Project within one (1) year of the date of this Agreement.

15. Restrictions on Assignment. Optionee may only assign, transfer, sell or assign this Purchase Option with the prior written consent of Optionor. Such transfer, assignment or sale shall not constitute a waiver by Optionor of any of its rights with respect to requiring that any other transfer, assignment or sale be in strict compliance with the provisions of this paragraph. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

16. Time is of the Essence. Time is of the essence with respect to all dates designated herein and in Optionee's notice of exercise of the Purchase Option.

17. Attorneys' Fees in the Event of Litigation. Except as provided otherwise in this Agreement, in the event any dispute between the parties hereto results in litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

20. Notices. All notices, demands or requests which may or are required to be given by either party to the other shall be deemed adequately given only if in writing and (i) personally delivered; or (ii) sent by a nationally-recognized overnight courier service; or (iii) sent by certified United States mail, postage prepaid, return receipt requested, or (iv) sent by e-mail or facsimile transmission, to the party or parties for whom such notices are intended. A written notice shall be deemed received (i) when delivered in person; (ii) on the next business day immediately following the day sent by overnight courier; (iii) on the third (3rd) business day following the day sent by certified mail and (iv) upon receipt by e-mail or facsimile transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (i)-(iii)). A written notice shall also be deemed received on (i) the date delivery shall have been

refused at the address required by this Agreement; or (ii) with respect to notices sent by United States mail but not delivered, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement or which any party desires to give to another shall be addressed as follows:

If to Optionor:

OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attn: Benjamin M. Klein
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

If to Optionee:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: General Counsel
Facsimile: (317) 420-0206
Email: CLukaart@mainstreetcap.net

With a copy to:

Abraham A. Gutnicki, Esq.
Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard, Suite 100
Skokie, Illinois 60077
Facsimile: (847) 933-9285
Email: agutnicki@aaglaw.net

or if written notification of a change of address has been sent, to such other party and/or to such other address as may be designated in that written notification. Notices from Optionor or from counsel to Optionor shall for all purposes hereunder constitute notice from Optionor. Notices from Optionee or from counsel to Optionee shall for purposes hereunder constitute notice from Optionee.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereby have executed this Option Agreement on the date first indicated above.

OPTIONOR:

OJCC REALTY, L.L.C.

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

OPTIONEE:

MS SPRINGFIELD, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereby have executed this Option Agreement on the date first indicated above.

OPTIONOR:

OJCC REALTY, L.L.C.

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

OPTIONEE:

MS SPRINGFIELD, LLC

By: _____
Name: Paul Ezekiel Turner
Its: CEO

Exhibit A

LEGAL DESCRIPTION

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

Exhibit B

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of _____, 2010, by and among MS SPRINGFIELD ("MS"), an Indiana limited liability company, OJCC REALTY, LLC ("OJCC") an Illinois limited liability company, BENJAMIN KLEIN, BRIAN LEVINSON and MARK SHAPIRO (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as "Members"), and _____("Escrow Agent").

WHEREAS, MS and OJCC have entered into that certain Option Agreement of even date hereof ("Option Agreement") for the purchase of the real estate and improvements located at 3089 Old Jacksonville Road, Springfield, Illinois 62704 (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, upon the exercise of the option to purchase by MS and subsequent purchase of the Property by MS pursuant to the provisions of the Option Agreement, MS will lease the Property to OJCC upon the terms and conditions set forth in the Lease Agreement of even date hereof;

WHEREAS, MS will develop the Property and oversee the construction of a nursing facility on the Property (the "Project") on behalf of OJCC pursuant to the terms of the Lease Agreement and will obtain the construction financing for the Project;

WHEREAS, Pursuant to the terms of the Option Agreement, as security for MS, the Members shall deposit into escrow an executed assignment of their membership interest in OJCC to MS (the "Agreement to Assign Membership Interest") and OJCC shall deposit into escrow an executed assignment of the Certificate of Need for the Property (the "Permit") by OJCC and OJCC, LLC, an Illinois limited liability company ("Operator") to MS (the "Assignment of Permit");

WHEREAS, MS, the Members and OJCC desire for Escrow Agent to receive and retain the Agreement to Assign Membership Interest and the Assignment of Permit in escrow and to release such documents pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MS, OJCC, the Members, and Escrow Agent hereby agree as follows:

1. Appointment. MS and OJCC hereby constitute and appoint Escrow Agent as, and Escrow Agent hereby agrees to assume and perform the duties of, Escrow Agent under and pursuant to this Agreement.

2. Escrow Documents. Upon execution of this Escrow Agreement, the parties shall deliver to Escrow Agent a fully executed Agreement to Assign Membership Interest and a fully executed Assignment of Permit (the "Escrow Documents"). Promptly upon receipt of an invoice therefor, MS shall pay Escrow Agent any standard escrow fee charged by Escrow Agent, which escrow fee is estimated by Escrow Agent to be [and will not exceed _____Dollars ($-0-)].

3. Disbursement. The failure of OJCC to comply with any of the requirements set forth in the Option Agreement, which requirements include but are not limited to providing a mortgage on the Property to MS's lender of financing for construction of the Project, and the failure to close on the purchase of the Property for any reason other than a default by MS, shall not constitute a default of this Agreement, but will constitute authorization for MS to instruct the Escrow Agent to release the Escrow Documents to MS. OJCC and the Members shall then be obligated to comply with the requirements of such Escrow Documents. Under no circumstances other than (a) a default by MS under the Option Agreement, or (b) the end of the Term of this Escrow Agreement as set forth herunder in Section 4 below, shall the Escrow Agent release the Escrow Documents to OJCC.

4. Escrow Agent.

(a) Escrow Agent shall not be required to determine any questions of law. MS and OJCC agree to jointly and severally indemnify and hold Escrow Agent harmless from all claims and liabilities resulting from its actions as Escrow Agent hereunder, except for gross negligence, willful or wanton misconduct, or a default by Escrow Agent hereunder.

(b) In the event a dispute arises as to the Escrow Documents or the disbursement of the same which is not resolved to Escrow Agent's reasonable satisfaction within thirty (30) days of written notice from any party hereto to the other parties that such a dispute exists, Escrow Agent is authorized to release the Escrow Documents to a court of competent jurisdiction and to file an action of interpleader or other appropriate legal proceedings in order to determine title to the Escrow Documents.

(c) If Escrow Agent receives or becomes aware of any conflicting demands or claims with respect to the Escrow Documents or the rights of MS, OJCC or the Members thereto, Escrow Agent shall have the right to maintain the Escrow Documents in escrow in accordance with the terms hereof until the conflict is resolved to its reasonable satisfaction or to commence legal proceedings in accordance with Section 4(b) above.

(d) If Escrow Agent is required to respond to any legal summons or proceedings in connection with its services pursuant to this Agreement, or if any action of

interpleader or declaratory relief is brought by Escrow Agent in connection with its services pursuant to this Agreement, or if conflicting demands or notice by parties to this Agreement or by any other party or parties are served upon Escrow Agent, the undersigned jointly and severally agree to pay all reasonable escrow fees, costs, and expenses (including reasonable attorneys' fees) expended or incurred by Escrow Agent as a result of the occurrence of any of the above described events. The undersigned further agree to save Escrow Agent harmless, as escrow holder under this Escrow Agreement, from all losses and expenses, including reasonable attorneys' fees and court costs, incurred by reason of any claim, demand, or action filed with respect to this Agreement, except for gross negligence, willful or wanton misconduct or omission, or default hereunder by Escrow Agent.

(f) Escrow Agent shall not be controlled, limited, or bound by any provisions contained in any other agreement or document between the parties hereto or between them individually or collectively and any other person. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth herein, to hold and disburse the Escrow Funds under the conditions as set forth herein. Escrow Agent shall act in good faith using its best judgment.

5. Term. The term of this Agreement shall be from and after the date of this Agreement to and including the earliest to occur of (i) the release the Escrow Documents to MS pursuant to Section 3 above, (ii) the closing of the purchase of the Property pursuant to the Option Agreement, or (iii) the termination hereof by written agreement of all the parties hereto. Upon the end of the term of this Agreement, this Agreement shall automatically terminate, no further writing shall be required to effectuate such termination, and unless the Escrow Documents have been released to MS pursuant to Section 3 of this Agreement, the Escrow Documents shall be returned by Escrow Agent to OJCC.

6. Notice. Any notice, request, demand, approval, or consent given or required to be given hereunder, except as otherwise specifically provided herein, shall be in writing and shall be deemed as having been given upon delivery by hand, the day after deposit with a nationally recognized overnight courier service, or three (3) business days after the same has been mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the party to whom such notice, request, demand, approval, or consent is required to be given, at the addresses stated below or such substituted address or person as such party has given to the others in writing.

If to MS:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: Christopher J. Lukaart
Facsimile: 317-420-0206
Email: clukaart@mainstreetcap.net

If to OJCC: OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attn: Benjamin M. Klein
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

With a copy to: Abraham A. Gutnicki, Esq.
Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard, Suite 100
Skokie, Illinois 60077
Facsimile: (847) 933-9285
Email: agutnicki@aaglaw.net

If to Escrow Agent: _____
_____
_____
_____

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof; provided, however, that this Agreement is not intended to supersede the Option Agreement or the rights and obligations of the parties thereunder.

9. Amendment. This Agreement may not be amended, modified, altered, or supplemented, except by a written agreement executed by all the parties hereto.

10. Headings. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

11. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

13. Attorneys' Fees. Except as otherwise set forth herein, each party hereto shall pay the other party's reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) in connection with such other party successfully enforcing (whether by lawsuit or whether by settlement before or after any lawsuit is filed) any covenants or provisions of this Agreement.

14. Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

15. Certain References. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine, or neuter genders herein shall include any other gender, as the context requires. The terms "Section" or "Sections" shall refer to the Sections of this Agreement, unless indicated otherwise.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

17. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Member

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

[Escrow Agent]_____

By:_____

Printed:_____

Title:_____

Exhibit C

ASSIGNMENT

ASSIGNMENT
OF
PERMIT

THIS ASSIGNMENT OF PERMIT (this "Assignment") is entered into effective as of the _____ day of _____, 2010, by and between OJCC Realty, LLC, an Illinois limited liability company ("Realty") and OJCC, LLC, an Illinois limited liability company ("Operator", collectively with Realty, "Assignor") and MS SPRINGFIELD, LLC, an Indiana limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Realty is the owner of the real estate located at 3089 Old Jacksonville Road, Springfield, Illinois 62704, and the improvements located thereon (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, Assignor holds the Certificate of Need issued pursuant to the Illinois Health Facilities Planning Act (20 ILCS 3960) (the "Permit"), and in accordance with which only Assignor is allowed to develop and operate a nursing home facility on the Real Estate;

WHEREAS, Assignor and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of _____, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey its interest in the Permit (the "**Permit Interest**"), and whereas the Assignee desires to accept the Permit Interest; and

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Permit Interest. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the Permit.

2. Representations of Assignor. Assignor hereby represents that the Permit is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Permit. Assignor further represents that the Permit will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Permit in accordance with the terms of this Assignment.

4. Future Cooperation. Assignor agrees to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, consents or other documents as may be reasonably requested by Assignee or required by the Illinois Health Facilities Planning Board for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

6. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

8. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Member

OJCC, LLC

By:_____
Printed:_____
Title:_____

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit D

MEMBERSHIP ASSIGNMENT

AGREEMENT TO ASSIGN
MEMBERSHIP INTEREST
IN
OJCC REALTY, LLC
(An Illinois Limited Liability Company)

This AGREEMENT TO ASSIGN MEMBERSHIP INTEREST (this "**Assignment**") is made and entered into to be effective as of_____, 2010 (the "**Effective Date**"), by and between BENJAMIN KLEIN, BRIAN LEVINSON AND MARK SHAPIRO (collectively, the "**Assignor**") and MS SPRINGFIELD, LLC (the "**Assignee**").

WHEREAS, Benjamin Klein owns a 70% membership interest in OJCC Realty, LLC, an Illinois limited liability company (the "**Company**"), pursuant to the Operating Agreement of the Company ("**Operating Agreement**");

WHEREAS, Brian Levinson owns a 20% membership interest in the Company, pursuant to the Operating Agreement;

WHEREAS, Mark Shapiro owns a 10% membership interest in the Company, pursuant to the Operating Agreement; and

WHEREAS, The Company and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of _____, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey his entire membership interest (the "**Membership Interest**") in the capital, profits, and losses of the Company to Assignee, and whereas the Assignee desires to accept the Membership Interest and the capital, profits, and losses allocable to the Membership Interest.

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Membership Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees to execute and deliver the Assignment attached hereto as ***Exhibit A***, pursuant to which Assignor shall transfer, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Membership Interest, free and clear of all liens, encumbrances, security interests, claims, or options of any kind or nature but without any other warranties or representations, except as set forth herein and in the Option Agreement.

2. Representations of Assignor. Assignor hereby represents that the Membership Interest is owned by Assignor free and clear of any liens, encumbrances, security interests,

claims, or options, and constitutes Assignor's entire interest in the Company. Assignor further represents that the Membership Interest will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature. Assignor makes no other warranties regarding the Membership Interest.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Membership Interest in accordance with the terms of this Assignment.

4. Waiver of Transfer Restrictions and Requirements. To the extent any provisions in the Agreement of the Company set forth any requirements or procedures regarding the transfer of membership interests in the Company, including but not limited to any required vote of the members or delivery of opinions or certificates prior to a transfer, the parties hereto agree that such provisions and requirements are hereby waived.

5. Future Cooperation. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested by the other party for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

7. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

9. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor"), hereby assigns his entire membership interests, comprising _____% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

_____

Assignee hereby accepts the transfer of _____% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit E

PERMITTED EXCEPTIONS

1. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes, including but not limited to that portion dedicated for public roadway by Document No. 225264, recorded December 3, 1947. (For further particulars, see record.)

2. Easement recorded July 6, 1955 as Document No. 261068 in favor of Central Illinois Light Company with rights as therein contained. (For more particulars see record.) (Affects West 5 feet of the South 165 feet. Assigned to the City of Springfield, by Document No. 515381, recorded May 26, 1971 – (For further particulars, see record.))

3. Terms, provisions and conditions contained in Reciprocal Easement for Sewer line, recorded June 8, 1990, as Document Number 90J14655. (Affects the South 15 feet of the North 205 feet). (For further particulars, see record.)

4. Easement recorded June 8, 1990 as Document No. 90J014709 in favor of City of Springfield with rights as therein contained. (For more particulars see record.) (Affects the South 15 feet of the North 190 feet - (For more particulars see record.)

5. Easement recorded December 5, 2003 as Document No. 2003R85080 in favor of Hope Venture, LLC, an Illinois limited liability company, its successors and/or assigns with rights as therein contained. (For more particulars see record.).

6. Building set back lines, easements, access limitations and height restrictions shown by ALTA/ACSM Survey made by Richard Tonellato, Illinois Professional Land Surveyor of Greene & Bradford, Inc. dated October 13, 2008, Project No. 08-197, Computer File No. 08197ALTTA.dwg.

A

SUBLEASE

This SUBLEASE ("Sublease") is entered into effective as of October 19, 2011 by and between OJCC Realty, LLC, an Illinois limited liability company ("Landlord"), as sublessor, and OJCC, LLC, an Illinois limited liability company ("Tenant"), as sublessee.

Recitals

A. MS Springfield, LLC, an Indiana limited liability company ("Lessor") owns certain tracts of land, which are to be improved with the construction of a 75 bed nursing facility located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois, as well as any other structures located thereon, all as more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter, collectively referred to as the "Demised Premises").

B. Lessor owns the furnishings, furniture, machinery and equipment used in or about the Demised Premises, together with all replacements, modifications, alterations and additions thereto, but expressly excluding any vehicles owned or leased by Landlord or Tenant and any personal property owned by the residents of the Facility (hereinafter, collectively referred to as the "Personal Property").

C. Landlord, as lessee, entered into a lease ("Prime Lease") dated as of the date hereof, with Lessor, pursuant to which Lessor intends to lease to Landlord and Landlord intends to lease from Lessor, the Demised Premises and the Personal Property.

D. Landlord desires to sublease to Tenant and Tenant desires to sublease from Landlord the Demised Premises and the Personal Property on the terms and conditions hereinafter set forth.

Agreements

For and in consideration of the Recitals set forth above (which are by this reference made a part of this Sublease), and the covenants and agreements set forth below and other valuable consideration, Landlord hereby subleases the Demised Premises and the Personal Property to Tenant and Tenant hereby subleases the Demised Premises and Personal Property from Landlord under the following terms and conditions:

1. Governing Instruments.

a. The relationship between Landlord, as sublessor, and Tenant, as sublessee, shall in all respects be governed by, and be conducted in accordance with, the terms and

conditions of the Prime Lease to the extent such terms and conditions are not inconsistent with the terms and conditions of this Sublease. Capitalized terms used herein and not otherwise defined shall have the definitions assigned to them in the Prime Lease. Unless otherwise specifically provided in this Sublease, Landlord shall have all of the rights and shall incur all of the obligations of the Lessor and Tenant shall have all of the rights and shall incur all of the obligations of the Landlord as lessee under the Prime Lease. With respect to the Landlord and the Tenant only, in the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern.

b. In order to ascertain the rights and obligations of Landlord and Tenant herein with respect to the Demised Premises, whenever the word "Lease" or "lease" appears in the Prime Lease, such word shall mean this Sublease; whenever the word "Landlord" appears in the Prime Lease, such word shall mean Landlord hereunder; whenever the word "Tenant" appears in the Prime Lease, such word shall mean Tenant hereunder; whenever the term "Property" appears in the Prime Lease, such term shall mean the Demised Premises; and whenever the term "Personal Property" appears in the Prime Lease, such term shall mean the Personal Property.

c. Tenant recognizes that Lessor has reserved certain rights with respect to the Demised Premises under the terms and provisions of the Prime Lease, which rights shall continue to be exercised by Lessor. Tenant further agrees that any obligations, responsibilities and duties incurred by Landlord hereunder may be undertaken by Lessor subject to the conditions and limitations contained in the Prime Lease, and that the performance of such obligations, responsibilities and duties by Lessor in accordance with the terms and conditions of the Prime Lease, will constitute full performance thereof by Landlord hereunder.

d. Nothing contained in this Sublease shall in any way be construed as relieving Landlord from the performance of all conditions, obligations and agreements of Landlord as lessee under the Prime Lease.

e. Notwithstanding anything herein to the contrary, the parties hereby agree that the provisions relating to the Purchase Option provided in the Prime Lease are specifically excluded from this Sublease, and, accordingly, the Tenant shall not receive any of the rights or obligations in and to the Purchase Option as described in the Prime Lease and related documents. Furthermore, the parties hereto agree that Landlord has not assumed any of the obligations of Lessor under the provisions of Articles 8, 18, and 24 of the Prime Lease, and that in accordance with said provisions, Tenant may proceed directly against Lessor for indemnification of the obligations assumed by Lessor thereunder. By consenting and approving this Sublease, Lessor specifically acknowledges and consents to the foregoing clause.

2. Term of Sublease. The term of this Sublease shall commence on _____ __, 2011 (hereinafter, the "Commencement Date"), and shall expire on _____ __, 20__, unless sooner terminated or extended as provided herein. Notwithstanding the term as provided in this Paragraph 2, this Sublease shall terminate immediately upon termination of the Prime Lease for

any reason whatsoever, including, without limitation, a voluntary termination by Lessor or Landlord.

3. Permitted Use. The Demised Premises may only be used by Tenant for and as a nursing home of 75 licensed beds and at all times in accordance with the Prime Lease.

4. Rent Payment. Tenant shall make payments of monthly rent equal to the Rent set forth in Section 2.2 of the Prime Lease ("Rent"). Tenant shall also make a payment or payemtns equal to the Deposit and Revised Deposit (as defined in Section 2.1 of the Prime Lease). Rent obligations of Landlord under the Prime Lease shall be payable to Landlord in advance on the first day of each month beginning on the Commencement Date, at the offices of Landlord or at such other address as Landlord may indicate from time to time, without demand, set-off or counterclaim; provided, however, to the extent that the Commencement Date is a date which is not the first day of a calendar month, then the first month's Base Rent shall be equitably pro-rated for such month.

5. Utilities, Real Estate Taxes and Insurance. Tenant shall pay or cause to be paid all utility charges, real estate taxes and assessments, and insurance coverages, and shall make such tax and/or insurance deposits as set forth in the Prime Lease.

6. Covenants of Landlord as Sub-Lessor.

a. Landlord agrees to accord to Tenant the same services and benefits that Landlord is accorded (to the extent that Landlord receives such benefits from Lessor and/or Lessor) under the Prime Lease. Except as otherwise provided herein, Landlord shall not otherwise be obligated to provide Tenant with any services or benefits. Any notice required under the Prime Lease relating to such benefits to be given by Landlord to Tenant shall be given within a reasonable time after Landlord receives such notice under the Prime Lease.

b. Landlord agrees that this Sublease shall not release Landlord from any existing or future duty, obligation or liability to Lessor pursuant to the Prime Lease, nor shall this Sublease change, modify or amend the Prime Lease in any manner and Landlord is and shall remain primarily liable and obligated for the payment of all rent and other amounts due and payable under, and the full and prompt performance of all terms, provisions, agreements and covenants contained in, the Prime Lease. This Sublease shall not be deemed as Lessor's consent to any further sublease of the Demised Premises and the Personal Property or an assignment of the Prime Lease.

c. Provided Tenant promptly pays all Rent and promptly and faithfully performs all other covenants and undertakings of Tenant as sublessee hereunder, and provided further that Landlord's right to possession of the Demised Premises demised to it as lessee under the Prime Lease remains in effect throughout the term of this Sublease, Landlord warrants to Tenant quiet possession and enjoyment of the Demised Premises during the term of this Sublease. If Landlord's right to possession of the Demised Premises shall terminate at any time during the term of this Sublease, then thereupon this Sublease and the term granted to Tenant

hereunder shall immediately terminate and Landlord shall have no liability to Tenant by reason of such termination.

7. Covenants of Tenant as Sublessee.

a. Tenant agrees to assume and undertake, to be bound by and become liable for, and to promptly and faithfully perform each covenant, undertaking, agreement, and obligation of Landlord as sublessee under the Prime Lease, except as expressly modified by this Sublease. Tenant's agreement under the preceding sentence shall inure to the benefit of Landlord and Lessor. Tenant further agrees to indemnify and hold harmless Landlord and Lessor and each of their successors and assigns, at Tenant's sole cost, against and from any and all claims, demands, actions, causes of action, debts, liabilities, obligations, judgments and decrees, which may be made, asserted or recovered against them or any one or more of them by virtue of Tenant's occupancy or use of the Demised Premises or Tenant's failure to perform any such covenant, undertaking, agreement or obligation of Landlord as lessee under the Prime Lease as provided in this Sublease. Tenant further agrees to deliver to Landlord and Lessor any further instruments or documents which may be reasonably required to establish to the satisfaction of Landlord and/or Lessor that Tenant has agreed to be bound and become liable under the terms and conditions of the Prime Lease as provided in this subparagraph.

b. Neither the Prime Lease nor this Sublease shall be deemed to grant Tenant any rights whatsoever against Lessor. Tenant hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of its rights in connection with the Demised Premises and Personal Property shall be solely against Landlord. Tenant further acknowledges that this Sublease is and shall at all times remain subject and subordinate to the Prime Lease.

c. Tenant hereby acknowledges that it has read and has knowledge of all of the terms, provisions, rules and regulations of the Prime Lease and agrees not to do or omit to do anything which would cause Landlord to be in breach of the Prime Lease.

8. Operations of Demised Premises. During the term of this Sublease, Tenant shall remain solely responsible for and shall retain full authority with respect to the operations and management of the nursing home located at the Demised Premises.

9. Alterations and Leasehold Improvements. In no event may Tenant make major, structural or permanent alterations or leasehold improvements to the Demised Premises, except as permitted under the Prime Lease.

10. Landlord Remedies.

a. In the event of a default by Tenant, Landlord shall have all the remedies accorded the Lessor under the Prime Lease as to the default by the sublessee thereunder.

b. In the event Tenant fails to perform any of its obligations hereunder and such failure continues for a period of ten (10) days after notice is received by Tenant with respect to such failure to perform, then Landlord may, but in no way shall be obligated to, perform all or

any part of Tenant's obligations hereunder on behalf of the Tenant; provided, however, that Landlord shall perform Tenant's obligations hereunder to the extent necessary to remain in compliance with the Prime Lease. Any cost or expenses actually incurred by Landlord which were necessary in Landlord's reasonable judgment in so performing Tenant's obligations (including, but not limited to, Landlord's attorneys' fees and costs) shall be additional rent due hereunder immediately upon written demand for payment by Landlord to Tenant, and shall bear interest at an annual rate equal to the rate of interest published in the Money Rate section of The Wall Street Journal as the Prime Rate plus three percent (3%).

c. If, as a result of a default under this Sublease by Tenant, Lessor deems Landlord in default under the Prime Lease and exercises such remedies therefor as may be provided to Lessor by law, equity or the Prime Lease, Tenant agrees to reimburse Landlord promptly on demand the amount of any and all costs, claims and expenses, including reasonable attorneys' fees and costs resulting therefrom.

11. Removal of Property. At no time and in no event may Tenant remove from the Demised Premises any Personal Property of any kind belonging to Landlord or Lessor.

12. Landlord's Title. Landlord covenants and warrants that it has a leasehold interest in the Demised Premises and has full power to execute this Sublease as a valid instrument and to grant to Tenant the Tenant's rights hereunder, subject to any rights of Lessor to approve this Sublease under Article 23 of the Prime Lease.

13. Condition of Premises; Surrender. Except as otherwise provided herein or in the Prime Lease, Tenant agrees to accept the Demised Premises in its current "AS IS" condition, and agrees that Landlord is under no obligation to improve, alter or otherwise prepare the Demised Premises for occupancy. Upon termination of this Sublease by lapse of time or otherwise, Tenant agrees to surrender the Demised Premises as required under the Prime Lease.

14. Successors and Assigns. The terms, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns; provided that Lessor consents to any such succession or assignment that requires Lessor's prior consent. The parties hereto expressly agree and acknowledge for the benefit of Lessor that Tenant may not assign or further sublease its interest in this Sublease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld but shall be subject to the same criteria as set forth in Article 23 of the Prime Lease.

15. Non-Waiver. Any waiver by either party in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be, a general waiver by such party of any rights or limitations contained herein, and shall not operate as a waiver beyond the particular instance.

16. Intentionally Omitted.

17. Approval By Lessor. This Sublease is subject to, and shall be of no force and effect until receipt of the approval of Lessor as required under the Prime Lease.

18. Notices. All notices, demands or requests which may or are required to be given by either party to the other shall be in writing and shall be sent by (i) personal delivery; (ii) Federal Express or other national overnight courier service; or (iii) United States certified mail, return receipt requested, addressed to the other party hereto at the address set forth below:

If to Landlord: OJCC Realty, LLC,
7444 Long Avenue,
Skokie, Illinois 6007,
Attn: Benjamin Klein,
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

with a copy to: Law Office of Abraham A. Gutnicki, P.C.,
8320 Skokie Boulevard, Suite 100,
Skokie, Illinois 60077,
Attn: Abraham A. Gutncki
Facsimile: (847) 933-9285

If to Tenant: OJCC, LLC,
7444 Long Avenue,
Skokie, Illinois 6007,
Attn: Benjamin Klein,
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

with a copy to: Law Office of Abraham A. Gutnicki, P.C.,
8320 Skokie Boulevard, Suite 100,
Skokie, Illinois 60077,
Attn: Abraham A. Gutncki
Facsimile: (847) 933-9285

or if written notification of a change of address has been sent, to such other party and/or to such other address as may be designated in that written notification. Notices shall be effective upon receipt or refusal thereof. Notices from counsel to Landlord shall for all purposes hereunder constitute notice from Landlord. Notices from counsel to Tenant shall for purposes hereunder constitute notice from Tenant.

In addition, the parties hereto acknowledge that to the extent notice shall be sent to either party under this Sublease, the notifying party shall additionally notify the Lessor at such addresses as provided in the Prime Lease

19. Governing Law. This Sublease shall be construed in accordance with and governed by the laws of the State of Illinois without regard to conflict of laws principles.

20. Counterparts. This Sublease may be executed in multiple counterparts, each of which, shall be deemed an original, and, together, shall constitute one and the same instrument.

[*Remainder of this page left intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

LANDLORD

OJCC REALTY, LLC

By: _____
Name: Benjamin Klein
Its: Authorized Member

TENANT

OJCC, LLC

By: _____
Name: Benjamin Klein
Its: Authorized Member

ACKNOWLEDGMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned Lessor hereby joins in the execution of this Sublease for the purpose of confirming its consent to this Sublease, as of the day and year above written. Nothing in this Acknowledgement and Consent shall be deemed to be a consent to any other assignment or sublease by Landlord or by Tenant.

LANDLORD

MS SPRINGFIELD, L.L.C.,
an Indiana limited liability company

By: _____
Name: Paul Stokie Fitzner
Its: _____

EXHIBIT A

Legal Description of Demised Premises

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is made and entered into as of July 28, 2010, by and between OJCC Realty, LLC, an Illinois limited liability company ("Optionor"), and MS Springfield, LLC, an Indiana limited liability company ("Optionee" or "Purchaser").

WITNESSETH:

WHEREAS, Optionor is the owner of the real estate located at 3089 Old Jacksonville Road, Springfield, Illinois 62704, as more fully described on Exhibit A attached hereto and made a part hereof, and the improvements located thereon (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, Optionor and OJCC, LLC, an Illinois limited liability company ("Operator"), applied for and were granted a Certificate of Need issued pursuant to the Illinois Health Facilities Planning Act (20 ILCS 3960) (the "Permit"), and in accordance with which only Optionor and Operator are allowed to develop and operate a nursing home facility on the Real Estate;

WHEREAS, Optionor, as lessee, and Optionee, as lessor, have entered into a Lease Agreement dated as of even date herewith (the "Lease") pursuant to which, subsequent to the sale of the Property to Optionee pursuant to the provisions of this Agreement, Optionee will lease the Property to Optionor upon the terms and conditions set forth therein; and

WHEREAS, for and in consideration of the Option Payment (as defined herein) and other good and valuable consideration, Optionor has agreed to enter into this Agreement with Optionee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Purchase Option. Optionor hereby grants to Optionee the option to purchase the Property per the terms and conditions set forth herein (the "Purchase") at any time after Operator receives a nursing home license (the "License") from the Illinois Department of Public Health ("IDPH") for the Facility (said right to purchase, the "Purchase Option").

2. Option Payment. To induce Optionor to grant Optionee the option to purchase the Facility as herein contained, Optionee shall deliver to Optionor on the date Optionee closes on the necessary financing for the construction of the improvements on the Property hereof the amount of One Million One Hundred Ninety-Eight Thousand and No/100 Dollars ($1,198,000.00) (the "Option Payment").

3. Exercise. Optionee may exercise the Purchase Option by giving prior written notice to Optionor specifying an anticipated date (the "Closing Date") for closing (the "Closing") of the purchase.

4. Purchase Price. The Purchase Price for the Facility shall be One Million One Hundred Ninety-Eight Thousand and One and No/100 Dollars ($1,198,001.00) (the "Purchase Price") in immediately available funds on the Closing Date. The Option Payment shall be credited against the Purchase Price at the Closing.

5. Optionor Pledge. Contingent upon, and concurrent with, the delivery of the Option Payment, Optionor agrees to the following items to aid Optionee in obtaining financing for the Project:

(a) Optionor agrees to mortgage the Property to a lender of Optionee providing financing to Optionee for the Option Payment and construction of a nursing home facility on the Real Estate ("Lender"). In conjunction with such pledge, Optionor agrees to deliver a mortgage on the Property and will execute such other documentation as is reasonably requested by Lender to give Lender a first security lien on the Property, in such form as is reasonably agreed to by Optionor and Lender.

(b) As security for Optionee and Lender, Optionor agrees to escrow certain executed documents through the closing of the Purchase and the parties agree to enter into an escrow agreement in a similar form and substance as is attached to this Agreement as Exhibit B attached hereto and made a part hereof ("Escrow Agreement"). The Escrow Agreement will reflect that these items shall be released upon a default under the terms of this Agreement or a failure to close by Optionor:

i. **Permit**. Optionor and Operator currently hold the Permit, and to assure Optionee's Lender that they will not attempt to move the Permit and operate at another location, Optionor and Operator agree to enter into an assignment of the Permit to Optionee in the form attached to this Agreement as Exhibit C and made a part hereof ("Assignment").

ii. **Equity Interest in Optionor.** As the members of Optionor, Benjamin Klein, Brian Levinson and Mark Shapiro shall each assign his membership interest in Optionor to Optionee (collectively the membership interests hereafter shall be referred to as the "Membership Interest") pursuant to the terms of the membership assignment agreement in the form attached to this Agreement as Exhibit D and made a part hereof ("Membership Assignment").

(c) Subject to the terms and conditions as set forth in the Lease, in lieu of executing a corporate guaranty of the Lease, Optionor, as the tenant under the Lease, agrees to deposit and escrow an amount equal to one (1) year of rent as additional security for tenant payments under the Lease.

6. Closing. On the Closing Date, Optionor shall issue, or cause the issuance of, a recordable Special Warranty Deed (the "Deed") conveying merchantable title, which Deed shall convey the Real Estate to Purchaser, or its nominee, subject only to the matters set forth on Exhibit E attached hereto and made a part hereof ("Permitted Exceptions"), and such real estate taxes, special assessments or taxes arising after the date hereof. Optionor and Purchaser shall also execute and deliver such other documents as are usual and customary in connection with the sale and purchase of a nursing home facility and to effect the transfer of the Personal Property to the Optionee, including without limitation, Bill of Sale, FIRPTA, ALTA Statement, Assignment of Intangible Property, Transfer Tax Declarations and Closing Statement. Closing shall take place through a standard form of deed and money escrow with such provisions as are necessary to comply with the terms hereof, to be established by Optionor and Purchaser, and/or their respective attorneys, with the title insurer issuing the commitment required by Paragraph 7 hereof. The cost of the escrow shall be split evenly between the parties.

7. Title. Within five (5) days after receipt of notice from Optionee that it has received its commitment for financing for the construction of the improvements on the Property, Optionor will order a current commitment for a title insurance policy to be issued in the amount of the Purchase Price showing title vested in Optionor (the "Title Commitment"), and containing extended coverage over any general exceptions and such additional endorsements as reasonably requested by Purchaser or its lender including zoning, survey, access, tax parcel identification, location, comprehensive and contiguity, subject only to the Permitted Exceptions, general real estate taxes, any special assessments or taxes or exceptions arising after the date hereof. On the Closing Date, Optionor will cause the issuance of the title policy described above. Optionee shall pay the cost of the above described policy.

8. Prorations. Real estate taxes, assessments, utilities and other customarily proratable items shall be prorated between the parties as of the date hereof. There shall be no other prorations unless specifically set out in this Agreement.

9. Intentionally Omitted.

10. Transfer Tax. Optionee shall pay the amount of any stamp tax imposed by state and/or county law on the transfer of the title and shall furnish a completed real estate transfer declaration signed by the Optionor or Optionor's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois if then in effect. Any local transfer tax obligation shall be paid by Optionee.

11. No Representation. Optionee acknowledges that it has reviewed all relevant data regarding the Real Estate and Personal Property, that it has relied on no representations of Optionor or any other party with regard to this Agreement or the execution hereof and that the prior negotiations between the parties or any representations with respect thereto shall in no way affect this Agreement or any of the provisions of this Agreement, and acknowledges that the purchase of the Facility shall be "AS IS" and "WHERE IS".

12. Intentionally Omitted.

13. Optionor's Failure to Close. In the event that Optionee exercises the Purchase Option and does not close its purchase of the Facility due solely to Optionor's failure to comply with the terms of this Agreement, Optionor's inability to deliver title to the Facility as required hereunder, or Optionor's refusal to comply with any requirement set forth in Paragraph 5 of this Agreement, Optionee shall have the right of specific performance and the items being held in escrow shall be released to Optionee.

14. Term. This Agreement shall terminate and the parties to this Agreement shall have no further obligations to each other if Optionee has not closed on the financing for the Project within one (1) year of the date of this Agreement.

15. Restrictions on Assignment. Optionee may only assign, transfer, sell or assign this Purchase Option with the prior written consent of Optionor. Such transfer, assignment or sale shall not constitute a waiver by Optionor of any of its rights with respect to requiring that any other transfer, assignment or sale be in strict compliance with the provisions of this paragraph. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

16. Time is of the Essence. Time is of the essence with respect to all dates designated herein and in Optionee's notice of exercise of the Purchase Option.

17. Attorneys' Fees in the Event of Litigation. Except as provided otherwise in this Agreement, in the event any dispute between the parties hereto results in litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

20. Notices. All notices, demands or requests which may or are required to be given by either party to the other shall be deemed adequately given only if in writing and (i) personally delivered; or (ii) sent by a nationally-recognized overnight courier service; or (iii) sent by certified United States mail, postage prepaid, return receipt requested, or (iv) sent by e-mail or facsimile transmission, to the party or parties for whom such notices are intended. A written notice shall be deemed received (i) when delivered in person; (ii) on the next business day immediately following the day sent by overnight courier; (iii) on the third (3rd) business day following the day sent by certified mail and (iv) upon receipt by e-mail or facsimile transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (i)-(iii)). A written notice shall also be deemed received on (i) the date delivery shall have been

refused at the address required by this Agreement; or (ii) with respect to notices sent by United States mail but not delivered, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement or which any party desires to give to another shall be addressed as follows:

If to Optionor:

OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attn: Benjamin M. Klein
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

If to Optionee:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: General Counsel
Facsimile: (317) 420-0206
Email: CLukaart@mainstreetcap.net

With a copy to:

Abraham A. Gutnicki, Esq.
Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard, Suite 100
Skokie, Illinois 60077
Facsimile: (847) 933-9285
Email: agutnicki@aaglaw.net

or if written notification of a change of address has been sent, to such other party and/or to such other address as may be designated in that written notification. Notices from Optionor or from counsel to Optionor shall for all purposes hereunder constitute notice from Optionor. Notices from Optionee or from counsel to Optionee shall for purposes hereunder constitute notice from Optionee.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereby have executed this Option Agreement on the date first indicated above.

OPTIONOR:	**OPTIONEE:**
OJCC REALTY, L.L.C.	MS SPRINGFIELD, LLC
By: _____	By: _____
Name: Benjamin M. Klein	Name: _____
Its: Authorized Member	Its: _____

IN WITNESS WHEREOF, the parties hereby have executed this Option Agreement on the date first indicated above.

OPTIONOR:

OJCC REALTY, L.L.C.

By: _____
Name: Benjamin M. Klein
Its: Authorized Member

OPTIONEE:

MS SPRINGFIELD, LLC

By: _____
Name: Paul Ezekiel Turner
Its: CEO

Exhibit A

LEGAL DESCRIPTION

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

Exhibit B

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of _____, 2010, by and among MS SPRINGFIELD ("MS"), an Indiana limited liability company, OJCC REALTY, LLC ("OJCC") an Illinois limited liability company, BENJAMIN KLEIN, BRIAN LEVINSON and MARK SHAPIRO (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as "Members"), and _____("Escrow Agent").

WHEREAS, MS and OJCC have entered into that certain Option Agreement of even date hereof ("Option Agreement") for the purchase of the real estate and improvements located at 3089 Old Jacksonville Road, Springfield, Illinois 62704 (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, upon the exercise of the option to purchase by MS and subsequent purchase of the Property by MS pursuant to the provisions of the Option Agreement, MS will lease the Property to OJCC upon the terms and conditions set forth in the Lease Agreement of even date hereof;

WHEREAS, MS will develop the Property and oversee the construction of a nursing facility on the Property (the "Project") on behalf of OJCC pursuant to the terms of the Lease Agreement and will obtain the construction financing for the Project;

WHEREAS, Pursuant to the terms of the Option Agreement, as security for MS, the Members shall deposit into escrow an executed assignment of their membership interest in OJCC to MS (the "Agreement to Assign Membership Interest") and OJCC shall deposit into escrow an executed assignment of the Certificate of Need for the Property (the "Permit") by OJCC and OJCC, LLC, an Illinois limited liability company ("Operator") to MS (the "Assignment of Permit");

WHEREAS, MS, the Members and OJCC desire for Escrow Agent to receive and retain the Agreement to Assign Membership Interest and the Assignment of Permit in escrow and to release such documents pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MS, OJCC, the Members, and Escrow Agent hereby agree as follows:

1. Appointment. MS and OJCC hereby constitute and appoint Escrow Agent as, and Escrow Agent hereby agrees to assume and perform the duties of, Escrow Agent under and pursuant to this Agreement.

2. Escrow Documents. Upon execution of this Escrow Agreement, the parties shall deliver to Escrow Agent a fully executed Agreement to Assign Membership Interest and a fully executed Assignment of Permit (the "Escrow Documents"). Promptly upon receipt of an invoice therefor, MS shall pay Escrow Agent any standard escrow fee charged by Escrow Agent, which escrow fee is estimated by Escrow Agent to be [and will not exceed _____Dollars ($-0-)].

3. Disbursement. The failure of OJCC to comply with any of the requirements set forth in the Option Agreement, which requirements include but are not limited to providing a mortgage on the Property to MS's lender of financing for construction of the Project, and the failure to close on the purchase of the Property for any reason other than a default by MS, shall not constitute a default of this Agreement, but will constitute authorization for MS to instruct the Escrow Agent to release the Escrow Documents to MS. OJCC and the Members shall then be obligated to comply with the requirements of such Escrow Documents. Under no circumstances other than (a) a default by MS under the Option Agreement, or (b) the end of the Term of this Escrow Agreement as set forth herunder in Section 4 below, shall the Escrow Agent release the Escrow Documents to OJCC.

4. Escrow Agent.

(a) Escrow Agent shall not be required to determine any questions of law. MS and OJCC agree to jointly and severally indemnify and hold Escrow Agent harmless from all claims and liabilities resulting from its actions as Escrow Agent hereunder, except for gross negligence, willful or wanton misconduct, or a default by Escrow Agent hereunder.

(b) In the event a dispute arises as to the Escrow Documents or the disbursement of the same which is not resolved to Escrow Agent's reasonable satisfaction within thirty (30) days of written notice from any party hereto to the other parties that such a dispute exists, Escrow Agent is authorized to release the Escrow Documents to a court of competent jurisdiction and to file an action of interpleader or other appropriate legal proceedings in order to determine title to the Escrow Documents.

(c) If Escrow Agent receives or becomes aware of any conflicting demands or claims with respect to the Escrow Documents or the rights of MS, OJCC or the Members thereto, Escrow Agent shall have the right to maintain the Escrow Documents in escrow in accordance with the terms hereof until the conflict is resolved to its reasonable satisfaction or to commence legal proceedings in accordance with Section 4(b) above.

(d) If Escrow Agent is required to respond to any legal summons or proceedings in connection with its services pursuant to this Agreement, or if any action of

interpleader or declaratory relief is brought by Escrow Agent in connection with its services pursuant to this Agreement, or if conflicting demands or notice by parties to this Agreement or by any other party or parties are served upon Escrow Agent, the undersigned jointly and severally agree to pay all reasonable escrow fees, costs, and expenses (including reasonable attorneys' fees) expended or incurred by Escrow Agent as a result of the occurrence of any of the above described events. The undersigned further agree to save Escrow Agent harmless, as escrow holder under this Escrow Agreement, from all losses and expenses, including reasonable attorneys' fees and court costs, incurred by reason of any claim, demand, or action filed with respect to this Agreement, except for gross negligence, willful or wanton misconduct or omission, or default hereunder by Escrow Agent.

(f) Escrow Agent shall not be controlled, limited, or bound by any provisions contained in any other agreement or document between the parties hereto or between them individually or collectively and any other person. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth herein, to hold and disburse the Escrow Funds under the conditions as set forth herein. Escrow Agent shall act in good faith using its best judgment.

5. Term. The term of this Agreement shall be from and after the date of this Agreement to and including the earliest to occur of (i) the release the Escrow Documents to MS pursuant to Section 3 above, (ii) the closing of the purchase of the Property pursuant to the Option Agreement, or (iii) the termination hereof by written agreement of all the parties hereto. Upon the end of the term of this Agreement, this Agreement shall automatically terminate, no further writing shall be required to effectuate such termination, and unless the Escrow Documents have been released to MS pursuant to Section 3 of this Agreement, the Escrow Documents shall be returned by Escrow Agent to OJCC.

6. Notice. Any notice, request, demand, approval, or consent given or required to be given hereunder, except as otherwise specifically provided herein, shall be in writing and shall be deemed as having been given upon delivery by hand, the day after deposit with a nationally recognized overnight courier service, or three (3) business days after the same has been mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the party to whom such notice, request, demand, approval, or consent is required to be given, at the addresses stated below or such substituted address or person as such party has given to the others in writing.

If to MS:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: Christopher J. Lukaart
Facsimile: 317-420-0206
Email: clukaart@mainstreetcap.net

If to OJCC: OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attn: Benjamin M. Klein
Facsimile: (847) 329-4900
Email: bklein@platinumhc.net

With a copy to: Abraham A. Gutnicki, Esq.
Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard, Suite 100
Skokie, Illinois 60077
Facsimile: (847) 933-9285
Email: agutnicki@aaglaw.net

If to Escrow Agent: _____
_____
_____
_____

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof; provided, however, that this Agreement is not intended to supersede the Option Agreement or the rights and obligations of the parties thereunder.

9. Amendment. This Agreement may not be amended, modified, altered, or supplemented, except by a written agreement executed by all the parties hereto.

10. Headings. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

11. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

13. Attorneys' Fees. Except as otherwise set forth herein, each party hereto shall pay the other party's reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) in connection with such other party successfully enforcing (whether by lawsuit or whether by settlement before or after any lawsuit is filed) any covenants or provisions of this Agreement.

14. Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

15. Certain References. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine, or neuter genders herein shall include any other gender, as the context requires. The terms "Section" or "Sections" shall refer to the Sections of this Agreement, unless indicated otherwise.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

17. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Member

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

[Escrow Agent]_____

By:_____

Printed:_____

Title:_____

Exhibit C

ASSIGNMENT

ASSIGNMENT
OF
PERMIT

THIS ASSIGNMENT OF PERMIT (this "Assignment") is entered into effective as of the _____ day of _____, 2010, by and between OJCC Realty, LLC, an Illinois limited liability company ("Realty") and OJCC, LLC, an Illinois limited liability company ("Operator", collectively with Realty, "Assignor") and MS SPRINGFIELD, LLC, an Indiana limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Realty is the owner of the real estate located at 3089 Old Jacksonville Road, Springfield, Illinois 62704, and the improvements located thereon (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, Assignor holds the Certificate of Need issued pursuant to the Illinois Health Facilities Planning Act (20 ILCS 3960) (the "Permit"), and in accordance with which only Assignor is allowed to develop and operate a nursing home facility on the Real Estate;

WHEREAS, Assignor and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of _____, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey its interest in the Permit (the "**Permit Interest**"), and whereas the Assignee desires to accept the Permit Interest; and

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Permit Interest. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the Permit.

2. Representations of Assignor. Assignor hereby represents that the Permit is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Permit. Assignor further represents that the Permit will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Permit in accordance with the terms of this Assignment.

4. Future Cooperation. Assignor agrees to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, consents or other documents as may be reasonably requested by Assignee or required by the Illinois Health Facilities Planning Board for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

6. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

8. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Member

OJCC, LLC

By:_____
Printed:_____
Title:_____

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit D

MEMBERSHIP ASSIGNMENT

AGREEMENT TO ASSIGN
MEMBERSHIP INTEREST
IN
OJCC REALTY, LLC
(An Illinois Limited Liability Company)

This AGREEMENT TO ASSIGN MEMBERSHIP INTEREST (this "**Assignment**") is made and entered into to be effective as of_____, 2010 (the "**Effective Date**"), by and between BENJAMIN KLEIN, BRIAN LEVINSON AND MARK SHAPIRO (collectively, the "**Assignor**") and MS SPRINGFIELD, LLC (the "**Assignee**").

WHEREAS, Benjamin Klein owns a 70% membership interest in OJCC Realty, LLC, an Illinois limited liability company (the "**Company**"), pursuant to the Operating Agreement of the Company ("**Operating Agreement**");

WHEREAS, Brian Levinson owns a 20% membership interest in the Company, pursuant to the Operating Agreement;

WHEREAS, Mark Shapiro owns a 10% membership interest in the Company, pursuant to the Operating Agreement; and

WHEREAS, The Company and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of _____, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey his entire membership interest (the "**Membership Interest**") in the capital, profits, and losses of the Company to Assignee, and whereas the Assignee desires to accept the Membership Interest and the capital, profits, and losses allocable to the Membership Interest.

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Membership Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees to execute and deliver the Assignment attached hereto as ***Exhibit A***, pursuant to which Assignor shall transfer, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Membership Interest, free and clear of all liens, encumbrances, security interests, claims, or options of any kind or nature but without any other warranties or representations, except as set forth herein and in the Option Agreement.

2. Representations of Assignor. Assignor hereby represents that the Membership Interest is owned by Assignor free and clear of any liens, encumbrances, security interests,

claims, or options, and constitutes Assignor's entire interest in the Company. Assignor further represents that the Membership Interest will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature. Assignor makes no other warranties regarding the Membership Interest.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Membership Interest in accordance with the terms of this Assignment.

4. Waiver of Transfer Restrictions and Requirements. To the extent any provisions in the Agreement of the Company set forth any requirements or procedures regarding the transfer of membership interests in the Company, including but not limited to any required vote of the members or delivery of opinions or certificates prior to a transfer, the parties hereto agree that such provisions and requirements are hereby waived.

5. Future Cooperation. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested by the other party for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

7. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

9. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor"), hereby assigns his entire membership interests, comprising _____% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

_____

Assignee hereby accepts the transfer of _____% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit E

PERMITTED EXCEPTIONS

1. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes, including but not limited to that portion dedicated for public roadway by Document No. 225264, recorded December 3, 1947. (For further particulars, see record.)

2. Easement recorded July 6, 1955 as Document No. 261068 in favor of Central Illinois Light Company with rights as therein contained. (For more particulars see record.) (Affects West 5 feet of the South 165 feet. Assigned to the City of Springfield, by Document No. 515381, recorded May 26, 1971 – (For further particulars, see record.))

3. Terms, provisions and conditions contained in Reciprocal Easement for Sewer line, recorded June 8, 1990, as Document Number 90J14655. (Affects the South 15 feet of the North 205 feet). (For further particulars, see record.)

4. Easement recorded June 8, 1990 as Document No. 90J014709 in favor of City of Springfield with rights as therein contained. (For more particulars see record.) (Affects the South 15 feet of the North 190 feet - (For more particulars see record.)

5. Easement recorded December 5, 2003 as Document No. 2003R85080 in favor of Hope Venture, LLC, an Illinois limited liability company, its successors and/or assigns with rights as therein contained. (For more particulars see record.).

6. Building set back lines, easements, access limitations and height restrictions shown by ALTA/ACSM Survey made by Richard Tonellato, Illinois Professional Land Surveyor of Greene & Bradford, Inc. dated October 13, 2008, Project No. 08-197, Computer File No. 08197ALTTA.dwg.

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this "Amendment") is made to be effective as of July 28, 2011 (the "the Effective Date"), between OJCC Realty, LLC, an Illinois limited liability company ("Optionor"), and MS Springfield, LLC, an Indiana limited liability company ("Optionee"), WITNESSES THAT:

RECITALS

A. Optionor and Optionee entered into that certain Option Agreement effective as of July 28, 2010 (the "Agreement"), whereby Optionor granted Optionee an option to Purchase the Property at any time after the Operator receives the License from IDPH for the Facility.

B. The current term for the Purchase Option expires July 28, 2011, and the parties desire to extend the Purchase Option until November 30, 2011 (the "Extended Purchase Option").

C. Optionor and Optionee desire to amend and restate certain provisions of the Agreement pursuant to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Agreement.

2. Amendment. Section 14 of the Agreement is hereby amended and restated as follows:

> "14. Term. This Agreement shall terminate and the parties to this Agreement shall have no further obligations to each other if Optionee has not closed on the financing for the Project by November 30, 2011."

3. General. The terms and provisions of this Amendment shall be governed and construed in accordance with the internal laws of the State of Illinois. The captions and section numbers shall not be considered in any way to effect the interpretation of this Amendment. The parties agree that, except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Amendment shall not be construed with resort to any presumption against the preparer or maker hereof.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Delivery of this Amendment may be accomplished by electronic facsimile reproduction; if electronic facsimile reproduction is utilized, the original document shall be promptly executed and/or delivered if requested by another party.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set next to their signature, but effective as of the Effective Date.

Dated the ____ day of _____, 2011

OPTIONOR:

OJCC REALTY, LLC,
an Illinois limited liability company

By: _____
Benjamin M. Klein,
Authorized Member

Dated the 18th day of October, 2011

BUYER:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, CEO

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set next to their signature, but effective as of the Effective Date.

Dated the 19th day of October, 2011

OPTIONOR:

OJCC REALTY, LLC,
an Illinois limited liability company

By: _____
Benjamin M. Klein,
Authorized Member

Dated the ____ day of _____, 2011

BUYER:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, CEO

B

SECOND AMENDMENT TO OPTION AGREEMENT

THIS SECOND AMENDMENT TO OPTION AGREEMENT (this "Amendment") is made to be effective as of October 19, 2011 (the "the Effective Date"), between OJCC Realty, LLC, an Illinois limited liability company ("Optionor"), and MS Springfield, LLC, an Indiana limited liability company ("Optionee"), WITNESSES THAT:

RECITALS

A. Optionor and Optionee entered into that certain Option Agreement effective as of July 28, 2010 (as amended and/or restated, including as amended by that certain First Amendment to Option Agreement dated as of July 28, 2011, the "Agreement"), whereby Optionor granted Optionee an option to Purchase the Property at any time after the Operator receives the License from IDPH for the Facility.

B. Optionor and Optionee desire to amend and restate certain provisions of the Agreement pursuant to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Agreement.

2. Amendment.

(a) Exhibit A. Delete Exhibit A in its entirety and replace it with the "Exhibit A" attached to this Amendment.

(b) Exhibit E. Exhibit E is amended by deleting the Permitted Exception numbered "6" and replacing it with the following:

"6. Matters of Survey dated September 26, 2011 made by Richard Tonellato, Illinois Professional Land Surveyor No. 2590, of Greene & Bradford, Inc., Project No. 08-197, as follows:

a. Right of way (Old Jacksonville Road) located within the boundaries of the land.

b. Storm sewer is outside the boundaries of the known easement on the Northwest corner of the land.

7. Mortgage made by OJCC Realty, LLC to Town and Country Bank to secure indebtedness from Town and Country Bank to MS Springfield, LLC.

8. Lease Agreement dated as of July 28, 2010 by and between MS Springfield, LLC and OJCC Realty, LLC, as may be amended from time to time.

9. Lease between OJCC Realty, LLC and OJCC, LLC for lease of the Property.

10. Any liens or other matters relating to construction on the Property or any other activities on the Property by MS Springfield, LLC or its affiliates or agents, including, without limitation, any contractors or subcontractors, after the closing of the financing provided to MS Springfield, LLC by Town and Country Bank."

3. General. The terms and provisions of this Amendment shall be governed and construed in accordance with the internal laws of the State of Illinois. The captions and section numbers shall not be considered in any way to effect the interpretation of this Amendment. The parties agree that, except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Amendment shall not be construed with resort to any presumption against the preparer or maker hereof.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Delivery of this Amendment may be accomplished by electronic facsimile reproduction; if electronic facsimile reproduction is utilized, the original document shall be promptly executed and/or delivered if requested by another party.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set next to their signature, but effective as of the Effective Date.

Dated the 19th day of October, 2011

OPTIONOR:

OJCC REALTY, LLC,
an Illinois limited liability company

By: _____
Benjamin M. Klein,
Authorized Member

Dated the ____ day of _____, 2011

BUYER:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, CEO

IN WITNESS WHEREOF, the parties have executed this Amendment to Option Agreement as of the date set next to their signature, but effective as of the Effective Date.

Dated the ____ day of _____, 2011

OPTIONOR:

OJCC REALTY, LLC,
an Illinois limited liability company

By: _____
Benjamin M. Klein,
Authorized Member

Dated the 18th day of October, 2011

BUYER:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, CEO

Exhibit A

LEGAL DESCRIPTION

The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois; excepting therefrom the existing right-of-way as said right-of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc., dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record Situated in Sangamon County, Illinois

Permanent Index Number(s): 13-36.0-476-005

Address of Real Estate: 3089 Old Jacksonville Road, Springfield, Illinois 62704

18

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of October 19, 2011, by and among MS SPRINGFIELD, LLC ("MS"), an Indiana limited liability company, OJCC REALTY, LLC ("OJCC") an Illinois limited liability company, BENJAMIN KLEIN, BRIAN LEVINSON and MARK SHAPIRO (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as "Members"), and CHICAGO TITLE COMPANY, LLC, Springfield, Illinois ("Escrow Agent").

WHEREAS, MS and OJCC have entered into that certain Option Agreement dated as of July 28, 2010 ("Option Agreement") for the purchase of the real estate and improvements located at 3089 Old Jacksonville Road, Springfield, Illinois 62704 (the "Real Estate"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "Personal Property"; the Real Estate and Personal Property are hereinafter referred to collectively as the "Property");

WHEREAS, upon the exercise of the option to purchase by MS and subsequent purchase of the Property by MS pursuant to the provisions of the Option Agreement, MS will lease the Property to OJCC upon the terms and conditions set forth in the Lease Agreement of even date hereof;

WHEREAS, MS will develop the Property and oversee the construction of a nursing facility on the Property (the "Project") on behalf of OJCC pursuant to the terms of the Lease Agreement and will obtain the construction financing for the Project;

WHEREAS, Pursuant to the terms of the Option Agreement, as security for MS, the Members shall deposit into escrow an executed assignment of their membership interest in OJCC to MS (the "Agreement to Assign Membership Interest") and OJCC shall deposit into escrow an executed assignment of the Certificate of Need for the Property (the "Permit") by OJCC and OJCC, LLC, an Illinois limited liability company ("Operator") to MS (the "Assignment of Permit");

WHEREAS, MS, the Members and OJCC desire for Escrow Agent to receive and retain the Agreement to Assign Membership Interest and the Assignment of Permit in escrow and to release such documents pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MS, OJCC, the Members, and Escrow Agent hereby agree as follows:

1. Appointment. MS and OJCC hereby constitute and appoint Escrow Agent as, and Escrow Agent hereby agrees to assume and perform the duties of, Escrow Agent under and pursuant to this Agreement.

2. Escrow Documents. Upon execution of this Escrow Agreement, the parties shall

deliver to Escrow Agent a fully executed Agreement to Assign Membership Interest and a fully executed Assignment of Permit (the "Escrow Documents"). Promptly upon receipt of an invoice therefor, MS shall pay Escrow Agent any standard escrow fee charged by Escrow Agent, which escrow fee is estimated by Escrow Agent to be and will not exceed Three Hundred Dollars ($300.00).

3. Disbursement. The failure of OJCC to comply with any of the requirements set forth in the Option Agreement, which requirements include but are not limited to providing a mortgage on the Property to MS's lender of financing for construction of the Project, and the failure to close on the purchase of the Property for any reason other than a default by MS, shall not constitute a default of this Agreement, but will constitute authorization for MS to instruct the Escrow Agent to release the Escrow Documents to MS. OJCC and the Members shall then be obligated to comply with the requirements of such Escrow Documents. Under no circumstances other than (a) a default by MS under the Option Agreement, or (b) the end of the Term of this Escrow Agreement as set forth herunder in Section 4 below, shall the Escrow Agent release the Escrow Documents to OJCC.

4. Escrow Agent.

(a) Escrow Agent shall not be required to determine any questions of law. MS and OJCC agree to jointly and severally indemnify and hold Escrow Agent harmless from all claims and liabilities resulting from its actions as Escrow Agent hereunder, except for gross negligence, willful or wanton misconduct, or a default by Escrow Agent hereunder.

(b) In the event a dispute arises as to the Escrow Documents or the disbursement of the same which is not resolved to Escrow Agent's reasonable satisfaction within thirty (30) days of written notice from any party hereto to the other parties that such a dispute exists, Escrow Agent is authorized to release the Escrow Documents to a court of competent jurisdiction and to file an action of interpleader or other appropriate legal proceedings in order to determine title to the Escrow Documents.

(c) If Escrow Agent receives or becomes aware of any conflicting demands or claims with respect to the Escrow Documents or the rights of MS, OJCC or the Members thereto, Escrow Agent shall have the right to maintain the Escrow Documents in escrow in accordance with the terms hereof until the conflict is resolved to its reasonable satisfaction or to commence legal proceedings in accordance with Section 4(b) above.

(d) If Escrow Agent is required to respond to any legal summons or proceedings in connection with its services pursuant to this Agreement, or if any action of interpleader or declaratory relief is brought by Escrow Agent in connection with its services pursuant to this Agreement, or if conflicting demands or notice by parties to this Agreement or by any other party or parties are served upon Escrow Agent, the undersigned jointly and severally agree to pay all reasonable escrow fees, costs, and expenses (including reasonable attorneys' fees) expended or incurred by Escrow Agent as

a result of the occurrence of any of the above described events. The undersigned further agree to save Escrow Agent harmless, as escrow holder under this Escrow Agreement, from all losses and expenses, including reasonable attorneys' fees and court costs, incurred by reason of any claim, demand, or action filed with respect to this Agreement, except for gross negligence, willful or wanton misconduct or omission, or default hereunder by Escrow Agent.

(f) Escrow Agent shall not be controlled, limited, or bound by any provisions contained in any other agreement or document between the parties hereto or between them individually or collectively and any other person. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth herein, to hold and disburse the Escrow Documents under the conditions as set forth herein. Escrow Agent shall act in good faith using its best judgment.

5. Term. The term of this Agreement shall be from and after the date of this Agreement to and including the earliest to occur of (i) the release the Escrow Documents to MS pursuant to Section 3 above, (ii) the closing of the purchase of the Property pursuant to the Option Agreement, or (iii) the termination hereof by written agreement of all the parties hereto. Upon the end of the term of this Agreement, this Agreement shall automatically terminate, no further writing shall be required to effectuate such termination, and unless the Escrow Documents have been released to MS pursuant to Section 3 of this Agreement, the Escrow Documents shall be returned by Escrow Agent to OJCC.

6. Notice. Any notice, request, demand, approval, or consent given or required to be given hereunder, except as otherwise specifically provided herein, shall be in writing and shall be deemed as having been given upon delivery by hand, the day after deposit with a nationally recognized overnight courier service, or three (3) business days after the same has been mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the party to whom such notice, request, demand, approval, or consent is required to be given, at the addresses stated below or such substituted address or person as such party has given to the others in writing.

If to MS:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: Christopher J. Lukaart
Facsimile: 317-420-0206
Email: clukaart@mainstreetcap.net

If to OJCC:

OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077
Attn: Benjamin M. Klein
Facsimile: (847) 329-4900

Email: bklein@platinumhc.net

With a copy to: Abraham A. Gutnicki, Esq.
Law Office of Abraham A. Gutnicki, P.C.
8320 Skokie Boulevard, Suite 100
Skokie, Illinois 60077
Facsimile: (847) 933-9285
Email: agutnicki@aaglaw.net

If to Escrow Agent: Chicago Title Company, LLC
1043 S. 5th Street
Springfield, IL 62703
Eric.Campbell@ctt.com

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof; provided, however, that this Agreement is not intended to supersede the Option Agreement or the rights and obligations of the parties thereunder.

9. Amendment. This Agreement may not be amended, modified, altered, or supplemented, except by a written agreement executed by all the parties hereto.

10. Headings. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

11. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

13. Attorneys' Fees. Except as otherwise set forth herein, each party hereto shall pay the other party's reasonable costs and expenses (including, without limitation, reasonable

attorneys' fees and disbursements) in connection with such other party successfully enforcing (whether by lawsuit or whether by settlement before or after any lawsuit is filed) any covenants or provisions of this Agreement.

14. Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

15. Certain References. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine, or neuter genders herein shall include any other gender, as the context requires. The terms "Section" or "Sections" shall refer to the Sections of this Agreement, unless indicated otherwise.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

17. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

18. Collateral Assignment. The parties acknowledge, consent to and agree that MS's rights under this Agreement and the Escrow Documents have been collaterally assigned and transferred to Town and Country Bank, a state banking corporation, 1925 South MacArthur Boulevard, Springfield, Illinois 62704 ("Bank") to secure the Bank's $10,360,000 loan to MS. All notices given by the parties under this Agreement shall be concurrently delivered to Bank at the foregoing address of Bank, and shall not affect Bank's rights hereunder unless received by Bank or deemed received pursuant to Section 6 hereof. Escrow Agent shall not release the Escrow Documents without first giving thirty (30) days prior written notice to Bank and shall, upon Bank's written notice to Escrow Agent, deliver the Escrow Documents to Bank in lieu of delivery to MS. This Agreement may not be amended without approval of Bank, which shall not be unreasonably withheld.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Member

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

CHICAGO TITLE INSURANCE COMPANY

By:_____

Printed:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Manager

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

CHICAGO TITLE INSURANCE COMPANY

By:_____

Printed:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Manager

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

CHICAGO TITLE INSURANCE COMPANY

By:_____

Printed:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Manager

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

Mark Shapiro
_____
Mark Shapiro, Member

CHICAGO TITLE INSURANCE COMPANY

By:_____

Printed:_____

Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, CEO

OJCC REALTY, LLC

By:_____
Benjamin M. Klein, Authorized Member

_____
Benjamin M. Klein, Member

_____
Brian Levinson, Member

_____
Mark Shapiro, Member

CHICAGO TITLE COMPANY, LLC

By:_____

Printed: Eric W. Campbell

Title: Escrow Officer

{1038/015/00034228.1}

19

ASSIGNMENT
OF
PERMIT

THIS ASSIGNMENT OF PERMIT (this "**Assignment**") is entered into effective as of the 19 day of OCTOBER, 2011, by and between OJCC Realty, LLC, an Illinois limited liability company ("**Realty**") and OJCC, LLC, an Illinois limited liability company ("**Operator**", collectively with Realty, "**Assignor**") and MS SPRINGFIELD, LLC, an Indiana limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Realty is the owner of the real estate located at 3089 Old Jacksonville Road, Springfield, Illinois 62704, and the improvements located thereon (the "**Real Estate**"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "**Personal Property**"; the Real Estate and Personal Property are hereinafter referred to collectively as the "**Property**");

WHEREAS, Assignor holds the Certificate of Need issued pursuant to the Illinois Health Facilities Planning Act (20 ILCS 3960) (the "**Permit**"), and in accordance with which only Assignor is allowed to develop and operate a nursing home facility on the Real Estate;

WHEREAS, Assignor and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of July 28, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey its interest in the Permit (the "**Permit Interest**"), and whereas the Assignee desires to accept the Permit Interest; and

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Permit Interest. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the Permit.

2. Representations of Assignor. Assignor hereby represents that the Permit is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Permit. Assignor further represents that the Permit will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Permit in accordance with the terms of this Assignment.

4. Future Cooperation. Assignor agrees to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, consents or other documents as may be reasonably requested by Assignee or required by the Illinois Health Facilities Planning

Board for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

6. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

8. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Manager

OJCC, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Manager

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Member

OJCC, LLC

By:_____
Printed:_____
Title:_____

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

20

AGREEMENT TO ASSIGN
MEMBERSHIP INTEREST
IN
OJCC REALTY, LLC
(An Illinois Limited Liability Company)

This AGREEMENT TO ASSIGN MEMBERSHIP INTEREST (this "**Assignment**") is made and entered into to be effective as of October 19, 2011 (the "**Effective Date**"), by and between BENJAMIN KLEIN, BRIAN LEVINSON AND MARK SHAPIRO (collectively, the "**Assignor**") and MS SPRINGFIELD, LLC (the "**Assignee**").

WHEREAS, Benjamin Klein owns a 33.33% membership interest in OJCC Realty, LLC, an Illinois limited liability company (the "**Company**"), pursuant to the Operating Agreement of the Company ("**Operating Agreement**");

WHEREAS, Brian Levinson owns a 33.33% membership interest in the Company, pursuant to the Operating Agreement;

WHEREAS, Mark Shapiro owns a 33.33% membership interest in the Company, pursuant to the Operating Agreement; and

WHEREAS, The Company and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of July 28, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey his entire membership interest (the "**Membership Interest**") in the capital, profits, and losses of the Company to Assignee, and whereas the Assignee desires to accept the Membership Interest and the capital, profits, and losses allocable to the Membership Interest.

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Membership Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees to execute and deliver the Assignment attached hereto as ***Exhibit A***, pursuant to which Assignor shall transfer, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Membership Interest, free and clear of all liens, encumbrances, security interests, claims, or options of any kind or nature but without any other warranties or representations, except as set forth herein and in the Option Agreement.

2. Representations of Assignor. Assignor hereby represents that the Membership Interest is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Company. Assignor further represents that the Membership Interest will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature. Assignor makes no other warranties regarding the Membership Interest.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Membership Interest in accordance with the terms of this Assignment.

4. Waiver of Transfer Restrictions and Requirements. To the extent any provisions in the Agreement of the Company set forth any requirements or procedures regarding the transfer of membership interests in the Company, including but not limited to any required vote of the members or delivery of opinions or certificates prior to a transfer, the parties hereto agree that such provisions and requirements are hereby waived.

5. Future Cooperation. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested by the other party for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

7. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

9. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

Benjamin Klein

Brian Levinson

Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____

Benjamin Klein

_____

Brian Levinson

Mark Shapiro

_____

Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____

Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

Benjamin M. Klein

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

Benjamin M. Klein

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel T

Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

Brian Levinson

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel T

Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

Mark Shapiro

Mark Shapiro

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel T

Paul Ezekiel Turner, Chief Executive Officer

COPY

This instrument was prepared by:
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

When recorded return to (name, address):
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, IL 62704

2011R35538
2011R35538
10/26/2011 01:01PM
REC FEE: 38.00
RHSP FEE: 10.00
TOTAL: $48.00
PAGES: 13
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

State of Illinois — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is October 19, 2011 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: OJCC REALTY, LLC
7444 LONG AVENUE
SKOKIE, IL 60067

MS SPRINGFIELD, LLC
109 W JACKSON STREET
POB 767
CICERO IL 46034

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property is located in SANGAMON (County) at
3089 OLD JACKSONVILLE ROAD (Address), SPRINGFIELD (City), Illinois 62711 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
   SAID NOTE IN THE NAME OF MS SPRINGFIELD, LLC

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B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
   A. A beneficial interest in Mortgagor is sold or transferred.

   B. There is a change in either the identity or number of members of a partnership or similar entity.

   C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

9. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

   A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

   B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

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_____ _____ _____

necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

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compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any of the following occur:
    A. Any party obligated on the Secured Debt fails to make payment when due;

    B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;

    C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;

    D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;

    E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;

    F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or

    G. ~~Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.~~

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

    At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

    Mortgagor represents, warrants and agrees that:
    A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

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B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.

I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisement, the marshalling of liens and assets and all other exemptions as to the Property.

26. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ 10,360,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

27. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

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RET _____ _____ _____

☒ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☒ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

28. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

☒ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: OJCC REALTY, LLC

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Date)

(Signature) (Date)

Entity Name: MS SPRINGFIELD, LLC

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Date)

(Signature) (Date)

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____} ss.

(Individual) This instrument was acknowledged before me this _____ day of _____

by _____.

My commission expires:

_____

(Notary Public)

(Business or Entity Acknowledgment)

STATE OF _____ , COUNTY OF _____ } ss.

This instrument was acknowledged before me this _____ day of _____

by _____

_____ (Title(s))

of _____ (Name of Business or Entity)

a _____ on behalf of the business or entity.

My commission expires:

_____

(Notary Public)

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_____ _____ _____ _____

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19 day of October
by Benjamin Klein
of OJCC Realty LLC
a Member/Manager on behalf of the business entity.
My commission expires:

Kathleen Daley
(Notary Public)

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Brian Levinson
of OJCC Realty, LLC
a Member/Manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____ (Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____
of _____
a _____ on behalf of the business entity.
My commission expires:

_____ (Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Mark Shapiro
of OJCC Realty, LLC
a member/manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of _____
by_____
_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF INDIANA, COUNTY OF Hamilton} ss.
This instrument was acknowledged before me this 19th day of October, 2011
by Paul Ezekiel Turner, President of Mainstreet Asset Management, Inc., the Manager
of MS Springfield, LLC
a_____ on behalf of the business entity.
My commission expires:

Julie M. Elliott
(Notary Public)

JULIE M. ELLIOTT
Marion County
My Commission Expires
August 24, 2015

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

BEING THE SAME LAND DESCRIBED (IN SURVEY MADE BY RICHARD TONELLATO OF GREENE & BRADOFORD, INC., DATED SEPTEMBER 26, 2011 KNOWN AS PROJECT NO. 08-197), AS FOLLOWS:

"SURVEY LEGAL DESCRIPTION EXISTING RIGHT OF WAY:"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

"SURVEY LEGAL DESCRIPTION REMAINING PARCEL"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

Tax I.D. No: 13-36-476-005

Real estate commonly known as 3089 Old Jacksonville Rd., Springfield, Illinois 62704

24

COPY

2011R35539
2011R35539
10/26/2011 01:01PM
REC FEE: 37.00
RHSP FEE: 10.00
TOTAL: $47.00
PAGES: 12
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

State of Illinois — Space Above This Line For Recording Data

This instrument was prepared by (name, address): TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704

When recorded return to (name, address): TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704

ASSIGNMENT OF LEASES AND RENTS

1. **DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is October 19, 2011. The parties and their addresses are:

ASSIGNOR: OJCC REALTY, LLC
7444 LONG AVENUE
SKOKIE IL 60077

MS SPRINGFIELD LLC
109 W JACKSON STREET
POB 767
CICERO IN 46034

☐ Refer to the Addendum that is attached and incorporated herein for additional Assignors.

LENDER: TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

2. **ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property:
SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

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The Property is located in SANGAMON County at 3089 OLD JACKSONVILLE RD, SPRINGFIELD IL 62711 (Address, City, State, ZIP Code).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time will not exceed $ 10,360,000.00 . This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

4. **SECURED DEBTS.** This Assignment will secure the following Secured Debts:

A. ☒ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

SAID NOTE IN THE NAME OF MS SPRINGFIELD, LLC

☐ One or more of the debts secured by this Assignment contains a future advance provision.

B. ☐ **All Debts.** All present and future debts from Assignor and _____

to Lender, even if this Assignment is not specifically referenced or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

5. **PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

6. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

7. **WARRANTIES AND REPRESENTATIONS.** To induce Lender to enter into the Loan, Assignor makes these representations and warranties for as long as this Assignment is in effect.

A. **Power.** Assignor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Assignor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which

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PS _____

Assignor operates or Assignor owns or leases property. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as now conducted.

B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment: are within Assignor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities. All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.

E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose.

F. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey, mortgage and warrant to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

H. **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

I. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).

J. **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

8. **COVENANTS.** Assignor agrees to the following covenants:

A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. **Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's written consent.

F. **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. **Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts to the extent permitted by law. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

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L. **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
   A. A beneficial interest in Assignor is sold or transferred.
   B. There is a change in either the identity or number of members of a partnership or similar entity.
   C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
   However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment:
   A. **Payments.** Assignor fails to make a payment in full when due.
   B. **Insolvency or Bankruptcy.** Assignor makes an assignment for the benefit of creditors or becomes insolvent, either because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due; or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
   C. **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent.
   D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
   E. **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender.
   F. **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
   G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.
   H. **Property Value.** The value of the Property declines or is impaired.
   I. **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
   J. **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.
   K. **Insecurity.** Lender reasonably believes that Lender is insecure.

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following:
   A. **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
   B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
   C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts.
   D. **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
   E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
   F. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
   G. **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants and licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

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H. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substances" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

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PET _____

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses to the extent permitted by law, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

15. **TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

16. **CO-SIGNERS.** If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts. If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

17. **WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisement and homestead exemption rights relating to the Property.

18. **U.C.C. PROVISIONS.**

☒ **Construction Loan.** This Assignment secures an obligation incurred for the construction of an improvement on the Property.

19. **OTHER TERMS.** If checked, the following are applicable to this Assignment:

☐ **Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

☐ **Additional Terms.**

20. **APPLICABLE LAW.** This Assignment is governed by the laws of Illinois, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

21. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor.

22. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

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PGT _____

24. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail and by registered or certified mail, return receipt requested, to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.

25. **SIGNATURES.** By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

OJCC REALTY, LLC MS SPRINGFIELD LLC
(Entity Name)

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Signature) SEE ATTACHED SIGNATURE ADDENDUM

ACKNOWLEDGMENT:

(Individual)

STATE OF _____, COUNTY OF _____} ss.
This instrument was acknowledged before me this _____ day of _____
by _____.
My commission expires:

_____
(Notary Public)

(Business or Entity Acknowledgment)

STATE OF _____, COUNTY OF _____} ss.
This instrument was acknowledged before me this _____ day of _____
by _____
_____ (Title(s))
of _____ (Name of Business or Entity)
a _____ on behalf of the business or entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:
STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19 day of October, 2011
by Benjamin M. Klein
of OJCC Realty LLC
a Member/Manager on behalf of the business entity.
My commission expires:

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

ACKNOWLEDGMENT:
STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Brian Levinson
of OJCC Realty, LLC
a member/manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Mark Shapiro
of OJCC Realty, LLC
a Member/manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF INDIANA, COUNTY OF Hamilton} ss.
This instrument was acknowledged before me this 19th day of October 2011
by Paul Ezekiel Turner, President of Mainstreet Asset Management Inc., the Manager
of MS Springfield, LLC
a_____ on behalf of the business entity.
My commission expires:

Julie M. Elliott
(Notary Public)

JULIE M. ELLIOTT
Marion County
My Commission Expires
August 24, 2015

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

BEING THE SAME LAND DESCRIBED (IN SURVEY MADE BY RICHARD TONELLATO OF GREENE & BRADOFORD, INC., DATED SEPTEMBER 26, 2011 KNOWN AS PROJECT NO. 08-197), AS FOLLOWS:

"SURVEY LEGAL DESCRIPTION EXISTING RIGHT OF WAY:"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

"SURVEY LEGAL DESCRIPTION REMAINING PARCEL"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

Tax I.D. No: 13-36-476-005

Real estate commonly known as 3089 Old Jacksonville Rd., Springfield, Illinois 62704

25

COPY

2011R35540
2011R35540
10/26/2011 01:01PM
REC FEE: 35.00
RHSP FEE: 10.00
TOTAL: $45.00
PAGES: 10
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

SUBORDINATION AND NONDISTURBANCE AGREEMENT

THIS AGREEMENT has been entered into this October 19, 2011, between **TOWN AND COUNTRY BANK**, an Illinois banking corporation, having an office at 1925 South MacArthur Boulevard, Springfield, Illinois 62704 ("Bank"), **MS SPRINGFIELD, LLC**, an Indiana limited liability company, whose principal business address is 109 West Jackson Street , Cicero, Indiana 46034 ("Landlord"), **OJCC REALTY, LLC**, an Illinois limited liability company, whose principal business address is 7444 Long Avenue, Skokie, Illinois 60077 ("Tenant") and **OJCC, LLC**, an Illinois limited liability company, whose principal business address is 7444 Long Avenue, Skokie, Illinois 60077 ("Subtenant", and together with Tenant, the "Tenants").

WITNESSETH:

WHEREAS, Tenant is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, Tenant and Landlord have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Landlord will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from Tenant (subject to the hereinafter described Mortgage) and lease the Project back to Tenant;

WHEREAS, Tenant will sublease the Property to Subtenant pursuant to a Sublease dated October 19, 2011 (the "Sublease", and together with the Lease, the "Leases);

WHEREAS, Landlord and Tenants have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be

made by Bank to Landlord, which Loan is evidenced by the promissory note from Landlord to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Landlord and Tenant to Bank (including all renewals, modifications and extensions thereof, the "Mortgage") and by the Assignment of Rents and Leases dated October 19, 2011 from Landlord and Tenant to Bank (the "Assignment of Rents and Leases");

WHEREAS, the purpose of this Agreement is to set forth the parties' agreements regarding the subordination of the Leases to the Bank's mortgage interest and the nondisturbance of Tenants' possession of the Property pursuant to the Leases, as described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and in order to induce Bank to extend and/or continue to extend credit to Landlord, the parties agree as follows:

1. Tenants acknowledge and agree that the Leases and Tenants' interest in the Property are and shall be subject and subordinate in all respects to the Mortgage. Tenants further acknowledge and consent to the Assignment of Rents and Leases in connection with the Mortgage. Tenants acknowledge that the interest of the Landlord under the Lease is to be assigned to Bank solely as security for the purposes specified in said assignments, and Bank shall have no duty, liability or obligation, whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Bank shall specifically undertake such liability in writing or unless Bank or its designee or nominee becomes, and then only with respect to periods in which Bank or its designee or nominee becomes, the fee owner of the Property. If there is a default by Landlord in the payment or performance of any of the obligations evidenced or secured by the Mortgage, Bank may, at its option, demand all rents due under the Leases be paid by Tenants directly to Bank at the address specified above, or as otherwise specified by Bank. Tenants agree that upon Bank's request for payment of rent directly to Bank, Tenants will timely remit all rent payments directly to, and payable to the order of, Bank. Such payments to Bank shall be credited against Tenants' payment obligations under the Leases.

2. Bank hereby agrees that so long as Tenants are not in default in the payment or performance of any rent or other obligation for a period beyond the time allowed in the Lease to cure such default, in the event of foreclosure or other enforcement of the terms of the Mortgage, or if Bank comes into possession of or acquires title to the Property by deed in lieu of foreclosure or otherwise (i) Tenants shall not be evicted from the Property, (ii) Tenants' leasehold estate under the Leases shall not be terminated or disturbed, and (iii) none of Tenants' rights under the Leases shall be affected in any way by reason of any default under the Mortgage or any action or proceeding to foreclose the Mortgage, except that Bank shall not in any event have any liability for any default by Landlord under the Lease occurring prior to the date on which Bank shall have succeeded to the rights of Landlord under the Lease, nor shall Bank be subject to any defense to the payment of rent (including, without limitation, any previous prepayment of more than one-month's Rent) or any offset or abatement of rent which shall have accrued prior to the date on which Bank shall have succeeded to the rights of Landlord under the Lease. If provision for such defense, offset or abatement is made in the Lease, then Bank shall not be subject to any such defense, offset or abatement until the expiration of the period of time for the remedy of the matter giving rise to such defense, offset or abatement described in clause (ii) of Paragraph 4 of

this Agreement. Notwithstanding anything to the contrary, Bank shall have no obligations nor incur any liability or be accountable for (a) any representations, warranties or indemnities of any nature whatsoever made by or on behalf of Landlord or Tenant, whether pursuant to the Leases or otherwise, including without limitation any representations or warranties respecting use, compliance with laws, or condition of the Property, (b) any monies deposited with Landlord or Tenant (including security deposits) except to the extent such monies are actually paid to Bank, (c) liable to Tenants for any act or omission of any prior lessor under the Leases or subject to any rights of setoff, damages, claims or defenses otherwise assertable by Tenants against any prior lessor, (d) obligated to complete the construction of any improvements under the Option or Lease, (e) bound by any rents paid in advance to any prior owner of the Property, (f) bound by any cancellation of the Leases not joined in or consented to in writing by Bank or any other termination rights of Tenants under the terms of the Leases, or (g) bound by any change to the Leases not joined in or consented to in writing by Bank. Further, in the event that Bank shall acquire Landlord's interest in the Property, Bank shall have no obligation, nor incur any liability, beyond Bank's then equity interest, if any, in the Property, and Tenants shall look exclusively to such equity interest of Bank for the payment and discharge of any obligations or liability imposed Bank hereunder or under the Leases or any renewal or replacement thereof.

3. Tenants shall not, without obtaining the joinder or prior written consent of Bank which shall not be unreasonably withheld: (i) enter into any agreement cancelling the Leases; (ii) enter into any agreement changing the Leases; (iii) prepay any rents, additional rents or other payments due under the Leases in advance of the due date thereof; (iv) voluntarily surrender the Property in any manner not in accordance with the Leases; or (v) assign its leasehold interest except as permitted by the Leases. None of the foregoing acts, if done without the prior written consent or joinder of Bank, shall be of any force or effect.

4. Tenants hereby agree that if any act or omission by Landlord occurs which would give Tenants the right, either immediately or after the lapse of a period of time, to terminate the Leases, or to claim a partial or total eviction, Tenants will not exercise such right (i) until they have given written notice of such act or omission to Bank by delivering such notice of such act or omission, by registered mail, addressed to Bank, at Bank's address as given herein (Attention: Commercial Loan Department) or at the last address of Bank, furnished to Tenants in writing; and (ii) until a thirty (30) day period for remedying such act or omission shall have elapsed following such giving of notice; provided that such period shall be reasonably extended if such default cannot reasonably be cured within 30 days and Bank, with reasonable diligence, shall, following the receipt of such notice, have commenced and continued the steps required to remedy such act or omission or to cause the same to be remedied.

5. Tenants and Bank hereby agree that if by reason of default on the part of Landlord under the Mortgage, Bank shall enter into and become possessed of the Property either through foreclosure action, deed in lieu of foreclosure or otherwise, or in the event of the sale of the Property as a result of any action or proceeding to foreclose the Mortgage, then the Lease shall continue as a direct Lease between Bank or the then owner of the Property and Tenant, upon all of the terms, covenants, conditions and agreements as set forth in the Lease, and Tenant shall attorn to Bank or such then owner as its landlord under the Lease, and upon the request of Bank or such then owner, Tenant shall execute and deliver an agreement of attornment; provided, however, that Bank or such then owner shall in no event have any liability under the Lease prior to the date Bank or such then owner shall succeed to the rights of Landlord under the Lease.

6. This Agreement shall apply to and bind the parties hereto and their respective successors and assigns; provided however, that Bank or such then owner, its successors and assigns, shall not be bound by any assignment, surrender, termination, amendment or modification of the Lease which shall be made without the consent of Bank, such then owner or such successor or assign, except for any assignment permitted under the Lease without Landlord's consent. If the terms of the Leases conflict with the terms of the Mortgage, the terms of the Mortgage shall control. This Agreement may be executed in any number of counterparts, all of which shall collectively constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Authorized Manager

6. This Agreement shall apply to and bind the parties hereto and their respective successors and assigns; provided however, that Bank or such then owner, its successors and assigns, shall not be bound by any assignment, surrender, termination, amendment or modification of the Lease which shall be made without the consent of Bank, such then owner or such successor or assign, except for any assignment permitted under the Lease without Landlord's consent. If the terms of the Lease conflict with the terms of the Mortgage, the terms of the Mortgage shall control. This Agreement may be executed in any number of counterparts, all of which shall collectively constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Authorized Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Benjamin M. Klein**, personally known to me to be the Authorized Manager of **OJCC, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of October, 2011.

_____
Notary Public

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

STATE OF Indiana)
) SS.
COUNTY OF Hamilton)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Paul Ezekiel Turner**, personally known to me to be the president of Mainstreet Asset Management, Inc., an Indiana corporation and corporate manager of **MS Springfield, LLC,** an Indiana limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument pursuant to proper company authorization as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal this 19th day of October, 2011.

KYLEE C. TURNER
Notary Public- Seal
State of Indiana
My Commission Expires Jan 30, 2014

Kylee C. Turner
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Grant N. Franklin**, personally known to me to be the Senior Vice President of **Town and Country Bank**, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and seal this 19 day of October, 2011.

Notary Public

OFFICIAL SEAL
ERIC W. CAMPBELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-24-2014

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Benjamin M. Klein**, personally known to me to be the Authorized Manger of **OJCC Realty, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of October, 2011.

Notary Public

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

This instrument was prepared by:
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

When recorded return to (name, address):
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, IL 62704

26

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	
MS Springfield, LLC 109 W Jackson Street POB 767 Cicero IN 46034	TOWN AND COUNTRY BANK 1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704	Loan Number 500132519 Date 10/19/11 Maturity Date 01/19/13 Loan Amount $ 10,360,000.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of Ten million three hundred sixty thousand & no/100 Dollars $ 10,360,000.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On 10/19/11 I will receive the amount of $ .00 and future principal advances are contemplated.

Conditions: The conditions for future advances are FUTURE ADVANCES WILL BE MADE UPON THE REQUEST OF THE BORROWER TO CONSTRUCT 75 BED SKILLED NURSING FACILITY

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from October 19, 2011 at the rate of 4.50 % per year until the index rate changes.

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be Equal To the following index rate: THE INDEX IS BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 70% OF THE 10 LARGEST U.S. BANKS KNOWN AS THE WALL STREET JOURNAL U.S. PRIME RATE

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as _____. A change in the interest rate will take effect The Same Day The Index Changes.

☒ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than 4.50 %. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% of the payment amount with a minimum of $10.00.

☐ **RETURN CHECK CHARGE.** I agree to pay the greater of $_____ or all costs and expenses incurred in connection with any payment on this loan that is returned because it has been dishonored.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest Monthly Beginning - November 19, 2011

☒ **Principal:** I agree to pay the principal At Maturity - January 19, 2013

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is CONSTRUCT SKILLED NURSING FACILITY.

ADDITIONAL TERMS:

Minimum Interest Charge: I agree to pay a minimum interest charge of $200.00 if I pay this note off before you have earned that much in interest.

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☒ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☒ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☒ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☒ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☒ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☒ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☒ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description:** The Property includes, but is not limited by, the following:

MORTGAGE DATED 10/19/11 IN THE AMOUNT OF $10,360,000.00 ON PROPERTY COMMONLY KNOWN AS 3089 OLD JACKSONVILLE ROAD, SPRINGFIELD IL

ASSIGNMENT OF LEASE & RENTS ON PROPERTY COMMONLY KNOWN AS 3089 OLD JACKSONVILLE ROAD, SPRINGFIELD IL

If this agreement covers timber to be cut, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.

Borrower/Owner State of organization/registration (if applicable) INDIANA

☒ **CONFESSION OF JUDGMENT:** I agree to the terms of the "Confession of Judgment" paragraph on page 3.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

COLLATERAL PROTECTION INSURANCE NOTICE - Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the premiums for that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The premiums may be added to my total outstanding balance or obligation. The premiums may be more than the premiums for insurance I may be able to obtain on my own.

Any person who signs within this box does so to give you a security interest in the property described on page 2. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

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BT _____

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Illinois will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:
(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds that are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:
(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
(4) You may refuse to make advances to me or allow purchases on credit by me.
(5) You may use any remedy you have under state or federal law.
(6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:
(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest); or
(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

CONFESSION OF JUDGMENT - If agreed on page 2, then in addition to your remedies listed herein, I authorize any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment, without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2 AND 3). I have received a copy on today's date.

MS Springfield, LLC

By: Mainstreet Asset Management, Inc., its Manager

By: Paul Ezekiel Turner, President

SIGNATURE FOR LENDER: GRANT N FRANKLIN
SENIOR VICE PRESIDENT

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27

LOAN ADDENDUM

This LOAN ADDENDUM ("Addendum") is entered into as of October 19, 2011, by and among **MS SPRINGFIELD, LLC,** an Indiana limited liability company ("Borrower"), **OJCC REALTY, LLC**, an Illinois limited liability company ("OJCC Realty"), **OJCC, LLC**, an Illinois limited liability company ("OJCC"), and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("Bank").

WITNESSETH

WHEREAS, OJCC Realty is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and Borrower have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) , and lease the Project back to OJCC Realty;

WHEREAS, OJCC is an affiliated entity with OJCC Realty and will operate the skilled nursing facility; and

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage") and by the Assignment of Rents and Leases dated October 19, 2011 between Borrower, OJCC Realty and Bank (the "Assignment of Rents and Leases");

WHEREAS, Borrower and OJCC Realty have agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, the Loan, Note and Mortgage will be secured by guaranties (collectively, the "Guaranties") from the following individuals and entities: Paul Ezekiel Turner, V. Edward Grogg and P. Eric Turner (the "Individual Guarantors") and, Mainstreet Capital Partners, an Indiana limited liability company LLC ("MCG"), Mainstreet Property Group, LLC, an Indiana limited liability company ("MPG") and Mainstreet Asset Management, Inc., an Indiana corporation (collectively, the "Corporate Guarantors");

WHEREAS, one of the conditions of the Loan is that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement pursuant to the Guaranty of OJCC of even date herewith given to Borrower and assigned to Bank (the "OJCC Guaranty");

WHEREAS, Borrower, OJCC and OJCC Realty desire that Bank make the Loan to Borrower, and are willing to enter into this Addendum supplementing the terms and provisions of the Note and Mortgage with the additional provisions and covenants contained herein;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations herein set forth, the parties hereto for themselves and their respective successors and assigns and successors in interest, do hereby covenant and agree as follows:

1. **Loan Documents.** As used herein, "Loan Documents" means all documents, agreements and assignments evidencing or securing the Loan, including but not limited to the Note, the Mortgage, this Addendum, the LRF Agreement, the Assignment of Rents and Leases, the OJCC Guaranty, the Guaranties, the Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank, the Security Assignment dated October 19, 2011 of the Construction Contract and the Architect Agreement for the Project from Borrower to Bank, the Construction Loan Escrow Trust and Disbursing Agreement for the Project between Borrower, Bank, OJCC Realty and Chicago Title Insurance Company, the and the Assignment of Development Items dated October 19, 2011 from Borrower to Bank.

2. **Construction Disbursements.** All advances of Loan funds by Bank (the "Advances") for acquisition and construction of the Project shall be made pursuant to a Construction Disbursement Agreement (the "Construction Escrow") in form and substance satisfactory to Bank with a title insurance company acting as Construction Escrowee, and shall be considered to be disbursed to Borrower from the date of deposit into the Construction Escrow, and interest shall accrue on those funds from that date. Disbursements of the Loan funds shall be made using sworn contractors statements and waivers of lien and upon receipt by Bank and the escrow agent of a completed requisition of Borrower, in such form as required by Bank and the Construction Escrowee, signed by an authorized representative of Borrower.

3. **Loan to Value.** The Loan shall be in an amount not exceeding the lesser of (i) $10,360,000.00, (ii) 75% of the acquisition and construction costs of the Project approved by Bank, and (iii) 75% of the appraised value of the Project approved by Bank.

4. **Equity Contribution.** Borrower shall contribute Equity Funds in the form of cash or readily available funds to the Project prior to any advances of the Loan by Bank. Bank may, at its option, require that Borrower's Equity Funds be deposited with Bank, which Equity Funds shall be disbursed prior to any Loan proceeds. "Equity Funds" means that sum contributed by Borrower to pay the costs of acquiring and constructing the Project, such sum to be in the amount not less than (i) $2,590,000.00 and (ii) the amount necessary to supplement proceeds of the Loan to pay the costs of the Project so that the loan-to-value limitations contained in this Addendum are not exceeded.

5. **Debt Service Coverage.** Upon commencement of monthly rent payments under the Lease, Borrower shall demonstrate a Debt Service Coverage Ratio of 1.25 to 1.00. For purposes of this covenant:

(i) "Debt Service Coverage Ratio" means the ratio of Net Operating Income divided by Annual Debt Service.

(ii) "Net Operating Income" means Borrower's rental income minus Borrower's operating expenses and capital expenditures not financed with indebtedness during the preceding twelve months (exclusive of interest expense, depreciation and amortization expenses).

(iii) "Annual Debt Service" means an amount equal to the sum of the annual principal and interest payments on the Loan and all other indebtedness of Borrower, including capitalized leases.

6. **Additional Indebtedness.** Borrower shall not directly or indirectly incur indebtedness or in any way become or be responsible for obligations of any other person under a guaranty or similar agreement, in excess of $50,000 in aggregate without the prior written consent of Bank, which consent shall not be unreasonably withheld for normal and necessary repair and maintenance of the Project.

7. **Financial Reports.** (a) Borrower covenants that it will deliver to Bank and cause to be delivered to Bank such information as Bank may request from time to time, including but not limited to:

(i) As soon as available, and, in any event, within **150** days after the end of each fiscal year, separate audited annual financial reports for Borrower and each Corporate Guarantor, prepared in accordance with generally accepted accounting principles (GAAP) by a certified public accountant chosen by Borrower and such Corporate Guarantor and acceptable to Bank which shall include a balance sheet, statement of income, statement of reconciliation of net worth, statement of changes in financial position and notes to financial statements.

(ii) As soon as available, and, in any event, within **90** days after the end of each calendar year quarter, Borrower's interim financial reports which shall include a

balance sheet at the end of each such period and an income statement for the period from the beginning of the current fiscal year to the end of such period. These statements shall be prepared on substantially the same accounting basis as the statements required above and the accuracy of the statements (subject to audit and year-end adjustments) shall be certified by the Borrower's chief financial officer or managing Member.

(iii) As soon as available, and, in any event, within **150** days after the end of each fiscal year, annual federal and state income tax returns of Borrower and each Corporate Guarantor and Individual Guarantor.

(iv) As soon as available, and, in any event, within **150** days after the end of each calendar year, annual signed current personal financial statements and personal global cash flows of each Individual Guarantor certified to Bank as true, accurate and complete.

(v) Any such other information requested by the Bank respecting the business, properties or the condition or operations, financial or otherwise, of Borrower, Corporate Guarantors or Individual Guarantors as Bank may from time to time request within **30** days of such request.

(b) In addition to the foregoing financial reports, Borrower covenants that it will deliver to Bank the audited financial information (in the form described in subparagraph (i) above) of Borrower and each Corporate Guarantor for the 2010 fiscal year on or before December 31, 2011.

(c) OJCC Realty and OJCC covenant they will deliver to Bank and cause to be delivered to Bank such information as Bank may request from time to time, including but not limited to:

(i) As soon as available, and, in any event, within **150** days after the end of each fiscal year, separate annual financial reports for OJCC Realty and OJCC, prepared in accordance with generally accepted accounting principles (GAAP) which shall include a balance sheet, statement of income, statement of reconciliation of net worth, statement of changes in financial position and notes to financial statements.

(ii) As soon as available, and, in any event, within **90** days after the end of each calendar year quarter, OJCC Realty's and OJCC's interim financial reports which shall include a balance sheet at the end of each such period and an income statement for the period from the beginning of the current fiscal year to the end of such period. These statements shall be prepared on substantially the same accounting basis as the statements required above and the accuracy of the statements (subject to audit and year-end adjustments) shall be certified by the chief financial officer or managing Member of OJCC Realty and OJCC.

(iii) As soon as available, and, in any event, within **150** days after the end of each fiscal year, annual federal and state income tax returns of OJCC Realty and OJCC.

(iv) Any such other information requested by the Bank respecting the business, properties or the condition or operations, financial or otherwise, of OJCC Realty and OJCC as Bank may from time to time request within **30** days of such request.

8. **Lease Information.** Borrower, OJCC and OJCC Realty covenant that they will use reasonable efforts to cause to be delivered to Bank such financial and operating information as Bank may request from time to time regarding the Lease, OJCC Realty and OJCC, including but not limited to concurrent delivery to Bank of duplicate copies of all notices, demands, financial information and reports, operating information and reports, and all other information to be furnished by or between Borrower, OJCC and OJCC Realty under the Lease. Such information shall also include quarterly financial statements, census reports, annual financial statements and audited financial statements.

9. **Inspection Rights.** Borrower, OJCC and OJCC Realty will permit representatives of Bank, from time to time during normal business hours upon notice as set forth in Section 17 of the Lease, as often as may be reasonably requested, to (i) inspect the Project and the books and records of each party (except any records subject to privacy and confidentiality laws) and make copies from such books and records which relate to its performance under any of the Loan Documents or Lease, and (ii) discuss with its officers and accountants its business, assets, liabilities, financial condition, results of operations and business prospects.

10. **Opinions of Counsel.** Borrower shall provide opinions of counsel to Borrower, Corporate Guarantors, Individual Guarantors, OJCC Realty and OJCC addressed to Bank in a form satisfactory to Bank.

11. **Lease Guaranty.** OJCC guaranties for the benefit of the Bank the performance of all obligations of OJCC Realty under the Lease and the LRF Agreement and shall execute and deliver the OJCC Guaranty and such additional documents evidencing the guaranty as may be reasonably requested by Bank.

12. **Loan Participation.** Bank may assign the Loan to, or participate the Loan with, other financial institutions and lenders ("Participating Lenders"). Borrower hereby specifically grants unto Bank the right and privilege, at its option and without further consent of Borrower, to participate, transfer and assign to one or more third parties all or any part of Bank's rights to or in the Loan and Loan Documents, in which event Bank may also act as the "Administrative Agent". Borrower may not assign any of its rights or obligations hereunder, the Note or any of the other Loan Documents without the prior consent of Bank.

13. **Cure Period; Cross Default.** Borrower shall have 30 days after written notice from Bank to cure a default under the Note or Mortgage other than a default for failure to make any payments due under the Note or Mortgage. A breach, default or an event of default under any of the Loan Documents or Borrower's breach of the Lease that shall have occurred and be continuing without being cured or waived pursuant thereto shall constitute a default of each of the Loan Documents.

14. **Borrower Reorganization.** Borrower represents and warrants that MPG is the sole member of Borrower and that MPG is considering merging into MCG. Bank acknowledges such intent and shall not unreasonably withhold Bank's written consent to such merger provided that Borrower shall provide to Bank all details and other information requested by Bank of such merger to Bank prior to such merger.

15. **Sale and Lease Back of Property.** Notwithstanding provisions in the Section 7 of Mortgage and Sections 7 and 10(G) in the Assignment of Rents and Leases to the contrary, Bank acknowledges and agrees that (i) OJCC may sell the Property to Borrower in accordance with the Option, and (ii) the Property may be leased to OJCC Realty with a sublease to OJCC.

16. **No Future Advances to OJCC Realty.** Bank further acknowledges that Bank shall make no future advances to OJCC Realty secured by the Mortgage as permitted by Section 3(B) of the Mortgage without written consent from Borrower.

17. **Tenant Improvements of Property**. Section 10 of the Mortgage is amended to permit improvements of the Property in accordance with Section 5.4 of the Lease.

18. **Amendment of Section 14 of Mortgage.** Section 14(G) of the Mortgage is deleted.

19. **Project Sign.** Bank may display a sign at the construction site informing the public that Bank is the construction lender for the Project. Bank may obtain other publicity in connection with the Project through press releases and participation in ground breaking and opening ceremonies and similar events.

20. **Operating Accounts.** Borrower's operating banking accounts for the Project will be maintained at the Bank during the term of the Loan.

21. **Prepayment of Note.** No prepayment penalty or fee shall be due if the Note is repaid in advance of the amortization schedule if repaid from the sale of the collateral, excess business cash flow, or some similar occurrence. However, if the Note is repaid through a refinance with another lender, a prepayment premium will be paid by Borrower (the "Prepayment Premium"). The Prepayment Premium shall be an amount equal to the greater of (a) one percent (1%) of the outstanding principal balance of the Note, or (b) the Yield Maintenance Prepayment Premium.

The Yield Maintenance Prepayment Premium shall be an amount equal to the product of (i) the outstanding principal balance due on the Note (including accrued interest) at the time of prepayment multiplied by (ii) the "Monthly Interest Differential" (as hereinafter defined), and (iii) discounted by the "Treasury Yield" (as hereinafter defined) rate over the number of months then remaining on the Note to the end of the fifth year of the Loan. The "Monthly Interest Payment Differential" equals one-twelfth (1/12) of the amount (if any) by which the annual interest rate payable on the Note at such time exceeds the Treasury Yield for the period of time commencing on the next following day and ending on the maturity date of the Note ("Remaining Term"). The "Treasury Yield" equals the Federal Home Loan of Chicago Advance Rate(s) that most closely matches the number of months then remaining to the end of the fifth year of the Loan.

22. **Indemnification.** Borrower will indemnify Bank, Participating Lenders, successors, and/or assigns (collectively, the "Indemnified Parties") from any and all loss, costs,

damage (including consequential damages suffered by third-party claimants) or expense (including without limitation, attorney's fees and costs) incurred in the investigation of the status of the Property and the investigation, defense and settlement of claims that Indemnified Parties may incur as a result of or in connection with: (i) the assertion against Indemnified Parties by any party of any claim relating to the presence or removal of any hazardous wastes, hazardous substances or contaminants present in or on the Property during the time that Borrower or OJCC Realty own the Property; (ii) the assertion against Indemnified Parties by any party of a claim related to a violation of the Americans With Disabilities Act of 1990 or any regulations relating thereto, as amended from time to time; or (iii) compliance by Indemnified Parties with any other federal, state, local laws, rules, regulations or orders relating thereto which compliance is necessitated by Borrower's or OJCC Realty's failure to comply with obligations. The foregoing indemnification shall survive repayment of the Note and foreclosure, reconveyance or assignment of the Mortgage.

23. **Advances.** Bank's obligation to make the initial Advance and each subsequent Advance shall be subject to the fulfillment to Bank's satisfaction of all of the conditions and obligations of Borrower, OJCC Realty and OJCC set forth in the Loan Documents. Bank shall not be obligated to make any Advance unless and until (a) Borrower, OJCC Realty and OJCC have signed and delivered the Loan Documents; (b) the Mortgage and other security interests in the Property have been duly recorded and perfected; and (c) Bank has been provided evidence, satisfactory to Bank, that Borrower has obtained all insurance required under the Loan Documents, and that Bank's liens on the Property are valid perfected first liens.

24. **Counterparts.** This Addendum shall be construed in accordance with the laws of Illinois. It may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

25. **Jurisdiction and Venue.** TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS ADDENDUM, THE LOAN DOCUMENTS OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

26. **Jury Waiver.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE,

KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ADDENDUM, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, this Addendum has been signed and executed as of the date written above.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ADDENDUM, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, this Addendum has been signed and executed as of the date written above.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

28

HYPOTHECATION AGREEMENT

This HYPOTHECATION AGREEMENT (the "Agreement") is entered into as of October 19, 2011, between **OJCC REALTY, LLC**, an Illinois limited liability company ("**OJCC Realty**"), **OJCC, LLC**, an Illinois limited liability company ("**OJCC**") and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("**Bank**").

WHEREAS, OJCC Realty is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and MS Springfield, LLC, an Indiana limited liability company ("Borrower") have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, OJCC is an affiliated entity of OJCC Realty, will execute a sublease of the Property with OJCC Realty (the "Sublease"), and will operate the skilled nursing facility;

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, one of the conditions of the Loan is that the Property be pledged as collateral to secure the Loan and that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement;

WHEREAS, it is in interest of OJCC Realty and OJCC that Bank make such Loan and the Project be constructed.

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement in order to induce Bank to make the Loan;

Now Therefore, for good and valuable consideration, the receipt of which the parties hereby acknowledge and in consideration of the Loan or other financial accommodation heretofore or hereafter at any time made or granted by Bank to Borrower and as an inducement to Bank to make, renew or extend the Loan, advance, or other financial accommodation to Borrower, OJCC Realty and OJCC agree as follows:

1. As collateral for the Loan, OJCC Realty and OJCC hereby hypothecate, deliver, pledge, assign and transfer to Bank all of the property described in the Mortgage, including but not limited to the Property, together with their rights under the Sublease and the Lease. OJCC Realty and OJCC shall execute and deliver the Mortgage to Bank and such other assignments and security agreements as Bank shall reasonably request to evidence the granting of the collateral described herein. The Mortgage and collateral shall secure the payment of all obligations of Borrower to Bank, direct, absolute, or contingent, or now or hereafter existing, or due or to become due.

2. OJCC Realty represents to Bank that OJCC Realty is the lawful owner of the Property, free of all claims and liens other than matters established through the public record or which may have been created or permitted by other parties without OJCC Realty's knowledge, the security interest of Bank and prior security interests approved by Bank, with full right to hypothecate, deliver, pledge, assign and transfer the interest of OJCC Realty in the Property.

3. OJCC Realty and OJCC acknowledge and agree that the Lease, the Sublease, the Option Agreement, and their rights to occupy the Property and operate the Project are subordinate to the Mortgage, notwithstanding the order or time of attachment, or the order, time or manner of execution or perfection, or the order or time of filing or recordation of any document or instrument, or method of perfecting a security interest.

4. This Agreement shall be governed by the laws of the State of Illinois. 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 is prohibited by or invalid under such 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. This Agreement may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

5. TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT

TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

In Witness Whereof, the undersigned have executed this Agreement on the date first above written.

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Grant N. Franklin, Senior Vice President

Acknowledged and Approved:

BORROWER:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

In Witness Whereof, the undersigned have executed this Agreement on the date first above written.

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

TOWN AND COUNTRY BANK,
an Illinois banking corporation

By: _____
Grant N. Franklin, Senior Vice President

Acknowledged and Approved:

BORROWER:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

29

GUARANTY

This Guaranty dated as of October 19, 2011 (the "Guaranty") is given by **OJCC, LLC**, an Illinois limited liability company ("Guarantor").

WITNESSETH

WHEREAS, OJCC Realty, LLC, an Illinois limited liability company ("OJCC Realty"), is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and MS Springfield, LLC, an Indiana limited liability company ("Borrower"), have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, Guarantor is an affiliated entity of OJCC Realty and will operate the skilled nursing facility; and

WHEREAS, Borrower, OJCC Realty and Guarantor have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Town and Country Bank, an Illinois banking corporation (the "Bank") to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower, OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, it is in interest of Guarantor that Bank make such Loan and the Project be constructed;

WHEREAS, one of the conditions of the Loan is that Guarantor guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, Guarantor has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement and consent to the assignment of the guaranty to Bank to secure the Loan.

Now Therefore, for good and valuable consideration, the receipt of which Guarantor hereby acknowledges and in consideration of the Loan and other financial accommodation heretofore or hereafter at any time made or granted by Bank to Borrower and as an inducement to Bank to make, renew or extend a loan, advance, or other financial accommodation to Borrower, Guarantor hereby absolutely and unconditionally guaranties to Borrower and Bank the faithful performance of all obligations, covenants and agreements of OJCC Realty under the Lease and the LRF Agreement (collectively, the Lease and the LRF Agreement being the "Agreements").

Guarantor hereby absolutely and unconditionally guarantees to Borrower, Bank, and their successors and assigns, the prompt and full payment of all rent and other payments to be made by OJCC Realty under the Agreements, and the full performance and observance by OJCC Realty of all the other terms, covenants, conditions to be performed and observed by OJCC Realty, for which Guarantor shall be jointly and severally liable with OJCC Realty. Guarantor hereby waives any notice on nonobservance, or proof of notice or demand. Guarantor agrees that in the event of a default by OJCC Realty under the Agreements, Borrower or Bank may proceed against the Guarantor before, after or simultaneously with proceeding against OJCC Realty.

Guarantor further covenants and agrees that (i) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Agreements which are to be observed or performed by OJCC Realty thereunder, the same as if Guarantor were named therein as Tenant; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease transfer or other modification of the Agreements whether or not Guarantor shall have knowledge of, shall have been notified of, or has agreed or consented to the same.

This is an absolute and continuing Guaranty which shall remain in full force and effect and be irrevocable until payment in full of the principal, interest and all other indebtedness evidenced by the Note and Loan Documents, provided, however, that the affidavit, certificate, letter or statement of the Bank or any officer, agent or attorney of the Bank showing any part of the principal, interest or other indebtedness being unpaid shall constitute prima facie evidence of the validity, effectiveness, and continuing force of this Guaranty and any person may, and is hereby authorized to, rely thereon, absent demonstrable error.

Guarantor's liability shall be direct, immediate and not conditional or contingent upon the pursuit by Borrower or Bank of any remedies they may have or the requirement to resort first to OJCC Realty, any other party or any other remedy whatsoever. Borrower or Bank may pursue all or any of its remedies at one or at different times.

Guarantor agrees that Borrower may, in its sole and unfettered discretion but only with Bank's written consent, without notice to or consent of Guarantor and without in any way impairing or otherwise releasing, discharging or affecting Guarantor's obligations hereunder: (1) release OJCC Realty or any other person who may be liable under the Agreements; (2) release

or substitute any collateral; (3) fail to perfect any security interest or otherwise impair any collateral; (4) waive or impair any right Guarantor may have against OJCC Realty or any other person who may be liable under the Agreements; (5) settle or compromise any claim against OJCC Realty or any other person who may be liable under the Agreements; (6) make any election with respect to the Agreements allowable under law or the Agreements; (7) exercise or fail to exercise any rights Borrower may have under the Agreements; or (10) renew, extend, or modify the Agreements, including (without limitation) the amount of rent.

Guarantor waives any right to require Borrower or Bank to resort to any collateral, pursue any remedy or seek payment from OJCC Realty or any other person who may be liable under the Agreements before enforcing this Guaranty. Guarantor waives any notice of acceptance of this Guaranty, or any notice of the incurring by OJCC Realty at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder.

In the event either or both of the Agreements are disaffirmed by a Trustee in bankruptcy for OJCC Realty, Guarantor agrees that it shall, at the election of Borrower, either assume the Agreements and perform all of the covenants, terms and conditions of OJCC Realty thereunder or enter into new Agreements, which said new Agreements shall be in form and substance identical to the Agreements.

This Guaranty shall not be terminated, affected, or impaired in any manner by reason of: (1) the assertion by Borrower or Bank against OJCC Realty of any of the rights or remedies reserved to Borrower or Bank pursuant to the provisions of the Agreements; (2) the commencement of summary or other proceedings against OJCC Realty; (3) the failure of Borrower or Bank to enforce any of its rights against OJCC Realty; or (4) the granting by Borrower or Bank of any extensions of time to OJCC Realty.

Guarantor agrees to pay all costs of enforcement of this Guaranty when incurred, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of Borrower and Bank and their successors and assigns.

This Guaranty shall be governed by and construed pursuant to the law of the State of Illinois.

Guarantor agrees that, to the extent that OJCC Realty makes a payment or payments to Borrower or Bank, or Borrower or Bank receive any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to OJCC Realty, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of OJCC Realty or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Borrower of and from any claim or loss under this subparagraph, including Borrower's and Bank's legal fees and expenses and other expenses in the defense of any such action or suit

Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of OJCC Realty under the Agreements or any rights of contribution from any other guarantors of such liabilities.

Time is of the essence of this Guaranty.

TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS GUARANTY SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS GUARANTY.

Guarantor acknowledges and consents to the assignment of this Guaranty to Bank to secure the Loan and agrees to perform its obligations hereunder for Bank if Bank exercises any rights and privileges conferred hereunder.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first set forth above.

GUARANTOR:

OJCC, LLC
an Illinois limited liability company

By: _____
Name: Benjamin M. Klein
Its Manager

30

LEASE RESERVE FUND AGREEMENT

This LEASE RESERVE FUND AGREEMENT ("Agreement") is entered into as of October 19, 2011, by and among **OJCC REALTY, LLC**, an Illinois limited liability company ("Tenant"), **MS SPRINGFIELD, LLC,** an Indiana limited liability company ("Landlord"), and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("Bank").

WITNESSETH

WHEREAS, Tenant is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, Tenant and Landlord have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Landlord will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from Tenant (subject to the hereinafter described Mortgage) and lease the Project back to Tenant;

WHEREAS, Landlord and Tenant have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Landlord, which Loan is evidenced by the promissory note from Landlord to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Landlord and Tenant to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, Tenant has agreed to establish and maintain a Lease Reserve Fund with Bank to secure Tenant's obligations under the Lease (the "LRF") and to maintain the LRF with Bank as additional security for the Loan;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations herein set forth, the parties hereto for themselves and their respective successors and assigns and successors in interest, do hereby covenant and agree as follows:

1. **Establishment of LRF.** Tenant has opened a deposit account with the Bank denominated: "Lease Reserve Fund for OJCC Realty, LLC" which shall be maintained under Tenant's Federal Employer Identification Number. The Bank hereby accepts and acknowledges the receipt, and deposits to the credit of the LRF in the amount of $1,050,000.00 (the "LRF Amount"). The LRF shall be used solely to prevent or cure a default under the Lease pursuant to the terms thereof, and to the extent available pursuant to the Lease, to prevent or cure a default under the Note or Mortgage pursuant to the terms thereof. Upon any withdrawal of funds from the LRF, Tenant shall immediately deliver funds to Bank to restore the balance in the LRF to the LRF Amount. Subject to the Lease, Landlord shall have disbursement authorization on the LRF account. Bank shall provide periodic account statements to Tenant and Landlord.

2. **Pledge and Hypothecation of LRF.** Tenant acknowledges and consents to the Landlord's assignment to Bank of Landlord's rights to the LRF as security for the Loan. Tenant pledges and hypothecates the LRF to Landlord and Bank to secure Tenant's obligations under the Lease. Tenant authorizes Landlord and Bank to take, and Tenant shall take, all actions and execute all documents required by Landlord and Bank to attach, perfect and maintain Landlord's and Bank's security interest in the LRF and establish and maintain Landlord's and Bank's right to receive the LRF including, but not limited to, executing and filing any financing statements, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law.

3. **Withdrawals from LRF Generally.** In the event of Tenant's default under the Lease, to the extent monies then on deposit in the LRF may be collected pursuant to the Lease, such amounts shall be delivered to Landlord and Bank upon either's written direction for application to amounts owing on the Note and Mortgage, except that the LRF Amount shall be returned to Tenant upon the occurrence of any events triggering return of the LRF Amount to Tenant pursuant to Section 24.3 of the Lease (a "Release Event"). No withdrawals shall be permitted from the LRF by Tenant without the prior written consent of Landlord and Bank. So long as the Loan and any renewals or extensions thereof are outstanding, all withdrawals from the LRF, other than upon the occurrence of a Release Event, shall be paid to Bank and applied to pay and reduce amounts owing on the Loan.

4. **Non-Cancellation or Transfer.** This Agreement shall not be cancelled or terminated and monies in the LRF shall not be transferred to another account without the prior written consent of Landlord and Bank, other than upon the occurrence of a Release Event, in which case the prior written acknowledgment of Bank of the occurrence of a Release Event shall be required, which shall not be unreasonably withheld or delayed.

5. **Termination.** This Agreement shall terminate on the earlier to occur of (i) payment of all amounts owing on the Loan, and (ii) the termination hereof by written agreement of all the parties hereto. Upon such termination, all LRF moneys then held by Bank shall be released to Landlord and Tenant as they shall jointly direct.

6. **Hold Harmless.** Landlord and Tenant agree to hold Bank harmless and to indemnify Bank against any loss, liability, expense (including reasonable attorneys' fees and expenses), claim, or demand arising out of or in connection with the performance of the Bank's

obligations in accordance with the provisions of this Agreement, except to the extent caused by the negligence or willful misconduct of the Bank. The foregoing indemnities in this paragraph shall survive the resignation of the Bank or the termination of this Agreement.

7. **Bank Obligations.** The Bank's duties are only such as are specifically provided herein, and the Bank shall incur no liability to Tenant or Landlord except to the extent caused by Bank's negligence or willful misconduct. The Bank may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Bank shall be fully protected in acting in accordance with any written instructions given to it by Landlord or Tenant hereunder and which have been executed by the proper parties, including Landlord when required.

8. **Bank Resignation.** The Bank may resign from its duties hereunder by giving notice thereof to Tenant and Landlord, but such resignation shall not become effective until a successor to Bank shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor shall not have been delivered to the Bank within 30 days after the giving of such notice of resignation, Bank may at the expense of Landlord and Tenant at any time thereafter petition any court of competent jurisdiction for the appointment of a successor.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of Illinois. It may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

10. **Notices.** Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by registered mail, postage prepaid, or delivered by hand. Copies of any required notices, consents or requests hereunder shall also be delivered to the Bank:

(i) if to Tenant, to:

OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077

(ii) if to the Landlord, to:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: General Counsel

(iii) if to the Bank, to:

Town and Country Bank
1925 South MacArthur Boulevard
Springfield, Illinois 62704

IN WITNESS WHEREOF, this agreement has been signed and executed as of the date written above.

TENANT:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

LANDLORD:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

BANK:

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

IN WITNESS WHEREOF, this agreement has been signed and executed as of the date written above.

TENANT:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

LANDLORD:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

BANK:

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

31

ASSIGNMENT OF DEVELOPMENT ITEMS

THIS ASSIGNMENT (the "Assignment") is made as of October 19, 2011 by and between MS SPRINGFIELD, LLC, an Indiana limited liability company (the "Borrower"), and TOWN AND COUNTRY BANK, a state banking corporation, 1925 South MacArthur Boulevard, Springfield, Illinois 62704 (the "Bank").

RECITALS:

WHEREAS, OJCC Realty, LLC an Illinois limited liability company ("OJCC Realty"), is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and Borrower have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement dated October ___, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, OJCC, LLC, an Illinois limited liability company ("OJCC") is an affiliated entity with OJCC Realty and will operate the skilled nursing facility;

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note"), the Loan Addendum of even date herewith by and among Borrower, OJCC Realty, OJCC and Bank (the "Loan Addendum") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, the Loan is documented and secured by, among other instruments, the Note, the Loan Addendum, the Mortgage, the LRF Agreement, and the Guaranties as described in the Loan Addendum (collectively, the "Loan Documents");

WHEREAS, it is in the interest of OJCC Realty and OJCC that Bank make such Loan and the Project be constructed;

WHEREAS, one of the conditions of the Loan is that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement pursuant to the Guaranty of OJCC dated of even date herewith given to Borrower and Bank which Borrower may assign to Bank (the "OJCC Guaranty").

WHEREAS, as a condition of Bank entering making the Loan, Bank requires Borrower to assign to Bank all right, title and interest of the Borrower in and to the Development Items (as defined below).

ASSIGNMENT

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as part of the consideration for the Bank to make the Loan, Borrower and Bank agree as follows:

1. Assignment. (a) Borrower does hereby assign to Bank, its successors and assigns, all of Borrower's right, title and interest in and to the following items (the "Development Items") now or hereafter used or useful in connection with the control, development, construction and operation of the Project and Property:

(i) All plans and specifications prepared for the construction of the Project and any improvements, including without limitation, all studies, estimates, data, drawings, trade names, trademarks, and service marks;

(ii) All contracts, agreements, rights, documents, or instruments arising out of or in connection with the Project and the construction of improvements on the Property, whether now or hereafter existing, including but not limited to the OJCC Guaranty, the LRF Agreement, the Lease, the Option Agreement, and the Escrow Agreement dated _____, 2011 (the "Escrow Agreement") by and among Chicago Title Insurance Company, Borrower, OJCC Realty, Benjamin Klein, Brian Levinson and Mark Shapiro (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as the "Members"), the Assignment of Permit dated _____, 2011, by and between OJCC Realty, OJCC and Borrower (the "Permit Assignment"), and the Agreement to Assign Membership Interest dated _____, 2011 by and between the Members and Borrower (the "Membership Assignment");

(iii) All documents, instruments and agreements relating to, or in any way connected with, the operation, control, development or construction of the Project, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group, plats, PUDs, preliminary development plans, drainage studies, soil tests, tap rights or utility supply

agreements, traffic studies, master planning documents, environmental studies, appraisals, maps, surveys, renderings, marketing studies, and

(iv) All contracts, agreements, permits, licenses, authorizations and certificates with any individuals, entities, governmental or quasi-governmental entities or utility providers, including without limitation all architectural contracts, construction contracts, engineering contracts, subcontracts, agreements with suppliers of material, management contracts, service contracts, maintenance contracts, franchise agreements, license agreements, building permits and operating licenses with respect to the Project.

(b) Borrower does not warrant that any of the Development Items are assignable. Borrower makes this assignment to the extent that the Development Items may be legally assigned, and subject to the terms of any contracts, laws, ordinances and other matters governing Borrower's interest in the Development Items.

2. Borrower's Representations and Warranties. Borrower represents and warrants that:

(a) The Development Items are held by Borrower or when acquired by Borrower will be held by Borrower free and clear of all prior liens, security interests, charges and encumbrances whatsoever with respect to the Project and covenants and agrees with Bank to perform all acts required of it to maintain the Development Items in good standing at all times.

(b) The plans and specifications (and other relevant Development Items) for the Project covered by each building permit have been or will be approved by all governmental authorities whose approval is required or appropriate at the time such permit is issued.

(c) Borrower has not conveyed, transferred, or assigned the Development Items or any right or interest therein and has not executed any other document or instrument that might prevent or limit the Bank from operating under the terms, conditions and provisions of this Assignment, and subject to the terms of any contracts, laws, ordinances and other matters governing Borrower's interest in the Development Items.

(d) Borrower shall make no other assignment of the Development Items or of any right or interest therein.

(e) Borrower shall substantially perform and observe, in timely fashion, all of the covenants, conditions, obligations and agreements of Borrower in connection with the Development Items, in material accordance with the terms, conditions and provisions thereof.

(f) Borrower shall not intentionally waive, execute any agreement which could be interpreted as waiving, or in any manner release or discharge any party from, the material covenants, conditions, obligations or agreements to be performed or observed in connection with the Development Items, or condone any material nonperformance thereof, but shall, at its sole cost and expense, enforce and secure the performance of all material covenants, conditions, obligations and agreements to be performed or observed in connection with the Development Items.

3. Indemnity. In the exercise of the powers herein granted, no liability shall be asserted or enforced against the Bank prior to the enforcement of its rights hereunder, all such liability being hereby expressly waived and released by the Borrower. Borrower shall and does hereby agree to indemnify the Bank and hold it harmless of and from any and all liability, loss or damage which it may or might incur by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligations or undertakings required to be performed by Borrower in connection with the rights and privileges hereby assigned, except to the extent caused by the Bank's gross negligence or willful misconduct, and said indemnity does not extend to any acts or omissions Bank might make after asserting its rights to the Development Items under this assignment.

4. Bank's Rights. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default has occurred under the Loan Documents, but upon the occurrence of any such default, the Bank shall be entitled to all the rights, privileges and benefits of Borrower with respect to the Development Items, including the right to use the Development Items.

5. Attorney-In-Fact. Borrower does hereby make, constitute and appoint Bank, and its successors and assigns, as Borrower's true and lawful attorney-in-fact, in Borrower's name, place and stead, or otherwise, upon the occurrence of any default under the Loan Documents:

(a) To do all acts and to execute, acknowledge, obtain and deliver any and all instruments, documents, items or things necessary, proper or reasonably required in order to use and transfer the Development Items, including but not limited to the membership interests in OJCC Realty and the certificate of need as described in the Escrow Agreement, Permit Assignment and Membership Assignment;

(b) To give any notices, instructions, or other communications in connection with the Development Items;

(c) To demand and receive all performances due in connection with the Development Items and to take all lawful ways and means for the enforcement thereof and to compromise and settle any claim or cause of action in Borrower arising from or related to the Development Items and give acquittances and other sufficient discharges relating thereto; and

(d) To file any claim or proceeding or to take any other action, either in its own name, in that of its nominee, in the name of Borrower, or otherwise, to enforce the right to use the Development Items or protect and preserve the right, title and interest of Bank hereunder.

The power of attorney given herein is a power coupled with an interest and shall be irrevocable so long as any part of the Note remains unpaid or unperformed. Bank shall have no obligation to exercise any of the foregoing rights and powers in any event.

6. Bank's Counsel. Bank shall have the right at any time upon not less than five (5) business days' prior written notice to Borrower to appear in and defend and be represented by

counsel of its own choice in any action or proceeding purporting to affect Borrower's rights related to the Development Items.

7. Additional Indebtedness. All sums advanced or paid by the Bank under the terms hereof, all amounts paid, suffered or incurred by Bank in exercising any authority granted herein, including reasonable attorneys' fees, and all other amounts due the Bank from Borrower in connection with this Assignment shall be added to the indebtedness evidenced by the Note, shall be secured by the Loan Documents, shall bear interest at the highest rate payable under the Note until paid, and shall be due and payable by Borrower to the Bank within thirty (30) days following written demand.

8. Borrower Liability. Neither the execution and delivery of this Assignment nor any failure on the part of any person preparing the Development Items to comply with, honor and perform in accordance with any agreements made by that person shall affect the liability of any party to pay and perform the obligation under the Loan Documents.

9. No Release. The taking of this Assignment by the Bank shall not effect the release of any other collateral now or hereafter held by Bank as security for the Loan, nor shall the taking of additional security for the Note hereafter effect a release or termination of this Assignment or any terms, conditions or provisions hereof.

10. Termination. Upon payment in full of the principal, interest and all other indebtedness evidenced by the Loan Documents, this Assignment shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of the Bank or any officer, agent or attorney of the Bank showing any part of the principal, interest or other indebtedness on the Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Borrower hereby authorizes and directs all entities having any interest in the Development Items, upon receipt of written notice from the Bank, to recognize the Bank as entitled to exercise all powers and receive all benefits of Borrower thereunder.

11. Further Assurances. Borrower authorizes Bank to take, and Borrower shall take, all actions and execute all documents required by Bank to attach, perfect and maintain Bank's security interest in the Development Items and establish and maintain Bank's right to receive the Development Items including, but not limited to, executing and filing any financing statements, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law. Borrower, upon reasonable request of the Bank, shall execute and deliver such additional documents, including but not limited to financing statements, and do such other acts as may be reasonably necessary to fully implement the intent of this Assignment and to perfect and preserve the rights and interests of Bank hereunder and the priority thereof.

12. Inurement. Time is of the essence hereof. This Assignment shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Bank and its successors and assigns. This Assignment, however, is not intended to confer any right or remedies upon any person other than the parties hereto and their successors and assigns.

13. Payment of Costs. Borrower shall pay all reasonable costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by the Bank in enforcing performance of the obligations of Borrower or in exercising the rights and remedies of the Bank hereunder. All such costs and expenses shall be secured by this Assignment and by the Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by the Bank.

14. No Waiver. No failure or delay on the part of the Bank in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies hereunder are cumulative and may be exercised by Bank either independently of or concurrently with any other right, power or remedy contained herein or in any document or instrument executed in connection with the Loan Documents.

15. Governing Law. This Assignment shall be governed by and construed according to the laws of the State of Illinois, without giving effect to Illinois' principles of conflicts of law.

16. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall collectively constitute one and the same agreement.

17. Jurisdiction and Venue. TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. Jury Waiver. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ASSIGNMENT, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, Bank and Borrower have executed this Assignment as of the date first appearing above.

BORROWER:

MS SPRINGFIELD, LLC
an Illinois limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

BANK:

TOWN AND COUNTRY BANK,
a state banking corporation

By: _____
Grant N. Franklin, Senior Vice President

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

32

LAW OFFICE OF
ABRAHAM A. GUTNICKI, P.C.

8320 SKOKIE BOULEVARD
SKOKIE, ILLINOIS 60077
TELEPHONE: (847) 933-9280
FACSIMILE: (847) 933-9285

October 19, 2011

Town and Country Bank
1925 South MacArthur Boulevard
Springfield, Illinois 62704

Re: $10,360,000 Loan to MS Springfield, LLC

Ladies and Gentlemen:

We have acted as counsel to OJCC Realty, LLC, an Illinois limited liability company ("OJCC Realty"), OJCC, LLC, an Illinois limited liability company ("OJCC") and Benjamin Klein, Brian Levinson and Mark Shapiro (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as the "Members") in connection with that certain $10,360,000 loan (the "Loan") being made this day by Town and Country Bank ("Bank") to MS Springfield, LLC an Indiana limited liability company ("Borrower") evidenced by the Promissory Note dated October 19, 2011 made by Borrower payable to the order of Bank in the principal amount of $10,360,000 (the "Note"). The Loan will be used to finance the acquisition, construction and equipping of a 75 bed skilled nursing facility (the "Project") on the real property located at 3089 Old Jacksonville Road, Springfield, Illinois (the "Premises"), in connection with which the Premises will be acquired by OJCC Realty, Borrower will construct the Project and thereafter, Borrower will acquire and lease back the Project to OJCC Realty and to be subleased and operated by OJCC (the "Transaction").

In such capacity, we have reviewed the following documents executed in connection with the Transaction (collectively, the "Transaction Documents"):

(a) Real Estate Mortgage dated October 19, 2011 given by OJCC Realty and Borrower for the benefit of Bank as security for the Note and covering the Premises (the "Mortgage");

(b) Assignment of Rents and Leases dated October 19, 2011 given by OJCC Realty and Borrower for the benefit of Bank as security for the Note and covering the Premises (the "Assignment of Rents and Leases");

(c) Loan Addendum dated October 19, 2011 between Borrower, Bank, OJCC Realty and OJCC (the "Addendum");

(d) Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank (the "Hypothecation");

(e) Resolutions of OJCC Realty and OJCC approving the Loan and Loan Documents;

(f) Assignment of Development Items dated October 19, 2011 from Borrower to Bank and consented to by OJCC Realty, OJCC and the Members (the "Assignment of Development Items");

(g) UCC-1 financing statements;

(h) Option Agreement made as of July 28, 2010 between OJCC Realty and Borrower for purchase of the Premises by Borrower (the "Option");

(i) Lease Agreement dated July 28, 2011 by and between Borrower and OJCC Realty for lease of the Premises by OJCC Realty, as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease");

(j) Sublease dated October 19, 2011 by and between OJCC Realty and OJCC (the "Sublease");

(k) Lease Reserve Fund Agreement dated October 19, 2011 by and between Borrower, OJCC Realty and Bank (the "LRF Agreement");

(l) Guaranty dated October 19, 2011 given by OJCC to Bank (the "OJCC Guaranty");

(m) Escrow Agreement dated October 19, 2011 by and among Chicago Title Insurance Company, Borrower, OJCC Realty, and the Members (the "Escrow Agreement");

(n) Assignment of Permit dated October 19, 2011, by and between OJCC Realty, OJCC and Borrower (the "Permit Assignment");

(o) Agreement to Assign Membership Interest dated October 19, 2011 by and between the Members and Borrower (the "Membership Assignment").

The Mortgage, Assignment of Rents and Leases, Addendum, Hypothecation, Assignment of Development Items, Option, Lease, Sublease, LRF Agreement, OJCC Guaranty, Escrow Agreement, Permit Assignment and Membership Assignment are herein collectively called the "OJCC Documents", and OJCC Realty, OJCC and the Members are herein collectively called the "OJCC Parties".

We have also examined the following additional documents or instruments in connection with our furnishing of the opinion set forth below:

(a) Articles of Organization of the OJCC Realty and OJCC, as amended;

(b) Operating Agreements of OJCC Realty and OJCC as amended;

(c) The Title Commitment of Chicago Title Insurance Company, Order No. 1271 710105493 SPR;

(d) Illinois Certificate of Need for Project No. 08-086 issued to OJCC.

In rendering our opinion we have also examined such certificates of public officials, limited liability company documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed. As to various questions of fact material to our opinion, we have relied upon certificates and written statements of members of Borrower, but we have no knowledge that any of such statements are inaccurate or incomplete.

1. Based on the foregoing and upon such investigation as we have deemed necessary, and subject to the qualifications and exceptions herein contained, we are of the opinion that:

(a) OJCC Realty and OJCC are limited liability companies duly organized, validly existing, and in good standing under the laws of the State of Illinois.

(b) OJCC Realty has the power and authority and all material governmental licenses, authorizations, consents and approvals to acquire, own, sell, and lease the Premises as described in the Transaction Documents, and to execute, deliver, and perform its obligations under the Transaction Documents.

(c) OJCC has the power and authority and to our knowledge intends to take all action reasonably necessary to obtain all material governmental licenses, authorizations, consents and approvals to sublease the Premises and operate the Project as described in the Transaction Documents, and to execute, deliver, and perform its obligations under the Transaction Documents.

(d) Neither OJCC Realty, OJCC nor the Members are foreign nationals and there is no restriction under Federal or Illinois law which would prohibit or prevent OJCC Realty and OJCC from, owning, developing, constructing, leasing, operating or managing the Premises and Project. OJCC Realty has taken all steps and has made all filings to the extent required under Federal and Illinois law to enable them to, own, lease and develop the Project. To our knowledge, OJCC intends to take all reasonable steps and make all filings to the extent required under Federal and Illinois law to enable them to, own, lease, develop, and operate the Project.

(e) The execution and delivery of the OJCC Documents by the OJCC Parties and the performance of their respective obligations under the OJCC Documents have been duly authorized by all requisite action of the OJCC Parties and the OJCC Documents have been duly executed and delivered by the OJCC Parties.

(f) The OJCC Documents are the legal, valid and binding obligations of the OJCC Parties, enforceable against the OJCC Parties, in accordance with their respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency

or other similar laws affecting the rights of creditors generally and (ii) general principles of equity. The aforesaid opinion as to the enforceability of the OJCC Documents is also subject to the qualification that certain provisions contained in the OJCC Documents may not be enforceable, but, notwithstanding such qualification or the limitations set forth in the foregoing clauses (i) and (ii), such unenforceability will not render the OJCC Documents invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby.

(g) The execution and delivery by the OJCC Parties of the OJCC Documents do not (a) conflict with or violate any provision of the respective Articles of Organization or Operating Agreement of OJCC Realty and OJCC, or (b) to our actual knowledge, (i) conflict with or violate or result in a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of a lien, charge or encumbrance upon any of the properties or assets of the OJCC Parties pursuant to any agreement or instrument to which any of the OJCC Parties is a party or by which any of their respective properties is bound, or (ii) conflict with or violate any judgment, order, writ, injunction, or decree binding on the OJCC Parties, or (c) conflict with or violate any law, rule, regulation or ordinance applicable to the OJCC Parties.

(h) We have no knowledge of any material pending or threatened lawsuits, claims or proceedings against the OJCC Parties or specifically applicable to the Transaction, the Loan, the Premises or the Project.

2. Assumptions. In rendering the opinions expressed in Paragraph 1 above, we have, with your consent, assumed that the signatures of persons (other than the OJCC Parties) signing all documents in connection with which this opinion is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have, with your consent, assumed and relied upon the following:

(a) No Outside Agreements. All terms and conditions of, or relating to, the transactions contemplated by the Transaction Documents are correctly and completely embodied in the Transaction Documents, (provided, however, we have no actual knowledge to the contrary).

(b) Lender's Authority. The Transaction Documents and the transactions evidenced thereby are valid, binding and enforceable against all applicable parties other than the OJCC Parties as appropriate to the extent that such validity, binding effect and enforceability affects the opinions herein expressed.

(c) Capacity. The Members and each individual executing the Transaction Documents on behalf of OJCC and OJCC Realty had sufficient legal capacity to execute such documents and perform their obligations thereunder (provided,

however, we have no actual knowledge that any such individual lacks legal capacity to do so).

(d) Conduct. All parties have complied with any requirement of good faith, fair dealing and conscionability.

(e) Parties Other Than OJCC Parties. All parties to the documents reviewed by us (other than OJCC Parties) are duly organized, validly existing and in good standing under the laws of all jurisdictions where they are conducting their businesses or otherwise required to be so qualified, and have full power and authority to execute, deliver and perform under such documents and all such documents have been duly authorized, executed and delivered by such parties.

(f) Bank's Knowledge of Adverse Claim. Neither Bank nor any of its representatives have any knowledge (actual or constructive) of any adverse claim, lien, security interest, claim, encumbrance, interest or other condition of title affecting any of the collateral securing the Loan ("Collateral"), except for liens permitted by the Transaction Documents.

(g) Possession of Collateral. All items of Collateral for which possession must be taken by a secured party in order to perfect its security interest under §9-312 of the UCC, are in the possession or constructive possession of the Bank and not in the possession of OJCC Parties or their affiliates or agents or any other person acting on behalf of OJCC Parties.

(h) Good Title to Collateral. OJCC Parties have acquired good and sufficient title to each existing item of Collateral existing on the date hereof and has "rights" in and to such Collateral within the meaning of section 9-203 of the UCC consistent with and sufficient for purposes of the Transaction Documents, and the same will be true of each item of Collateral arising after the date hereof.

(i) Loan Proceeds Disbursed. The proceeds of the Loan shall be disbursed in accordance with the terms of the documents evidencing the Loan snd each Transaction Document constitutes the valid and binding obligation of each party thereto (other than the OJCC Parties) enforceable against such party in accordance with its terms.

3. Limitations. This opinion letter is issued subject to the following limitations.

(a) No Title Opinion. We have made no examination of the priority of the lien and security interest created by any of the Transaction Documents. We understand you are relying upon UCC searches for assurances of this nature.

(b) Cumulative Remedies. We express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party.

(c) Requirements Subject to Waiver. Requirements in the Transaction Documents specifying that provisions thereof may only be waived in writing may not be valid, binding or enforceable to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created modifying any provision of such documents.

(d) Bank's Execution on Behalf of Borrowers. We express no opinion with respect to the validity, binding effect or enforceability of any provision which purports to authorize Bank to sign or file documents without the signature of OJCC Parties, except that we recognize that revised Article 9 of the UCC does permit Bank to file UCC Financing Statements on behalf of OJCC Parties.

(e) Pre-Default Waivers. Pre-default waivers of equitable rights and defenses may not be valid, binding or enforceable under state or federal law.

(f) Statutory Waivers. We express no opinion with respect to the validity, binding effect or enforceability of any provision regarding a person's waiver of a benefit under statute or common law.

(g) Self-Help Remedies. If any provision in any of the Transaction Documents grants "self-help" remedies, such provision may be enforceable only after the entry of an order by a court having jurisdiction over the matter permitting the enforcement of such remedies.

(h) Collateral Not Governed by UCC. We express no opinion as to any Collateral as to which the creation and perfection of security interests therein are not governed solely by Article 9 of the UCC or any Collateral consisting of goods that are or may become fixtures on any premises, nor do we express any opinion with respect to the creation, perfection or enforceability of security interests in property in which it is illegal or violative of governmental rules or regulations to grant a security interest, or "general intangibles" (as defined in the UCC) which terminate or become terminable (pursuant to the terms of an agreement) if a security interest is granted therein, property subject to negative pledge clauses of which Lender is aware, or any security interest in any "accounts," "chattel paper," "documents," "instruments" or "general intangibles" (as defined in the UCC) with respect to which the account debtor or obligor is the United States of America, any state, county, city, municipality or other governmental body, or any department, agency or instrumentality thereof, unless the same has been assigned to Lender pursuant to and in accordance with the Assignment of Claims Act of 1940, as amended, or any similar law or regulation relating to the assignment or pledge thereof.

(i) Perfection of Proceeds. We express no opinion as to the perfection of a security interest in any Collateral consisting of "proceeds" (as such term is defined in the UCC) to the extent such perfection is limited as set forth in Section 9-315 of the UCC, and under certain circumstances described in Sections 9-320 and 9-330 of

the UCC, purchasers of such Collateral may take the same free of a perfected security interest.

(j) Ineffective Rights, Remedies and Waivers. Certain other rights, remedies and waivers contained in the Transaction Documents may be rendered ineffective, or limited by, Applicable Laws or judicial decisions governing such provision, but such laws and judicial decisions do not, in our opinion, make the Transaction Documents inadequate for the practical realization of the benefits and/or security provided by such Transaction Documents.

(k) Licensed Only in Illinois. We are licensed to practice law only in the State of Illinois and we express no opinion with respect to the effect of any laws other than the Applicable Laws.

(l) Subsequent Events. We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

(m) Captions. The captions in this opinion are for convenience of reference only and shall not limit, amplify or otherwise modify the provisions hereof.

(n) Restriction on Use. This opinion letter shall not be relied upon by any party other than Lender, any assignee of Lender, Borrowers, their respective successors and/or assigns, and their respective legal counsel.

4. Definitions. As used herein, the following shall have the following meanings.

(a) Applicable Laws. The term "**Applicable Laws**" means all applicable constitutional, legislative, judicial and administrative provisions, statutes, regulations, decisions, rulings, orders, ordinances and other laws of the State of Illinois, and of the United States of America.

(b) Knowledge. The term "**knowledge**" means the current actual knowledge of the lawyers who are participating in drafting this opinion letter and in handling the transaction described herein, but does not include, except as specifically provided hereafter, constructive knowledge or inquiry knowledge. The term "knowledge" does confirm that the lawyers drafting this opinion letter have made inquiry of the one or more representatives of OJCC Parties as to the relevant facts concerning this opinion and received answers, and further inquiry if any of the alleged facts were suspect, either on their face or on the basis of other facts known to such lawyer were open to question. The term "knowledge" also confirms that the lawyer drafting this opinion letter (i) has made a reasonable examination of his or her files and (ii) has made a reasonable inquiry of other members of the lawyer's law firm if the lawyer drafting this opinion had a reasonable belief that other lawyers in the law firm may have knowledge (as defined herein) relating to facts relevant to this opinion.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is rendered solely for your benefit and no other person or entity other than Bank, any assignee of Lender, their respective successors and assigns, and their respective legal counsel shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned.

Respectfully submitted,

Law Office of Abraham A. Gutnicki, P.C.

By: _____
Print Name: Abraham A. Gutnicki

33

CONSTRUCTION LOAN ESCROW TRUST AND DISBURSING AGREEMENT

Escrow Trust No.: ES 500000070 001 ES

Commitment and/or Policy No.: 710105493

ARTICLE 1: General Information

A. Owner:

Name: OJCC Realty, LLC

AND

Borrower: MS Springfield, LLC
109 N. Jackson St.
Cicero, IN 46034

Telephone No.: (317)426-0205
Fax No.: (317)426-0205
Email Address:

Attorney for borrower:

Name: Christoper J. Lukaart, Esq
Address: clukaart@mainstreetcap.net
MAINSTREET PROPERTY GROUP, LLC
109 W. JACKSON ST.
CICERO, Indiana 46034

Telephone No.: (317)426-0205
Fax No.: (317)426-0206
Email Address:

B. Lender: TOWN AND COUNTRY BANK

Name: GRANT N. FRANKLIN

Address:
1925 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, Illinois 62704

Contact Person: GRANT N. FRANKLIN
Telephone No.: (217)698-4194
Fax No.: (217)787-2335
Email Address:

Attorney for Lender: KIKE SOUTHWORTH/HART, SOUTHWORTH &

Name:
Address:
ONE NORTH OLD STATE CAPITOL PLAZA
SUITE 501
SPRINGFIELD, Illinois 62701

Telephone No.: (217)753-0055
Fax No.: (217)753-1056

C. Escrow Trustee:

Name: Chicago Title and Trust Company, a corporation of Illinois (hereinafter known as CT&T Co.)

Address:
1795 W. State St.
Geneva, IL. 60134

Contact Person: Sally A. Soderstrom
Telephone No.: (630)232-2750
Fax No.: (630)232-2890
soderstroms@ctt.com

D. Title Insurer:

Name: Chicago Title Insurance Company, a corporation of Nebraska (hereinafter known as CTIC)

Address:
1043 South Fifth Street
Springfield, IL. 62703

Contact Person: Eric Campbell
Telephone No.: (217)789-9863
Fax No.: (217)789-9898
Email Address:

E. Inspector/Architect:

Name: MSKCD OF ILLINOIS, INC.
Address: 1715 MAGNAVOX WAY
FORT WAYNE, Indiana 46804

Contact Person: BOB BARNETTE
Telephone No.:
Fax No.:

F. General Contractor:

Name: WALSH CONSTRUCTION COMPANY II LLC
Address: 929 WEST ADAMS ST.
CHICAGO, Illinois 60607

Contact Person: Peter Glinco
Telephone No.:
Fax No.:
Email Address: pglinco@walshgroup.com

G. Construction Manager:

Name: MAIN STREET PROPERTY GROUP
Address: 109 W. JACKSON ST.
CICERO, Indiana 46034

Contact Person: HENRY NUCKOLS
Telephone No.: (317)426-0205
Fax No.:
Email Address: hnuckols@mainstreetcap.net

H. Project Name: 3082 OLD JACKSONVILLE RD., SPRINGFIELD
Project Description:
Project Location:

I. Cash Deposits:

Amount of Deposits to be made by Lender:

Amount of Deposits, if any, to be made by Owner/Borrower:

J. Billing Instructions:

Title and Construction Escrow charges are to be billed to:

Name: MS SPRINGFIELD, LLC
Address: 109 N. Jackson St.
Cicero, IN 46034

ARTICLE 2: Recitals

A. Owner has executed /will execute a mortgage/trust deed encumbering the premises described as follows:

See Exhibit "A" attached hereto and made a part hereof/Same as those described in CTIC Commitment/Policy No. 1254 710105493

for the purpose of financing, in whole or in part, the construction of or the rehabilitation of improvements thereon (the project).

For the benefit of the Lender, CTIC has been requested to issue its ALTA Commitment and/or Policy insuring the lien of the mortgage from the consequences of mechanics' liens on an interim basis as construction of the Project progresses; and for the benefit of Lender and Borrower, CT&T Co. has been requested to provide a disbursing service as a means to pay for construction and related development costs.

At the request of Borrower, Lender will make periodic cash deposits into this Trust to be disbursed by Escrow Trustee in accordance with the provisions of this Agreement as hereinafter set forth. Said deposits will not be requested more frequently than once per calendar month. Owner/Borrower may also deposit or cause to be deposited funds not constituting mortgage proceeds into this Trust which said funds shall also be disbursed by Escrow Trustee pursuant to provisions of this Agreement.

MS Springfield LLC represents and warrants to CT&T Co. that at the date of this Agreement, funds available for construction payment are ample to complete the Project

B. The parties hereto agree that Escrow Trustee will disburse Trust deposits made for construction payment to

GENERAL CONTRACTOR

In the event that the General Contractor and any subcontractor jointly authorize Escrow Trustee to pay any funds due one to the other, the Escrow Trustee may comply with such authorization. However, it is the intention of the parties named herein and signatory hereto that no person not a party signatory to this escrow shall have the right to look at the Escrow Trustee for any disbursement hereunder under a third party beneficiary theory or otherwise, and that the Escrow Trustee owes no duty to any such third party to make any disbursement.

ARTICLE 3: Requirements

A. Prior to the first disbursement of funds hereunder by Escrow Trustee, the following requirements shall have been satisfied, to wit:

** (1) The Escrow Trustee shall furnish or shall be prepared to furnish to the Lender, as insured, a 2006 ALTA Loan Policy with a mechanics lien exception if no construction contracts have been let prior to the first draw, or a 2006 ALTA Loan Policy, together with CTIC's Interim Mechanics Lien Endorsement (Revised 2010) if construction contracts have been let, and such other endorsements as set forth hereinafter, (the Policy). If such policy has issued to Lender prior to Escrow Trustee's first disbursement of funds hereunder, then Escrow Trustee shall furnish or be prepared to furnish CTIC Date Down Endorsement 7 and Interim Mechanics Lien Endorsement (Rev. 2010) covering the requested disbursement.

(2) Other endorsements, if any:

(3) Borrower shall furnish Lender and Escrow Trustee a Sworn Owner's Statement disclosing the various contracts entered into by the Borrower relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due, if any.

(4) The Borrower shall furnish or cause to be furnished Lender and Escrow Trustee a sworn statment disclosing the various contracts entered into by the General Contractor relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due if any.

LENDER SHALL FURNISH Escrow Trustee the following, to wit:

(a) An approval of the conditions of the title as disclosed by the said commitment.

(b) An approval for loan disbursement purposes of the Owner's Statement and the sworn statement of the General Contractor.

B. Prior to each disbursement of funds by Escrow Trustee hereunder, the Borrower shall furnish or cause to be furnished to Escrow Trustee the following:

(1) A current dated Sworn Owner's Statement as described hereinbefore in this Article 3 at A (3);

(2) A current dated Sworn Statement to Owner by the General Contractor, as described hereinbefore in this Article 3 at A(4), covering its current construction draw request.

(3) Sufficient funds to cover the current disbursement request. (this requirement applies to MS Springfield LLC)

(4) Written approval by Borrower of the payment by Escrow Trustee of the current construction draw(s). Should said approval not be obtained, a subsequent Sworn Owner's Statement reflecting the disbursal of the current draw shall constitute written approval by Borrower of the current draw. In the event that nonconstruction costs are to be paid by Escrow Trustee with Trust funds, then Borrower shall provide written directions to Escrow Trustee, approved in writing by Lender, setting forth the names and addresses of the payees, the amounts of the respective payments, and the purpose of the payments, i.e., legal fees, real estate taxes, etc.

(5) A report by the Inspector or a certification by the Architect certifying that work has been completed and materials are in place as indicated by the current construction draw(s) request approved by the Borrower.

(6) Statements, waivers, affidavits, supporting waivers, and releases of lien from such persons and in such form as may be required by CTIC for the purpose of providing the title insurance coverage specified in this Agreement covering the current disbursement.

C. At the time of each disbursement by Escrow Trustee, subsequent to the issuance of Policy, Escrow trustee shall furnish, or be prepared to furnish to Lender, CTIC Date Down Endorsement 7 and Interim Mechanic's Lien Endorsement (Rev. 2010) covering the current disbursement.

**Endorsements issued to the lender through this construction loan escrow will be in the form attached as Exhibit B "Interim Mechanics Lien Endorsement A (Revised 2010).

ARTICLE 4: General Conditions

A. At any time prior to the commencement of disbursement of funds hereunder, Escrow Trustee shall have the right to notify Lender that CTIC declines any risk offered for insurance under the commitment for title insurance aforesaid. Whereupon Escrow Trustee shall return to the parties any documents and/or funds in Escrow Trustee's possession relating to the Loan.

Where, after the first disbursement of funds by Escrow Trustee, a further title search by CTIC reveals a subsequently arising title matter which gives rise to a title exception over which CTIC is unwilling to insure, Escrow Trustee will notify the Lender and may discontinue disbursement until the exception has been disposed of to the satisfaction of the Lender.

B. If at any time during the course of construction the total of the unpaid disclosed cost of construction, as indicated by the construction column totals on the current dated Sworn Owner's Statement furnished Escrow Trustee pursuant to this Article 3.B(1), exceeds the amount of undisbursed mortgage proceeds as calculated by subtracting the total amount of liability taken on the endorsements provided for at Article 3C from the face amount of the mortgage, the Escrow Trustee need not make further disbursements under the terms of this Agreement until the Borrower has deposited in this Escrow Trust the sum necessary to make the available funds equal to the unpaid disclosed cost of construction. Also, if Escrow Trustee discovers a misstatement in an affidavit furnished by General Contractor or Borrower, or any inconsistency or contradiction between or among any figure in the Borrower's Statement, or the General Contractor's statement or any subcontractor's statement, Escrow Trustee may stop disbursement until the misstatement has been corrected. Escrow Trustee may, at its option, verify information submitted by the Borrower and the contractors or may require the Borrower to furnish or cause to be furnished verification of contract amounts by subcontractors or material suppliers. Should lender know that the total of the unpaid disclosed cost of construction exceeds the amount of the undisbursed mortgage proceeds as calculated aforesaid, or learn of discrepancies or inaccuracies in the sworn statements or of services, labor or material being furnished but not reflected on the sworn statements, Lender shall notify Escrow Trustee. Escrow Trustee has no liability hereunder to the Borrower relating to protection against mechanic's lien claims.

C. Prior to the final disbursement of the funds hereunder by Escrow Trustee, it is a requirement of this Agreement that CTIC be prepared to delete the mechanics lien exception on the issued ALTA Loan Policy covering the date of final disbursement, subject to the usual terms and conditions contained in that form of policy and also subject to exceptions as approved heretofore by Lender, together with the above listed endorsements, if any.

All required documentation must be submitted to Escrow Trustee and approved by CTIC prior to the final disbursement of Trust deposits by Escrow Trustee.

D. The functions and duties assumed by Escrow Trustee include only those described in this Agreement and Escrow Trustee is not obligated to act except in accordance with the terms and conditions of this Agreement. Escrow Trustee does not insure that the building will be completed, nor does it insure that the building, when completed, will be in accordance with plans and specifications, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspector/Architect its own, nor does it assume any liability for same other than procurement as one of the conditions precedent to each disbursement.

Escrow Trustee has no liability for loss caused by an error in the certification furnished it hereunder as to work in place.

Escrow Trustee shall not be responsible for any loss of documents while such documents are not in its custody. Documents deposited in the United States Mail shall not be construed as being in custody of Escrow Trustee.

In the event of default as declared by the Lender and/or foreclosure of the mortgage by the Lender, Escrow Trustee shall have the right to discontinue further disbursements under this Agreement.

E. N.B.: Title and construction escrow charges will be billed at the time the first draw request is submitted. Payment is to be made before the second draw request is processed. In the event title and escrow charges are not paid as required, CT&T Co. may terminate this Agreement upon thirty (30) days' written notice to Borrower and Lender. Title and construction escrow charges have been billed based upon the assumption that the Project will be completed on or before _____(or two years from the date of this escrow if no date is inserted). Additional title and construction escrow charges shall be due if the Project is not completed by said date.

F. Borrower or Lender may direct Escrow Trustee to invest trust deposits; provided, however, that such direction shall be in writing, contain the consent of all other parties to this Escrow Trust, and be accompanied by the taxpayer's identification number and such investment forms as may be required. Escrow Trustee will, upon request, furnish information concerning procedures and fee schedules for investment.

Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Trustee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Illinois Corporate Fiduciary Act (205 ILCS 620/2-8), and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however nothing herein shall diminish Escrow Trustee's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

In the event the Escrow Trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow trust.

G. In the event that the Owner/Borrower has engaged the services of a "Construction Manager" in lieu of a "General Contractor," as noted in Article 1 hereof, then all references contained in this Agreement to "General Contractor" are hereby deleted and "Construction Manager" is hereby substituted therefor. In the event that the Owner/Borrower has engaged the services of both a "Construction Manager" and one or more "General Contractors," as noted in Article 1 hereof, then all references contained in Article 3 of this Agreement to "General Contractor" are hereby deleted and the following is hereby substituted therefor: "Construction Manager and the General Contractor(s)". In the event that the Owner/Borrower has not contracted with either a "Construction Manager" or a "General Contractor", the sworn owner's statement shall constitute the sworn general contractor's statement.

H. The undersigned agree that this Agreement is not intended by any of the undersigned to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower as a third party beneficiary or otherwise under any theory of law.

In Witness Whereof, the undersigned have executed this Agreement this 25th day of October 20 11 .

~~Owner~~/Borrower: MS SPRINGFIELD, LLC OJCC Realty, LLC

By: V. Edward Cogg, President By:

Lender: TOWN AND COUNTRY BANK

By:

Escrow Trustee: Chicago Title and Trust Company

By:
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

For the General Contractor

For the Construction Manager

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics lien endorsement to the Lender as required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreements issued for mechanics lien coverage on account of the construction of Project. Owner/Borrower for himself/itself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Chicago Title Insurance Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Chicago Title Insurance Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this _____ day of _____ 20 _____.

Owner/Borrower: MS SPRINGFIELD, LLC OJCC Realty, LLC

By: _____ By: Benjamin M. Klein, Manager

Lender: TOWN AND COUNTRY BANK

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____ _____

For the General Contractor For the Construction Manager

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics lien endorsement to the Lender as required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreements issued for mechanics lien coverage on account of the construction of Project. Owner/Borrower for himself/itself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Chicago Title Insurance Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Chicago Title Insurance Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this _____ day of _____, 20 _____.

Owner/Borrower: MS SPRINGFIELD, LLC

By: _____

OJCC Realty, LLC

By: _____

Lender: TOWN AND COUNTRY BANK

By: _____ Town & Country Bank
Grant N. Franklin
Senior Vice President

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____
For the General Contractor

_____
For the Construction Manager

In Witness Whereof, the undersigned have executed this Agreement this _____ day of _____, 20 _____ .

Owner/Borrower: MS SPRINGFIELD, LLC OJCC Realty, LLC

By: _____ By: _____

Lender: TOWN AND COUNTRY BANK

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

For the General Contractor - Sean C. Walsh
President

For the Construction Manager

Exhibit A

CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1271 710105493 SPR
STREET ADDRESS: 3089 Old Jacksonville Road
CITY: Springfield **COUNTY:** Sangamon
TAX NUMBER: 13-36-476-005

LEGAL DESCRIPTION:

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

EXCEPTING THEREFROM the existing right of way as said right of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc. dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

LEGALD

CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1271 710105493 SPR
STREET ADDRESS: 3089 Old Jacksonville Road
CITY: Springfield **COUNTY:** Sangamon
TAX NUMBER: 13-36-476-005

LEGAL DESCRIPTION:

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

LSDALD

Issued by
Chicago Title Insurance Company

Exhibit B

Endorsement

Attached to and forming a part of Policy No. 710105493

1. INTERIM MECHANICS LIEN ENDORSEMENT A (REVISED 2010)

NOTWITHSTANDING ANY COVERED RISKS OF THIS POLICY, THE SOLE MECHANICS LIEN COVERAGE PROVIDED BY THIS COMMITMENT OR POLICY IS FURNISHED PURSUANT TO THIS ENDORSEMENT.

PARAGRAPH 11(A) OF THE COVERED RISKS OF THIS POLICY AND ANY GENERAL MECHANICS LIEN EXCEPTION ("ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL...") IN SCHEDULE B OF THE COMMITMENT ARE HEREBY DELETED AND REPLACED WITH THE FOLLOWING PROVISIONS:

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, EXCEPTIONS SHOWN ON SCHEDULE B, AND THE CONDITIONS OF THIS POLICY, THE COMPANY HEREBY INSURES AGAINST LOSS OR DAMAGE BY REASON OF THE LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY LIEN CLAIM BY A LIEN CLAIMANT ARISING UNDER THE ILLINOIS MECHANICS LIEN ACT FOR SERVICES, LABOR, OR MATERIAL FURNISHED IN CONNECTION WITH AN IMPROVEMENT ON THE LAND, PROVIDED:

1. THE LIEN CLAIMANT IS:
   A. A CONTRACTOR NAMED ON THE SWORN OWNER'S (OR TENANT'S) STATEMENT DATED ;

   B. A PARTY NAMED ON THE SWORN CONTRACTOR'S STATEMENT DATED OR ON A SWORN CONTRACTOR'S STATEMENT FROM A PARTY NAMED ON THE AFORESAID OWNER'S STATEMENT; OR

   C. A PARTY DISCLOSED ON AN AFFIDAVIT SIGNED BY A PARTY NAMED ON THE AFORESAID SWORN CONTRACTOR'S STATEMENTS;

2. THE LIEN CLAIM RELATES TO THAT PORTION OF THE AMOUNT FOR THE LIENED SERVICES, LABOR OR MATERIAL WHICH IS SHOWN AS EITHER PREVIOUSLY PAID OR AS THE AMOUNT OF THE CURRENT PAYMENT PAYABLE TO OR FOR THE BENEFIT OF THE DISCLOSED LIEN CLAIMANT ON A STATEMENT DESCRIBED AT 1A, B OR C ABOVE; AND

3. THE LIEN CLAIM RELATES TO LABOR, MATERIAL, OR SERVICES FURNISHED PRIOR TO THE DATE SHOWN AT 1B ABOVE, OR IN THE ABSENCE OF A SWORN CONTRACTOR'S STATEMENT, THE DATE SHOWN AT 1A ABOVE.

CHICAGO TITLE INSURANCE COMPANY

BY _____
AUTHORIZED SIGNATORY

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)
AND OTHER MATTERS

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

At the time of the first construction draw paid pursuant to the provisions of this Agreement, Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.

At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.

At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, a final waiver from the WALSH CONSTRUCTION, final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

~~Owner~~/Borrower: MS Springfield, LLC

By: V. Edward Cohen, President

Lender: _____

By: _____

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

**All references to Walsh Construction above shall mean Walsh Construction Company II, LLC.

CLTDADRA

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, /Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, /Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the /Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, a final waiver from the WALSH CONSTRUCTION , final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the /Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: OJCC Realty, LLC.

By: Benjamin M. Klein, Manager 10/19/11

Lender: _____

By: _____

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

CLTDA006

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Owner/Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Owner/Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, a final waiver from the WALSH CONSTRUCTION, final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Owner/Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: _____

By: _____

Lender: Talman Community Bank

By: Grant N. Franklin, SVP

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

CLTOMORS

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)
AND OTHER MATTERS

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION ** as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION ** in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION **, as aforesaid, the partial waiver of the WALSH CONSTRUCTION **in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION **, as aforesaid, a final waiver from the WALSH CONSTRUCTION **, final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: _____

By: _____

Lender: _____

By: _____

General/Construction Manager: Walsh Construction Company II, LLC

By: Sean C. Walsh
President

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

**All references to Walsh Construction above shall mean Walsh Construction Company II, LLC.

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS
TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

OJCC Realty, LLC is hereby delegating their rights to direct payment approval under construction loan escrow trust and disbursing agreement 500000070-001 to MS Springfield, LLC. OJCC Realty, LLC further states that they have not let any contracts and will not be letting any contracts for the construction and completion of the premises referred to in escrow 500000070-001.

OJCC REALTY, LLC

BY:

_____

MS Springfield LLC

By:

V. Edward Rizzy, President

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

_____

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

_____

AMSUPIN)

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS
TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

OJCC Realty, LLC is hereby delegating their rights to direct payment approval under construction loan escrow trust and disbursing agreement 500000070-001 to MS Springfield, LLC. OJCC Realty, LLC further states that they have not let any contracts and will not be letting any contracts for the construction and completion of the premises referred to in escrow 500000070-001.

OJCC REALTY, LLC

BY: Benjamin M. Klein, Manager

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

AMSUPPM

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS
TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

OJCC Realty, LLC is hereby delegating their rights to direct payment approval under construction loan escrow trust and disbursing agreement 500000070-001 to MS Springfield, LLC. OJCC Realty, LLC further states that they have not let any contracts and will not be letting any contracts for the construction and completion of the premises referred to in esccrow 500000070-001.

OJCC REALTY, LLC

BY:

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

GRANT N. FRANKLIN, SVP

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

AMSUPPO

PERSONAL UNDERTAKING
"Delayed Production of Waivers"

WHEREAS, The Chicago Title Insurance Company, hereinafter referred to as the "Company," is about to issue its title insurance policy or commitment therefor, or date down endorsements thereto, all hereafter referred to as the "Title Insurance Policy," No. 1254 500000070 , in respect to the following described land

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy the following mentioned actual or supposed rights, interests, liens, encumbrances, adverse claims or defects in title, which now exist or may at any time be claimed to exist, all hereinafter referred to as "Exceptions to Title", to wit:

Mechanics' lien claims and future mechanics' lien claims which may arise as a result of the construction of improvements on the land emanating from contracts negotiated by the undersigned.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter in the ordinary course of its business issue a title insurance policy or policies or commitments therefore in the form or form now or then commonly used by the Company in respect to the land or to some part or parts thereof, or interest therein, either free and clear of all mention of the aforesaid exception to title or insuring against loss or damage by reason thereof:

NOW, THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of $1.00 to the undersigned by the Company, the sufficiency and receipt of which are hereby acknowledged, the undersigned, jointly and severally, for itself, themselves, heirs, personal representatives, successors, and assigns do hereby covenant an agree with the Company: (1) to fully protect, defend, and save the Company harmless from and against all the Exception to Title, in and form any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exception to Title or any of them; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title on or before the next succeeding construction draw, or make such other disposition of the Exceptions to Title as is satisfactory to the Company; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments or date down endorsements issued by the Company.

Further, the undersigned, in consideration of the premises, agrees as follows:

1. That the undersigned shall provide to the Company waiver documentation for each and every construction draw, i.e., owner payment request. Said waiver documentation shall consist of Sworn Statements for Contractor to Owner and Chicago Title Insurance Company, subcontractor affidavits, waivers of lien, supporting material supplier waivers and releases of lien, if necessary, all for the purpose of substantiating payment of the construction draw and the extinguishment of mechanics' lien rights. At the time of the first construction draw, the undersigned will furnish the owner and the Company the said Sworn Statement for Contractor and the contractor's partial waiver of lien in the amount of the draw. At the time of each subsequent construction draw, the undersigned shall furnish a current dated contractor's sworn statement and current dated contractor's sworn statement and current dated contractor's partial waiver of lien for the amount of the current draw, together with the affidavits of subcontractors and partial waiver, or final waivers when appropriate, of subcontractors who were included in the immediate preceding construction draw for payment, together with supporting material supplier waivers (supporting documentation). The supporting documentation for a preceding construction draw shall be submitted to the Company prior to or concurrently with a current construction draw and be acceptable to the Company before the Company shall take title insurance liability for the current construction draw. In the event that the construction documentation is not furnished by the undersigned as herein above provided, then the Company shall have the right to decline to issue mechanics' lien coverage to its insured for the said current draw.

2. That the total aggregate amount of construction documentation which may be submitted on a delayed basis relating to policies to be covered by this undertaking will not at any one time exceed the sum of
$ 2000000.00 .

3. That at the time of the final payment request or at such time as issuance of the policy or endorsement is required, the undersigned shall have documented all prior draws with subcontractors and suppliers and the undersigned shall document the final draw with contractors and subcontractors' sworn statements together with all supporting waivers therefor, or in lieu thereof shall enter into Title Indemnity agreement with Chicago Title and Trust Company covering missing documentation.

4. The undersigned acknowledges that the purposes of this indemnification is to permit the Company to underwrite for its insured coverage with respect to unrecorded mechanics' lien rights. In the event that a subcontractor(s) or supplier(s) claiming by, through or under the undersigned record mechanics' lien claim(s), additional underwriting requirements will be imposed by the Company prior to offering title insurance coverage over said recorded lien(s).

In any of the terms or conditions of this undertaking are not kept or performed by the undersigned, then in that event the Company shall have the option, upon thirty (30) days' written notice by registered or certified mail to the undersigned, to terminate the "Delayed Production of Waivers" procedure, reserving unto the Company, however, all rights hereunder that may have accrued to the Company prior to the date of such termination.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this _____ day of _____ A.D. 19 2011 .

Walsh Construction Company II, LLC

BY: Sean C. Walsh
President

ATTEST: Brian R. Walsh
Secretary

ADDRESS OF CORPORATION:
929 West Adams Street

Chicago, Illinois 60607

Date: _____

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____ A.D. 19 _____ .

_____ (SEAL)

Social Security Number:
Address: _____

_____ (SEAL)

Social Security Number:
Address: _____

Prepared by: _____
CTIC

Title: _____

Approved by: _____
CTIC

Title: _____

34

OJCC REALTY, LLC
LIMITED LIABILITY COMPANY
LOAN AUTHORITY CERTIFICATE

WE HEREBY CERTIFY to Town and Country Bank ("Bank") and agree on behalf of **OJCC Realty, LLC** an Illinois limited liability company ("OJCC Realty") as follows:

1. Attached hereto as *Exhibit A* are the Articles of Organization of OJCC Realty (the "Articles"). The Articles are true, accurate and complete, reflect all amendments made prior to the date hereof, have not been further amended and are in full force and effect on the date of this Certificate.

2. Attached hereto as *Exhibit B* is the Operating Agreement of OJCC Realty (the "Operating Agreement"). The Operating Agreement is true, accurate, complete, and reflects all amendments. The Operating Agreement has been duly approved, executed and adopted, is in full force and effect on the date of this Certificate, and has not been further amended or restated.

3. The sole members and managers of OJCC Realty are Benjamin M. Klein, Brian Levinson, and Mark Shapiro (collectively, the "Managers").

4. Attached hereto as *Exhibit C* is the Written Consent to Action by the Managers of OJCC Realty (the "Written Consent"). The Written Consent has been duly approved and executed by all the Managers, is true, accurate, complete, is in full force and effect on the date of this Certificate, and has not been amended or restated.

5. Benjamin M. Klein (the "Authorized Manager") is authorized on behalf of OJCC Realty to execute and deliver the Loan Documents (as listed and defined below) on behalf of OJCC Realty and the signature of the Authorized Manager appearing on any of the Loan Documents shall be conclusive evidence of OJCC Realty's, approval thereof.

6. The following signature of the Authorized Manager is the genuine signature of the Authorized Manager:

Benjamin M. Klein: _____

7. The following listed loan documents (the "Loan Documents") are and have been approved, duly authorized, and, as applicable, executed and delivered by OJCC Realty:

(a) Real Estate Mortgage dated October 19, 2011 given by OJCC Realty and MS Springfield, LLC, an Indiana limited liability company ("Borrower") for the benefit of Bank as security for the Note and covering the Premises (as defined therein);

(b) Assignment of Rents and Leases dated October 19, 2011 given by OJCC Realty and Borrower for the benefit of Bank as security for the Note and covering the Premises;

(c) Loan Addendum dated October 19, 2011 between Borrower, Bank, OJCC Realty and OJCC, LLC, an Illinois limited liability company ("OJCC");

(d) Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank;

(e) Assignment of Development Items dated October 19, 2011 from Borrower to Bank and consented to by OJCC Realty, OJCC, Benjamin M. Klein, Brian Levinson, and Mark Shapiro;

(f) Option Agreement made as of July 28, 2010 between OJCC Realty and Borrower for purchase of the Premises by Borrower;

(g) Lease Agreement dated July 28, 2011 by and between Borrower and OJCC Realty for lease of the Premises by OJCC Realty and the First Amendment to Lease Agreement dated October 19, 2011;

(h) Sublease dated October 19, 2011 by and between OJCC Realty and OJCC;

(i) Lease Reserve Fund Agreement dated October 19, 2011 by and between Borrower, OJCC Realty and Bank;

(j) Guaranty dated October 19, 2011 given by OJCC to Bank;

(k) Escrow Agreement dated October 19, 2011 by and among Chicago Title Insurance Company, Borrower, OJCC Realty, Benjamin M. Klein, Brian Levinson, and Mark Shapiro;

(l) Assignment of Permit dated October 19, 2011, by and between OJCC Realty, OJCC and Borrower;

(m) Agreement to Assign Membership Interest dated October 19, 2011 by and between the Benjamin M. Klein, Brian Levinson, Mark Shapiro and Borrower;

(n) Construction Loan Escrow Trust and Disbursing Agreement between OJCC Realty, Borrower, Bank and Chicago Title and Trust Company; and

(o) Subordination and Nondisturbance Agreement dated October 19, 2011 between OJCC Realty, OJCC, Borrower and Bank.

8. OJCC Realty has taken all actions required of it that may be necessary to authorize, execute and deliver the Loan Documents.

9. To the knowledge of Managers, no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default by OJCC Realty under the Loan Documents.

10. There is no action, suit, proceeding, litigation or investigation, at law or in equity, pending before or by any court, public board or body or, to our knowledge, threatened against or affecting OJCC Realty (or to the best of our knowledge and information, any basis therefor) (i) to restrain or enjoin the transactions contemplated by the Loan Documents, (ii) questioning the validity of any of the Loan Documents, (iii) in any way contesting the corporate existence or powers of OJCC Realty, or (iv) in which an unfavorable decision, ruling or finding would have a material and adverse effect on (a) the transactions contemplated by any of the Loan Documents, (b) the ability of OJCC Realty to comply with the terms of the Loan Documents or (c) the properties, financial condition or the conduct of the affairs of OJCC Realty.

11. The execution and delivery of the Loan Documents by OJCC Realty as applicable, and compliance with the terms, conditions and provisions thereof, will not conflict with or result in the breach of, or constitute a default under (a) any provision of the Articles or Operating Agreement or (b) any contract, order or other instrument or restriction of any kind to which OJCC Realty or Managers are bound, or to which any of their assets is subject. OJCC Realty is not in violation of or in default under its Articles or Operating Agreement in any respect material to the performance of the obligations of OJCC Realty under the Loan Documents, or any related documents or any other material agreement or instrument to which OJCC Realty is or may be bound or to which any of their property is subject.

12. All controversies and questions concerning the intent and the legal affect of any provisions of this Certificate shall be governed by and construed under and in accordance with the laws of the State of Illinois.

13. The authority herein conferred shall remain in full force and effect until OJCC Realty notifies the Bank to the contrary in writing and the Bank has a reasonable period of time thereafter to take action needed, if any, to respond to such notice.

Executed and agreed to by all the undersigned on October ____, 2011.

Benjamin M. Klein

Brian Levinson

Mark Shapiro

EXHIBIT A

Articles of Organization

See Attached.

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 02718626

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: $500
Expedited Fee: $100
Approved By: HAB

FILED
JUL 07 2008
Jesse White
Secretary of State

1. Limited Liability Company Name: OJCC REALTY, LLC

2. Address of Principal Place of Business where records of the company will be kept:
15 BRIGHTON ROAD

SPRINGFIELD, IL 62702

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

ABRAHAM A. GUTNICKI
8320 SKOKIE BLVD
SKOKIE, IL 60077-2545 COOK

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KLEIN, BENJAMIN M.
7444 LONG AVE., SKOKIE, IL 60077

LEVINSON, BRIAN
7444 LONG AVE., SKOKIE, IL 60077

SHAPRIO, MARK
7444 LONG AVE., SKOKIE, IL 60077

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 07, 2008

JEREMY SEGALL
8320 SKOKIE BLVD.
SKOKIE, IL 60077

EXHIBIT B

Operating Agreement

See Attached.

OJCC REALTY, LLC

OPERATING AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

ARTICLE I DEFINED TERMS 1

ARTICLE II FORMATION AND NAME; OFFICE; PURPOSE; TERM 6

2.1 ORGANIZATION 6
2.2 NAME OF THE COMPANY 7
2.3 PURPOSE 7
2.4 TERM 7
2.5 PRINCIPAL OFFICE AND PLACE OF BUSINESS. 7
2.6 REGISTERED AGENT AND OFFICE 7
2.7 MEMBERS 7
2.8 FISCAL YEAR 7

ARTICLE III MEMBERS; CAPITAL; CAPITAL ACCOUNTS; REPRESENTATION OF MEMBERS 7

3.1 INITIAL CAPITAL CONTRIBUTIONS 7
3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. 7
3.3 ADMISSION OF NEW MEMBERS; MEMBERS' PREEMPTIVE RIGHTS. 8
3.4 NO INTEREST ON CAPITAL CONTRIBUTION. 9
3.5 RETURN OF CAPITAL CONTRIBUTIONS; FORM OF RETURN OF CAPITAL 9
3.6 CAPITAL ACCOUNTS 9
3.7 LOANS 9
3.8 LIABILITY OF MEMBERS FOR COMPANY OBLIGATIONS 9
3.9 NO THIRD PARTY BENEFICIARIES 9
3.10 REPRESENTATION OF MEMBERS 10

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS 10

4.1 DISTRIBUTIONS OF AVAILABLE CASH 10
4.2 DISTRIBUTIONS WITH RESPECT TO TAX 10
4.3 ALLOCATIONS OF PROFIT AND LOSSES 10
4.4 REGULATORY AND OTHER SPECIAL ALLOCATIONS 11
4.5 DISTRIBUTIONS OF PROCEEDS FROM A SALE TRANSACTION. 13
4.6 DISTRIBUTIONS OF PROCEEDS FROM A REFINANCE TRANSACTION. 13
4.7 LIQUIDATION AND DISSOLUTION 13
4.8 DISTRIBUTIONS IN KIND 13

ARTICLE V MANAGEMENT BY MANAGERS; MEMBERS 13

5.1 MANAGEMENT OF THE COMPANY. 14
5.2 LIMITATION ON AUTHORITY OF MEMBERS. 15
5.3 DUTIES OF PARTIES. 15
5.4 INDEMNIFICATION OF THE MANAGERS 16
5.5 POWER OF ATTORNEY. 16
5.6 COMPENSATION; MANAGEMENT FEE. 17
5.7 WITHDRAWAL BY A MANAGER. 17
5.8 REMOVAL OF A MANAGER. A MANAGER MAY BE REMOVED BY THE MEMBERS ONLY PURSUANT TO THIS SECTION 5.8. 18
5.9 RECONSTITUTION OF COMPANY AFTER WITHDRAWAL OR DEATH OF THE MANAGER 18
5.10 MEMBERS; MEETINGS AND VOTING. 19
5.11 PERSONAL SERVICES OF MEMBERS 20

ARTICLE VI TRANSFER OF UNITS AND WITHDRAWALS OF MEMBERS 20

6.1 TRANSFERS IN GENERAL. 20
6.2 PERMITTED TRANSFEREES; TRANSFERS TO INDIVIDUALS RELATED TO MEMBERS. 21

SECTION **PAGE**

6.3 INVOLUNTARY WITHDRAWAL 21
6.4 COMPANY'S PREEMPTIVE RIGHTS 22
6.5 TAG ALONG RIGHTS. 23
6.6 DRAG ALONG RIGHTS 23
6.7 CHANGE IN CONTROL OF ENTITY MEMBERS 23

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY 24

7.1 EVENTS OF DISSOLUTION 24
7.2 PROCEDURE FOR WINDING UP AND DISSOLUTION 24
7.3 FILING OF ARTICLES OF DISSOLUTION 24

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS 24

8.1 BANK ACCOUNTS 24
8.2 BOOKS AND RECORDS 24
8.3 ANNUAL ACCOUNTING PERIOD 25
8.4 TAX MATTERS PERSON 25
8.5 TAX ELECTIONS 25
8.6 TITLE TO COMPANY PROPERTY 25

ARTICLE IX GENERAL PROVISIONS 25

9.1 FURTHER ASSURANCES 25
9.2 NOTIFICATIONS 26
9.3 SPECIFIC PERFORMANCE 26
9.4 DISPUTE RESOLUTION 26
9.5 CHOICE OF LAW 27
9.6 JURISDICTION; VENUE 27
9.7 ATTORNEYS' FEES IN THE EVENT OF DISPUTE 27
9.8 COMPLETE AGREEMENT 27
9.9 APPLICABLE LAW 28
9.10 SECTION TITLES 28
9.11 BINDING PROVISIONS 28
9.12 TERMS 28
9.13 SEVERABILITY OF PROVISIONS 28
9.14 AMENDMENT 28
9.15 CONSTRUCTION 29
9.16 COUNTERPARTS 29
9.17 WAIVER 29

OPERATING AGREEMENT
OF
OJCC REALTY, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") of OJCC REALTY, LLC is entered into as of the 19th day of October, 2011 by and among the signatories hereto.

Explanatory Statement

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, hereby agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"**Act**" means the Illinois Limited Liability Company Act, as amended from time to time.

"Additional Interests" has the meaning set forth in Section 3.3.

"**Adjusted Capital Account Deficit**" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Unit Holder is deemed obligated to restore as described in the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Regulation Section 1.704-(1)(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Member, any Person: (i) that owns or controls more than twenty-five percent (25%) of the voting or beneficial interests in the Member; (ii) in which the Member owns more than twenty-five percent (25%) of the voting or beneficial interests; (iii) that is a spouse, descendant (natural and adopted) or ancestor (natural and adopted) of such Member, or (iv) in which more than twenty-five percent (25%) of the voting or

beneficial interests are owned or controlled by one or more Persons who has a relationship with the Member described in clause (i), (ii) or (iii) above.

"**Agreement**" means this Agreement, as amended from time to time.

"Available Cash" means all cash revenues, funds and proceeds received by the Company from any source whatsoever, including amounts received upon a Sale of the Company; provided, however, that Available Cash shall not include any amounts distributable pursuant to Section 5.6(b) as a Management Fee.

"Business" means leasing, subleasing, purchasing, owning, operating, investing in, acquiring, holding, maintaining, improving, converting, selling, assigning, transferring, mortgaging, exchanging, and otherwise dealing with that certain parcel of real estate to be improved with a 75 bed nursing facility located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

"**Capital Account**" means the account maintained by the Company for each Member on the books of the Company. Each Unit Holder's Capital Account shall initially reflect an amount equal to such Unit Holder's initial Capital Contribution, and shall be (i) increased by any additional Capital Contributions made by such Unit Holder pursuant to the terms of this Agreement and such Unit Holder's share of Profits, the amount of any Company liabilities that are assumed by such Unit Holder and any other items of income and gain allocated to such Unit Holder pursuant to Article IV, and (ii) decreased by such Unit Holder's share of Losses, any distributions to such Unit Holder of cash or the Gross Asset Value of any other Company assets (net of liabilities assumed by such Unit Holder and liabilities to which such property is subject) distributed to such Unit Holder, the amount of any liabilities of such Unit Holder that are assumed by the Company and any other deduction allocated to such Unit Holder pursuant to Article IV. If any Unit or interest in the Company is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Unit or interest in the Company. It is intended that the Capital Accounts of all Unit Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"**Capital Contribution**" means the total amount of cash and the initial Gross Asset Value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject. The term "**Capital Contribution**" shall include any Additional Capital, as defined in Section 3.2 hereof.

"**Code**" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means OJCC REALTY, LLC.

"**Depreciation**" means, for each taxable year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to any asset of the Company for such taxable year, except that if the Gross Asset Value of any such asset differs from its adjusted basis for federal income tax purposes at the beginning of such taxable year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such taxable year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of any such asset at the beginning of such taxable year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company and in accordance with GAAP.

"**Economic Risk of Loss**" has the meaning set forth in Regulation Section 1.752-2.

"**GAAP**" means United States generally accepted accounting principles, consistently applied.

"**Gross Asset Value**" means, with respect to any asset of the Company, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the fair market value of such asset as agreed to by the contributing Unit Holder and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values as determined by the Managers as of the following times: (a) the acquisition of an additional Company interest in the Company by any existing Unit Holder or additional Unit Holder in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Unit Holder of more than a *de minimis* amount of Company property (including cash) as consideration for a Company interest; and (c) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be adjusted to equal the fair market value of such asset on the date of distribution as agreed to by the distributee Unit Holder and the Managers;

(iv) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clauses (i) or (ii) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account

with respect to such asset for purposes of computing Profits and Losses; and

(v) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) and 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), clause (vi) of the definition of "Profits and Losses" and Section 4.4(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (v) to the extent that the Managers determine that an adjustment pursuant to clause (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (v).

"**Majority-in-Interest**" means Members holding at any given time more than fifty percent (50%) of the interests in the Company held by all of the Members, including the Managers' interest as Members, based upon their Percentages.

"Management Fee" has the meaning set forth in Section 5.6(b). The Management Fee shall be deemed an expense of the Company for purposes of determining Profits and Losses.

"**Manager**" or "**Managers**" means Benjamin M. Klein, Brian J. Levinson and Mark Shapiro; provided, however, that in the event that such party is at any time no longer acting as the manager of the Company, the term shall mean the party or parties then acting in such capacity.

"**Member**" means each Person signing this Agreement as a member of the Company and any Person who subsequently is admitted as a member of the Company pursuant to the terms of this Agreement.

"**Membership Rights**" means all of the economic and non-economic rights (including, without limitation, voting rights) of a Member in the Company.

"**Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(b)(2).

"**Negative Capital Account**" means a Capital Account with a balance of less than zero.

"**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(b)(1).

"**Percentage**" means, as to any Unit Holder, the percentage of Units held by such Unit Holder based on the total Units held by all Unit Holders.

"**Person**" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

"**Permitted Transferee**" means, with respect to each Member, (i) any corporation, partnership, limited liability company or other entity which is wholly-owned by such Member, or (ii) any Person(s) if such Member is wholly owned by such Person(s).

"**Profits and Losses**" shall mean for each taxable year, an amount equal to the Company's taxable income or loss for such taxable year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing such Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(*i*), and which are not otherwise taken into account in computing such Profits and Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such taxable year;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) and 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Unit Holder's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) For purposes of this Agreement, any deduction for a loss on a sale or exchange of any Company asset which is disallowed to the Company under Code Section 267(a)(1) or 707(b) shall be treated as a Code Section 705(a)(2)(B) expenditure; and

(viii) Notwithstanding anything to the contrary in the definition of the term "Profits and Losses," any items which are specially allocated pursuant to Section 4.4 hereof shall not be taken into account in computing such Profits and Losses.

The amount of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Article IV hereof shall be determined by applying rules analogous to those as set forth in this definition of Profits and Losses.

"**Regulation**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Sale of the Company" means a transaction or series of related transactions involving (i) a transfer of all or substantially all of the assets of the Company, or (ii) a transfer of majority of the Units, whether by sale, merger, or otherwise.

"**Secretary**" means the Secretary of State of Illinois.

"**Transfer**" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign or otherwise transfer.

"**Unit**" means an interest in the capital, profits, losses and distributions of the Company as provided herein.

"**Unit Holder**" means any Person who holds a Unit, whether as a Member or as an unadmitted assignee of a Member.

"**Unit Holder Nonrecourse Debt Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(i)(2).

"**Unit Holder Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(i)(1).

Article II
Formation and Name; Office; Purpose; Term

2.1 Organization. The Company has been formed as a limited liability company pursuant to the Act and the provisions of this Agreement by the filing of Articles of Organization with the Secretary. The Managers shall use all reasonable efforts to assure that all filings, recordings, publishings and other acts necessary or appropriate for compliance with all requirements for the continuation of the Company as a limited liability company under the Act.

2.2 Name of the Company. The name of the Company shall be "OJCC REALTY, LLC". The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall comply with any requirements of the Act or applicable law.

2.3 Purpose. The purpose of the Company is to engage in the Business, to obtain any financing in connection therewith and to engage in any lawful act or activity related to the foregoing for which limited liability companies may be organized under the laws of the State of Illinois, subject to the provisions of this Agreement.

2.4 Term. The term of the Company shall begin upon the filing of the Articles of Organization with the Secretary and shall continue in perpetuity unless its existence is terminated pursuant to Article VII of this Agreement.

2.5 Principal Office and Place of Business. The principal office of the Company shall be located at 7444 Long Avenue, Skokie, Illinois 60077, or such other place which the Members may select from time to time. The principal place of business of the Company shall be located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

2.6 Registered Agent and Office. The name and address of the Company's registered agent shall be Abraham A. Gutnicki, Law Office of Abraham A. Gutnicki, P.C., 8320 Skokie Boulevard, Skokie, Illinois 60077. The Members may change the registered agent and office of the Company in Illinois at any time in its sole discretion.

2.7 Members. The name, present mailing address, Capital Contribution, Units and Percentage of each Member are set forth on Exhibit A attached hereto. Additional Members may be admitted to the Company only as provided in Article VI.

2.8 Fiscal Year. The fiscal year for the Company shall be based on the calendar year.

Article III
Members; Capital; Capital Accounts; Representation of Members

3.1 Initial Capital Contributions. On or about the time of its execution of this Agreement, each Member shall make a capital contribution to the capital of the Company in the amount set forth opposite its name in the column labeled "**Capital Contribution**" on Exhibit A attached hereto. Except as otherwise provided in Section 3.2 of this Agreement or by the Act, the Members shall not be obligated to make additional contributions to the Company.

3.2 Additional Capital Contributions.

(a) In the event the Managers determine, in their reasonable discretion, that additional funds are required for the Business, or to satisfy any of the Company's debts or liabilities, the Managers may request additional capital contributions by the Members. The Managers shall, by delivery of written notice to all of the Members (a "**Capital Call Notice**"), notify the Members of (x) the total amount so requested (the "**Additional**

Capital Contribution"), (y) each Member's pro rata share of such amount, which shall be determined in accordance with the Members' respective Percentages, and (z) the date on which such funding will be requested (the "**Due Date**"), which date shall be no less than ten (10) calendar days after the delivery of the Capital Call Notice. Each Member shall be obligated to pay its pro rata share of the Additional Capital Contribution on or before the Due Date. If a Member fails to pay such pro rata share on or before the Due Date, such Member shall be deemed a defaulting member (the "**Defaulting Member**") and the following shall occur:

(b) If (1) the Defaulting Member fails to contribute its pro rata share of the Additional Capital Contribution by the Due Date, and (2) the other Members have contributed their pro rata shares of the Additional Capital Contribution (the "**non-Defaulting Members**"), each non-Defaulting Member shall be entitled to contribute, the Defaulting Member's pro rata share of the Additional Capital Contribution; provided however, that the aggregate amount contributed by the non-Defaulting Member(s) may not exceed the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that the Defaulting Member failed to contribute. If all or some of the non-Defaulting Members contribute some or all of the Defaulting Member's pro rata share of the Additional Capital Contribution, the Defaulting Member's Percentage (and the amount of Units) shall be decreased (but not below zero) such that, immediately after such decrease, the Percentage of the Defaulting Member will be a percentage equal to (x) the Percentage of such Defaulting Member immediately prior to such decrease, less (y) a percentage expressed as a fraction, the numerator of which is the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that such Defaulting Member failed to contribute, and the denominator of which is the aggregate amount of all Capital Contributions theretofore made by all Members prior to, or concurrently with such default (including any capital contributions made by the non-Defaulting Member(s) on behalf of the Defaulting Member), and concomitantly, the aggregate Percentages (and the amount of Units) of the non-Defaulting Member(s) who made capital contributions on behalf of the Defaulting Member(s) shall be increased by the same percentage and in proportion to the amounts contributed by the non-Defaulting Member(s) on behalf of the Defaulting Member.

3.3 Admission of New Members; Members' Preemptive Rights.

(a) If (i) no Member makes an Additional Capital Contribution as provided in Section 3.2, or (ii) only some of the Members make such contributions, but such Members do not wish to contribute the Defaulting Members' pro rata share of the Additional Capital Contribution, and the Members comprising a Majority-in-Interest reasonably determine that it is in the best interests of the Company to raise additional capital, such Members shall have the right, on behalf of the Company, subject to the provisions of this Section 3.3, to raise the capital needed for the Business from third parties by admitting them as new members and issuing Units or other equity interests in the Company to such third parties. Prior to the admission of new members and issuance and sale of additional interests, the Company shall deliver written notice to the Members, which notice shall set forth the amount and the terms of such additional capital. The

notice shall also include an offer to each Member to invest an amount equal to the amount to be raised through the issuance and sale of Additional Interests multiplied by a fraction, the numerator of which is the total number of Units held by such Member, and the denominator of which is the total number of Units held by all of the Members (the "**Members' Preemptive Rights**"). Each Member shall exercise its Members' Preemptive Rights hereunder, in whole or in part, within thirty (30) days following the receipt of the notice by giving written notice to the Company of such exercise. In the event that any Member does not exercise its Members' Preemptive Rights within the time period described above, such procedure shall be repeated only with respect to those Members that exercised their Members' Preemptive Rights; provided that such Members shall be required to exercise their Members' Preemptive Rights with respect to such repeated procedure by giving written notice to the Company of such exercise within ten (10) days following the receipt of the subsequent notice of the Company with respect to such repeated procedures, until no Member desires to invest additional capital pursuant to this Section 3.3. Any amounts not raised through this process may then be raised by the admission of additional members and through the issuance and sale of additional interests on the same terms and conditions as provided in this Agreement, or upon such other terms provided that such other terms receive the approval of a Super-Majority-in-Interests of the Members.

(b) Intentionally Omitted.

3.4 No Interest on Capital Contribution. No Member shall be paid interest on its Capital Contribution.

3.5 Return of Capital Contributions; Form of Return of Capital. Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution.

3.6 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Unit Holder shall be obligated to restore a Negative Capital Account, unless otherwise required by law or Article IV hereof.

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those commercially reasonable terms upon which the Managers and the Member agree.

3.8 Liability of Members for Company Obligations. The Members shall not be liable for the repayment and discharge of debts and obligations of the Company.

3.9 No Third Party Beneficiaries. The provisions set forth in this Article III are solely and exclusively for the benefit of the Company and the Members, and are not intended to confer any rights on any third party. Without limiting the generality of the foregoing, no creditor of the Company shall be deemed a third party beneficiary of any obligation of the Members to contribute capital or make advances to the Company.

3.10 Representation of Members. EACH MEMBER HEREBY REPRESENT AS FOLLOWS: (A) THAT SUCH MEMBER HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AFFAIRS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF MAKING ITS CAPITAL CONTRIBUTION; (B) THAT NO MEMBER HAS RELIED IN CONNECTION WITH ITS DECISION TO MAKE A CAPITAL CONTRIBUTION UPON ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS BY ANY PERSON, INCLUDING WITHOUT LIMITATION, THE MANAGERS; (C) THAT SUCH MEMBER CAN AFFORD TO BEAR THE ECONOMIC RISK OF HOLDING ITS UNITS FOR AN INDEFINITE PERIOD OF TIME (D) THAT SUCH MEMBER CAN AFFORD TO SUFFER THE COMPLETE LOSS ITS CAPITAL CONTRIBUTION.; AND (E) THAT SUCH MEMBER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**").

Article IV
Distributions and Allocations

4.1 Distributions of Available Cash. The Managers shall have the right to determine whether, and to what extent, distributions of Available Cash shall be made to Members. When and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders, as of the last day of the month immediately preceding the month in which such distribution is made.

4.2 Distributions with Respect to Tax. The Managers shall use their best efforts to cause the Company to distribute sufficient cash to enable the Unit Holders to pay Federal and state income taxes arising from the Company's profits allocated to the Unit Holders during a taxable year, in an amount equal to the net taxable income of the Company allocated to each Unit Holder for such year times the highest marginal Federal and state income tax rates for such year applicable to an individual resident of Illinois. Such distribution shall be paid with respect to a taxable year of the Company within ninety (90) days after the end of such taxable year, or at such earlier times and in such amounts as determined in good faith by the Members to be appropriate to enable the Unit Holders to pay estimated income tax liabilities. Distributions made pursuant to Section 4.1 shall serve to discharge the Company's obligations under this Section 4.2.

4.3 Allocations of Profit and Losses. After giving effect to the special allocations set forth in Section 4.4, taxable income or loss, and other items of income and deduction, shall generally be allocated amongst the Unit Holders pro rata based on the Percentages of such Unit Holders. The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Unit Holder without the Unit Holder's prior written consent. To the extent any Member is

unable to take a loss due to Capital Account limitations, any remaining loss shall be allocated to Members who have guaranteed loans, bank lines of credit or other obligations of the Company.

4.4 Regulatory and Other Special Allocations. The allocations pursuant to Section 4.3 hereof shall be subject to the following special allocations made in the following order of priority:

(a) Except as otherwise provided in Regulation Section 1.704-2(f), if there is a net decrease in Minimum Gain during any taxable year, each Unit Holder shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Regulation Section 1.704-2(i)(4), if there is a net decrease in Unit Holder Nonrecourse Debt Minimum Gain attributable to Unit Holder Nonrecourse Debt during any taxable year, each Unit Holder which has a share of Unit Holder Nonrecourse Debt Minimum Gain attributable to such Unit Holder Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Nonrecourse Debt Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.4(b) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event that any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulation promulgated under Section 704(b) of the Code, the deficit balance, if any, in such Unit Holder's Adjusted Capital Account as quickly as possible; provided, that an allocation pursuant to this Section 4.4(c) shall be made only if and to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.4 have been tentatively made as if this Section 4.4(c) were not in this Agreement.

(d) In the event that any Unit Holder has a deficit Capital Account at the end of any taxable year that is in excess of the sum of (i) the amount such Unit Holder is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(d) shall be made only if and to the extent that such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4.4 have been tentatively made as if Section 4.4(c) and this Section 4.4(d) were not in this Agreement.

(e) Nonrecourse Deductions for any taxable period shall be allocated to the Unit Holders in accordance with their respective Percentages. If the Managers determine in their good faith discretion that the Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements in the Regulation promulgated under Section 704(b) of the Code, the Managers are authorized to revise the prescribed ratio to the numerically closest ratio that satisfies such requirements.

(f) Any Unit Holder Nonrecourse Deductions for any taxable period shall be allocated 100% to the Unit Holder that bears the Economic Risk of Loss with respect to the Unit Holder Nonrecourse Debt to which such Unit Holder Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i). If more than one Unit Holder bears the Economic Risk of Loss with respect to a Unit Holder Nonrecourse Debt, such Unit Holder Nonrecourse Deductions attributable thereto shall be allocated between or among such Unit Holders in accordance with the ratios in which they share such Economic Risk of Loss.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(*m*) to be taken into account in determining Capital Accounts as a result of a distribution to a Unit Holder in complete liquidation of its interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such asset), or loss (if the adjustment decreases the basis of such asset), and such item of gain or loss shall be specially allocated to the Unit Holders in accordance with their Percentages in the event Regulation Section 1.704-1(b)(2)(iv)(*m*)(2) applies, or to the Unit Holder to whom such distribution was made in the event that Regulation Section 1.704-1(b)(2)(iv)(*m*)(4) applies.

(h) If any item of taxable income, gain, deduction or loss is imputed to a Unit Holder and such imputed income, gain, deduction or loss directly relates to a transaction between such Unit Holder and the Company, any corresponding item of income, gain, deduction or loss recognized by the Company, net of any income or deduction recognized by the Company in connection with such transaction, shall be allocated to such Unit Holder up to an amount of such imputed income, gain, deduction or loss, and any related deemed cash contribution or distribution (as the case may be) shall be treated as having been made by or to such Unit Holder.

(i) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. If the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset for federal income tax purposes shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.4(i) are solely for purposes of federal, state, local and foreign taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits and Losses or other items or distributions pursuant to any provision of this Agreement.

4.5 Distributions of Proceeds from a Sale Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the Sale of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.6 Distributions of Proceeds from a Refinance Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the refinance or restructuring of any debt of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.7 Liquidation and Dissolution. If the Company is liquidated, the Company shall cause a final accounting to be made, and any allocation of Profits and Losses shall be made in accordance with Section 4.3 and the assets of the Company shall be distributed to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.8 Distributions In Kind. If any assets of the Company are distributed in kind to the Unit Holders, those assets shall be valued on the basis of their fair market value, and any Unit Holder entitled to any interest in those assets may receive that interest as a tenant-in-common with all other Unit Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Managers.

Article V
Management by Managers; Members

5.1 Management of the Company.

(a) The business and affairs of the Company shall be managed under the sole direction and control of the Managers, and all powers of the Company shall be exercised by or under the authority of the Managers. The Managers shall have an annual meeting at the principal place of business of the Company, the principal office of the Company or at such other location consented to by the Managers, such consent to be evidenced by written instrument or by the Managers' attendance at such location. Any action taken by the Managers shall constitute the act of, and shall be deemed to fully bind, the Company, unless such action required approval of the Members pursuant to this Agreement. No other Person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. Except as provided in Section 5.8, the Members shall have no power to remove any of the Managers as manager of the Company.

(b) Except as otherwise provided in this Agreement, all decisions of the Managers shall require the unanimous consent of the Managers as herein provided. Actions and decisions requiring the approval of the Managers may be authorized or made either by vote of the Managers taken at a meeting of the Managers, or by written consent without a meeting. Any Manager may call a meeting to consider approval of an action or decision under the provisions of this Agreement by delivering to the other Managers notice of the time and purposes of such meeting at least two (2) business days before the day of such meeting. Any such meeting shall be held at the principal place of business of the Company, unless the other Managers consent in writing or by their attendance of such meeting to its being held at another location.

(c) Subject to the Members' consent rights described in Section 5.10, the Managers shall have the sole and exclusive right to manage the day-to-day operations of the Company and shall have any and all rights and powers to act on behalf of the Company including, but not limited to, the right and the power to:

(i) supervise the operation and management of the Company;

(ii) cause the Company to acquire, lease and/or enter into an agreement to acquire, lease or dispose of the Property or other real estate;

(iii) cause the Company or its properties to be insured and to make determinations with respect to insurance companies, deductibles, types of coverage, claims, settlements and other similar matters;

(iv) determine the appropriate amount of reserves to be maintained thereby for anticipated future expenses, costs and taxes;

(v) determine the Company's operating and capital expenditures budgets and annual marketing plans;

(vi) from time to time borrow money and/or enter into financing or refinancing transactions with any bank or commercial lender on behalf of the Company;

(vii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible;

(viii) subject to Section 5.10 of this Agreement, enter into any contract on behalf of the Company, including, without limitation, management or consultant contracts;

(ix) request Additional Capital Contributions from the Members pursuant to Section 3.2(a);

(x) subject to Section 3.3, authorize the issuance of Additional Interests and admit additional Members;

(xi) obtain licenses, approvals and permits necessary for the Business;

(xii) make decisions on behalf of the Company relating to compliance issues with governmental agencies or programs and/or licensure requirements;

(xiii) hire and fire all employees of the Company, as well as all officers and directors, if any; and

(xiv) execute, enter into, acknowledge and deliver all contracts, agreements and instruments necessary or appropriate to accomplish any of the foregoing.

5.2 Limitation on Authority of Members.

(a) Unless a Member is also a Manager, no Member shall be an agent of the Company solely by virtue of being a Member, and no Member shall have authority to act for the Company solely by virtue of being a Member.

(b) This Agreement, and specifically Sections 5.1 and 5.10 of this Agreement, supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Agreement shall be solely responsible for any loss and expense, including reasonable attorney fees, incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.3 Duties of Parties.

(a) The Managers shall devote such time to the business and affairs of the Company as is reasonably necessary to carry out the Managers' duties to the Company.

(b) Nothing herein shall be deemed to restrict in any way the rights of any Member or Managers, any Affiliate, or any member or shareholder of any Member, Managers or any of their respective Affiliates to conduct any other business or activity whatsoever, including, without limitation, such business or activity that is substantially similar to the Business, and no Member or Manager shall be deemed to have any obligation (fiduciary or otherwise) or liability to the Company or to any other Member with respect to that business or activity. The organization shall be without prejudice to the respective rights of the Members and the Managers (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each of the Members and Managers waive any right that they might otherwise have to share or participate in such other interests or activities of any of the other Members or Managers, their Affiliates or any member or shareholder of their respective Affiliates.

(c) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates, including without limitation, the loan transaction described in Section 3.7 of this Agreement. In any of those cases, those dealings and undertakings shall be made only through arm's length transactions on terms and conditions approved by the Managers.

5.4 Indemnification of the Managers. The Company shall indemnify and hold harmless the Managers and their officers, members, operating directors, employees and agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed, in good faith, to be in the best interests of the Company and were not performed or omitted fraudulently or as a result of gross negligence or material misconduct. The Company may advance sums for payment of amounts described in this Section 5.4, provided that the recipient of any such advances shall be obligated to repay the amounts advanced if the recipient is finally adjudged ineligible to be indemnified hereunder.

5.5 Power of Attorney.

(a) Grant of Power. Each Member constitutes and appoints the Managers as the Member's true and lawful attorney-in-fact ("**Attorney-in-Fact**"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file, with respect to the Company:

(i) one or more Articles of Organization;

(ii) all documents including amendments to Articles of Organization which the Attorney-in-Fact deems appropriate to reflect any amendment, change,

or modification of this Agreement as permitted under Section 9.11 of this Agreement;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Illinois or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Illinois;

(iv) one or more applications to use an assumed name; and

(v) subject to the provisions of Section 7.1, all documents which may be required to dissolve and terminate the Company and to cancel its Articles of Organization.

(b) Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of a Unit, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

5.6 Compensation; Management Fee.

(a) Except as provided in subsection (b) of this Section 5.6, the Managers shall not be entitled to compensation for services performed for the Company. Notwithstanding the foregoing, upon substantiation of the amount and purpose thereof, the Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(b) Intentionally Omitted.

5.7 Withdrawal by a Manager.

(a) Subject to Section 5.7(b), each Manager may withdraw as a manager of the Company at any time upon thirty (30) days written notice to the Members.

(b) Notwithstanding Section 5.7(a), each Manager hereby covenants that such Manager shall not take any action to withdraw as a manager of the Company unless:

(i) If the Manager is the sole Manager at the time,

(A) The Members have, prior to the Manager's withdrawal, elected a substitute Manager which has at least one percent (1%) of the Percentages; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes; or

(ii) If the withdrawing Manager is not the sole Manager at such time,

(A) All remaining Managers have agreed to the Manager's withdrawal; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes.

5.8 Removal of a Manager. A Manager may be removed by the Members only pursuant to this Section 5.8.

(a) The Members holding a Majority-in-Interest shall have the right, exercisable by written notice given to the Manager and all of the other Members, to remove a Manager for "**Cause**." For purposes hereof, "**Cause**" shall mean fraud, malfeasance or intentional misconduct against the Company. In the event the Manager shall contest the validity of such removal, such removal shall not become effective unless a court of competent jurisdiction (including any court to which any appeal may be taken) shall have determined that Cause for such removal has been established. In the event that a Manager is properly removed for Cause, then such Manager shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and losses of the Company, to receive distributions of Company funds in accordance with Article IV hereof and to assign or transfer its Units pursuant to Article VI hereof. Specifically, such removed Manager shall not be entitled to vote on any matter as provided in this Agreement and such shall not be considered in determining a Majority-in-Interest of the Percentages.

5.9 Reconstitution of Company After Withdrawal or Death of the Manager. Upon the withdrawal, removal or death of the last remaining Manager or other terminating event under Sections 5.7 or 5.8, the remaining Members (not including for such purposes the estate of a deceased Manager or any Transferee who has not satisfied the requirements of Article VI to become a Member) shall have the right to elect to continue the business of the Company, in a reconstituted form if necessary, if, within ninety (90) days after the withdrawal or death of the Manager, Members representing a Majority-in-Interest agree in writing to continue the business of the Company and to the appointment of one or more additional managers. The exercise of the rights of reconstitution granted in this Section 5.9 shall not in any way constitute any Member a manager or impose any personal liability on any Member. Immediately upon the agreement of all such Members to continue the business, the Members, and/or any successor Manager shall

prepare, execute, and file for recordation amended or new Articles of Organization if required, and shall take or cause to be taken all steps required in connection with the continuation of the business in accordance with the applicable laws of the State of Delaware.

5.10 Members; Meetings and Voting.

(a) Notwithstanding anything to the contrary in this Agreement, the Managers shall not take any action with respect to the following matters, absent the approval of a Majority-in-Interest of the Members, which approval may be given or withheld in each Member's sole discretion:

(i) any filing of a petition seeking relief for the Company under any law for relief of debtors;

(ii) any redemption, purchase for cancellation or other acquisition by the Company of Units or other equity interests in the Company for more than $100,000;

(iii) any recapitalization of the Company;

(iv) any initiation of a lawsuit, claim, arbitration or mediation procedure or other similar action before any court of competent jurisdiction, administrative agency, third party arbitrator or mediator or other similar tribunal, if the value of such claim is at least $500,000;

(v) the entering into any agreement or commitment binding upon the Company with respect to any of the foregoing;

(vi) the Company's engagement in any business activity that represents a material deviation from the Business;

(vii) any merger affecting the Company;

(viii) any sale of all or substantially all of the assets of the Company;

(ix) the entering into any agreement or commitment binding upon the Company with respect to the foregoing; and

(x) any other matter that approval by a Majority-in-Interest of the Members is specifically required by this Agreement.

(b) A meeting of the Members may be called at any time by the Managers or by a Majority-in-Interest of the Members. Meetings of Members shall be held at the Company's principal place of business, the Company's principal office, or at any other place designated by the Person(s) calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person(s) calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice

shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

(c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members representing a Majority-in-Interest, or such other percentage as may re required in this Agreement, of the Members.

5.11 Personal Services of Members. Unless a Member is also a Manager, no Member shall be required to perform services for the Company solely by virtue of being a Member. Except as provided in Sections 4.1(b) and 5.6 of this Agreement, unless approved by the Majority-in-Interest of the Members, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Article VI
Transfer of Units and Withdrawals of Members

6.1 Transfers in General.

(a) Except as provided in Section 6.2 and Section 6.3, no Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Units unless the following conditions ("**Conditions of Transfer**") are satisfied:

(i) The Transfer will not require registration of Units or Membership Rights under any Federal or state securities laws;

(ii) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;

(iii) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(iv) The transferor or the transferee delivers the transferee's taxpayer identification number and the transferee's initial tax basis in the Transferred Units to the Company; and

(v) The transferor and transferee have complied with Sections 6.4, 6.5 and 6.6 of this Agreement.

(b) If the Conditions of Transfer are satisfied, then a Member or Unit Holder may Transfer all or any portion of that Person's Units. Notwithstanding the foregoing to

the contrary, a Member may not Transfer all or any portion of its Membership Rights without the prior consent of the Managers. Absent the required consent, any such proposed Transfer shall be void as a matter of law. If a transfer of all Membership Rights is approved as aforesaid, the transferee will succeed to all Membership Rights of the Member who transfers such Membership Rights.

(c) Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI.

6.2 Permitted Transferees; Transfers to Individuals Related to Members.

(a) Notwithstanding anything contained herein to the contrary, each Member shall, upon ten (10) days prior written notice to each of the other Members and the Managers, have the right to Transfer all or a portion of such Member's Membership rights to any Permitted Transferee with respect to such Member, without first obtaining the prior consent of the Members representing a Majority-in-Interest as provided in Section 6.1(b); provided, however, the terms and conditions of Section 6.1(a)(i) – (iv) must be satisfied first.

(b) To the extent any Member that is an individual desires to Transfer all or a portion of such Member's Membership rights to another individual (or a trust established for the benefit of said individual) that is a spouse, descendant (natural or adopted) or ancestor (natural or adopted) of such Member (a "**Family Transferee**"), the terms and conditions of Section 6.1(a)(v) shall not apply; provided, however, the remaining terms and conditions of Section 6.1(a) – (c) must be satisfied first.

(c) In addition to the foregoing, any Member may assign its rights to receive distributions of Available Cash (as provided in Article IV above) to any Person designated in writing by such Member to the Managers.

6.3 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal (as defined herein), then the successor of the withdrawn Member shall thereupon become a Unit Holder but shall not become a Member nor shall such successor be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI. Specifically, such successor-in-interest shall not be entitled to vote on any matter as provided in this Agreement and such successor-in-interest's Units shall not be considered in determining a Majority-in-Interest of the Percentages. The successor-in-interest shall become a substituted Member only upon compliance with the applicable provisions of Article VI. As used herein, "**Involuntary Withdrawal**" means a Member's dissociation with the Company by means other than a Transfer or upon the occurrence of any of the following events: (i) the Member (A) makes an assignment for the benefit of creditors; (B) files a voluntary petition of bankruptcy; (C)

is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (D) seeks, consents to or acquiesces in the appointment of a trustee for, receiver for, or liquidation of, the Member or all or any substantial part of the Member's properties; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsections (A) through (D); (ii) if the Member is an individual, (A) the death or incapacity of such individual or (B) a final entry of judgment in a proceeding involving the dissolution of such individual's marriage, if such judgment shall result in a Transfer of such individual's Units; (iii) if the Member is acting as a Member by virtue of being a trustee of a trust, termination of the trust; (iv) if the Member is a partnership or another limited liability company, the dissolution and commencement of the winding up of the partnership or limited liability company; or (v) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter.

6.4 Company's Preemptive Rights.

(a) If a Member intends to Transfer any Units other than pursuant to Section 6.2 (the "**Transferring Member**"), such Transferring Member shall give the Company and each of the other Members written notice (a "**Notice of Sale**") of such intent which shall (i) describe the number of Units to be Transferred (the "**Offered Units**"); (ii) describe the purchase price and other terms of the proposed Transfer; and (iii) contain an offer to sell (an "**Offer to Sell**") such Units to the Company pursuant to the same terms and conditions as the proposed Transfer (the Company's rights to receive such offer and purchase such Units shall hereinafter be referred to as the "**Company's Preemptive Rights**").

(b) The Company, subject to approval by the Members as required in Section 5.10(a)(iii) of this Agreement, shall have the right to purchase the Offered Units by delivering, within thirty (30) days of receipt of the Notice of Sale, written notice to the Transferring Member of the Company's exercise of such right.

(c) If the Company does not exercise the Company's Preemptive Rights, then each of the other Members shall have the right to exercise the Offer to Sell (the "**Members' Secondary Preemptive Rights**") and shall have the right to purchase the Offered Units by delivering, within ten (10) days of the date that the Members' Secondary Preemptive Rights become effective, written notice to the Transferring Member of such Member's exercise of such right; provided, however, if more than one Member exercises such Members' Secondary Preemptive Rights, then an equal amount of the Offered Units shall be sold to each such Member.

(d) If neither the Company nor any of the Members exercise the foregoing rights, the Offer to Sell shall terminate and subject to the provisions of Section 6.1 hereof, the Transferring Member may sell or transfer the Offered Units to the proposed purchaser, provided such transaction is on the same terms and conditions as the Offer to Sell. As a condition to Transfer, the Transferring Member shall cause the buyer of the Offered Units to agree to be bound by the terms and conditions of this Agreement.

6.5 Tag Along Rights.

(a) If Members representing at least 80% of the Membership Interests (the "**Controlling Members**") desire to sell all of their Membership Interests or Units to a prospective purchaser, such Members shall provide written notice to the other Members (the "**non-Controlling Members**") of their intention to sell such Membership Interests and the terms and conditions of such sale, including without limitation, the per-Unit price and the proposed closing date of such sale, which shall be at least thirty (30) days after receipt of such notice (the "**Tag Along Notice**"). The non-Controlling Members shall have the right (the "**Tag Along Rights**") to participate in the contemplated sale under the same terms and conditions as offered to the Controlling Members by delivering a written notice of such desire within ten (10) days of receipt of the Tag-Along Notice. If the prospective purchaser will not purchase all of the Membership Units as a result of the non-Controlling Members' exercise of the Tag Along Rights, then each Member that wishes to sell to the prospective purchaser (each, a "**Selling Member**") shall be entitled to sell a number of Units equal to (x) the number of Units the prospective purchaser wishes to purchase (y) multiplied by a fraction, the numerator of which is the number of Units such Selling Member elects to sell and the denominator of which is the aggregate number of Units all of the Selling Member elect to sell.

(b) The Controlling Members shall use their best efforts to obtain the agreement of the proposed purchaser to the participation of the non-Controlling Members in the contemplated sale, and shall not sell any Units to the prospective purchaser if the prospective purchaser declines to allow the participation of the non-Controlling Members.

(c) All Units proposed to be sold by each Selling Member shall be free and clear of all liens, claims and encumbrances of any kind other than restrictions on transfer under this Agreement and under applicable federal and state securities laws.

6.6 Drag Along Rights. Notwithstanding the foregoing, if the Controlling Members desire to Transfer all of their Membership Interests or Units to a prospective third-party purchaser (i.e. excluding any Member or any Affiliate of an Member), the Controlling Members, upon written notice to the non-Controlling Members of the terms and conditions of such proposed sale at least thirty (30) days prior to the proposed closing of such sale, shall have the right (the "**Drag Along Rights**") to require the non-Controlling Members to sell their respective Membership Interests or Units to the prospective purchaser provided that the sale of the non-Controlling Members' Membership Interests or Units shall be on the same terms and conditions as the sale of the Controlling Members' Membership Interests or Units.

6.7 Change in Control of Entity Members. Each of the Members to the extent that any such Member is a corporation, partnership, limited liability company, trust or any other entity hereby covenants and agrees that it shall not permit any transfers of equity interests in any such Member if as a consequence thereof, such transfer would result in a change of voting control of such Member, including without limitation any Permitted Transferee that has become a Unit Holder or has been admitted as a substituted Member, absent the prior consent of the

Members representing a Majority-in-Interest. If any such Member permits any such transfer without the required prior consent, then such Member shall have no right to exercise any Membership Interests other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) upon the written agreement of Members holding a Majority-in Interest; or

(b) the dissolution or bankruptcy of all of the Managers, unless a substitute Manager(s) is selected by agreement of a Majority-in-Interest of the remaining Members (without regard to any dissolved or bankrupt Managers) and the new Manager(s) elects to continue the business of the Company.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up the affairs of the Company. If at such time, there are no Managers, then a Majority-in-Interest of the Members shall select a Person to wind up the affairs of the Company. On winding up of the Company, the assets of the Company shall be distributed: first, to pay the costs and expenses of the winding up, liquidation and termination of the Company; second, to creditors of the Company, including Unit Holders who are creditors, in satisfaction of the liabilities of the Company; third, to establish reserves reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company; and then to the Unit Holders in accordance with Section 4.7.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Managers shall promptly file Articles of Dissolution with the Secretary. If there are no Managers, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Article VIII
Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records.

(a) The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with

respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's Federal, state or local tax returns.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours provided three (3) business days of advance notice is given. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managers, subject to the requirements and limitations of the Code.

8.4 Tax Matters Person. Benjamin M. Klein shall be the Company's "tax matters person" ("**Tax Matters Person**") and, as such, shall have all powers and responsibilities provided in Code Section 6221, et seq. or such other provisions as may become applicable to limited liability companies. The Tax Matters Person shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Person. The Company shall pay and be responsible for all reasonable third-party costs incurred by the Tax Matters Person in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Person may not compromise any dispute with the Internal Revenue Service without the approval of the Members having a Majority-in-Interest of the Percentages then held by all the Members. The Company shall indemnify and hold harmless the Tax Matters Person from and against any liabilities or costs associated with the performance of the duties described in this Section 8.4, unless such liabilities or costs have arisen from fraud, gross negligence or material misconduct of the Tax Matters Person.

8.5 Tax Elections. The Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754.

8.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

Article IX
General Provisions

9.1 Further Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Managers

deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted under this Agreement must be in writing and either: 1) delivered personally, 2) sent by certified or registered mail, postage prepaid, return receipt requested, 3) sent by recognized overnight delivery service, 4) sent by electronic mail with confirmed receipt transmission report or 5) by facsimile with confirmed receipt transmission report. A notice must be addressed to a Unit Holder at the Unit Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given: (i) three (3) business days to an address within the United States of America or (ii) seven (7) business days to an address outside of the United States of America after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by electronic mail or facsimile shall be deemed given when sent, provided a confirmed receipt transmission report is generated. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, the Company or any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, and that the Company or such injured party shall not be required to post bond or other security in connection therewith.

9.4 Dispute Resolution. The parties hereto agree that all problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith, including any claim for specific performance (collectively "**Disputes**"), the Members shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the Members are unable within ten (10) days of the arising of the Dispute to resolve the Dispute in good faith, any party may submit to final and binding arbitration before the American Arbitration Association ("**AAA**"), with an office located in Chicago, Illinois, or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq.* The parties hereto agree that the rules of the American Arbitration Association applicable to commercial arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with AAA, with a copy to the other party. The arbitration will be conducted in Chicago, Illinois, in accordance with the provisions of AAA Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with AAA and with one another

in selecting an arbitrator from a AAA panel of neutrals, and in scheduling the arbitration proceedings. The provisions of this Section 9.4 with respect to the arbitration before AAA may be enforced by any court of competent jurisdiction (subject to the provisions of Sections 9.5 and 9.6 of this Agreement), and the parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration. Upon the mutual agreement of the parties involved in the Dispute, the parties may submit to final and binding arbitration before any other recognized alternative dispute resolution company or organization with offices located in Chicago, Illinois. The parties hereto agree that this Section 9.4 has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

9.5 Choice of Law. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Illinois.

9.6 Jurisdiction; Venue. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, IN THE EVENT ANY DISPUTE BETWEEN THE PARTIES HERETO RESULTS IN LITIGATION, OR TO THE EXTENT A PARTY MUST GO TO A COURT OF LAW TO ENFORCE A JUDGMENT ARRIVED AT THROUGH ARBITRATION PURSUANT TO SECTION 9.4 OF THIS AGREEMENT, ALL SUCH ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

9.7 Attorneys' Fees in the Event of Dispute. In the event any dispute between the parties hereto results in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

9.8 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

9.9 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

9.10 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.11 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.12 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.13 Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. Furthermore, if any provision of this Agreement shall be adjudicated to be invalid, overbroad or unenforceable, the parties agree that the court making such determination shall have the power to delete, amend and/or reduce the duration and/or scope of, the provision thus adjudicated to be invalid or unenforceable to the extent necessary for said provision to be adjudicated valid and enforceable, such deletion and/or reduction to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

9.14 Amendment. This Agreement may be amended, altered or modified only by the affirmative vote of the Members holding a Majority-in-Interest; provided, however, that this Agreement may be amended by the Managers without any action of the Members in any of the following cases:

(a) Upon an advice by counsel, to the extent necessary to permit the allocations and distributions contained in this Agreement to be sustained under existing or future federal income tax laws and as otherwise provided in this Agreement;

(b) Exhibit A, listing the addresses and Percentages of the Members, may be modified from time to time by the Managers to reflect any admission of new Members, any change in the Members or in the Membership Interest of any Member which has been effected by Transfer, operation of the express terms of this Agreement, or other appropriate action, or to reflect any Member's change of address;

(c) to correct any clerical errors or omissions, provided that the Managers give prior written notice of such amendment to the Members; or

(d) to delete or add or modify any provision required to be so deleted, added, or modified by the staff of the Securities and Exchange Commission, any other federal agency or any state "Blue Sky" Commissioner or similar official, when the deletion,

addition, or modification is for the benefit or protection of the Members.

9.15 Construction. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

9.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.17 Waiver. The Law Office of Abraham A. Gutnicki, P.C. ("**LOAG**") has acted as lead counsel in developing the documentation for the Company. In this regard, the parties to this Agreement acknowledge that LOAG has informed each Member that a conflict of interest exists in LOAG's representation in such formation and that each Member has been advised to seek outside counsel and business advice to review all documents relating to the Company, including without limitation this Agreement, and to advise each Member as to the effects, consequences and legalities of such documents.

Remainder of this page left intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MANAGERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

MEMBERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

EXHIBIT A

MEMBERS AND CAPITAL

Member	Address	Capital Contribution	Units	Percentage	SS/FEIN
Benjamin M. Klein	7444 Long Avenue Skokie, Illinois 60077	$1,000.00	300	33.33%	327-76-3567
Brian J. Levinson	3133 W. Sherwin Ave. Chicago, Illinois 60645	$1,000.00	300	33.33%	325-58-8690
Mark Shapiro	9223 Nagle Avenue Morton Grove, Illinois 60053	$1,000.00	300	33.33%	328-38-2799

EXHIBIT C

Written Consent to Action

See Attached.

WRITTEN CONSENT TO ACTION BY
THE MANAGERS OF OJCC REALTY, LLC

The undersigned, being the Managers of OJCC Realty, LLC, an Illinois limited liability company ("Company") acting pursuant to Section15-1(d) of the Illinois Limited Liability Company Act and Article V of the Operating Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the Company is acquiring the property located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois (the "Property") pursuant to a Real Estate Purchase Agreement by and among Joseph J. Angermeier and Shirley J. Angermeier, Husband and Wife as Seller and the Company as Purchaser, dated as of September 18, 2008, as amended and/or restated from time to time (the "Acquisition Transaction");

WHEREAS, the Company is selling the Property to MS Springfield, LLC, an Indiana limited liability company (the "Purchaser") pursuant to an Option Agreement by and between the Company, as Optionor, and the Purchaser, as Optionee, dated as of July 28, 2010, for the Purchaser to improve the Porperty with a licensed 75 bed nursing facility (the "Facility") (the "Option Transaction");

WHEREAS, the Company will lease the Facility pursuant to a Lease Agreement dated as of July 28, 2010, effective as of the Commencement Date, as defined therein, between the Company as Tenant and the Purchaser, as Landlord, as amended and/or restated from time to time (the "Lease Transaction");

WHEREAS, the Company will sublease the Facility pursuant to a Sublease Agreement by and between the Company as sublessor to OJCC, LLC, an Illinois limited liability company, as sublessee (the "Sublessee") (the "Sublease Transaction" and, together with the Acquisition Transaction, the Option Transaction, the Lease Transaction, the "Land Purchase Transaction");

WHEREAS, in order to finance the Option Transaction, the Purchaser desires to enter into a commercial mortgage loan with TOWN AND COUNTRY BANK, an Illinois Banking Corporation as a lender (the "Lender") evidenced by the Promissory Note dated October 19, 2011 made by Purchaser payable to the order of Lender in the principal amount of $10,360,000 (the "Loan Transaction");

WHEREAS, the Managers desire to cause the Company to provide a guaranty to enable Purchaser to enter into the Loan Transaction;

WHEREAS, in connection with the Loan Transaction, the Purchaser's indebtedness will be secured by a guaranty by the Company and a grant of security interest in certain assets of the Company;

WHEREAS, in connection with the Land Purchase Transaction, the Company will execute and deliver certain other documents, instruments, financing statements, certificates and agreements, including, without limitation, control agreements and other collateral documents (the "Land Purchase Transaction Documents");and

WHEREAS, in connection with the Loan Transaction, the Company will execute the following documents (the "Loan Transaction Documents"):

(a) Real Estate Mortgage by the Company and the Purchaser in favor of the Lender;

(b) Assignment of Leases and Rents by the Company and the Purchaser in favor of the Lender;

(c) Signature Addendum;

(d) Assignment of Development Items by and between the Purchaser and the Lender;

(e) Loan Addendum by and among the Purchaser, the Company, the Sublessee, and the Lender;

(f) Lease Reserve Fund Agreement by and among the Company, the Purchaser, and the Lender;

(g) Hypothecation Agreement between the Company, the Sublessee, and the Lender;

(h) Subordination and Nondisturbance Agreement between the Lender, the Purchaser, and the Company.

NOW THEREFORE, BE IT RESOLVED, that the Land Purchase Transaction and the Loan Transaction be and hereby are approved, and in connection with such approval, the Company and Benjamin M. Klein, as the authorized manager of the Company (the "Authorized Manager"), are hereby authorized and empowered to execute and deliver the Land Purchase Transaction Documents and the Loan Transaction Documents (the "Transaction Documents") and to consummate the transactions contemplated thereunder;

FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents, and the transactions contemplated thereby be, and they hereby are, approved, authorized and adopted in all respects, such approval to be conclusively evidenced by the execution and delivery the Transaction Documents by the Authorized Manager.

FURTHER RESOLVED, that the Authorized Manager is hereby authorized and empowered to execute and deliver, in the name and on behalf of the Company, any borrowing requests, agreements, certificates, notes, schedules, consents, waivers, amendments, instruments and other documents as may be necessary or convenient to consummate the transactions contemplated under the Transaction Documents, and perform the Company's obligations thereunder, and to otherwise carry out the intent and purposes of the foregoing resolutions (collectively, the "Other Transaction Documents"), and by doing so, the Company shall be deemed to have approved all of the terms and provisions thereof;

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform the obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Other Transaction Documents;

FURTHER RESOLVED, that the Authorized Manager be, and hereby is, authorized to take or cause to be taken all such actions, as in the judgment of such manager may be necessary, desirable or convenient in order to perform the obligations of the Company in connection with the Transaction Documents and the Other Transaction Documents, and to otherwise carry out the intent and the purposes of the foregoing resolutions, and by the doing of such actions shall be conclusive evidence that the same are in all respects hereby fully authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that any action heretofore taken by the Company or by the Authorized Manager on behalf of the Company is hereby fully authorized, approved, ratified and confirmed as the lawful limited liability company action of the Company; and

FURTHER RESOLVED, that this Written Consent to Action may be executed in multiple counterparts, each of which shall be deemed an original, and taken together, shall constitute one and the same instrument.

Remainder of this page left intentionally blank. Signature page follows.

Dated as of October 14, 2011

Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

Dated as of October 19, 2011

Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

Dated as of October 19, 2011

Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

35

OJCC, LLC
LIMITED LIABILITY COMPANY
LOAN AUTHORITY CERTIFICATE

WE HEREBY CERTIFY to Town and Country Bank ("Bank") and agree on behalf of **OJCC, LLC** an Illinois limited liability company ("OJCC") as follows:

1. Attached hereto as *Exhibit A* are the Articles of Organization of OJCC (the "Articles"). The Articles are true, accurate and complete, reflect all amendments made prior to the date hereof, have not been further amended and are in full force and effect on the date of this Certificate.

2. Attached hereto as *Exhibit B* is the Operating Agreement of OJCC (the "Operating Agreement"). The Operating Agreement is true, accurate, complete, and reflects all amendments. The Operating Agreement has been duly approved, executed and adopted, is in full force and effect on the date of this Certificate, and has not been further amended or restated.

3. The sole members and managers of OJCC are Benjamin M. Klein, Brian Levinson, and Mark Shapiro (collectively, the "Managers").

4. Attached hereto as *Exhibit C* is the Written Consent to Action by the Managers of OJCC (the "Written Consent"). The Written Consent has been duly approved and executed by all the Managers, is true, accurate, complete, is in full force and effect on the date of this Certificate, and has not been amended or restated.

5. Benjamin M. Klein (the "Authorized Manager") is authorized on behalf of OJCC to execute and deliver the Loan Documents (as listed and defined below) on behalf of OJCC and the signature of the Authorized Manager appearing on any of the Loan Documents shall be conclusive evidence of OJCC's, approval thereof.

6. The following signature of the Authorized Manager is the genuine signature of the Authorized Manager:

Benjamin M. Klein: _____

7. The following listed loan documents (the "Loan Documents") are and have been approved, duly authorized, and, as applicable, executed and delivered by OJCC:

(a) Real Estate Mortgage dated October 19, 2011 given by OJCC Realty, an Illinois limited liability company ("OJCC Realty") and MS Springfield, LLC, an Indiana limited liability company ("Borrower") for the benefit of Bank as security for the Note and covering the Premises (as defined therein);

(b) Assignment of Rents and Leases dated October 19, 2011 given by OJCC Realty and Borrower for the benefit of Bank as security for the Note and covering the Premises;

(c) Loan Addendum dated October 19, 2011 between Borrower, Bank, OJCC, and OJCC Realty;

(d) Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank;

(e) Assignment of Development Items dated October 19, 2011 from Borrower to Bank and consented to by OJCC Realty, OJCC, Benjamin M. Klein, Brian Levinson, and Mark Shapiro;

(f) Option Agreement made as of July 28, 2010 between OJCC Realty and Borrower for purchase of the Premises by Borrower;

(g) Lease Agreement dated July 28, 2011 by and between Borrower and OJCC Realty for lease of the Premises by OJCC Realty and the First Amendment to Lease Agreement dated October 19, 2011;

(h) Sublease dated October 19, 2011 by and between OJCC Realty and OJCC;

(i) Lease Reserve Fund Agreement dated October 19, 2011 by and between Borrower, OJCC Realty and Bank;

(j) Guaranty dated October 19, 2011 given by OJCC to Bank;

(k) Escrow Agreement dated October 19, 2011 by and among Chicago Title Insurance Company, Borrower, OJCC Realty, Benjamin M. Klein, Brian Levinson, and Mark Shapiro;

(l) Assignment of Permit dated October 19, 2011, by and between OJCC Realty, OJCC and Borrower;

(m) Agreement to Assign Membership Interest dated October 19, 2011 by and between the Benjamin M. Klein, Brian Levinson, Mark Shapiro and Borrower;

(n) Construction Loan Escrow Trust and Disbursing Agreement between OJCC Realty, Borrower, Bank and Chicago Title and Trust Company; and

(o) Subordination and Nondisturbance Agreement dated October 19, 2011 between OJCC Realty, OJCC, Borrower and Bank.

8. OJCC has taken all actions required of it that may be necessary to authorize, execute and deliver the Loan Documents.

9. To the knowledge of Managers, no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default by OJCC under the Loan Documents.

10. There is no action, suit, proceeding, litigation or investigation, at law or in equity, pending before or by any court, public board or body or, to our knowledge, threatened against or affecting OJCC (or to the best of our knowledge and information, any basis therefor) (i) to restrain or enjoin the transactions contemplated by the Loan Documents, (ii) questioning the validity of any of the Loan Documents, (iii) in any way contesting the corporate existence or powers of OJCC, or (iv) in which an unfavorable decision, ruling or finding would have a material and adverse effect on (a) the transactions contemplated by any of the Loan Documents, (b) the ability of OJCC to comply with the terms of the Loan Documents or (c) the properties, financial condition or the conduct of the affairs of OJCC.

11. The execution and delivery of the Loan Documents by OJCC as applicable, and compliance with the terms, conditions and provisions thereof, will not conflict with or result in the breach of, or constitute a default under (a) any provision of the Articles or Operating Agreement or (b) any contract, order or other instrument or restriction of any kind to which OJCC or Managers are bound, or to which any of their assets is subject. OJCC is not in violation of or in default under its Articles or Operating Agreement in any respect material to the performance of the obligations of OJCC under the Loan Documents, or any related documents or any other material agreement or instrument to which OJCC is or may be bound or to which any of their property is subject.

12. All controversies and questions concerning the intent and the legal affect of any provisions of this Certificate shall be governed by and construed under and in accordance with the laws of the State of Illinois.

13. The authority herein conferred shall remain in full force and effect until OJCC notifies the Bank to the contrary in writing and the Bank has a reasonable period of time thereafter to take action needed, if any, to respond to such notice.

Executed and agreed to by all the undersigned on October ____, 2011.

Benjamin M. Klein

Brian Levinson

Mark Shapiro

EXHIBIT A

Articles of Organization

See Attached.

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 02718588

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: $500
Expedited Fee: $100
Approved By: HAB

FILED
JUL 07 2008
Jesse White
Secretary of State

1. Limited Liability Company Name: OJCC, LLC

2. Address of Principal Place of Business where records of the company will be kept:
15 BRIGHTON ROAD

SPRINGFIELD, IL 62702

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

ABRAHAM A. GUTNICKI
8320 SKOKIE BLVD
SKOKIE, IL 60077-2545 COOK

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KLEIN, BENJAMIN M.
7444 LONG AVE., SKOKIE, IL 60077

LEVINSON, BRIAN
7444 LONG AVE., SKOKIE, IL 60077

SHAPIRO, MARK
7444 LONG AVE., SKOKIE, IL 60077

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 07, 2008

JEREMY SEGALL
8320 SKOKIE BLVD.
SKOKIE, IL 60077

EXHIBIT B

Operating Agreement

See Attached.

OJCC, LLC

OPERATING AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

ARTICLE I DEFINED TERMS 1

ARTICLE II FORMATION AND NAME; OFFICE; PURPOSE; TERM 6

2.1 ORGANIZATION 6
2.2 NAME OF THE COMPANY 6
2.3 PURPOSE 7
2.4 TERM 7
2.5 PRINCIPAL OFFICE AND PLACE OF BUSINESS 7
2.6 REGISTERED AGENT AND OFFICE 7
2.7 MEMBERS 7
2.8 FISCAL YEAR 7

ARTICLE III MEMBERS; CAPITAL; CAPITAL ACCOUNTS; REPRESENTATION OF MEMBERS 7

3.1 INITIAL CAPITAL CONTRIBUTIONS 7
3.2 ADDITIONAL CAPITAL CONTRIBUTIONS 7
3.3 ADMISSION OF NEW MEMBERS; MEMBERS' PREEMPTIVE RIGHTS 8
3.4 NO INTEREST ON CAPITAL CONTRIBUTION 9
3.5 RETURN OF CAPITAL CONTRIBUTIONS; FORM OF RETURN OF CAPITAL 9
3.6 CAPITAL ACCOUNTS. A SEPARATE CAPITAL ACCOUNT SHALL BE MAINTAINED FOR EACH MEMBER 9
3.7 LOANS 9
3.8 LIABILITY OF MEMBERS FOR COMPANY OBLIGATIONS 9
3.9 NO THIRD PARTY BENEFICIARIES 9
3.10 REPRESENTATION OF MEMBERS 9

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS 10

4.1 DISTRIBUTIONS OF AVAILABLE CASH 10
4.2 DISTRIBUTIONS WITH RESPECT TO TAX 10
4.3 ALLOCATIONS OF PROFIT AND LOSSES 10
4.4 REGULATORY AND OTHER SPECIAL ALLOCATIONS 11
4.5 DISTRIBUTIONS OF PROCEEDS FROM A SALE TRANSACTION 13
4.6 DISTRIBUTIONS OF PROCEEDS FROM A REFINANCE TRANSACTION 13
4.7 LIQUIDATION AND DISSOLUTION 13
4.8 DISTRIBUTIONS IN KIND 13

ARTICLE V MANAGEMENT BY MANAGERS; MEMBERS 13

5.1 MANAGEMENT OF THE COMPANY 13
5.2 LIMITATION ON AUTHORITY OF MEMBERS 15
5.3 DUTIES OF PARTIES 15
5.4 INDEMNIFICATION OF THE MANAGERS 16
5.5 POWER OF ATTORNEY 16
5.6 COMPENSATION; MANAGEMENT FEE 17
5.7 WITHDRAWAL BY A MANAGER 17
5.8 REMOVAL OF A MANAGER 18
5.9 RECONSTITUTION OF COMPANY AFTER WITHDRAWAL OR DEATH OF THE MANAGER 18
5.10 MEMBERS; MEETINGS AND VOTING 19
5.11 PERSONAL SERVICES OF MEMBERS 20

ARTICLE VI TRANSFER OF UNITS AND WITHDRAWALS OF MEMBERS 20

6.1 TRANSFERS IN GENERAL 20
6.2 PERMITTED TRANSFEREES; TRANSFERS TO INDIVIDUALS RELATED TO MEMBERS 21
6.3 INVOLUNTARY WITHDRAWAL 21

SECTION **PAGE**

6.4 COMPANY'S PREEMPTIVE RIGHTS 22
6.5 TAG ALONG RIGHTS. 23
6.6 DRAG ALONG RIGHTS 23
6.7 CHANGE IN CONTROL OF ENTITY MEMBERS 23

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY 24

7.1 EVENTS OF DISSOLUTION 24
7.2 PROCEDURE FOR WINDING UP AND DISSOLUTION 24
7.3 FILING OF ARTICLES OF DISSOLUTION 24

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS 24

8.1 BANK ACCOUNTS 24
8.2 BOOKS AND RECORDS. 24
8.3 ANNUAL ACCOUNTING PERIOD 25
8.4 TAX MATTERS PERSON 25
8.5 TAX ELECTIONS 25
8.6 TITLE TO COMPANY PROPERTY 25

ARTICLE IX GENERAL PROVISIONS 25

9.1 FURTHER ASSURANCES 25
9.2 NOTIFICATIONS 26
9.3 SPECIFIC PERFORMANCE 26
9.4 DISPUTE RESOLUTION 26
9.5 CHOICE OF LAW 27
9.6 JURISDICTION; VENUE 27
9.7 ATTORNEYS' FEES IN THE EVENT OF DISPUTE 27
9.8 COMPLETE AGREEMENT 27
9.9 APPLICABLE LAW 28
9.10 SECTION TITLES 28
9.11 BINDING PROVISIONS 28
9.12 TERMS 28
9.13 SEVERABILITY OF PROVISIONS 28
9.14 AMENDMENT 28
9.15 CONSTRUCTION 29
9.16 COUNTERPARTS 29
9.17 WAIVER 29

OPERATING AGREEMENT
OF
OJCC, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") of OJCC, LLC is entered into as of the 19th day of October, 2011 by and among the signatories hereto.

Explanatory Statement

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, hereby agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"**Act**" means the Illinois Limited Liability Company Act, as amended from time to time.

"Additional Interests" has the meaning set forth in Section 3.3.

"**Adjusted Capital Account Deficit**" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Unit Holder is deemed obligated to restore as described in the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Regulation Section 1.704-(1)(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Member, any Person: (i) that owns or controls more than twenty-five percent (25%) of the voting or beneficial interests in the Member; (ii) in which the Member owns more than twenty-five percent (25%) of the voting or beneficial interests; (iii) that is a spouse, descendant (natural and adopted) or ancestor (natural and adopted) of such Member, or (iv) in which more than twenty-five percent (25%) of the voting or beneficial interests are owned or controlled by one or more Persons who has a relationship with the Member described in clause (i), (ii) or (iii) above.

"**Agreement**" means this Agreement, as amended from time to time.

"Available Cash" means all cash revenues, funds and proceeds received by the Company from any source whatsoever, including amounts received upon a Sale of the Company; provided, however, that Available Cash shall not include any amounts distributable pursuant to Section 5.6(b) as a Management Fee.

"Business" means leasing, subleasing, purchasing, owning, operating, investing in, acquiring, holding, maintaining, improving, converting, selling, assigning, transferring, mortgaging, exchanging, and otherwise dealing with that certain parcel of real estate to be improved with a 75 bed nursing facility located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

"**Capital Account**" means the account maintained by the Company for each Member on the books of the Company. Each Unit Holder's Capital Account shall initially reflect an amount equal to such Unit Holder's initial Capital Contribution, and shall be (i) increased by any additional Capital Contributions made by such Unit Holder pursuant to the terms of this Agreement and such Unit Holder's share of Profits, the amount of any Company liabilities that are assumed by such Unit Holder and any other items of income and gain allocated to such Unit Holder pursuant to Article IV, and (ii) decreased by such Unit Holder's share of Losses, any distributions to such Unit Holder of cash or the Gross Asset Value of any other Company assets (net of liabilities assumed by such Unit Holder and liabilities to which such property is subject) distributed to such Unit Holder, the amount of any liabilities of such Unit Holder that are assumed by the Company and any other deduction allocated to such Unit Holder pursuant to Article IV. If any Unit or interest in the Company is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Unit or interest in the Company. It is intended that the Capital Accounts of all Unit Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"**Capital Contribution**" means the total amount of cash and the initial Gross Asset Value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject. The term "**Capital Contribution**" shall include any Additional Capital, as defined in Section 3.2 hereof.

"**Code**" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means OJCC, LLC.

"**Depreciation**" means, for each taxable year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to any asset of the Company for such taxable year, except that if the Gross Asset Value of any such asset differs from its adjusted basis for federal income tax purposes at the beginning of such taxable year,

Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such taxable year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of any such asset at the beginning of such taxable year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company and in accordance with GAAP.

"**Economic Risk of Loss**" has the meaning set forth in Regulation Section 1.752-2.

"**GAAP**" means United States generally accepted accounting principles, consistently applied.

"**Gross Asset Value**" means, with respect to any asset of the Company, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the fair market value of such asset as agreed to by the contributing Unit Holder and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values as determined by the Managers as of the following times: (a) the acquisition of an additional Company interest in the Company by any existing Unit Holder or additional Unit Holder in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Unit Holder of more than a *de minimis* amount of Company property (including cash) as consideration for a Company interest; and (c) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be adjusted to equal the fair market value of such asset on the date of distribution as agreed to by the distributee Unit Holder and the Managers;

(iv) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clauses (i) or (ii) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses; and

(v) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets

pursuant to Sections 734(b) and 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), clause (vi) of the definition of "Profits and Losses" and Section 4.4(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (v) to the extent that the Managers determine that an adjustment pursuant to clause (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (v).

"**Majority-in-Interest**" means Members holding at any given time more than fifty percent (50%) of the interests in the Company held by all of the Members, including the Managers' interest as Members, based upon their Percentages.

"Management Fee" has the meaning set forth in Section 5.6(b). The Management Fee shall be deemed an expense of the Company for purposes of determining Profits and Losses.

"**Manager**" or "**Managers**" means Benjamin M. Klein, Brian J. Levinson and Mark Shapiro; provided, however, that in the event that such party is at any time no longer acting as the manager of the Company, the term shall mean the party or parties then acting in such capacity.

"**Member**" means each Person signing this Agreement as a member of the Company and any Person who subsequently is admitted as a member of the Company pursuant to the terms of this Agreement.

"**Membership Rights**" means all of the economic and non-economic rights (including, without limitation, voting rights) of a Member in the Company.

"**Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(b)(2).

"**Negative Capital Account**" means a Capital Account with a balance of less than zero.

"**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(b)(1).

"**Percentage**" means, as to any Unit Holder, the percentage of Units held by such Unit Holder based on the total Units held by all Unit Holders.

"**Person**" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

"**Permitted Transferee**" means, with respect to each Member, (i) any corporation, partnership, limited liability company or other entity which is wholly-owned by such Member, or (ii) any Person(s) if such Member is wholly owned by such Person(s).

"**Profits and Losses**" shall mean for each taxable year, an amount equal to the Company's taxable income or loss for such taxable year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing such Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(*i*), and which are not otherwise taken into account in computing such Profits and Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such taxable year;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) and 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Unit Holder's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) For purposes of this Agreement, any deduction for a loss on a sale or exchange of any Company asset which is disallowed to the Company under Code Section 267(a)(1) or 707(b) shall be treated as a Code Section 705(a)(2)(B) expenditure; and

(viii) Notwithstanding anything to the contrary in the definition of the term "Profits and Losses," any items which are specially allocated pursuant to Section 4.4 hereof shall not be taken into account in computing such Profits and Losses.

The amount of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Article IV hereof shall be determined by applying rules analogous to those as set forth in this definition of Profits and Losses.

"**Regulation**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Sale of the Company" means a transaction or series of related transactions involving (i) a transfer of all or substantially all of the assets of the Company, or (ii) a transfer of majority of the Units, whether by sale, merger, or otherwise.

"**Secretary**" means the Secretary of State of Illinois.

"**Transfer**" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign or otherwise transfer.

"**Unit**" means an interest in the capital, profits, losses and distributions of the Company as provided herein.

"**Unit Holder**" means any Person who holds a Unit, whether as a Member or as an unadmitted assignee of a Member.

"**Unit Holder Nonrecourse Debt Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(i)(2).

"**Unit Holder Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(i)(1).

Article II
Formation and Name; Office; Purpose; Term

2.1 Organization. The Company has been formed as a limited liability company pursuant to the Act and the provisions of this Agreement by the filing of Articles of Organization with the Secretary. The Managers shall use all reasonable efforts to assure that all filings, recordings, publishings and other acts necessary or appropriate for compliance with all requirements for the continuation of the Company as a limited liability company under the Act.

2.2 Name of the Company. The name of the Company shall be "OJCC, LLC". The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its

Articles of Organization, then the Company shall comply with any requirements of the Act or applicable law.

2.3 Purpose. The purpose of the Company is to engage in the Business, to obtain any financing in connection therewith and to engage in any lawful act or activity related to the foregoing for which limited liability companies may be organized under the laws of the State of Illinois, subject to the provisions of this Agreement.

2.4 Term. The term of the Company shall begin upon the filing of the Articles of Organization with the Secretary and shall continue in perpetuity unless its existence is terminated pursuant to Article VII of this Agreement.

2.5 Principal Office and Place of Business. The principal office of the Company shall be located at 7444 Long Avenue, Skokie, Illinois 60077, or such other place which the Members may select from time to time. The principal place of business of the Company shall be located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

2.6 Registered Agent and Office. The name and address of the Company's registered agent shall be Abraham A. Gutnicki, Law Office of Abraham A. Gutnicki, P.C., 8320 Skokie Boulevard, Skokie, Illinois 60077. The Members may change the registered agent and office of the Company in Illinois at any time in its sole discretion.

2.7 Members. The name, present mailing address, Capital Contribution, Units and Percentage of each Member are set forth on Exhibit A attached hereto. Additional Members may be admitted to the Company only as provided in Article VI.

2.8 Fiscal Year. The fiscal year for the Company shall be based on the calendar year.

Article III
Members; Capital; Capital Accounts; Representation of Members

3.1 Initial Capital Contributions. On or about the time of its execution of this Agreement, each Member shall make a capital contribution to the capital of the Company in the amount set forth opposite its name in the column labeled "**Capital Contribution**" on Exhibit A attached hereto. Except as otherwise provided in Section 3.2 of this Agreement or by the Act, the Members shall not be obligated to make additional contributions to the Company.

3.2 Additional Capital Contributions.

(a) In the event the Managers determine, in their reasonable discretion, that additional funds are required for the Business, or to satisfy any of the Company's debts or liabilities, the Managers may request additional capital contributions by the Members. The Managers shall, by delivery of written notice to all of the Members (a "**Capital Call Notice**"), notify the Members of (x) the total amount so requested (the "**Additional Capital Contribution**"), (y) each Member's pro rata share of such amount, which shall be determined in accordance with the Members' respective Percentages, and (z) the date on which such funding will be requested (the "**Due Date**"), which date shall be no less

than ten (10) calendar days after the delivery of the Capital Call Notice. Each Member shall be obligated to pay its pro rata share of the Additional Capital Contribution on or before the Due Date. If a Member fails to pay such pro rata share on or before the Due Date, such Member shall be deemed a defaulting member (the "**Defaulting Member**") and the following shall occur:

(b) If (1) the Defaulting Member fails to contribute its pro rata share of the Additional Capital Contribution by the Due Date, and (2) the other Members have contributed their pro rata shares of the Additional Capital Contribution (the "**non-Defaulting Members**"), each non-Defaulting Member shall be entitled to contribute, the Defaulting Member's pro rata share of the Additional Capital Contribution; provided however, that the aggregate amount contributed by the non-Defaulting Member(s) may not exceed the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that the Defaulting Member failed to contribute. If all or some of the non-Defaulting Members contribute some or all of the Defaulting Member's pro rata share of the Additional Capital Contribution, the Defaulting Member's Percentage (and the amount of Units) shall be decreased (but not below zero) such that, immediately after such decrease, the Percentage of the Defaulting Member will be a percentage equal to (x) the Percentage of such Defaulting Member immediately prior to such decrease, less (y) a percentage expressed as a fraction, the numerator of which is the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that such Defaulting Member failed to contribute, and the denominator of which is the aggregate amount of all Capital Contributions theretofore made by all Members prior to, or concurrently with such default (including any capital contributions made by the non-Defaulting Member(s) on behalf of the Defaulting Member), and concomitantly, the aggregate Percentages (and the amount of Units) of the non-Defaulting Member(s) who made capital contributions on behalf of the Defaulting Member(s) shall be increased by the same percentage and in proportion to the amounts contributed by the non-Defaulting Member(s) on behalf of the Defaulting Member.

3.3 Admission of New Members; Members' Preemptive Rights.

(a) If (i) no Member makes an Additional Capital Contribution as provided in Section 3.2, or (ii) only some of the Members make such contributions, but such Members do not wish to contribute the Defaulting Members' pro rata share of the Additional Capital Contribution, and the Members comprising a Majority-in-Interest reasonably determine that it is in the best interests of the Company to raise additional capital, such Members shall have the right, on behalf of the Company, subject to the provisions of this Section 3.3, to raise the capital needed for the Business from third parties by admitting them as new members and issuing Units or other equity interests in the Company to such third parties. Prior to the admission of new members and issuance and sale of additional interests, the Company shall deliver written notice to the Members, which notice shall set forth the amount and the terms of such additional capital. The notice shall also include an offer to each Member to invest an amount equal to the amount to be raised through the issuance and sale of Additional Interests multiplied by a fraction, the numerator of which is the total number of Units held by such Member, and

the denominator of which is the total number of Units held by all of the Members (the "**Members' Preemptive Rights**"). Each Member shall exercise its Members' Preemptive Rights hereunder, in whole or in part, within thirty (30) days following the receipt of the notice by giving written notice to the Company of such exercise. In the event that any Member does not exercise its Members' Preemptive Rights within the time period described above, such procedure shall be repeated only with respect to those Members that exercised their Members' Preemptive Rights; provided that such Members shall be required to exercise their Members' Preemptive Rights with respect to such repeated procedure by giving written notice to the Company of such exercise within ten (10) days following the receipt of the subsequent notice of the Company with respect to such repeated procedures, until no Member desires to invest additional capital pursuant to this Section 3.3. Any amounts not raised through this process may then be raised by the admission of additional members and through the issuance and sale of additional interests on the same terms and conditions as provided in this Agreement, or upon such other terms provided that such other terms receive the approval of a Super-Majority-in-Interests of the Members.

(b) Intentionally Omitted.

3.4 No Interest on Capital Contribution. No Member shall be paid interest on its Capital Contribution.

3.5 Return of Capital Contributions; Form of Return of Capital. Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution.

3.6 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Unit Holder shall be obligated to restore a Negative Capital Account, unless otherwise required by law or Article IV hereof.

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those commercially reasonable terms upon which the Managers and the Member agree.

3.8 Liability of Members for Company Obligations. The Members shall not be liable for the repayment and discharge of debts and obligations of the Company.

3.9 No Third Party Beneficiaries. The provisions set forth in this Article III are solely and exclusively for the benefit of the Company and the Members, and are not intended to confer any rights on any third party. Without limiting the generality of the foregoing, no creditor of the Company shall be deemed a third party beneficiary of any obligation of the Members to contribute capital or make advances to the Company.

3.10 Representation of Members. EACH MEMBER HEREBY REPRESENT AS FOLLOWS: (A) THAT SUCH MEMBER HAS SUCH KNOWLEDGE AND EXPERIENCE

IN FINANCIAL AFFAIRS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF MAKING ITS CAPITAL CONTRIBUTION; (B) THAT NO MEMBER HAS RELIED IN CONNECTION WITH ITS DECISION TO MAKE A CAPITAL CONTRIBUTION UPON ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS BY ANY PERSON, INCLUDING WITHOUT LIMITATION, THE MANAGERS; (C) THAT SUCH MEMBER CAN AFFORD TO BEAR THE ECONOMIC RISK OF HOLDING ITS UNITS FOR AN INDEFINITE PERIOD OF TIME (D) THAT SUCH MEMBER CAN AFFORD TO SUFFER THE COMPLETE LOSS ITS CAPITAL CONTRIBUTION.; AND (E) THAT SUCH MEMBER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**").

Article IV
Distributions and Allocations

4.1 Distributions of Available Cash. The Managers shall have the right to determine whether, and to what extent, distributions of Available Cash shall be made to Members. When and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders, as of the last day of the month immediately preceding the month in which such distribution is made.

4.2 Distributions with Respect to Tax. The Managers shall use their best efforts to cause the Company to distribute sufficient cash to enable the Unit Holders to pay Federal and state income taxes arising from the Company's profits allocated to the Unit Holders during a taxable year, in an amount equal to the net taxable income of the Company allocated to each Unit Holder for such year times the highest marginal Federal and state income tax rates for such year applicable to an individual resident of Illinois. Such distribution shall be paid with respect to a taxable year of the Company within ninety (90) days after the end of such taxable year, or at such earlier times and in such amounts as determined in good faith by the Members to be appropriate to enable the Unit Holders to pay estimated income tax liabilities. Distributions made pursuant to Section 4.1 shall serve to discharge the Company's obligations under this Section 4.2.

4.3 Allocations of Profit and Losses. After giving effect to the special allocations set forth in Section 4.4, taxable income or loss, and other items of income and deduction, shall generally be allocated amongst the Unit Holders pro rata based on the Percentages of such Unit Holders. The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Unit Holder without the Unit Holder's prior written consent. To the extent any Member is unable to take a loss due to Capital Account limitations, any remaining loss shall be allocated to Members who have guaranteed loans, bank lines of credit or other obligations of the Company.

4.4 Regulatory and Other Special Allocations. The allocations pursuant to Section 4.3 hereof shall be subject to the following special allocations made in the following order of priority:

(a) Except as otherwise provided in Regulation Section 1.704-2(f), if there is a net decrease in Minimum Gain during any taxable year, each Unit Holder shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Regulation Section 1.704-2(i)(4), if there is a net decrease in Unit Holder Nonrecourse Debt Minimum Gain attributable to Unit Holder Nonrecourse Debt during any taxable year, each Unit Holder which has a share of Unit Holder Nonrecourse Debt Minimum Gain attributable to such Unit Holder Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Nonrecourse Debt Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.4(b) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event that any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulation promulgated under Section 704(b) of the Code, the deficit balance, if any, in such Unit Holder's Adjusted Capital Account as quickly as possible; provided, that an allocation pursuant to this Section 4.4(c) shall be made only if and to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.4 have been tentatively made as if this Section 4.4(c) were not in this Agreement.

(d) In the event that any Unit Holder has a deficit Capital Account at the end of any taxable year that is in excess of the sum of (i) the amount such Unit Holder is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of

Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(d) shall be made only if and to the extent that such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4.4 have been tentatively made as if Section 4.4(c) and this Section 4.4(d) were not in this Agreement.

(e) Nonrecourse Deductions for any taxable period shall be allocated to the Unit Holders in accordance with their respective Percentages. If the Managers determine in their good faith discretion that the Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements in the Regulation promulgated under Section 704(b) of the Code, the Managers are authorized to revise the prescribed ratio to the numerically closest ratio that satisfies such requirements.

(f) Any Unit Holder Nonrecourse Deductions for any taxable period shall be allocated 100% to the Unit Holder that bears the Economic Risk of Loss with respect to the Unit Holder Nonrecourse Debt to which such Unit Holder Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i). If more than one Unit Holder bears the Economic Risk of Loss with respect to a Unit Holder Nonrecourse Debt, such Unit Holder Nonrecourse Deductions attributable thereto shall be allocated between or among such Unit Holders in accordance with the ratios in which they share such Economic Risk of Loss.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(*m*) to be taken into account in determining Capital Accounts as a result of a distribution to a Unit Holder in complete liquidation of its interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such asset), or loss (if the adjustment decreases the basis of such asset), and such item of gain or loss shall be specially allocated to the Unit Holders in accordance with their Percentages in the event Regulation Section 1.704-1(b)(2)(iv)(*m*)(2) applies, or to the Unit Holder to whom such distribution was made in the event that Regulation Section 1.704-1(b)(2)(iv)(*m*)(4) applies.

(h) If any item of taxable income, gain, deduction or loss is imputed to a Unit Holder and such imputed income, gain, deduction or loss directly relates to a transaction between such Unit Holder and the Company, any corresponding item of income, gain, deduction or loss recognized by the Company, net of any income or deduction recognized by the Company in connection with such transaction, shall be allocated to such Unit Holder up to an amount of such imputed income, gain, deduction or loss, and any related deemed cash contribution or distribution (as the case may be) shall be treated as having been made by or to such Unit Holder.

(i) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to

take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. If the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset for federal income tax purposes shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.4(i) are solely for purposes of federal, state, local and foreign taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits and Losses or other items or distributions pursuant to any provision of this Agreement.

4.5 Distributions of Proceeds from a Sale Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the Sale of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.6 Distributions of Proceeds from a Refinance Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the refinance or restructuring of any debt of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.7 Liquidation and Dissolution. If the Company is liquidated, the Company shall cause a final accounting to be made, and any allocation of Profits and Losses shall be made in accordance with Section 4.3 and the assets of the Company shall be distributed to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.8 Distributions In Kind. If any assets of the Company are distributed in kind to the Unit Holders, those assets shall be valued on the basis of their fair market value, and any Unit Holder entitled to any interest in those assets may receive that interest as a tenant-in-common with all other Unit Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Managers.

Article V
Management by Managers; Members

5.1 Management of the Company.

(a) The business and affairs of the Company shall be managed under the sole direction and control of the Managers, and all powers of the Company shall be exercised by or under the authority of the Managers. The Managers shall have an annual meeting at the principal place of business of the Company, the principal office of the Company or at such other location consented to by the Managers, such consent to be evidenced by written instrument or by the Managers' attendance at such location. Any action taken by the Managers shall constitute the act of, and shall be deemed to fully bind, the Company, unless such action required approval of the Members pursuant to this Agreement. No other Person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. Except as provided in Section 5.8, the Members shall have no power to remove any of the Managers as manager of the Company.

(b) Except as otherwise provided in this Agreement, all decisions of the Managers shall require the unanimous consent of the Managers as herein provided. Actions and decisions requiring the approval of the Managers may be authorized or made either by vote of the Managers taken at a meeting of the Managers, or by written consent without a meeting. Any Manager may call a meeting to consider approval of an action or decision under the provisions of this Agreement by delivering to the other Managers notice of the time and purposes of such meeting at least two (2) business days before the day of such meeting. Any such meeting shall be held at the principal place of business of the Company, unless the other Managers consent in writing or by their attendance of such meeting to its being held at another location.

(c) Subject to the Members' consent rights described in Section 5.10, the Managers shall have the sole and exclusive right to manage the day-to-day operations of the Company and shall have any and all rights and powers to act on behalf of the Company including, but not limited to, the right and the power to:

(i) supervise the operation and management of the Company;

(ii) cause the Company to acquire, lease and/or enter into an agreement to acquire, lease or dispose of the Property or other real estate;

(iii) cause the Company or its properties to be insured and to make determinations with respect to insurance companies, deductibles, types of coverage, claims, settlements and other similar matters;

(iv) determine the appropriate amount of reserves to be maintained thereby for anticipated future expenses, costs and taxes;

(v) determine the Company's operating and capital expenditures budgets and annual marketing plans;

(vi) from time to time borrow money and/or enter into financing or refinancing transactions with any bank or commercial lender on behalf of the Company;

(vii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible;

(viii) subject to Section 5.10 of this Agreement, enter into any contract on behalf of the Company, including, without limitation, management or consultant contracts;

(ix) request Additional Capital Contributions from the Members pursuant to Section 3.2(a);

(x) subject to Section 3.3, authorize the issuance of Additional Interests and admit additional Members;

(xi) obtain licenses, approvals and permits necessary for the Business;

(xii) make decisions on behalf of the Company relating to compliance issues with governmental agencies or programs and/or licensure requirements;

(xiii) hire and fire all employees of the Company, as well as all officers and directors, if any; and

(xiv) execute, enter into, acknowledge and deliver all contracts, agreements and instruments necessary or appropriate to accomplish any of the foregoing.

5.2 Limitation on Authority of Members.

(a) Unless a Member is also a Manager, no Member shall be an agent of the Company solely by virtue of being a Member, and no Member shall have authority to act for the Company solely by virtue of being a Member.

(b) This Agreement, and specifically Sections 5.1 and 5.10 of this Agreement, supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Agreement shall be solely responsible for any loss and expense, including reasonable attorney fees, incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.3 Duties of Parties.

(a) The Managers shall devote such time to the business and affairs of the Company as is reasonably necessary to carry out the Managers' duties to the Company.

(b) Nothing herein shall be deemed to restrict in any way the rights of any Member or Managers, any Affiliate, or any member or shareholder of any Member, Managers or any of their respective Affiliates to conduct any other business or activity whatsoever, including, without limitation, such business or activity that is substantially

similar to the Business, and no Member or Manager shall be deemed to have any obligation (fiduciary or otherwise) or liability to the Company or to any other Member with respect to that business or activity. The organization shall be without prejudice to the respective rights of the Members and the Managers (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each of the Members and Managers waive any right that they might otherwise have to share or participate in such other interests or activities of any of the other Members or Managers, their Affiliates or any member or shareholder of their respective Affiliates.

(c) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates, including without limitation, the loan transaction described in Section 3.7 of this Agreement. In any of those cases, those dealings and undertakings shall be made only through arm's length transactions on terms and conditions approved by the Managers.

5.4 Indemnification of the Managers. The Company shall indemnify and hold harmless the Managers and their officers, members, operating directors, employees and agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed, in good faith, to be in the best interests of the Company and were not performed or omitted fraudulently or as a result of gross negligence or material misconduct. The Company may advance sums for payment of amounts described in this Section 5.4, provided that the recipient of any such advances shall be obligated to repay the amounts advanced if the recipient is finally adjudged ineligible to be indemnified hereunder.

5.5 Power of Attorney.

(a) Grant of Power. Each Member constitutes and appoints the Managers as the Member's true and lawful attorney-in-fact ("**Attorney-in-Fact**"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file, with respect to the Company:

(i) one or more Articles of Organization;

(ii) all documents including amendments to Articles of Organization which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement as permitted under Section 9.11 of this Agreement;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Illinois or of any other state

or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Illinois;

(iv) one or more applications to use an assumed name; and

(v) subject to the provisions of Section 7.1, all documents which may be required to dissolve and terminate the Company and to cancel its Articles of Organization.

(b) Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of a Unit, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

5.6 Compensation; Management Fee.

(a) Except as provided in subsection (b) of this Section 5.6, the Managers shall not be entitled to compensation for services performed for the Company. Notwithstanding the foregoing, upon substantiation of the amount and purpose thereof, the Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(b) The Managers shall be entitled to receive a monthly management fee ("**Management Fee**") in consideration for the services performed for the Company equal to five percent (5%) of the monthly gross revenues of the Company, to be divided among the working Managers. Such fees shall be deemed earned and accrued by the Company at the end of each calendar month, regardless of when paid, and shall be the obligation of the Company from and after the date of accrual.

5.7 Withdrawal by a Manager.

(a) Subject to Section 5.7(b), each Manager may withdraw as a manager of the Company at any time upon thirty (30) days written notice to the Members.

(b) Notwithstanding Section 5.7(a), each Manager hereby covenants that such Manager shall not take any action to withdraw as a manager of the Company unless:

(i) If the Manager is the sole Manager at the time,

(A) The Members have, prior to the Manager's withdrawal, elected a substitute Manager which has at least one percent (1%) of the Percentages; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes; or

(ii) If the withdrawing Manager is not the sole Manager at such time,

(A) All remaining Managers have agreed to the Manager's withdrawal; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes.

5.8 Removal of a Manager. A Manager may be removed by the Members only pursuant to this Section 5.8.

(a) The Members holding a Majority-in-Interest shall have the right, exercisable by written notice given to the Manager and all of the other Members, to remove a Manager for "**Cause**." For purposes hereof, "**Cause**" shall mean fraud, malfeasance or intentional misconduct against the Company. In the event the Manager shall contest the validity of such removal, such removal shall not become effective unless a court of competent jurisdiction (including any court to which any appeal may be taken) shall have determined that Cause for such removal has been established. In the event that a Manager is properly removed for Cause, then such Manager shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and losses of the Company, to receive distributions of Company funds in accordance with Article IV hereof and to assign or transfer its Units pursuant to Article VI hereof. Specifically, such removed Manager shall not be entitled to vote on any matter as provided in this Agreement and such shall not be considered in determining a Majority-in-Interest of the Percentages.

5.9 Reconstitution of Company After Withdrawal or Death of the Manager. Upon the withdrawal, removal or death of the last remaining Manager or other terminating event under Sections 5.7 or 5.8, the remaining Members (not including for such purposes the estate of a deceased Manager or any Transferee who has not satisfied the requirements of Article VI to become a Member) shall have the right to elect to continue the business of the Company, in a reconstituted form if necessary, if, within ninety (90) days after the withdrawal or death of the Manager, Members representing a Majority-in-Interest agree in writing to continue the business of the Company and to the appointment of one or more additional managers. The exercise of the rights of reconstitution granted in this Section 5.9 shall not in any way constitute any Member a manager or impose any personal liability on any Member. Immediately upon the agreement of all such Members to continue the business, the Members, and/or any successor Manager shall

prepare, execute, and file for recordation amended or new Articles of Organization if required, and shall take or cause to be taken all steps required in connection with the continuation of the business in accordance with the applicable laws of the State of Delaware.

5.10 Members; Meetings and Voting.

(a) Notwithstanding anything to the contrary in this Agreement, the Managers shall not take any action with respect to the following matters, absent the approval of a Majority-in-Interest of the Members, which approval may be given or withheld in each Member's sole discretion:

(i) any filing of a petition seeking relief for the Company under any law for relief of debtors;

(ii) any redemption, purchase for cancellation or other acquisition by the Company of Units or other equity interests in the Company for more than $100,000;

(iii) any recapitalization of the Company;

(iv) any initiation of a lawsuit, claim, arbitration or mediation procedure or other similar action before any court of competent jurisdiction, administrative agency, third party arbitrator or mediator or other similar tribunal, if the value of such claim is at least $500,000;

(v) the entering into any agreement or commitment binding upon the Company with respect to any of the foregoing;

(vi) the Company's engagement in any business activity that represents a material deviation from the Business;

(vii) any merger affecting the Company;

(viii) any sale of all or substantially all of the assets of the Company;

(ix) the entering into any agreement or commitment binding upon the Company with respect to the foregoing; and

(x) any other matter that approval by a Majority-in-Interest of the Members is specifically required by this Agreement.

(b) A meeting of the Members may be called at any time by the Managers or by a Majority-in-Interest of the Members. Meetings of Members shall be held at the Company's principal place of business, the Company's principal office, or at any other place designated by the Person(s) calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person(s) calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice

shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

(c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members representing a Majority-in-Interest, or such other percentage as may re required in this Agreement, of the Members.

5.11 Personal Services of Members. Unless a Member is also a Manager, no Member shall be required to perform services for the Company solely by virtue of being a Member. Except as provided in Sections 4.1(b) and 5.6 of this Agreement, unless approved by the Majority-in-Interest of the Members, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Article VI
Transfer of Units and Withdrawals of Members

6.1 Transfers in General.

(a) Except as provided in Section 6.2 and Section 6.3, no Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Units unless the following conditions ("**Conditions of Transfer**") are satisfied:

(i) The Transfer will not require registration of Units or Membership Rights under any Federal or state securities laws;

(ii) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;

(iii) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(iv) The transferor or the transferee delivers the transferee's taxpayer identification number and the transferee's initial tax basis in the Transferred Units to the Company; and

(v) The transferor and transferee have complied with Sections 6.4, 6.5 and 6.6 of this Agreement.

(b) If the Conditions of Transfer are satisfied, then a Member or Unit Holder may Transfer all or any portion of that Person's Units. Notwithstanding the foregoing to

the contrary, a Member may not Transfer all or any portion of its Membership Rights without the prior consent of the Managers. Absent the required consent, any such proposed Transfer shall be void as a matter of law. If a transfer of all Membership Rights is approved as aforesaid, the transferee will succeed to all Membership Rights of the Member who transfers such Membership Rights.

(c) Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI.

6.2 Permitted Transferees; Transfers to Individuals Related to Members.

(a) Notwithstanding anything contained herein to the contrary, each Member shall, upon ten (10) days prior written notice to each of the other Members and the Managers, have the right to Transfer all or a portion of such Member's Membership rights to any Permitted Transferee with respect to such Member, without first obtaining the prior consent of the Members representing a Majority-in-Interest as provided in Section 6.1(b); provided, however, the terms and conditions of Section 6.1(a)(i) – (iv) must be satisfied first.

(b) To the extent any Member that is an individual desires to Transfer all or a portion of such Member's Membership rights to another individual (or a trust established for the benefit of said individual) that is a spouse, descendant (natural or adopted) or ancestor (natural or adopted) of such Member (a "**Family Transferee**"), the terms and conditions of Section 6.1(a)(v) shall not apply; provided, however, the remaining terms and conditions of Section 6.1(a) – (c) must be satisfied first.

(c) In addition to the foregoing, any Member may assign its rights to receive distributions of Available Cash (as provided in Article IV above) to any Person designated in writing by such Member to the Managers.

6.3 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal (as defined herein), then the successor of the withdrawn Member shall thereupon become a Unit Holder but shall not become a Member nor shall such successor be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI. Specifically, such successor-in-interest shall not be entitled to vote on any matter as provided in this Agreement and such successor-in-interest's Units shall not be considered in determining a Majority-in-Interest of the Percentages. The successor-in-interest shall become a substituted Member only upon compliance with the applicable provisions of Article VI. As used herein, "**Involuntary Withdrawal**" means a Member's dissociation with the Company by means other than a Transfer or upon the occurrence of any of the following events: (i) the Member (A) makes an assignment for the benefit of creditors; (B) files a voluntary petition of bankruptcy; (C)

is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (D) seeks, consents to or acquiesces in the appointment of a trustee for, receiver for, or liquidation of, the Member or all or any substantial part of the Member's properties; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsections (A) through (D); (ii) if the Member is an individual, (A) the death or incapacity of such individual or (B) a final entry of judgment in a proceeding involving the dissolution of such individual's marriage, if such judgment shall result in a Transfer of such individual's Units; (iii) if the Member is acting as a Member by virtue of being a trustee of a trust, termination of the trust; (iv) if the Member is a partnership or another limited liability company, the dissolution and commencement of the winding up of the partnership or limited liability company; or (v) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter.

6.4 Company's Preemptive Rights.

(a) If a Member intends to Transfer any Units other than pursuant to Section 6.2 (the "**Transferring Member**"), such Transferring Member shall give the Company and each of the other Members written notice (a "**Notice of Sale**") of such intent which shall (i) describe the number of Units to be Transferred (the "**Offered Units**"); (ii) describe the purchase price and other terms of the proposed Transfer; and (iii) contain an offer to sell (an "**Offer to Sell**") such Units to the Company pursuant to the same terms and conditions as the proposed Transfer (the Company's rights to receive such offer and purchase such Units shall hereinafter be referred to as the "**Company's Preemptive Rights**").

(b) The Company, subject to approval by the Members as required in Section 5.10(a)(iii) of this Agreement, shall have the right to purchase the Offered Units by delivering, within thirty (30) days of receipt of the Notice of Sale, written notice to the Transferring Member of the Company's exercise of such right.

(c) If the Company does not exercise the Company's Preemptive Rights, then each of the other Members shall have the right to exercise the Offer to Sell (the "**Members' Secondary Preemptive Rights**") and shall have the right to purchase the Offered Units by delivering, within ten (10) days of the date that the Members' Secondary Preemptive Rights become effective, written notice to the Transferring Member of such Member's exercise of such right; provided, however, if more than one Member exercises such Members' Secondary Preemptive Rights, then an equal amount of the Offered Units shall be sold to each such Member.

(d) If neither the Company nor any of the Members exercise the foregoing rights, the Offer to Sell shall terminate and subject to the provisions of Section 6.1 hereof, the Transferring Member may sell or transfer the Offered Units to the proposed purchaser, provided such transaction is on the same terms and conditions as the Offer to Sell. As a condition to Transfer, the Transferring Member shall cause the buyer of the Offered Units to agree to be bound by the terms and conditions of this Agreement.

6.5 Tag Along Rights.

(a) If Members representing at least 80% of the Membership Interests (the "**Controlling Members**") desire to sell all of their Membership Interests or Units to a prospective purchaser, such Members shall provide written notice to the other Members (the "**non-Controlling Members**") of their intention to sell such Membership Interests and the terms and conditions of such sale, including without limitation, the per-Unit price and the proposed closing date of such sale, which shall be at least thirty (30) days after receipt of such notice (the "**Tag Along Notice**"). The non-Controlling Members shall have the right (the "**Tag Along Rights**") to participate in the contemplated sale under the same terms and conditions as offered to the Controlling Members by delivering a written notice of such desire within ten (10) days of receipt of the Tag-Along Notice. If the prospective purchaser will not purchase all of the Membership Units as a result of the non-Controlling Members' exercise of the Tag Along Rights, then each Member that wishes to sell to the prospective purchaser (each, a "**Selling Member**") shall be entitled to sell a number of Units equal to (x) the number of Units the prospective purchaser wishes to purchase (y) multiplied by a fraction, the numerator of which is the number of Units such Selling Member elects to sell and the denominator of which is the aggregate number of Units all of the Selling Member elect to sell.

(b) The Controlling Members shall use their best efforts to obtain the agreement of the proposed purchaser to the participation of the non-Controlling Members in the contemplated sale, and shall not sell any Units to the prospective purchaser if the prospective purchaser declines to allow the participation of the non-Controlling Members.

(c) All Units proposed to be sold by each Selling Member shall be free and clear of all liens, claims and encumbrances of any kind other than restrictions on transfer under this Agreement and under applicable federal and state securities laws.

6.6 Drag Along Rights. Notwithstanding the foregoing, if the Controlling Members desire to Transfer all of their Membership Interests or Units to a prospective third-party purchaser (i.e. excluding any Member or any Affiliate of an Member), the Controlling Members, upon written notice to the non-Controlling Members of the terms and conditions of such proposed sale at least thirty (30) days prior to the proposed closing of such sale, shall have the right (the "**Drag Along Rights**") to require the non-Controlling Members to sell their respective Membership Interests or Units to the prospective purchaser provided that the sale of the non-Controlling Members' Membership Interests or Units shall be on the same terms and conditions as the sale of the Controlling Members' Membership Interests or Units.

6.7 Change in Control of Entity Members. Each of the Members to the extent that any such Member is a corporation, partnership, limited liability company, trust or any other entity hereby covenants and agrees that it shall not permit any transfers of equity interests in any such Member if as a consequence thereof, such transfer would result in a change of voting control of such Member, including without limitation any Permitted Transferee that has become a Unit Holder or has been admitted as a substituted Member, absent the prior consent of the

Members representing a Majority-in-Interest. If any such Member permits any such transfer without the required prior consent, then such Member shall have no right to exercise any Membership Interests other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) upon the written agreement of Members holding a Majority-in Interest; or

(b) the dissolution or bankruptcy of all of the Managers, unless a substitute Manager(s) is selected by agreement of a Majority-in-Interest of the remaining Members (without regard to any dissolved or bankrupt Managers) and the new Manager(s) elects to continue the business of the Company.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up the affairs of the Company. If at such time, there are no Managers, then a Majority-in-Interest of the Members shall select a Person to wind up the affairs of the Company. On winding up of the Company, the assets of the Company shall be distributed: first, to pay the costs and expenses of the winding up, liquidation and termination of the Company; second, to creditors of the Company, including Unit Holders who are creditors, in satisfaction of the liabilities of the Company; third, to establish reserves reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company; and then to the Unit Holders in accordance with Section 4.7.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Managers shall promptly file Articles of Dissolution with the Secretary. If there are no Managers, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Article VIII
Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records.

(a) The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with

respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's Federal, state or local tax returns.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours provided three (3) business days of advance notice is given. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managers, subject to the requirements and limitations of the Code.

8.4 Tax Matters Person. Benjamin M. Klein shall be the Company's "tax matters person" ("**Tax Matters Person**") and, as such, shall have all powers and responsibilities provided in Code Section 6221, et seq. or such other provisions as may become applicable to limited liability companies. The Tax Matters Person shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Person. The Company shall pay and be responsible for all reasonable third-party costs incurred by the Tax Matters Person in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Person may not compromise any dispute with the Internal Revenue Service without the approval of the Members having a Majority-in-Interest of the Percentages then held by all the Members. The Company shall indemnify and hold harmless the Tax Matters Person from and against any liabilities or costs associated with the performance of the duties described in this Section 8.4, unless such liabilities or costs have arisen from fraud, gross negligence or material misconduct of the Tax Matters Person.

8.5 Tax Elections. The Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754.

8.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

Article IX
General Provisions

9.1 Further Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Managers

deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted under this Agreement must be in writing and either: 1) delivered personally, 2) sent by certified or registered mail, postage prepaid, return receipt requested, 3) sent by recognized overnight delivery service, 4) sent by electronic mail with confirmed receipt transmission report or 5) by facsimile with confirmed receipt transmission report. A notice must be addressed to a Unit Holder at the Unit Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given: (i) three (3) business days to an address within the United States of America or (ii) seven (7) business days to an address outside of the United States of America after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by electronic mail or facsimile shall be deemed given when sent, provided a confirmed receipt transmission report is generated. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, the Company or any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, and that the Company or such injured party shall not be required to post bond or other security in connection therewith.

9.4 Dispute Resolution. The parties hereto agree that all problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith, including any claim for specific performance (collectively "**Disputes**"), the Members shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the Members are unable within ten (10) days of the arising of the Dispute to resolve the Dispute in good faith, any party may submit to final and binding arbitration before the American Arbitration Association ("**AAA**"), with an office located in Chicago, Illinois, or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq.* The parties hereto agree that the rules of the American Arbitration Association applicable to commercial arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with AAA, with a copy to the other party. The arbitration will be conducted in Chicago, Illinois, in accordance with the provisions of AAA Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with AAA and with one another

in selecting an arbitrator from a AAA panel of neutrals, and in scheduling the arbitration proceedings. The provisions of this Section 9.4 with respect to the arbitration before AAA may be enforced by any court of competent jurisdiction (subject to the provisions of Sections 9.5 and 9.6 of this Agreement), and the parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration. Upon the mutual agreement of the parties involved in the Dispute, the parties may submit to final and binding arbitration before any other recognized alternative dispute resolution company or organization with offices located in Chicago, Illinois. The parties hereto agree that this Section 9.4 has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

9.5 Choice of Law. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Illinois.

9.6 Jurisdiction; Venue. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, IN THE EVENT ANY DISPUTE BETWEEN THE PARTIES HERETO RESULTS IN LITIGATION, OR TO THE EXTENT A PARTY MUST GO TO A COURT OF LAW TO ENFORCE A JUDGMENT ARRIVED AT THROUGH ARBITRATION PURSUANT TO SECTION 9.4 OF THIS AGREEMENT, ALL SUCH ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

9.7 Attorneys' Fees in the Event of Dispute. In the event any dispute between the parties hereto results in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

9.8 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

9.9 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

9.10 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.11 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.12 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.13 Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. Furthermore, if any provision of this Agreement shall be adjudicated to be invalid, overbroad or unenforceable, the parties agree that the court making such determination shall have the power to delete, amend and/or reduce the duration and/or scope of, the provision thus adjudicated to be invalid or unenforceable to the extent necessary for said provision to be adjudicated valid and enforceable, such deletion and/or reduction to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

9.14 Amendment. This Agreement may be amended, altered or modified only by the affirmative vote of the Members holding a Majority-in-Interest; provided, however, that this Agreement may be amended by the Managers without any action of the Members in any of the following cases:

(a) Upon an advice by counsel, to the extent necessary to permit the allocations and distributions contained in this Agreement to be sustained under existing or future federal income tax laws and as otherwise provided in this Agreement;

(b) Exhibit A, listing the addresses and Percentages of the Members, may be modified from time to time by the Managers to reflect any admission of new Members, any change in the Members or in the Membership Interest of any Member which has been effected by Transfer, operation of the express terms of this Agreement, or other appropriate action, or to reflect any Member's change of address;

(c) to correct any clerical errors or omissions, provided that the Managers give prior written notice of such amendment to the Members; or

(d) to delete or add or modify any provision required to be so deleted, added, or modified by the staff of the Securities and Exchange Commission, any other federal agency or any state "Blue Sky" Commissioner or similar official, when the deletion,

addition, or modification is for the benefit or protection of the Members.

9.15 Construction. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

9.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.17 Waiver. The Law Office of Abraham A. Gutnicki, P.C. ("**LOAG**") has acted as lead counsel in developing the documentation for the Company. In this regard, the parties to this Agreement acknowledge that LOAG has informed each Member that a conflict of interest exists in LOAG's representation in such formation and that each Member has been advised to seek outside counsel and business advice to review all documents relating to the Company, including without limitation this Agreement, and to advise each Member as to the effects, consequences and legalities of such documents.

Remainder of this page left intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MANAGERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

MEMBERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

EXHIBIT A

MEMBERS AND CAPITAL

Member	Address	Capital Contribution	Units	Percentage	SS/FEIN
Benjamin M. Klein	7444 Long Avenue Skokie, Illinois 60077	$1,000.00	300	33.33%	327-76-3567
Brian J. Levinson	3133 W. Sherwin Ave. Chicago, Illinois 60645	$1,000.00	300	33.33%	325-58-8690
Mark Shapiro	9223 Nagle Avenue Morton Grove, Illinois 60053	$1,000.00	300	33.33%	328-38-2799

EXHIBIT C

Written Consent to Action

See Attached.

WRITTEN CONSENT TO ACTION BY
THE MANAGERS OF OJCC, LLC

The undersigned, being the Managers of OJCC, LLC, an Illinois limited liability company ("Company") acting pursuant to Section15-1(d) of the Illinois Limited Liability Company Act and Article V of the Operating Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the OJCC Realty, LLC, an Illinois limited liability company (the "Realty Company") is acquiring the property located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois (the "Property") pursuant to a Real Estate Purchase Agreement by and among Joseph J. Angermeier and Shirley J. Angermeier, Husband and Wife as Seller and the Realty Company as Purchaser, dated as of September 18, 2008, as amended and/or restated from time to time (the "Acquisition Transaction");

WHEREAS, the Realty Company is selling the Property to MS Springfield, LLC, an Indiana limited liability company (the "Purchaser") pursuant to an Option Agreement by and between the Realty Company, as Optionor, and the Purchaser, as Optionee, dated as of July 28, 2010, for the Purchaser to improve the Porperty with a licensed 75 bed nursing facility (the "Facility") (the "Option Transaction");

WHEREAS, the Realty Company will lease the Facility pursuant to a Lease Agreement dated as of July 28, 2010, effective as of the Commencement Date, as defined therein, between the Company as Tenant and the Purchaser, as Landlord, as amended and/or restated from time to time (the "Lease Transaction");

WHEREAS, the Realty Company will sublease the Facility pursuant to a Sublease Agreement by and between the Company as sublessor to the Company, as sublessee (the "Sublease Transaction" and, together with the Acquisition Transaction, the Option Transaction, the Lease Transaction, the "Land Purchase Transaction");

WHEREAS, in order to finance the Option Transaction, the Purchaser desires to enter into a commercial mortgage loan with TOWN AND COUNTRY BANK, an Illinois Banking Corporation as a lender (the "Lender") evidenced by the Promissory Note dated October 19, 2011 made by Purchaser payable to the order of Lender in the principal amount of $10,360,000 (the "Loan Transaction");

WHEREAS, the Managers desire to cause the Company to provide a guaranty to enable Purchaser to enter into the Loan Transaction;

WHEREAS, in connection with the Loan Transaction, the Purchaser's indebtedness will be secured by a guaranty by the Company and a grant of security interest in certain assets of the Company;

WHEREAS, in connection with the Land Purchase Transaction, the Company will execute and deliver certain other documents, instruments, financing statements, certificates and agreements, including, without limitation, control agreements and other collateral documents (the "Land Purchase Transaction Documents");and

WHEREAS, in connection with the Loan Transaction, the Company will execute the following documents (the "Loan Transaction Documents"):

(a) Assignment of Development Items by and between the Purchaser and the Lender;

(b) Guaranty by the Company;

(c) Loan Addendum by and among the Purchaser, the Realty Company, the Company, and the Lender;

(d) Hypothecation Agreement between the Realty Company, the Company, and the Lender.

NOW THEREFORE, BE IT RESOLVED, that the Land Purchase Transaction and the Loan Transaction be and hereby are approved, and in connection with such approval, the Company and Benjamin M. Klein, as the authorized manager of the Company (the "Authorized Manager"), are hereby authorized and empowered to execute and deliver the Land Purchase Transaction Documents and the Loan Transaction Documents (the "Transaction Documents") and to consummate the transactions contemplated thereunder;

FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents, and the transactions contemplated thereby be, and they hereby are, approved, authorized and adopted in all respects, such approval to be conclusively evidenced by the execution and delivery the Transaction Documents by the Authorized Manager.

FURTHER RESOLVED, that the Authorized Manager is hereby authorized and empowered to execute and deliver, in the name and on behalf of the Company, any borrowing requests, agreements, certificates, notes, schedules, consents, waivers, amendments, instruments and other documents as may be necessary or convenient to consummate the transactions contemplated under the Transaction Documents, and perform the Company's obligations thereunder, and to otherwise carry out the intent and purposes of the foregoing resolutions (collectively, the "Other Transaction Documents"), and by doing so, the Company shall be deemed to have approved all of the terms and provisions thereof;

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform the obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Other Transaction Documents;

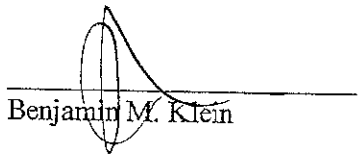
FURTHER RESOLVED, that the Authorized Manager be, and hereby is, authorized to take or cause to be taken all such actions, as in the judgment of such manager may be necessary, desirable or convenient in order to perform the obligations of the Company in connection with the Transaction Documents and the Other Transaction Documents, and to otherwise carry out the intent and the purposes of the foregoing resolutions, and by the doing of such actions shall be conclusive evidence that the same are in all respects hereby fully authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that any action heretofore taken by the Company or by the Authorized Manager on behalf of the Company is hereby fully authorized, approved, ratified and confirmed as the lawful limited liability company action of the Company; and

FURTHER RESOLVED, that this Written Consent to Action may be executed in multiple counterparts, each of which shall be deemed an original, and taken together, shall constitute one and the same instrument.

Remainder of this page left intentionally blank. Signature page follows.

Dated as of October 19, 2011



Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

Dated as of October 19, 2011

Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

Dated as of October 19, 2011

Benjamin M. Klein

Brian Levinson

Mark Shapiro

Being all the Managers of the Company

LOAN ADDENDUM

This LOAN ADDENDUM ("Addendum") is entered into as of October 19, 2011, by and among **MS SPRINGFIELD, LLC,** an Indiana limited liability company ("Borrower"), **OJCC REALTY, LLC**, an Illinois limited liability company ("OJCC Realty"), **OJCC, LLC**, an Illinois limited liability company ("OJCC"), and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("Bank").

W I T N E S S E T H

WHEREAS, OJCC Realty is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and Borrower have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) , and lease the Project back to OJCC Realty;

WHEREAS, OJCC is an affiliated entity with OJCC Realty and will operate the skilled nursing facility; and

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage") and by the Assignment of Rents and Leases dated October 19, 2011 between Borrower, OJCC Realty and Bank (the "Assignment of Rents and Leases");

WHEREAS, Borrower and OJCC Realty have agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, the Loan, Note and Mortgage will be secured by guaranties (collectively, the "Guaranties") from the following individuals and entities: Paul Ezekiel Turner, V. Edward Grogg and P. Eric Turner (the "Individual Guarantors") and, Mainstreet Capital Partners, an Indiana limited liability company LLC ("MCG"), Mainstreet Property Group, LLC, an Indiana limited liability company ("MPG") and Mainstreet Asset Management, Inc., an Indiana corporation (collectively, the "Corporate Guarantors");

WHEREAS, one of the conditions of the Loan is that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement pursuant to the Guaranty of OJCC of even date herewith given to Borrower and assigned to Bank (the "OJCC Guaranty");

WHEREAS, Borrower, OJCC and OJCC Realty desire that Bank make the Loan to Borrower, and are willing to enter into this Addendum supplementing the terms and provisions of the Note and Mortgage with the additional provisions and covenants contained herein;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations herein set forth, the parties hereto for themselves and their respective successors and assigns and successors in interest, do hereby covenant and agree as follows:

1. **Loan Documents**. As used herein, "Loan Documents" means all documents, agreements and assignments evidencing or securing the Loan, including but not limited to the Note, the Mortgage, this Addendum, the LRF Agreement, the Assignment of Rents and Leases, the OJCC Guaranty, the Guaranties, the Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank, the Security Assignment dated October 19, 2011 of the Construction Contract and the Architect Agreement for the Project from Borrower to Bank, the Construction Loan Escrow Trust and Disbursing Agreement for the Project between Borrower, Bank, OJCC Realty and Chicago Title Insurance Company, the and the Assignment of Development Items dated October 19, 2011 from Borrower to Bank.

2. **Construction Disbursements**. All advances of Loan funds by Bank (the "Advances") for acquisition and construction of the Project shall be made pursuant to a Construction Disbursement Agreement (the "Construction Escrow") in form and substance satisfactory to Bank with a title insurance company acting as Construction Escrowee, and shall be considered to be disbursed to Borrower from the date of deposit into the Construction Escrow, and interest shall accrue on those funds from that date. Disbursements of the Loan funds shall be made using sworn contractors statements and waivers of lien and upon receipt by Bank and the escrow agent of a completed requisition of Borrower, in such form as required by Bank and the Construction Escrowee, signed by an authorized representative of Borrower.

3. **Loan to Value.** The Loan shall be in an amount not exceeding the lesser of (i) $10,360,000.00, (ii) 75% of the acquisition and construction costs of the Project approved by Bank, and (iii) 75% of the appraised value of the Project approved by Bank.

4. **Equity Contribution.** Borrower shall contribute Equity Funds in the form of cash or readily available funds to the Project prior to any advances of the Loan by Bank. Bank may, at its option, require that Borrower's Equity Funds be deposited with Bank, which Equity Funds shall be disbursed prior to any Loan proceeds. "Equity Funds" means that sum contributed by Borrower to pay the costs of acquiring and constructing the Project, such sum to be in the amount not less than (i) $2,590,000.00 and (ii) the amount necessary to supplement proceeds of the Loan to pay the costs of the Project so that the loan-to-value limitations contained in this Addendum are not exceeded.

5. **Debt Service Coverage.** Upon commencement of monthly rent payments under the Lease, Borrower shall demonstrate a Debt Service Coverage Ratio of 1.25 to 1.00. For purposes of this covenant:

(i) "Debt Service Coverage Ratio" means the ratio of Net Operating Income divided by Annual Debt Service.

(ii) "Net Operating Income" means Borrower's rental income minus Borrower's operating expenses and capital expenditures not financed with indebtedness during the preceding twelve months (exclusive of interest expense, depreciation and amortization expenses).

(iii) "Annual Debt Service" means an amount equal to the sum of the annual principal and interest payments on the Loan and all other indebtedness of Borrower, including capitalized leases.

6. **Additional Indebtedness.** Borrower shall not directly or indirectly incur indebtedness or in any way become or be responsible for obligations of any other person under a guaranty or similar agreement, in excess of $50,000 in aggregate without the prior written consent of Bank, which consent shall not be unreasonably withheld for normal and necessary repair and maintenance of the Project.

7. **Financial Reports.** (a) Borrower covenants that it will deliver to Bank and cause to be delivered to Bank such information as Bank may request from time to time, including but not limited to:

(i) As soon as available, and, in any event, within **150** days after the end of each fiscal year, separate audited annual financial reports for Borrower and each Corporate Guarantor, prepared in accordance with generally accepted accounting principles (GAAP) by a certified public accountant chosen by Borrower and such Corporate Guarantor and acceptable to Bank which shall include a balance sheet, statement of income, statement of reconciliation of net worth, statement of changes in financial position and notes to financial statements.

(ii) As soon as available, and, in any event, within **90** days after the end of each calendar year quarter, Borrower's interim financial reports which shall include a

balance sheet at the end of each such period and an income statement for the period from the beginning of the current fiscal year to the end of such period. These statements shall be prepared on substantially the same accounting basis as the statements required above and the accuracy of the statements (subject to audit and year-end adjustments) shall be certified by the Borrower's chief financial officer or managing Member.

(iii) As soon as available, and, in any event, within **150** days after the end of each fiscal year, annual federal and state income tax returns of Borrower and each Corporate Guarantor and Individual Guarantor.

(iv) As soon as available, and, in any event, within **150** days after the end of each calendar year, annual signed current personal financial statements and personal global cash flows of each Individual Guarantor certified to Bank as true, accurate and complete.

(v) Any such other information requested by the Bank respecting the business, properties or the condition or operations, financial or otherwise, of Borrower, Corporate Guarantors or Individual Guarantors as Bank may from time to time request within **30** days of such request.

(b) In addition to the foregoing financial reports, Borrower covenants that it will deliver to Bank the audited financial information (in the form described in subparagraph (i) above) of Borrower and each Corporate Guarantor for the 2010 fiscal year on or before December 31, 2011.

(c) OJCC Realty and OJCC covenant they will deliver to Bank and cause to be delivered to Bank such information as Bank may request from time to time, including but not limited to:

(i) As soon as available, and, in any event, within **150** days after the end of each fiscal year, separate annual financial reports for OJCC Realty and OJCC, prepared in accordance with generally accepted accounting principles (GAAP) which shall include a balance sheet, statement of income, statement of reconciliation of net worth, statement of changes in financial position and notes to financial statements.

(ii) As soon as available, and, in any event, within **90** days after the end of each calendar year quarter, OJCC Realty's and OJCC's interim financial reports which shall include a balance sheet at the end of each such period and an income statement for the period from the beginning of the current fiscal year to the end of such period. These statements shall be prepared on substantially the same accounting basis as the statements required above and the accuracy of the statements (subject to audit and year-end adjustments) shall be certified by the chief financial officer or managing Member of OJCC Realty and OJCC.

(iii) As soon as available, and, in any event, within **150** days after the end of each fiscal year, annual federal and state income tax returns of OJCC Realty and OJCC.

(iv) Any such other information requested by the Bank respecting the business, properties or the condition or operations, financial or otherwise, of OJCC Realty and OJCC as Bank may from time to time request within **30** days of such request.

8. **Lease Information.** Borrower, OJCC and OJCC Realty covenant that they will use reasonable efforts to cause to be delivered to Bank such financial and operating information as Bank may request from time to time regarding the Lease, OJCC Realty and OJCC, including but not limited to concurrent delivery to Bank of duplicate copies of all notices, demands, financial information and reports, operating information and reports, and all other information to be furnished by or between Borrower, OJCC and OJCC Realty under the Lease. Such information shall also include quarterly financial statements, census reports, annual financial statements and audited financial statements.

9. **Inspection Rights.** Borrower, OJCC and OJCC Realty will permit representatives of Bank, from time to time during normal business hours upon notice as set forth in Section 17 of the Lease, as often as may be reasonably requested, to (i) inspect the Project and the books and records of each party (except any records subject to privacy and confidentiality laws) and make copies from such books and records which relate to its performance under any of the Loan Documents or Lease, and (ii) discuss with its officers and accountants its business, assets, liabilities, financial condition, results of operations and business prospects.

10. **Opinions of Counsel.** Borrower shall provide opinions of counsel to Borrower, Corporate Guarantors, Individual Guarantors, OJCC Realty and OJCC addressed to Bank in a form satisfactory to Bank.

11. **Lease Guaranty.** OJCC guaranties for the benefit of the Bank the performance of all obligations of OJCC Realty under the Lease and the LRF Agreement and shall execute and deliver the OJCC Guaranty and such additional documents evidencing the guaranty as may be reasonably requested by Bank.

12. **Loan Participation.** Bank may assign the Loan to, or participate the Loan with, other financial institutions and lenders ("Participating Lenders"). Borrower hereby specifically grants unto Bank the right and privilege, at its option and without further consent of Borrower, to participate, transfer and assign to one or more third parties all or any part of Bank's rights to or in the Loan and Loan Documents, in which event Bank may also act as the "Administrative Agent". Borrower may not assign any of its rights or obligations hereunder, the Note or any of the other Loan Documents without the prior consent of Bank.

13. **Cure Period; Cross Default.** Borrower shall have 30 days after written notice from Bank to cure a default under the Note or Mortgage other than a default for failure to make any payments due under the Note or Mortgage. A breach, default or an event of default under any of the Loan Documents or Borrower's breach of the Lease that shall have occurred and be continuing without being cured or waived pursuant thereto shall constitute a default of each of the Loan Documents.

14. **Borrower Reorganization.** Borrower represents and warrants that MPG is the sole member of Borrower and that MPG is considering merging into MCG. Bank acknowledges such intent and shall not unreasonably withhold Bank's written consent to such merger provided that Borrower shall provide to Bank all details and other information requested by Bank of such merger to Bank prior to such merger.

15. **Sale and Lease Back of Property.** Notwithstanding provisions in the Section 7 of Mortgage and Sections 7 and 10(G) in the Assignment of Rents and Leases to the contrary, Bank acknowledges and agrees that (i) OJCC may sell the Property to Borrower in accordance with the Option, and (ii) the Property may be leased to OJCC Realty with a sublease to OJCC.

16. **No Future Advances to OJCC Realty.** Bank further acknowledges that Bank shall make no future advances to OJCC Realty secured by the Mortgage as permitted by Section 3(B) of the Mortgage without written consent from Borrower.

17. **Tenant Improvements of Property**. Section 10 of the Mortgage is amended to permit improvements of the Property in accordance with Section 5.4 of the Lease.

18. **Amendment of Section 14 of Mortgage**. Section 14(G) of the Mortgage is deleted.

19. **Project Sign.** Bank may display a sign at the construction site informing the public that Bank is the construction lender for the Project. Bank may obtain other publicity in connection with the Project through press releases and participation in ground breaking and opening ceremonies and similar events.

20. **Operating Accounts.** Borrower's operating banking accounts for the Project will be maintained at the Bank during the term of the Loan.

21. **Prepayment of Note.** No prepayment penalty or fee shall be due if the Note is repaid in advance of the amortization schedule if repaid from the sale of the collateral, excess business cash flow, or some similar occurrence. However, if the Note is repaid through a refinance with another lender, a prepayment premium will be paid by Borrower (the "Prepayment Premium"). The Prepayment Premium shall be an amount equal to the greater of (a) one percent (1%) of the outstanding principal balance of the Note, or (b) the Yield Maintenance Prepayment Premium.

The Yield Maintenance Prepayment Premium shall be an amount equal to the product of (i) the outstanding principal balance due on the Note (including accrued interest) at the time of prepayment multiplied by (ii) the "Monthly Interest Differential" (as hereinafter defined), and (iii) discounted by the "Treasury Yield" (as hereinafter defined) rate over the number of months then remaining on the Note to the end of the fifth year of the Loan. The "Monthly Interest Payment Differential" equals one-twelfth (1/12) of the amount (if any) by which the annual interest rate payable on the Note at such time exceeds the Treasury Yield for the period of time commencing on the next following day and ending on the maturity date of the Note ("Remaining Term"). The "Treasury Yield" equals the Federal Home Loan of Chicago Advance Rate(s) that most closely matches the number of months then remaining to the end of the fifth year of the Loan.

22. **Indemnification.** Borrower will indemnify Bank, Participating Lenders, successors, and/or assigns (collectively, the "Indemnified Parties") from any and all loss, costs,

damage (including consequential damages suffered by third-party claimants) or expense (including without limitation, attorney's fees and costs) incurred in the investigation of the status of the Property and the investigation, defense and settlement of claims that Indemnified Parties may incur as a result of or in connection with: (i) the assertion against Indemnified Parties by any party of any claim relating to the presence or removal of any hazardous wastes, hazardous substances or contaminants present in or on the Property during the time that Borrower or OJCC Realty own the Property; (ii) the assertion against Indemnified Parties by any party of a claim related to a violation of the Americans With Disabilities Act of 1990 or any regulations relating thereto, as amended from time to time; or (iii) compliance by Indemnified Parties with any other federal, state, local laws, rules, regulations or orders relating thereto which compliance is necessitated by Borrower's or OJCC Realty's failure to comply with obligations. The foregoing indemnification shall survive repayment of the Note and foreclosure, reconveyance or assignment of the Mortgage.

23. **Advances.** Bank's obligation to make the initial Advance and each subsequent Advance shall be subject to the fulfillment to Bank's satisfaction of all of the conditions and obligations of Borrower, OJCC Realty and OJCC set forth in the Loan Documents. Bank shall not be obligated to make any Advance unless and until (a) Borrower, OJCC Realty and OJCC have signed and delivered the Loan Documents; (b) the Mortgage and other security interests in the Property have been duly recorded and perfected; and (c) Bank has been provided evidence, satisfactory to Bank, that Borrower has obtained all insurance required under the Loan Documents, and that Bank's liens on the Property are valid perfected first liens.

24. **Counterparts.** This Addendum shall be construed in accordance with the laws of Illinois. It may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

25. **Jurisdiction and Venue.** TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS ADDENDUM, THE LOAN DOCUMENTS OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

26. **Jury Waiver.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE,

KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ADDENDUM, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, this Addendum has been signed and executed as of the date written above.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ADDENDUM, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, this Addendum has been signed and executed as of the date written above.

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

2011R35538
2011R35538
10/26/2011 01:01PM
REC FEE: 38.00
RHSP FEE: 10.00
TOTAL: $48.00
PAGES: 13
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

COPY

This instrument was prepared by:
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

When recorded return to (name, address):
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, IL 62704

State of Illinois — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is October 19, 2011 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: OJCC REALTY, LLC
7444 LONG AVENUE
SKOKIE, IL 60067

MS SPRINGFIELD, LLC
109 W JACKSON STREET
POB 767
CICERO IL 46034

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property is located in SANGAMON (County) at _____
3089 OLD JACKSONVILLE ROAD (Address), SPRINGFIELD (City), Illinois 62711 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
   SAID NOTE IN THE NAME OF MS SPRINGFIELD, LLC

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B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
   A. A beneficial interest in Mortgagor is sold or transferred.

   B. There is a change in either the identity or number of members of a partnership or similar entity.

   C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

   However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

9. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

   A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

   B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

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_____ _____ _____

necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

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compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any of the following occur:
    A. Any party obligated on the Secured Debt fails to make payment when due;

    B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;

    C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;

    D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;

    E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;

    F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or

    G. ~~Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.~~

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

    At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

    Mortgagor represents, warrants and agrees that:
    A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

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B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.

I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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PET _____ _____ _____

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisement, the marshalling of liens and assets and all other exemptions as to the Property.

26. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ 10,360,000.00 . This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

27. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

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☒ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☒ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

28. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

☒ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: OJCC REALTY, LLC

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Date)

(Signature) (Date)

Entity Name: MS SPRINGFIELD, LLC

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Date)

(Signature) (Date)

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____} ss.

(Individual) This instrument was acknowledged before me this _____ day of _____

by _____.

My commission expires:

_____

(Notary Public)

(Business or Entity Acknowledgment)

STATE OF _____ , COUNTY OF _____} ss.

This instrument was acknowledged before me this _____ day of _____

by _____

_____ (Title(s))

of _____ (Name of Business or Entity)

a _____ on behalf of the business or entity.

My commission expires:

_____

(Notary Public)

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_____ _____ _____ _____

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19 day of October
by Benjamin Klein
of OJCC Realty LLC
a Member/Manager on behalf of the business entity.
My commission expires:

(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

(Notary Public)

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Brian Levinson
of OJCC Realty LLC
a Member/Manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Mark Shapiro
of OJCC Realty, LLC
a member/manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____ (Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of _____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____ (Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of _____
by_____
_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____ _____
(Notary Public)

MS SPRINGFIELD, LLC

_____10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF INDIANA, COUNTY OF Hamilton} ss.
This instrument was acknowledged before me this 19th day of October, 2011
by Paul Ezekiel Turner, President of Mainstreet Asset Management, Inc., the Manager
of MS Springfield, LLC,
a_____ on behalf of the business entity.
My commission expires:

Julie M. Elliott
(Notary Public)

NOTARY PUBLIC SEAL STATE OF INDIANA
JULIE M. ELLIOTT
Marion County
My Commission Expires
August 24, 2015

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

BEING THE SAME LAND DESCRIBED (IN SURVEY MADE BY RICHARD TONELLATO OF GREENE & BRADOFORD, INC., DATED SEPTEMBER 26, 2011 KNOWN AS PROJECT NO. 08-197), AS FOLLOWS:

"SURVEY LEGAL DESCRIPTION EXISTING RIGHT OF WAY:"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

"SURVEY LEGAL DESCRIPTION REMAINING PARCEL"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

Tax I.D. No: 13-36-476-005

Real estate commonly known as 3089 Old Jacksonville Rd., Springfield, Illinois 62704

COPY

2011R35539
2011R35539
10/26/2011 01:01PM
REC FEE: 37.00
RHSP FEE: 10.00
TOTAL: $47.00
PAGES: 12
CHRISTINE
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

State of Illinois — Space Above This Line For Recording Data

This instrument was prepared by (name, address): TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704

When recorded return to (name, address): TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704

ASSIGNMENT OF LEASES AND RENTS

1. **DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is October 19, 2011. The parties and their addresses are:

ASSIGNOR: OJCC REALTY, LLC
7444 LONG AVENUE
SKOKIE IL 60077

MS SPRINGFIELD LLC
109 W JACKSON STREET
POB 767
CICERO IN 46034

☐ Refer to the Addendum that is attached and incorporated herein for additional Assignors.

LENDER: TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

2. **ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property:
SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

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PGT

The Property is located in SANGAMON County at 3089 OLD JACKSONVILLE RD, SPRINGFIELD IL 62711 (Address, City, State, ZIP Code).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time will not exceed $ 10,360,000.00 . This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

4. **SECURED DEBTS.** This Assignment will secure the following Secured Debts:

A. ☒ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

SAID NOTE IN THE NAME OF MS SPRINGFIELD, LLC

☐ One or more of the debts secured by this Assignment contains a future advance provision.

B. ☐ **All Debts.** All present and future debts from Assignor and _____

to Lender, even if this Assignment is not specifically referenced or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

5. **PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

6. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

7. **WARRANTIES AND REPRESENTATIONS.** To induce Lender to enter into the Loan, Assignor makes these representations and warranties for as long as this Assignment is in effect.

A. **Power.** Assignor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Assignor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which

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PS _____

Assignor operates or Assignor owns or leases property. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as now conducted.

B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment: are within Assignor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities. All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.

E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose.

F. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey, mortgage and warrant to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

H. **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

I. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).

J. **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

8. **COVENANTS.** Assignor agrees to the following covenants:

A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. **Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's written consent.

F. **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. **Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts to the extent permitted by law. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

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L. **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
A. A beneficial interest in Assignor is sold or transferred.
B. There is a change in either the identity or number of members of a partnership or similar entity.
C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment:
A. **Payments.** Assignor fails to make a payment in full when due.
B. **Insolvency or Bankruptcy.** Assignor makes an assignment for the benefit of creditors or becomes insolvent, either because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due; or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
C. **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent.
D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
E. **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender.
F. **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.
H. **Property Value.** The value of the Property declines or is impaired.
I. **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
J. **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.
K. **Insecurity.** Lender reasonably believes that Lender is insecure.

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following:
A. **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts.
D. **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
F. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
G. **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants and licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

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H. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substances" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

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I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses to the extent permitted by law, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

15. **TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

16. **CO-SIGNERS.** If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts. If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

17. **WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisement and homestead exemption rights relating to the Property.

18. **U.C.C. PROVISIONS.**

☒ **Construction Loan.** This Assignment secures an obligation incurred for the construction of an improvement on the Property.

19. **OTHER TERMS.** If checked, the following are applicable to this Assignment:

☐ **Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

☐ **Additional Terms.**

20. **APPLICABLE LAW.** This Assignment is governed by the laws of Illinois, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

21. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor.

22. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

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24. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail and by registered or certified mail, return receipt requested, to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.

25. **SIGNATURES.** By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

OJCC REALTY, LLC MS SPRINGFIELD LLC
(Entity Name)

(Signature) SEE ATTACHED SIGNATURE ADDENDUM (Signature) SEE ATTACHED SIGNATURE ADDENDUM

ACKNOWLEDGMENT:

(Individual)

STATE OF _____ , COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____ .
My commission expires:

_____
(Notary Public)

(Business or Entity Acknowledgment)

STATE OF _____ , COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____
_____ (Title(s))
of _____ (Name of Business or Entity)
a _____ on behalf of the business or entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:
STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19 day of October, 2011
by Benjamin M. Klein
of OJCC Realty LLC
a Member/Manager on behalf of the business entity.
My commission expires:

_____
(Notary Public)

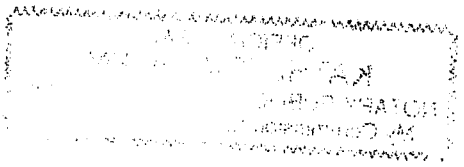
MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

OFFICIAL SEAL
KATHLEEN DALEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/27/2011

ACKNOWLEDGMENT:
STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of_____
by_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)



SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Brian Levinson
_____
of OJCC Realty, LLC
a member/manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____
(Notary Public)

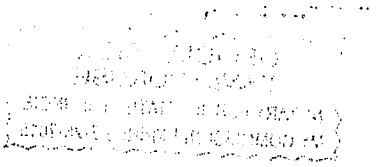
MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____} ss.
This instrument was acknowledged before me this _____ day of _____
by _____
_____
of _____
a _____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)



SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____ 10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____ 10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:
STATE OF Illinois, COUNTY OF Cook } ss.
This instrument was acknowledged before me this 19th day of October 2011
by Mark Shapiro
of OJCC Realty, LLC
a Member/Manager on behalf of the business entity.
My commission expires: 7-26-15

OFFICIAL SEAL
DAVID PORUSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2015

_____
(Notary Public)

MS SPRINGFIELD, LLC

_____ 10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:
STATE OF _____, COUNTY OF _____} ss.
This instrument was acknowledged before me this _____ day of _____
by _____
of _____
a _____ on behalf of the business entity.
My commission expires:

_____
(Notary Public)

SIGNATURE ADDENDUM

This Addendum is attached to and made a part of that Mortgage and Assignment of Leases and Rents dated 10/19/11:

OJCC REALTY, LLC

_____10/19/11
BENJAMIN M. KLEIN, MEMBER/MANAGER

_____10/19/11
BRIAN LEVINSON, MEMBER/MANAGER

_____ 10/19/11
MARK SHAPIRO, MEMBER/MANAGER

ACKNOWLEDGMENT:

STATE OF_____, COUNTY OF_____} ss.
This instrument was acknowledged before me this_____day of _____
by_____
_____
of_____
a_____ on behalf of the business entity.
My commission expires:

_____ _____
(Notary Public)

MS SPRINGFIELD, LLC

_____10/19/11
BY: MAINSTREET ASSET MANAGEMENT, INC., it's MANAGER
BY: PAUL EZEKIEL TURNER, PRESIDENT

ACKNOWLEDGMENT:

STATE OF INDIANA, COUNTY OF Hamilton} ss.
This instrument was acknowledged before me this 19th day of October 2011
by Paul Ezekiel Turner, President of Mainstreet Asset Management Inc., the Manager
of MS Springfield, LLC
a_____ on behalf of the business entity.
My commission expires:

Julie M. Elliott
(Notary Public)

NOTARY PUBLIC NOTARY SEAL STATE OF INDIANA
JULIE M. ELLIOTT
Marion County
My Commission Expires
August 24, 2015

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian. Situated in Sangamon County, Illinois.

BEING THE SAME LAND DESCRIBED (IN SURVEY MADE BY RICHARD TONELLATO OF GREENE & BRADOFORD, INC., DATED SEPTEMBER 26, 2011 KNOWN AS PROJECT NO. 08-197), AS FOLLOWS:

"SURVEY LEGAL DESCRIPTION EXISTING RIGHT OF WAY:"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

"SURVEY LEGAL DESCRIPTION REMAINING PARCEL"

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian; described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degress 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

Tax I.D. No: 13-36-476-005

Real estate commonly known as 3089 Old Jacksonville Rd., Springfield, Illinois 62704

mainstreet
investing more than capital

October 25, 2011

Town and Country Bank
1925 South MacArthur Boulevard
Springfield, Illinois 62704

Re: $10,360,000 Loan to MS Springfield, LLC

Ladies and Gentlemen:

I have acted as counsel to MS Springfield, LLC an Indiana limited liability company ("Borrower"), Mainstreet Asset Management, Inc., an Indiana corporation ("Mainstreet Asset"), Mainstreet Capital Partners, LLC, an Indiana limited liability company ("Mainstreet Capital"), Mainstreet Property Group, LLC, an Indiana limited liability company ("Mainstreet Property"), P. Eric Turner, an Indiana resident ("Eric Turner"), Paul Ezekiel Turner, an Indiana resident ("Paul Turner"), and Vincent Edward Grogg, an Indiana resident ("Grogg") in connection with that certain $10,360,000 loan (the "Loan") being made this day by Town and Country Bank ("Bank") to Borrower. The Loan will be used to finance the following transaction (the "Transaction"): the acquisition, construction and equipping of a 75 bed skilled nursing facility (the "Project") on the real property located at 3089 Old Jacksonville Road, Springfield, Illinois (the "Premises"), in connection with which the Premises will be acquired by OJCC Realty, developed by Borrower with construction of the Project, sold to Borrower and leased back by OJCC Realty, LLC, an Illinois limited liability company ("OJCC Realty"), and thereafter operated by OJCC, LLC, an Illinois limited liability company ("OJCC").

In such capacity, I have reviewed the following documents (collectively, the "Transaction Documents"):

(a) Promissory Note dated October 19, 2011 made by Borrower payable to the order of Bank in the principal amount of $10,360,000 (the "Note");

(b) Real Estate Mortgage dated October 19, 2011 (the "Mortgage") given by Borrower and OJCC Realty for the benefit of Bank as security for the Note and covering the Premises;

(c) Assignment of Rents and Leases dated October 19, 2011 given by OJCC Realty and Borrower for the benefit of Bank as security for the Note and covering the Premises (the "Assignment of Rents and Leases");

(c) Loan Addendum dated October 19, 2011 between Borrower, Bank, OJCC Realty, and OJCC;

(d) Guaranties from Mainstreet Asset, Mainstreet Capital, Mainstreet Property, Eric Turner, Paul Turner and Grogg (each a "Guarantor" and collectively, "Guarantors"), each such Guaranty being dated October 19, 2011 and made by for the benefit of Bank (each a "Guaranty" and collectively, the "Guaranties");

(e) Hypothecation Agreement dated October 19, 2011 from OJCC Realty and OJCC to Bank;

(f) AIA Construction Agreement dated September 30, 2011 between Mainstreet Properties Group, Inc. and Walsh Construction Company II, LLC and assigned to Borrower pursuant to the Assignment and Assumption of Contract dated October 19, 2011 (as assigned, the "Construction Contract");

(g) AIA Architect Agreement dated March 3, 2011 between Borrower and MSKTD & Associates, Inc. (the "Architect Agreement");

(h) Security Assignment dated October 19, 2011 of the Construction Contract and the Architect Agreement from Borrower to Bank (the "Security Assignment");

(i) Resolutions of the Borrower, Mainstreet Capitol, Mainstreet Property; Mainstreet Management, OJCC Realty and OJCC approving the Loan and Transaction Documents;

(j) Agreement to Provide Insurance dated October 19, 2011 given by Borrower to Bank (the "Agreement to Provide Insurance");

(k) Construction Loan Escrow Trust and Disbursing Agreement between Borrower, Bank, OJCC Realty and Chicago Title Insurance Company (the "Construction Loan Trust and Disbursing Agreement");

(l) Disbursement Authorization dated October 19, 2011 executed by Borrower (the "Disbursement Authorization");

(m) Assignment of Development Items dated October 19, 2011 from Borrower to Bank (the "Assignment of Development Items").

(n) UCC-1 given by Borrower to Bank;

(o) Option Agreement made as of July 28, 2010 between OJCC Realty and Borrower for purchase of the Premises by Borrower (the "Option");

(p) Lease Agreement dated July 28, 2011 by and between Borrower and OJCC Realty for lease of the Premises by OJCC Realty, as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease");

(q) Sublease dated October 19 by and between OJCC Realty and OJCC (the "Sublease");

(r) Lease Reserve Fund Agreement dated October 19, 2011 by and between Borrower, OJCC Realty and Bank (the "LRF Agreement");

(s) The Guaranty dated October 19, 2011 given by OJCC to Bank.

(t) Escrow Agreement dated October 19, 2011 by and among Chicago Title Insurance Company, Borrower, OJCC Realty, and the Members (the "Escrow Agreement");

(u) Assignment of Permit dated October 19, 2011, by and between OJCC Realty, OJCC and Borrower (the "Permit Assignment");

(v) Agreement to Assign Membership Interest dated October 19, 2011 by and between the Members and Borrower (the "Membership Assignment").

I have also examined the following additional documents or instruments in connection with my furnishing of the opinion set forth below:

(a) Articles of Organization of the Borrower, Mainstreet Capitol and Mainstreet Properties, as amended;

(b) Operating Agreements of Borrower, Mainstreet Capitol and Mainstreet Properties, as amended;

(c) Articles of Incorporation and bylaws of Mainstreet Asset;

(d) Illinois Certificate of Need for Poject No. 08-086 issued to OJCC;

(e) The Title Commitment of Chicago Title Insurance Company, Order No. 1271 710105493 SPR.

The Mortgage, Assignment of Rents and Leases, Addendum, Guaranties, Construction Contract, Architect Agreement, Security Assignment, Agreement to Provide Insurance, Construction Loan Trust and Disbursing Agreement, Assignment of Development Items, Disbursement Authorization, Option, Lease, LRF Agreement, Escrow Agreement, Permit

Assignment and Membership Assignment are herein collectively called the "Borrower Documents".

In rendering my opinion I have also examined such certificates of public officials, limited liability company documents and records and other certificates and instruments as I have deemed necessary for the purposes of the opinion herein expressed. As to various questions of fact material to my opinion, I have relied upon certificates and written statements of members of Borrower, but I have no knowledge that any of such statements are inaccurate or incomplete.

Based on the foregoing and upon such investigation as I have deemed necessary, and subject to the qualifications and exceptions herein contained, I am of the opinion that:

1. Borrower, Mainstreet Capitol and Mainstreet Properties are limited liability companies duly organized, validly existing, and in good standing under the laws of the State of Indiana.

2. Mainstreet Asset is a corporation duly organized, validly existing, and in good standing under the laws of the State of Indiana.

3. Borrower has the power and authority and all material governmental licenses, authorizations, consents and approvals to own, lease and construct the Premises and to execute, deliver, and perform Borrower's obligations under the Transaction Documents.

4. Neither Borrower nor its members are foreign nationals and there is no restriction under Federal or Illinois law which would prohibit or prevent Borrower from, owning, developing, constructing, leasing and managing the Premises. Borrower has taken all steps and has made all filings to the extent required under Federal and Illinois law to enable it to, own, lease, develop, operate and manage the Premises.

5. The execution and delivery of the Borrower Documents by Borrower and the performance of Borrower's obligations under the Borrower Documents have been duly authorized by all requisite action of Borrower and the Borrower Documents have been duly executed and delivered by Borrower.

6. The execution and delivery of the Guaranties by Guarantors and the performance of Guarantors' obligations under the Guaranties have been duly authorized by all requisite action of Guarantors and the Guaranties have been duly executed and delivered by Guarantors.

7. The Borrower Documents are the legal, valid and binding obligations of Borrower and Guarantors, enforceable against Borrower and Guarantors in accordance with

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their respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally and (ii) general principles of equity. The aforesaid opinion as to the enforceability of the Borrower Documents is also subject to the qualification that certain provisions contained in the Borrower Documents may not be enforceable, but, notwithstanding such qualification or the limitations set forth in the foregoing clauses (i) and (ii), such unenforceability will not render the Borrower Documents invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby.

8. The execution and delivery by Borrower and Guarantors of the Borrower Documents do not, and the payment by Borrower of the indebtedness evidenced by the Note will not, (a) conflict with or violate any provision of the respective Articles of Organization, Operating Agreement, Articles of Incorporation or Bylaws of Borrower and Guarantors, or (b) to my actual knowledge, (i) conflict with or violate or result in a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of a lien, charge or encumbrance upon any of the properties or assets of Borrower or Guarantors pursuant to any agreement or instrument to which Borrower or Guarantors is a party or by which any of their respective properties is bound, or (ii) conflict with or violate any judgment, order, writ, injunction, or decree binding on Borrower or Guarantors, or (c) conflict with or violate any law, rule, regulation or ordinance applicable to Borrower or Guarantors.

9. I have no knowledge of any material pending or threatened lawsuits, claims or proceedings against Borrower, Guarantors or any member of Borrower or specifically applicable to the Premises.

By: _____
Christopher J. Lukaart, General Counsel

MS SPRINGFIELD, LLC

UNANIMOUS WRITTEN CONSENT
RESOLUTIONS OF THE MANAGER

The undersigned, being the sole Manager of MS Springfield, LLC ("**Company**"), an Indiana Limited Liability Company, pursuant to authority granted under the provisions of the Indiana Business Flexibility Act, as amended, hereby consents to the adoption of the following resolutions, in writing, without a meeting:

WHEREAS, the Manager believes it is in the best interests of the Company, and in furtherance of the Company's business to borrow the principal amount of up to $10,360,000.00 (the "**Loan**") from Town & Country Bank ("**Bank**"), pursuant to that certain Promissory Note dated as of October 19, 2011 (the "**Note**") from the Company to Bank and the Loan Addendum dated October 19, 2011 by and between Company, OJCC Realty, LLC, an Illinois limited liability company ("**OJCC Realty**"), OJCC, LLC, an Illinois limited liability company ("**OJCC**"), and Bank (collectively with the Note, the "**Loan Agreement**");

WHEREAS, the proceeds of the Loan shall be used to facilitate the construction of a 75 bed nursing facility located at 3089 Old Jacksonville Road, in the City of Springfield, County of Sangamon, Illinois ("**Real Estate**");

WHEREAS, the Real Estate is owned by OJCC Realty and subject to an option to purchase by the Company;

WHEREAS, the primary terms of the Loan Agreement to be entered into by the Company and Bank have been identified to and reviewed by the Company's Members and Manager;

WHEREAS, the Bank requires that Company and OJCC Realty grant a mortgage lien on the Real Estate as a condition of the Bank entering into the Loan Agreement and making the Loan (the "**Mortgage**");

NOW, THEREFORE, BE IT RESOLVED, that the Manager hereby approves the Loan, the Loan Agreement, the Mortgage and each of the Loan Documents (as defined in the Loan Agreement);

FURTHER RESOLVED, that Paul Ezekiel Turner, the President of the Manager, and V. Edward Grogg, the Vice President of the Manager, each acting singly in their official capacity (each, an "**Authorized Representative**"), are hereby authorized, directed and empowered on behalf of the Company to take the following actions:

(1) To negotiate, enter into and execute the Loan Agreement, the Mortgage, each of the other Loan Documents, such agreements and instruments that Bank may require to establish and maintain deposit accounts, lockboxes and other banking relationships, and such other agreements, commitment letters, promissory notes, guaranties,

security agreements and other documents, certificates and instruments as necessary or required in connection therewith, together with any modifications thereto (collectively, the "**Credit Facility Documents**"), all containing such terms and provisions as an Authorized Representative determines is in the best interest of the Company;

(2) To negotiate and compel OJCC to enter into the Mortgage;

(3) To borrow the Loan;

(4) To execute and deliver to Bank, the Note as contemplated by the Loan Agreement, on forms agreed upon by Bank and the Company, at such rates of interest and on such terms as may be agreed upon by the Company and Bank, evidencing the sums of money so borrowed or any indebtedness of the Company to Bank, and also to negotiate, execute and deliver to Bank one or more renewals, extensions, modifications, refinancing, consolidations, or substitutions for the Note, the Loan Agreement and the other Credit Facility Documents;

(5) To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Bank, as security for the payment of the Company's obligations, indebtedness and liabilities arising under the Loan Agreement, any promissory note so executed, or any other or further indebtedness of the Company to Bank at any time owing, however the same may be evidence, and, if the Company deems it to be in its best interest, any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all real property and all personal property of the Company. Such property may be mortgaged, pledged, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, or encumbered;

(6) To execute and deliver to Bank the forms of pledge agreements and other security agreements and financing statements which may be submitted by Bank, and which shall evidence the terms and conditions under an pursuant to which such liens and encumbrances, or any of them, are giving; and also to execute and deliver to Bank any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may in their discretion deem reasonably necessary or proper in connection with or pertaining to the giving of the liens and encumbrances; and

(7) To do and perform such other acts and things, as an Authorized Representative may in his discretion deem reasonably necessary or proper in order to effectuate the provisions of these Resolutions.

FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Bank may rely on these Resolutions until notice of their revocation shall have been delivered to and received by Bank. Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given;

FURTHER RESOLVED, that these Resolutions may be executed in the original or by telecopy in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Manager.

MAINSTREET ASSET MANAGEMENT, INC.

Dated: 10/19/11

By: _____
Paul Ezekiel Turner, President

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

of

MS SPRINGFIELD, LLC

I, Todd Rokita, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented confirms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, August 17, 2010.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 17, 2010

Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

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APPROVED AND FILED
TODD ROKITA
INDIANA SECRETARY OF STATE
8/17/2010 2:04 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I – NAME AND PRINCIPAL OFFICE

MS SPRINGFIELD, LLC
109 W. Jackson Street PO Box 767, Cicero, IN 46034

ARTICLE II – REGISTERED OFFICE AND AGENT

Christopher J. Lukaart, Esq.
109 W. Jackson Street PO Box 767, Cicero, IN 46034

ARTICLE III – GENERAL INFORMATION

Effective Date:	8/17/2010
What is the latest date upon which the entity is to dissolve?:	Perpetual
Who will the entity be managed by?:	Managers
Electronic Signature:	Christopher J. Lukaart

ARTICLES OF ORGANIZATION
OF
MS SPRINGFIELD, LLC

The undersigned, acting as organizer ("Organizer"), hereby forms a limited liability company under the Indiana Business Flexibility Act and does hereby adopt as the Articles of Organization of such limited liability company the following:

Article 1. Name. The name of the limited liability company shall be MS Springfield, LLC (the "Company").

Article 2. Registered Office and Registered Agent.

A. The street address of the registered office of the Company in Indiana is 109 West Jackson Street, P.O. Box 767, Cicero, Indiana 46034.

B. The name of the registered agent of the Company at the above registered office is Christopher J. Lukaart, Esq.

Article 3. Effective Date and Duration.

A. These Articles of Organization and the formation of the Company shall be effective as of the date of filing the Articles of Organization (the "Effective Date").

B. The Company shall come into existence on the Effective Date and the duration of the Company shall be perpetual until dissolution in accordance with the Company's Operating Agreement, as amended from time to time.

Article 4. Manager. The Company shall be managed by one or more Managers (who may be non-Members) in accordance with the Operating Agreement of the Company.

Article 5. Purpose. The Company shall have unlimited power to engage in and do any lawful act covering any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Indiana, including all powers and purposes now and hereafter permitted by law to a limited liability company.

Dated: August 17, 2010

Christopher J. Lukaart, Organizer

OPERATING AGREEMENT
OF
MS SPRINGFIELD, LLC

This Operating Agreement ("Agreement") is made effective as of August 17, 2010 by Mainstreet Property Group, LLC, an Indiana limited liability company, as the sole member (the "Member"). Despite there only being one member as of the date of this Agreement, "Members" shall be used in this Agreement to mean the members of the Company, from time to time.

WHEREAS, the Member desires to form and establish a limited liability company and has filed Articles of Organization with the Indiana Secretary of State for that purpose in accordance with the Indiana Business Flexibility Act;

NOW THEREFORE, the Member hereby adopts the following Operating Agreement for MS Springfield, LLC ("Company") pursuant to the provisions of the laws of the State of Indiana upon the terms hereinafter set forth:

ARTICLE I

Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.01. "Act" shall mean the Indiana Business Flexibility Act of the State of Indiana, as amended from time to time.

1.02. "Agreement" shall mean this Operating Agreement as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

1.03. "Capital Contribution" shall mean any contribution of cash or other property which is required to be made to the Company pursuant to the provisions of Sections 3.01 and 3.02 hereof.

1.04. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time unless otherwise indicated.

1.05. "Company" shall mean the Company formed pursuant to the terms of this Agreement and the provisions of the Act, as such Company may from time to time be constituted.

1.06. "Company Interest" shall mean the percentage Interests of the Company of the Members from time to time as set forth on Schedule A attached hereto (which Schedule A shall be amended from time to time to reflect any adjustments in the Company Interests of the Members).

1.07. "Fiscal Year" shall mean the calendar year or such other fiscal year of the Company as may be determined by the Members for federal income tax reporting purposes. Such term shall also refer to any short taxable year of the Company.

1.08. "Gain From a Disposition" shall mean any net gain determined in accordance with the Code included in the Company's Net Profit or Net Loss for any fiscal year resulting from (a) the sale, foreclosure, exchange or other disposition of all or a substantial portion of any asset of the Company and (b) the condemnation or taking of or casualty to all or a substantial portion of any asset of the Company.

1.09. "Interests" shall mean the entire ownership interests of the Members in the Company at any particular time, including the right of the Members to any and all benefits to which the Members may be entitled as provided in this Agreement, together with the obligations of the Members to comply with all the terms and provisions of this Agreement.

1.10. "Loss From a Disposition" shall mean any net loss determined in accordance with the Code included in the Company's Net Profit or Net Loss for any Fiscal Year resulting from (a) the sale, foreclosure, exchange or other disposition of all or a substantial portion of any asset of the Company and (b) the condemnation or taking of or casualty to all or a substantial portion of any asset of the Company.

1.11. "Members" shall initially mean Mainstreet Property Group, LLC, and shall hereafter refer to the Members, in the aggregate, as they exist at such time.

1.12. "Net Cash Flow" shall mean, with respect to any fiscal period, the sum of all cash receipts of the Company from fees for services, and any and all other sources (excluding, however, capital contributions and transactions the proceeds from which are included for purposes of determining Net Proceeds of any Sale or Net Proceeds of Financings) less the sum of the following expenditures paid out of such cash receipts:

(i) payments of salaries, advertising and promotion, rental, insurance, management expenses, utilities, repairs and maintenance, accounting services, equipment, supplies, and any and all other items which are customarily considered to be "operating expenses";

(ii) payments of interest, principal and other charges with respect to any and all loans or other indebtedness of the Company, including loans or other indebtedness of the Company to the Members incurred in accordance with the provisions of this Agreement;

(iii) payments made in connection with the organization of the Company;

(iv) payments of any and all amounts of compensation to the Members and Affiliates;

(v) any and all other cash expenditures of the Company, except distributions to the Members pursuant to Articles V or X hereof; and

(vi) amounts set aside as additions to reasonable reserves established by the Members for working capital, contingent liabilities or as otherwise deemed by the Members as reasonably necessary to meet the current and anticipated future liabilities, obligations and operating and capital expenditures of the Company.

1.13. "Net Loss" shall mean, with respect to any Fiscal Year, the net "book" loss of the Company, if any, for such year as determined for federal income tax accounting purposes consistent with the requirements of Section 704(b) of the Code and applicable regulations thereunder.

1.14. "Net Proceeds of Any Sale" shall mean the gross proceeds arising from a sale, exchange, or other disposition of all or a substantial portion of any property of the Company, or from any other transaction giving rise to Gain from a Disposition or Loss from a Disposition less the sum of:

(i) the amount of funds disbursed or to be disbursed (including amounts deducted for adjustments) in connection with or as an expense of such sale, including without limitation all broker's fees and attorneys' fees;

(ii) the amount necessary for the payment of all debts and obligations of the Company arising from or otherwise related to such sale or to which the property is subject and which are then to be paid; and

(iii) any amounts set aside by the Members for the reserves described in paragraph (vi) of Section 1.12 hereof arising from or otherwise relating to such sale.

1.15. "Net Proceeds of Financing" shall mean the gross proceeds of any borrowings by the Company, less the sum of:

(i) any amounts used to repay then existing indebtedness of the Company or to pay or provide for any and all liabilities and obligations of the Company then due;

(ii) all expenses of such borrowings including, without limitation, all commitment fees, broker's commissions and attorneys' fees;

(iii) any amounts paid to acquire or in connection with the acquisition of any real or personal property of the Company;

(iv) any amounts used for any purpose in order to satisfy conditions to or established in connection with such borrowings; and

(v) any amounts set aside by the Members for the reserves described in paragraph (vi) of Section 1.12 hereof arising from or otherwise relating to such borrowings.

1.16. "Net Profit" shall mean, with respect to any Fiscal Year, the net "book" income of the Company, if any, for such year as determined for federal income tax accounting purposes.

1.17. "Person" shall mean an individual, corporation, company, limited liability company, joint venture, trust, estate or unincorporated business association or organization or other legal entity.

ARTICLE II

General Provisions

2.01. Name of the Company. The name of the Company shall be MS Springfield, LLC or such other name as the Members may from time to time determine. The Members shall cause to be filed on behalf of the Company such assumed or fictitious name certificate or certificates as may from time to time be required by law.

2.02. Purposes of the Company.

(a) Business. The business of the Company shall be to engage in any lawful business. The Company may directly carry on any such activities or may do so as a joint venturer or partner with any other Person or Persons.

(b) Authorized Activities. In carrying out the purposes of the Company, but subject to all other provisions of this Agreement, and without limitation, the Company is authorized to:

(i) Acquire, hold, rent, lease and otherwise manage, operate, construct, reconstruct, improve, renovate, rehabilitate, maintain, finance, sell, transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of any real or personal property or interests therein that may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(ii) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and to extend, repay, and renegotiate the terms of any such indebtedness, and to secure the same by mortgage, assignment, pledge, or grant of other security interest on assets of the Company;

(iii) Enter into, perform, and carry out contracts and agreements of any kind, including contracts with the Members or any of them, necessary or

convenient or incidental to the accomplishment of the purposes of the Company;

(iv) Bring and defend actions at law or in equity;

(v) Make prudent interim investments, including, without limitation, obligations of federal, state and local governments or their agencies, mutual funds, commercial paper, money-market funds, and bank certificates of deposit; and

(vi) Engage in any kind of lawful activity, and perform and carry out contracts of any kind and execute, acknowledge, and deliver instruments of any kind that are necessary or convenient and permitted by the Act in connection with the accomplishment of the purposes of the Company.

2.03. Agent for Service of Process. Christopher J. Lukaart shall be the Company's agent for service of process within the State of Indiana and for such purpose the address for service shall be 109 West Jackson Street, P.O. Box 767, Cicero, Indiana 46034.

2.04. Place of Business of the Company. The principal place of business of the Company shall be located at 109 West Jackson Street, P.O. Box 767, Cicero, Indiana 46034. The Members may, at any time and from time to time, change the location of the Company's principal place of business, and may establish such additional place or places of business of the Company as they may from time to time determine.

2.05. Duration of the Company. The duration of the Company shall be perpetual, unless terminated in accordance with Article X hereof, or as otherwise provided by law.

2.06. Member's Name and Address. The names and addresses of the Members are set forth on Schedule A attached hereto.

2.07. Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of a nominee, which nominee may be one or more individuals, companies, corporations, trusts and other entities.

ARTICLE III

Capital Contributions, Member Loans, Capital Accounts

3.01. Initial Capital Contributions.

The Members have made or shall make contributions to the capital of the Company of cash and property in the amounts, at the agreed values and at the times set forth opposite each Member's name on Schedule A attached hereto and incorporated herein by reference. No

interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by such Member, except as specifically provided in this Agreement. No Member shall be required to make any additional contributions to the capital of the Company.

3.02. Member Capital Accounts. The Company shall maintain a separate capital account for each Member. The Member's initial capital account balance shall equal such Member's initial contribution to the capital of the Company as provided in Section 3.01(a) of this Agreement. The Member's capital account shall thereafter be increased (i) by any cash, or the fair market value of any property thereafter contributed by the Member (net of liabilities assumed by the Company and liabilities to which the contributed property is subject), (ii) by the amount of any Company liabilities that are assumed by the Member, (excluding liabilities described in clause (iv) of the sentence next following), and (iii) by the Member's distributive share of the Company's income and gain (or items thereof). The Member's capital account shall be decreased (i) by the Member's distributive share of the Company's loss and deductions (or item thereof) (except items described in clause (iii) hereinbelow), (ii) by the amount of the Member's individual liabilities that are assumed by the Company (excluding liabilities described in clause (i) of the next preceding sentence, except to the extent, if at all, that the liabilities exceed the fair market value of the property contributed), and (iii) by the amount of cash, or the fair market value of any property distributed by the Company to the Member (net of liabilities assumed by the Member and liabilities to which the distributed property is subject).

3.03 Member Loans. In the event that funds are needed by the Company for its operations, Members may loan such funds to the Company under such terms and conditions as may be agreed to between the Members and the Company.

ARTICLE IV

Allocation of Profits or Losses

4.01. Allocation of General Profits and Losses. Except as otherwise provided in Sections 4.02 or 4.03 hereof, the Net Profit or Net Loss, as the case may be, as of the end of any Fiscal Year shall be allocated to the Members in proportion to their Company Interest.

4.02. Allocation of Gains from Dispositions. Any Gain from a Disposition shall be allocated to the Members in proportion to their Company Interest.

4.03. Allocation of Losses from Dispositions. Any Loss from a Disposition shall be allocated to the Members in proportion to their Company Interest.

ARTICLE V

Distributions

5.01. Distribution of Net Cash Flow. The Members shall cause distributions to be made in proportion to each Member's Company Interest at such times and in such amounts as the Members may determine of Net Cash Flow.

5.02. Distribution of Net Proceeds of Sales and Financings. The Net Proceeds of any Sale or the Net Proceeds of Financing shall at the discretion of the Members be distributed to and allocated to the Members in proportion to each Member's Company Interest.

ARTICLE VI

Management

6.01. Management of the Company.

(a) Management and Duties. The Manager shall be responsible, on a day-to-day basis, for the operation of the business of the Company. The initial manager shall be Mainstreet Asset Management, Inc. The Manager shall have full authority to execute proxies on behalf of the Company, to vote shares owned by it in any other Company, and to execute powers of attorney appointing other corporations, partnerships, or individuals the agent of the Company, all subject to the provisions of the Indiana Business Flexibility Act, as from time to time amended, the Articles of Organization and this Operating Agreement.

(b) Election and Removal. The Manager may be removed and a new Manager elected at any time by a vote of a majority of the Members, whether at a meeting at which a quorum of the Members is present or by unanimous written consent executed by all of the then-existing Members.

(c) General Powers. The Company, acting through the Manager, shall have all the powers permitted by law which are necessary or desirable in carrying out the purposes of the Company.

(d) Indemnification. The Manager and the Members shall be indemnified by the Company for any loss or liability paid or incurred by any such Manager or Member, and all fees, costs and expenses associated therewith including, without limitation, reasonable attorneys' fees, costs and expenses arising out of or related to any act performed by them within the scope of the authority conferred upon them by this Agreement; provided, however, such indemnity shall be payable only if such Manager or Member (i) acted in good faith and in a manner such Manager or Member reasonably believed to be in, or not opposed to, the best interests of the Company and such Member, and (ii) had no reasonable grounds to believe that such Manager's or Member's conduct was negligent or unlawful. No indemnification may be made with respect to any act or omission of such Manager or Member for which such Manager or Member shall have been adjudged to be liable for recklessness or willful misconduct in the performance of such

Manager's or Member's duty to the Company unless, and only to the extent that the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for negligence or willful misconduct, such Manager or Member is fairly and reasonably entitled to indemnity for those expenses which the court deems proper. To the extent not covered by insurance maintained by the Company, any indemnity under this subsection shall be paid from, and only to the extent of, Company assets. With regard to any action indemnified under this sub-section, the Company shall advance payment for expenses relating to such indemnification to the Manager or Member being indemnified or to the party to whom the expense is owed, as such expenses become due and payable.

6.02. Services of the Manager. During the existence of the Company, each Manager shall devote such time and effort to the Company business as may be necessary to promote adequately the interests of the Company and the interests of the Members.

ARTICLE VII

Officers of the Company

7.01. Officers. The officers of the Company shall consist of a Chief Executive Officer, President and Secretary, and may also consist of a Vice President, Treasurer and any other offices that may be created by the Manager. Any two or more offices may be held by the same person. The Manager by resolution may create and define the duties of other offices in the Company and shall elect or appoint persons to fill all such offices. Election or appointment of an officer shall not of itself create contract rights.

7.02. Vacancies. Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the Company, or otherwise, the same shall be filled by the Manager, and the officer so appointed shall hold office until his successor is chosen and qualified.

7.03. Chief Executive Officer. The Chief Executive Officer shall discharge all the duties which devolve upon a presiding officer, and perform such other duties as this Operating Agreement provides, or the Manager may prescribe.

7.04. President. The President shall perform all duties incumbent upon the Chief Executive Officer during the absence or disability of the Chief Executive Officer, and perform such other duties as this Operating Agreement or the Manager may prescribe.

7.05 Secretary. The Secretary shall have the custody and care of the Company records, minutes and Membership Interest books of the Company. The Secretary shall attend all meetings of the members, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings. The Secretary shall attend to the giving and serving of all notices of the Company, shall file and take charge of all papers and documents belonging to the Company and shall perform such other duties as this Operating Agreement may require or the Manager may prescribe.

7.06. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Company. The Treasurer shall be the legal custodian of all moneys, notes, securities and other valuables which may, from time to time, come into the possession of the Company. The Treasurer shall immediately deposit all funds of the Company received by the Treasurer in some reliable bank or other depository to be designated by the Manager, and shall keep such bank account in the name of the Company. The Treasurer shall furnish to the Manager, whenever requested, a statement of the financial condition of the Company, and shall perform such other duties as this Operating Agreement may require or the Manager may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Manager.

7.07. Delegation of Authority. In case of the absence of any officer of the Company, or for any other reason that the Manger may deem sufficient, the Manger may delegate the powers and duties of such officer to any other officer, for the time being.

7.08. Resignation and Removal. An officer may resign at any time by delivering written notice to the Manager or the Secretary of the Company. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, its Manager may fill the pending vacancy before the effective date if the Manager provides that the successor does not take office until the effective date. The Manager may remove any officer at any time with or without cause.

7.09. Execution of Documents. Unless otherwise provided by the Manager, all contracts, leases, commercial papers and other instruments in writing and legal documents shall be signed by the Chief Executive Officer or the President, and may be attested by the Secretary. All bonds, deeds and mortgages shall be signed by the Chief Executive Officer or the President and attested by the Secretary. All certificates of shares shall be signed by the Secretary.

All checks, drafts, notes and orders for the payment of money shall be signed by those officers or employees of the Company as the Manager may, from time to time designate.

ARTICLE VIII

Books, Records and Bank Accounts

8.01. Books and Records. The Members shall keep at the Company's principal place of business just and true books of account with respect to the operation of the Company. The books of the Company shall be kept on the cash basis of accounting, or on such other basis of accounting as the Members may determine, and otherwise in accordance with accounting methods employed for federal income tax reporting purposes, and shall be closed and balanced at the end of each Fiscal Year of the Company and at such other times as the Members may determine is appropriate.

8.02. Fiscal Year. The Fiscal Year of the Company shall be the calendar year.

8.03. Bank Accounts. The Manager shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred in connection with the business of the Company, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the Company, and no other funds shall in any way be commingled with such funds.

ARTICLE IX

Tax Returns, Elections, Allocations

9.01. Company Tax Returns. The Manager shall arrange for the preparation and filing of all necessary tax returns of the Company.

9.02. Tax Elections; Accounting. The Members shall, from time to time, make such tax elections as they deem necessary or desirable in their sole discretion to carry out the business of the Company or the purposes of this Agreement.

ARTICLE X

Dissolution

10.01. Dissolution. The Company shall be dissolved upon the earliest to occur of the following:

(i) The consent of all of the Members;

(ii) The cessation of the carrying on by the Company of all business, financial operations, and ventures of the Company;

(iii) The entry of a decree or order by a court of competent jurisdiction adjudging the Company bankrupt or insolvent; or the institution by the Company of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or similar proceeding under the law of any jurisdiction; or the institution of any such proceedings against the Company which shall remain undismissed for a period of 60 days; or the application for or consent to the appointment of any receiver, trustee, custodian or similar officer for the Company, or for all or any substantial part of its property; or the appointment of any such receiver, trustee, custodian or any similar officer without the application or consent of the Company, as the case may be, and such appointment shall continue undischarged for a period of 60 days; or

(iv) the happening of any other event resulting in dissolution under the Act or any other applicable law of the State of Indiana.

10.02. Distribution Upon Dissolution.

(a) Upon the dissolution of the Company, its affairs shall be wound up and it shall be liquidated and the proceeds of such liquidation and the Company's other assets shall be distributed as follows:

(i) All of the Company's ascertained debts and liabilities to creditors shall be promptly paid and discharged in the order provided by applicable law.

(ii) A reserve shall be set aside in an amount reasonably required to provide for contingent or other liabilities.

(iii) The Company's Net Profit or Net Loss (including without limitation any Gain from a Disposition or Loss from a Disposition resulting from any sales or other dispositions of Company property in connection with the liquidation of the Company) shall be computed and shall be allocated to the Members in accordance with Article IV hereof, and each Member's capital account shall be adjusted in accordance with Section 3.02 hereof.

(iv) Distribution shall be made to the Members in accordance with Section 5.01 hereof of any and all Net Cash Flow, and distribution shall be made to the Members in accordance with Section 5.02 hereof of any and all Net Proceeds of Sales and Financings, and each Member's capital account shall be adjusted in accordance with Section 3.02 hereof.

(v) The remainder of the Company's assets shall be distributed, in liquidation of the Interests of the Members.

(b) Distribution of cash or property to the Members in accordance with the provisions of paragraph (a) hereof shall constitute a complete return to each Member of the Member's Interest in the Company assets.

(c) The winding up of the Company's affairs and the liquidation and distribution of its assets shall, subject to the provisions of the Act, be conducted by the Members, which are authorized to do any and all acts authorized by law for these purposes, or by a duly authorized liquidator.

ARTICLE XI

Exculpation and Indemnification.

11.01. Neither the Members nor any Officer, Manager, employee or agent of the Company nor any employee, representative, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner

reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

11.02. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, claim or expense (including reasonable attorney's fees) incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Article XI by the Company shall be provided out of and to the extent of Company assets only, and the Members shall not have personal liability on account thereof.

11.03. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Article XI.

11.04. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

11.05. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

11.06. The provisions of this Article XI shall survive any termination of this Agreement. No amendment to this Agreement may retroactively alter the rights of any prior or current Member under this Article XI.

ARTICLE XII

Miscellaneous

12.01. Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

12.02. Amendment of Operating Agreement. No amendment shall become effective unless it has been approved in writing and executed by the Members.

12.03. Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

12.04. Captions. Titles or captions of Articles or Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.05. Gender. The use of the masculine personal pronoun shall be deemed to mean the appropriate pronoun applicable to the number or gender of the person to whom or which it refers, as the context may require.

12.06. Counterparts. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one agreement.

12.07. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the day and year first above written.

Mainstreet Property Group, LLC,
an Indiana limited liability company

By: _____
Paul Ezekiel Turner, CEO

SCHEDULE A

Capital Contributions and Company Interests

Name and Address of Member	Initial Capital Contribution	Company Interest Percentage
Mainstreet Property Group, LLC 109 West Jackson Street Cicero, Indiana 46034	$ 1,000	100%

MAINSTREET CAPITAL PARTNERS, LLC

UNANIMOUS WRITTEN CONSENT
RESOLUTIONS OF THE MEMBERS

The undersigned, being all the members of Mainstreet Capital Partners, LLC ("**Company**"), an Indiana Limited Liability Company, pursuant to authority granted under the provisions of the Indiana Business Flexibility Act, as amended, hereby consents to the adoption of the following resolutions, in writing, without a meeting:

WHEREAS, MS Springfield, LLC, an Indiana limited liability Company ("**Borrower**"), is borrowing the principal amount of up to $10,360,000.00 from Town & Country Bank ("**Bank**"), pursuant to that certain loan agreement dated as of October 14th, 2011 (the "**Loan Agreement**") by and between the Company and Bank (the "**Loan**");

WHEREAS, the proceeds of the Loan shall be used to facilitate the construction of a 75 bed nursing facility located at 3089 Old Jacksonville Road, in the City of Springfield, County of Sangamon, Illinois ("**Real Estate**");

WHEREAS, the primary terms of the Loan Agreement to be entered into by the Borrower and Bank have been identified to and reviewed by the Members;

WHEREAS, The Bank desires that the Company enter into a guaranty ("**Guaranty**") as a condition of the Bank entering into the Loan Agreement and making a Loan;

NOW, THEREFORE, BE IT RESOLVED, that the Members hereby approve the Guaranty;

FURTHER RESOLVED, that Paul Ezekiel Turner as a member and President of the Company is hereby authorized, directed and empowered on behalf of the Company to take the following actions:

(1) To negotiate, enter into and execute the Guaranty and any other such agreements, documents, certificates and instruments as necessary or required in connection therewith, together with any modifications thereto (collectively to "**Credit Facility Documents**"), all containing such terms and provisions as the President determines is in the best interest of the Company; and

(2) To execute and deliver to Bank, any and all resolutions, agreements, certificates, documents, confirmations, amendments, instruments, or acknowledgments necessary or desired to effect or otherwise necessary to allow Borrower to consummate the Loan, or any of the aforementioned agreements and amendments which are incidental thereto, as such Officer may in his discretion deem reasonably necessary or proper in order to effectuate the provisions of these Resolutions;

FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Bank may rely on these Resolutions until notice of their revocation shall have been delivered to and received by Bank. Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given;

FURTHER RESOLVED, that these Resolutions may be executed in the original or by telecopy in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Members.

Dated: 10/18/11

Paul Ezekiel Turner

Dated: 10/18/11

Paul Eric Turner

MAINSTREET PROPERTY GROUP, LLC

UNANIMOUS WRITTEN CONSENT
RESOLUTIONS OF THE MEMBERS

The undersigned, being all the members of Mainstreet Property Group, LLC ("**Company**"), an Indiana Limited Liability Company, pursuant to authority granted under the provisions of the Indiana Business Flexibility Act, as amended, hereby consents to the adoption of the following resolutions, in writing, without a meeting:

WHEREAS, MS Springfield, LLC, an Indiana limited liability Company ("**Borrower**"), is borrowing the principal amount of up to $10,360,000.00 (the "**Loan**") from Town & Country Bank ("**Bank**"), pursuant to that certain Promissory Note dated as of October 19, 2011 (the "**Note**") from the Borrower to Bank and the Loan Addendum dated October 19, 2011 by and between Borrower, OJCC Realty, LLC, an Illinois limited liability company ("**OJCC Realty**"), OJCC, LLC, an Illinois limited liability company ("**OJCC**"), and Bank (collectively with the Note, the "**Loan Agreement**");

WHEREAS, the proceeds of the Loan shall be used to facilitate the construction of a 75 bed nursing facility located at 3089 Old Jacksonville Road, in the City of Springfield, County of Sangamon, Illinois ("**Real Estate**");

WHEREAS, the primary terms of the Loan Agreement to be entered into by the Borrower and Bank have been identified to and reviewed by the Members;

WHEREAS, the Bank desires that the Company enter into the guaranty of the Loan dated October 19, 2011 ("**Guaranty**") as a condition of the Bank entering into the Loan Agreement and making the Loan;

NOW, THEREFORE, BE IT RESOLVED, that the Members hereby approve the Guaranty;

FURTHER RESOLVED, that Mainstreet Asset Management, Inc., an Indiana corporation, Paul Ezekiel Turner, Chief Executive Officer and V. Edward Grogg, President of the Company, each acting either jointly or singly (each, an "**Authorized Representative**"), are hereby authorized, directed and empowered on behalf of the Company to take the following actions:

(1) To negotiate, enter into, execute and deliver the Guaranty and any other such agreements, documents, certificates and instruments as necessary or required in connection therewith, together with any modifications thereto (collectively to "**Credit Facility Documents**"), all containing such terms and provisions as an Authorized Representative determines is in the best interest of the Company; and

(2) To execute and deliver to Bank, the Guaranty and any and all resolutions, agreements, certificates, documents, confirmations, amendments, instruments, or acknowledgments necessary or desired to effect or otherwise necessary to allow Borrower to consummate the Loan, or any of the aforementioned agreements and amendments which are incidental thereto, as such Authorized Representative may in his discretion deem reasonably necessary or proper in order to effectuate the provisions of these Resolutions;

FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Bank may rely on these Resolutions until notice of their revocation shall have been delivered to and received by Bank. Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given;

FURTHER RESOLVED, that these Resolutions may be executed in the original or by telecopy in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Members.

Dated: October 19, 2011

V. Edward Grogg

Dated: October 19, 2011

P. Eric Turner

Dated: October 19, 2011

MAINSTREET CAPITAL PARTNERS, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By:
Name Paul Ezekiel Turner
Title: President

MAINSTREET ASSET MANAGEMENT, INC.

UNANIMOUS WRITTEN CONSENT
RESOLUTIONS OF THE SHAREHOLDERS AND
BOARD OF DIRECTORS

The undersigned, being all the Shareholders and sole Director of Mainstreet Asset Management, Inc. ("**Corporation**"), an Indiana Corporation, hereby consents to the adoption of the following resolutions, in writing, without a meeting in accordance with the Corporation's Articles of Incorporation and By-Laws:

WHEREAS, the Corporation is the manager of MS Springfield, LLC, an Indiana limited liability Company ("**Borrower**"), Mainstreet Capital Partners, LLC, an Indiana Limited Liability Company ("**Mainstreet Capital**"), and Mainstreet Property Group, LLC, an Indiana limited liability company ("**Mainstreet Property**", and collectively with Borrower and Mainstreet Capital, the "**Companies**");

WHEREAS, Borrower is borrowing the principal amount of up to $10,360,000.00 (the "**Loan**") from Town & Country Bank ("**Bank**"), pursuant to that certain Promissory Note dated as of October 19, 2011 (the "**Note**") from the Borrower to Bank, the Loan Addendum dated October 19, 2011 by and between Borrower, OJCC Realty, LLC, an Illinois limited liability company ("**OJCC Realty**"), OJCC, LLC, an Illinois limited liability company ("**OJCC**"), and Bank (collectively with the Note, the "**Loan Agreement**"), the Real Estate Mortgage dated October 19, 2011 (the "**Mortgage**") given by Borrower and OJCC Realty for the benefit of Bank as security for the Note and covering the property located at 3089 Old Jacksonville Road, in the City of Springfield, County of Sangamon, Illinois ("**Real Estate**");

WHEREAS, the proceeds of the Loan shall be used to facilitate the construction of a 75 bed nursing facility located at the Real Estate;

WHEREAS, the primary terms of the Loan Agreement to be entered into by the Borrower and Bank have been identified to and reviewed by the Shareholders and Sole Director;

WHEREAS, the Bank desires that the Corporation, Mainstreet Capital and Mainstreet Properties enter into guaranties of the Loan (collectively, the "**Guaranties**") as a condition of the Bank entering into the Loan Agreement and making the Loan;

NOW, THEREFORE, BE IT RESOLVED, that the Shareholders and Sole Director hereby approve the Loan and Guaranties on behalf of the Companies;

FURTHER RESOLVED, that Paul Ezekiel Turner, President and V. Edward Grogg, Vice-President of the Corporation, each acting singly in their official capacity (each, an "**Authorized Representative**"), are hereby authorized, directed and empowered on behalf of the

Corporation and as manager of Borrower, Mainstreet Capital and Mainstreet Properties as applicable to take the following actions:

(1) To negotiate, enter into and execute the Guaranties and any other such agreements, documents, certificates and instruments as necessary or required in connection therewith, together with any modifications thereto, and to negotiate, enter into and execute the Loan Agreement, Mortgage, each of the other Loan Documents (as defined in the Loan Agreement), and any and all such other agreements and instruments that Bank may require to evidence or secure the Loan, to establish and maintain deposit accounts, lockboxes and other banking relationships, and such other agreements, commitment letters, promissory notes, guaranties, security agreements and other documents, certificates and instruments as necessary or required in connection therewith, together with any modifications thereto (all of the foregoing being collectively the "**Credit Facility Documents**"), all containing such terms and provisions as an Authorized Representative determines is in the best interest of the Companies;

(2) To execute and deliver to Bank, the Note, on forms agreed upon by Bank and the Borrower, at such rates of interest and on such terms as may be agreed upon by the Company and Borrower, evidencing the sums of money so borrowed or any indebtedness of the Borrower to Bank, and also to negotiate, execute and deliver to Bank one or more renewals, extensions, modifications, refinancing, consolidations, or substitutions for the Note, the Loan Agreement and the other Credit Facility Documents;

(3) To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Bank, as security for the payment of the Borrower's obligations, indebtedness and liabilities arising under the Loan Agreement, any promissory note so executed, or any other or further indebtedness of any of the Companies to Bank at any time owing, however the same may be evidence, and, if the Company deems it to be in its best interest, any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all real property and all personal property of the Company. Such property may be mortgaged, pledged, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, or encumbered;

(4) To execute and deliver to Bank the forms of pledge agreements and other security agreements and financing statements which may be submitted by Bank, and which shall evidence the terms and conditions under an pursuant to which such liens and encumbrances, or any of them, are giving; and also to execute and deliver to Bank

any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may in their discretion deem reasonably necessary or proper in connection with or pertaining to the giving of the liens and encumbrances; and

(5) To execute and deliver to Bank, any and all resolutions, agreements, certificates, documents, confirmations, amendments, instruments, or acknowledgments necessary or desired to effect or otherwise necessary to allow Companies to consummate the Loan, or any of the aforementioned agreements and amendments which are incidental thereto, as such Authorized Representative may in his discretion deem reasonably necessary or proper in order to effectuate the provisions of these Resolutions.

FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Bank may rely on these Resolutions until notice of their revocation shall have been delivered to and received by Bank. Any such notice shall not affect any of the Companies agreements or commitments in effect at the time notice is given;

FURTHER RESOLVED, that these Resolutions may be executed in the original or by telecopy in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument; and

FURTHER RESOLVED, that these Resolutions shall be filed with the minutes of the proceedings of the Corporation.

Dated: 10/19/11

Paul Ezekiel Turner, Shareholder and Sole Director

Dated: 10-19-2011

V. Edward Grogg, Shareholder

AGREEMENT TO ASSIGN
MEMBERSHIP INTEREST
IN
OJCC REALTY, LLC
(An Illinois Limited Liability Company)

This AGREEMENT TO ASSIGN MEMBERSHIP INTEREST (this "**Assignment**") is made and entered into to be effective as of October 19, 2011 (the "**Effective Date**"), by and between BENJAMIN KLEIN, BRIAN LEVINSON AND MARK SHAPIRO (collectively, the "**Assignor**") and MS SPRINGFIELD, LLC (the "**Assignee**").

WHEREAS, Benjamin Klein owns a 33.33% membership interest in OJCC Realty, LLC, an Illinois limited liability company (the "**Company**"), pursuant to the Operating Agreement of the Company ("**Operating Agreement**");

WHEREAS, Brian Levinson owns a 33.33% membership interest in the Company, pursuant to the Operating Agreement;

WHEREAS, Mark Shapiro owns a 33.33% membership interest in the Company, pursuant to the Operating Agreement; and

WHEREAS, The Company and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of July 28, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey his entire membership interest (the "**Membership Interest**") in the capital, profits, and losses of the Company to Assignee, and whereas the Assignee desires to accept the Membership Interest and the capital, profits, and losses allocable to the Membership Interest.

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Membership Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees to execute and deliver the Assignment attached hereto as ***Exhibit A***, pursuant to which Assignor shall transfer, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Membership Interest, free and clear of all liens, encumbrances, security interests, claims, or options of any kind or nature but without any other warranties or representations, except as set forth herein and in the Option Agreement.

2. Representations of Assignor. Assignor hereby represents that the Membership Interest is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Company. Assignor further represents that the Membership Interest will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature. Assignor makes no other warranties regarding the Membership Interest.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Membership Interest in accordance with the terms of this Assignment.

4. Waiver of Transfer Restrictions and Requirements. To the extent any provisions in the Agreement of the Company set forth any requirements or procedures regarding the transfer of membership interests in the Company, including but not limited to any required vote of the members or delivery of opinions or certificates prior to a transfer, the parties hereto agree that such provisions and requirements are hereby waived.

5. Future Cooperation. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested by the other party for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

7. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

9. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____

Benjamin Klein

_____

Brian Levinson

_____

Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____

Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

Mark Shapiro
_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Assign Membership Interest effective as of the date first indicated above.

ASSIGNOR:

_____
Benjamin Klein

_____
Brian Levinson

_____
Mark Shapiro

ASSIGNEE:

MS SPRINGFIELD, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

Assignment of Membership Interests

The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

_____
Benjamin M. Klein

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

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Brian Levinson

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

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Mark Shapiro

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

Exhibit A

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The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising _____% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

_____

Assignee hereby accepts the transfer of _____% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

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Benjamin M. Klein

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel T

Paul Ezekiel Turner, Chief Executive Officer

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Brian Levinson

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel T

Paul Ezekiel Turner, Chief Executive Officer

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The undersigned member ("Assignor") hereby assigns his entire membership interests, comprising 33.33% of the membership interests in OJCC Realty, LLC, to MS Springfield, LLC ("Assignee").

Mark Shapiro

Assignee hereby accepts the transfer of 33.33% of the membership interests in OJCC Realty, LLC.

MS Springfield, LLC

By: Paul Ezekiel Turner

Paul Ezekiel Turner, Chief Executive Officer

ASSIGNMENT
OF
PERMIT

THIS ASSIGNMENT OF PERMIT (this "**Assignment**") is entered into effective as of the 19 day of OCTOBER, 2011, by and between OJCC Realty, LLC, an Illinois limited liability company ("**Realty**") and OJCC, LLC, an Illinois limited liability company ("**Operator**", collectively with Realty, "**Assignor**") and MS SPRINGFIELD, LLC, an Indiana limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Realty is the owner of the real estate located at 3089 Old Jacksonville Road, Springfield, Illinois 62704, and the improvements located thereon (the "**Real Estate**"), and the furniture, furnishings, equipment, fixtures and other personal property located thereon (the "**Personal Property**"; the Real Estate and Personal Property are hereinafter referred to collectively as the "**Property**");

WHEREAS, Assignor holds the Certificate of Need issued pursuant to the Illinois Health Facilities Planning Act (20 ILCS 3960) (the "**Permit**"), and in accordance with which only Assignor is allowed to develop and operate a nursing home facility on the Real Estate;

WHEREAS, Assignor and Assignee have entered into that certain Option Agreement (the "**Option Agreement**") dated as of July 28, 2010, and in connection therewith and pursuant to the Option Agreement, but also subject to the Option Agreement, Assignor desires to transfer and convey its interest in the Permit (the "**Permit Interest**"), and whereas the Assignee desires to accept the Permit Interest; and

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. Assignment of Permit Interest. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the Permit.

2. Representations of Assignor. Assignor hereby represents that the Permit is owned by Assignor free and clear of any liens, encumbrances, security interests, claims, or options, and constitutes Assignor's entire interest in the Permit. Assignor further represents that the Permit will be sold, transferred, assigned and conveyed to Assignee free and clear of any liens, encumbrances, security interests, claims, or options of any kind or nature.

3. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of the Permit in accordance with the terms of this Assignment.

4. Future Cooperation. Assignor agrees to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute any further deeds, bills of sale, assignments, releases, assumptions, notifications, consents or other documents as may be reasonably requested by Assignee or required by the Illinois Health Facilities Planning

Board for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Assignment, and any of the parties to this Assignment may execute this Assignment by signing any of the counterparts.

6. Fax Signatures. Any counterpart of this Assignment may be executed via facsimile transmission.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

8. Option Agreement Controls. To the extent this Assignment conflicts with or contravenes any terms or provisions of the Option Agreement, the parties hereto acknowledge and represent that the terms and provisions of the Option Agreement control.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Manager

OJCC, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Manager

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first indicated above.

ASSIGNOR:

OJCC REALTY, LLC

By:_____
Printed: Benjamin M. Klein
Title: Authorized Member

OJCC, LLC

By:_____
Printed:_____
Title:_____

ASSIGNEE:

MS SPRINGFIELD, LLC

By:_____
Paul Ezekiel Turner, Chief Executive Officer

HYPOTHECATION AGREEMENT

This HYPOTHECATION AGREEMENT (the "Agreement") is entered into as of October 19, 2011, between **OJCC REALTY, LLC**, an Illinois limited liability company ("**OJCC Realty**"), **OJCC, LLC**, an Illinois limited liability company ("**OJCC**") and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("**Bank**").

WHEREAS, OJCC Realty is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and MS Springfield, LLC, an Indiana limited liability company ("Borrower") have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, OJCC is an affiliated entity of OJCC Realty, will execute a sublease of the Property with OJCC Realty (the "Sublease"), and will operate the skilled nursing facility;

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, one of the conditions of the Loan is that the Property be pledged as collateral to secure the Loan and that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement;

WHEREAS, it is in interest of OJCC Realty and OJCC that Bank make such Loan and the Project be constructed.

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement in order to induce Bank to make the Loan;

Now Therefore, for good and valuable consideration, the receipt of which the parties hereby acknowledge and in consideration of the Loan or other financial accommodation heretofore or hereafter at any time made or granted by Bank to Borrower and as an inducement to Bank to make, renew or extend the Loan, advance, or other financial accommodation to Borrower, OJCC Realty and OJCC agree as follows:

1. As collateral for the Loan, OJCC Realty and OJCC hereby hypothecate, deliver, pledge, assign and transfer to Bank all of the property described in the Mortgage, including but not limited to the Property, together with their rights under the Sublease and the Lease. OJCC Realty and OJCC shall execute and deliver the Mortgage to Bank and such other assignments and security agreements as Bank shall reasonably request to evidence the granting of the collateral described herein. The Mortgage and collateral shall secure the payment of all obligations of Borrower to Bank, direct, absolute, or contingent, or now or hereafter existing, or due or to become due.

2. OJCC Realty represents to Bank that OJCC Realty is the lawful owner of the Property, free of all claims and liens other than matters established through the public record or which may have been created or permitted by other parties without OJCC Realty's knowledge, the security interest of Bank and prior security interests approved by Bank, with full right to hypothecate, deliver, pledge, assign and transfer the interest of OJCC Realty in the Property.

3. OJCC Realty and OJCC acknowledge and agree that the Lease, the Sublease, the Option Agreement, and their rights to occupy the Property and operate the Project are subordinate to the Mortgage, notwithstanding the order or time of attachment, or the order, time or manner of execution or perfection, or the order or time of filing or recordation of any document or instrument, or method of perfecting a security interest.

4. This Agreement shall be governed by the laws of the State of Illinois. 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 is prohibited by or invalid under such 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. This Agreement may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

5. TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT

TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

In Witness Whereof, the undersigned have executed this Agreement on the date first above written.

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

TOWN AND COUNTRY BANK,
an Illinois banking corporation

By: _____
Grant N. Franklin, Senior Vice President

Acknowledged and Approved:

BORROWER:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

In Witness Whereof, the undersigned have executed this Agreement on the date first above written.

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

TOWN AND COUNTRY BANK,
an Illinois banking corporation

By: _____
Grant N. Franklin, Senior Vice President

Acknowledged and Approved:

BORROWER:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

WRITTEN CONSENT TO ACTION BY
THE MANAGERS OF OJCC REALTY, LLC

The undersigned, being the Managers of OJCC Realty, LLC, an Illinois limited liability company ("Company") acting pursuant to Section15-1(d) of the Illinois Limited Liability Company Act and Article V of the Operating Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the Company is acquiring the property located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois (the "Property") pursuant to a Real Estate Purchase Agreement by and among Joseph J. Angermeier and Shirley J. Angermeier, Husband and Wife as Seller and the Company as Purchaser, dated as of September 18, 2008, as amended and/or restated from time to time (the "Acquisition Transaction");

WHEREAS, the Company is selling the Property to MS Springfield, LLC, an Indiana limited liability company (the "Purchaser") pursuant to an Option Agreement by and between the Company, as Optionor, and the Purchaser, as Optionee, dated as of July 28, 2010, for the Purchaser to improve the Porperty with a licensed 75 bed nursing facility (the "Facility") (the "Option Transaction");

WHEREAS, the Company will lease the Facility pursuant to a Lease Agreement dated as of July 28, 2010, effective as of the Commencement Date, as defined therein, between the Company as Tenant and the Purchaser, as Landlord, as amended and/or restated from time to time (the "Lease Transaction");

WHEREAS, the Company will sublease the Facility pursuant to a Sublease Agreement by and between the Company as sublessor to OJCC, LLC, an Illinois limited liability company, as sublessee (the "Sublessee") (the "Sublease Transaction" and, together with the Acquisition Transaction, the Option Transaction, the Lease Transaction, the "Land Purchase Transaction");

WHEREAS, in order to finance the Option Transaction, the Purchaser desires to enter into a commercial mortgage loan with TOWN AND COUNTRY BANK, an Illinois Banking Corporation as a lender (the "Lender") evidenced by the Promissory Note dated October 19, 2011 made by Purchaser payable to the order of Lender in the principal amount of $10,360,000 (the "Loan Transaction");

WHEREAS, the Managers desire to cause the Company to provide a guaranty to enable Purchaser to enter into the Loan Transaction;

WHEREAS, in connection with the Loan Transaction, the Purchaser's indebtedness will be secured by a guaranty by the Company and a grant of security interest in certain assets of the Company;

WHEREAS, in connection with the Land Purchase Transaction, the Company will execute and deliver certain other documents, instruments, financing statements, certificates and agreements, including, without limitation, control agreements and other collateral documents (the "Land Purchase Transaction Documents");and

WHEREAS, in connection with the Loan Transaction, the Company will execute the following documents (the "Loan Transaction Documents"):

(a) Real Estate Mortgage by the Company and the Purchaser in favor of the Lender;

(b) Assignment of Leases and Rents by the Company and the Purchaser in favor of the Lender;

(c) Signature Addendum;

(d) Assignment of Development Items by and between the Purchaser and the Lender;

(e) Loan Addendum by and among the Purchaser, the Company, the Sublessee, and the Lender;

(f) Lease Reserve Fund Agreement by and among the Company, the Purchaser, and the Lender;

(g) Hypothecation Agreement between the Company, the Sublessee, and the Lender;

(h) Subordination and Nondisturbance Agreement between the Lender, the Purchaser, and the Company.

NOW THEREFORE, BE IT RESOLVED, that the Land Purchase Transaction and the Loan Transaction be and hereby are approved, and in connection with such approval, the Company and Benjamin M. Klein, as the authorized manager of the Company (the "Authorized Manager"), are hereby authorized and empowered to execute and deliver the Land Purchase Transaction Documents and the Loan Transaction Documents (the "Transaction Documents") and to consummate the transactions contemplated thereunder;

FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents, and the transactions contemplated thereby be, and they hereby are, approved, authorized and adopted in all respects, such approval to be conclusively evidenced by the execution and delivery the Transaction Documents by the Authorized Manager.

FURTHER RESOLVED, that the Authorized Manager is hereby authorized and empowered to execute and deliver, in the name and on behalf of the Company, any borrowing requests, agreements, certificates, notes, schedules, consents, waivers, amendments, instruments and other documents as may be necessary or convenient to consummate the transactions contemplated under the Transaction Documents, and perform the Company's obligations thereunder, and to otherwise carry out the intent and purposes of the foregoing resolutions (collectively, the "Other Transaction Documents"), and by doing so, the Company shall be deemed to have approved all of the terms and provisions thereof;

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform the obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Other Transaction Documents;

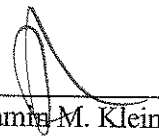
FURTHER RESOLVED, that the Authorized Manager be, and hereby is, authorized to take or cause to be taken all such actions, as in the judgment of such manager may be necessary, desirable or convenient in order to perform the obligations of the Company in connection with the Transaction Documents and the Other Transaction Documents, and to otherwise carry out the intent and the purposes of the foregoing resolutions, and by the doing of such actions shall be conclusive evidence that the same are in all respects hereby fully authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that any action heretofore taken by the Company or by the Authorized Manager on behalf of the Company is hereby fully authorized, approved, ratified and confirmed as the lawful limited liability company action of the Company; and

FURTHER RESOLVED, that this Written Consent to Action may be executed in multiple counterparts, each of which shall be deemed an original, and taken together, shall constitute one and the same instrument.

Remainder of this page left intentionally blank. Signature page follows.

Dated as of _____, 2011



_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

Being all the Managers of the Company

Dated as of _____, 2011

_____
Benjamin M. Klein

_____
Brian Levinson

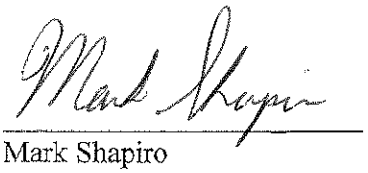
_____
Mark Shapiro

Being all the Managers of the Company

Dated as of _____, 2011

_____
Benjamin M. Klein

_____
Brian Levinson


_____
Mark Shapiro

Being all the Managers of the Company

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 02718626

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: $500
Expedited Fee: $100
Approved By: HAB

FILED
JUL 07 2008
Jesse White
Secretary of State

1. Limited Liability Company Name: OJCC REALTY, LLC

2. Address of Principal Place of Business where records of the company will be kept:
15 BRIGHTON ROAD

SPRINGFIELD, IL 62702

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

ABRAHAM A. GUTNICKI
8320 SKOKIE BLVD
SKOKIE, IL 60077-2545 COOK

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KLEIN, BENJAMIN M.
7444 LONG AVE., SKOKIE, IL 60077

LEVINSON, BRIAN
7444 LONG AVE., SKOKIE, IL 60077

SHAPRIO, MARK
7444 LONG AVE., SKOKIE, IL 60077

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 07, 2008

JEREMY SEGALL
8320 SKOKIE BLVD.
SKOKIE, IL 60077

OJCC REALTY, LLC

OPERATING AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

ARTICLE I DEFINED TERMS 1

ARTICLE II FORMATION AND NAME; OFFICE; PURPOSE; TERM 6

2.1 ORGANIZATION 6
2.2 NAME OF THE COMPANY 7
2.3 PURPOSE 7
2.4 TERM 7
2.5 PRINCIPAL OFFICE AND PLACE OF BUSINESS. 7
2.6 REGISTERED AGENT AND OFFICE 7
2.7 MEMBERS 7
2.8 FISCAL YEAR 7

ARTICLE III MEMBERS; CAPITAL; CAPITAL ACCOUNTS; REPRESENTATION OF MEMBERS 7

3.1 INITIAL CAPITAL CONTRIBUTIONS 7
3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. 7
3.3 ADMISSION OF NEW MEMBERS; MEMBERS' PREEMPTIVE RIGHTS. 8
3.4 NO INTEREST ON CAPITAL CONTRIBUTION. 9
3.5 RETURN OF CAPITAL CONTRIBUTIONS; FORM OF RETURN OF CAPITAL 9
3.6 CAPITAL ACCOUNTS 9
3.7 LOANS 9
3.8 LIABILITY OF MEMBERS FOR COMPANY OBLIGATIONS 9
3.9 NO THIRD PARTY BENEFICIARIES 9
3.10 REPRESENTATION OF MEMBERS 10

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS 10

4.1 DISTRIBUTIONS OF AVAILABLE CASH 10
4.2 DISTRIBUTIONS WITH RESPECT TO TAX 10
4.3 ALLOCATIONS OF PROFIT AND LOSSES 10
4.4 REGULATORY AND OTHER SPECIAL ALLOCATIONS 11
4.5 DISTRIBUTIONS OF PROCEEDS FROM A SALE TRANSACTION. 13
4.6 DISTRIBUTIONS OF PROCEEDS FROM A REFINANCE TRANSACTION. 13
4.7 LIQUIDATION AND DISSOLUTION 13
4.8 DISTRIBUTIONS IN KIND 13

ARTICLE V MANAGEMENT BY MANAGERS; MEMBERS 13

5.1 MANAGEMENT OF THE COMPANY. 14
5.2 LIMITATION ON AUTHORITY OF MEMBERS. 15
5.3 DUTIES OF PARTIES. 15
5.4 INDEMNIFICATION OF THE MANAGERS 16
5.5 POWER OF ATTORNEY. 16
5.6 COMPENSATION; MANAGEMENT FEE. 17
5.7 WITHDRAWAL BY A MANAGER. 17
5.8 REMOVAL OF A MANAGER. A MANAGER MAY BE REMOVED BY THE MEMBERS ONLY PURSUANT TO THIS SECTION 5.8. 18
5.9 RECONSTITUTION OF COMPANY AFTER WITHDRAWAL OR DEATH OF THE MANAGER 18
5.10 MEMBERS; MEETINGS AND VOTING. 19
5.11 PERSONAL SERVICES OF MEMBERS 20

ARTICLE VI TRANSFER OF UNITS AND WITHDRAWALS OF MEMBERS 20

6.1 TRANSFERS IN GENERAL. 20
6.2 PERMITTED TRANSFEREES; TRANSFERS TO INDIVIDUALS RELATED TO MEMBERS. 21

SECTION **PAGE**

6.3 INVOLUNTARY WITHDRAWAL....21
6.4 COMPANY'S PREEMPTIVE RIGHTS....22
6.5 TAG ALONG RIGHTS. 23
6.6 DRAG ALONG RIGHTS....23
6.7 CHANGE IN CONTROL OF ENTITY MEMBERS....23

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY 24

7.1 EVENTS OF DISSOLUTION....24
7.2 PROCEDURE FOR WINDING UP AND DISSOLUTION 24
7.3 FILING OF ARTICLES OF DISSOLUTION 24

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS 24

8.1 BANK ACCOUNTS....24
8.2 BOOKS AND RECORDS....24
8.3 ANNUAL ACCOUNTING PERIOD....25
8.4 TAX MATTERS PERSON....25
8.5 TAX ELECTIONS 25
8.6 TITLE TO COMPANY PROPERTY....25

ARTICLE IX GENERAL PROVISIONS 25

9.1 FURTHER ASSURANCES....25
9.2 NOTIFICATIONS....26
9.3 SPECIFIC PERFORMANCE....26
9.4 DISPUTE RESOLUTION....26
9.5 CHOICE OF LAW 27
9.6 JURISDICTION; VENUE....27
9.7 ATTORNEYS' FEES IN THE EVENT OF DISPUTE 27
9.8 COMPLETE AGREEMENT 27
9.9 APPLICABLE LAW 28
9.10 SECTION TITLES 28
9.11 BINDING PROVISIONS 28
9.12 TERMS....28
9.13 SEVERABILITY OF PROVISIONS....28
9.14 AMENDMENT....28
9.15 CONSTRUCTION....29
9.16 COUNTERPARTS....29
9.17 WAIVER 29

OPERATING AGREEMENT
OF
OJCC REALTY, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") of OJCC REALTY, LLC is entered into as of the _____ day of _____, 2011 by and among the signatories hereto.

Explanatory Statement

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, hereby agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"**Act**" means the Illinois Limited Liability Company Act, as amended from time to time.

"Additional Interests" has the meaning set forth in Section 3.3.

"**Adjusted Capital Account Deficit**" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Unit Holder is deemed obligated to restore as described in the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Regulation Section 1.704-(1)(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Member, any Person: (i) that owns or controls more than twenty-five percent (25%) of the voting or beneficial interests in the Member; (ii) in which the Member owns more than twenty-five percent (25%) of the voting or beneficial interests; (iii) that is a spouse, descendant (natural and adopted) or ancestor (natural and adopted) of such Member, or (iv) in which more than twenty-five percent (25%) of the voting or

beneficial interests are owned or controlled by one or more Persons who has a relationship with the Member described in clause (i), (ii) or (iii) above.

"**Agreement**" means this Agreement, as amended from time to time.

"Available Cash" means all cash revenues, funds and proceeds received by the Company from any source whatsoever, including amounts received upon a Sale of the Company; provided, however, that Available Cash shall not include any amounts distributable pursuant to Section 5.6(b) as a Management Fee.

"Business" means leasing, subleasing, purchasing, owning, operating, investing in, acquiring, holding, maintaining, improving, converting, selling, assigning, transferring, mortgaging, exchanging, and otherwise dealing with that certain parcel of real estate to be improved with a 75 bed nursing facility located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

"**Capital Account**" means the account maintained by the Company for each Member on the books of the Company. Each Unit Holder's Capital Account shall initially reflect an amount equal to such Unit Holder's initial Capital Contribution, and shall be (i) increased by any additional Capital Contributions made by such Unit Holder pursuant to the terms of this Agreement and such Unit Holder's share of Profits, the amount of any Company liabilities that are assumed by such Unit Holder and any other items of income and gain allocated to such Unit Holder pursuant to Article IV, and (ii) decreased by such Unit Holder's share of Losses, any distributions to such Unit Holder of cash or the Gross Asset Value of any other Company assets (net of liabilities assumed by such Unit Holder and liabilities to which such property is subject) distributed to such Unit Holder, the amount of any liabilities of such Unit Holder that are assumed by the Company and any other deduction allocated to such Unit Holder pursuant to Article IV. If any Unit or interest in the Company is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Unit or interest in the Company. It is intended that the Capital Accounts of all Unit Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"**Capital Contribution**" means the total amount of cash and the initial Gross Asset Value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject. The term "**Capital Contribution**" shall include any Additional Capital, as defined in Section 3.2 hereof.

"**Code**" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means OJCC REALTY, LLC.

"**Depreciation**" means, for each taxable year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to any asset of the Company for such taxable year, except that if the Gross Asset Value of any such asset differs from its adjusted basis for federal income tax purposes at the beginning of such taxable year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such taxable year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of any such asset at the beginning of such taxable year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company and in accordance with GAAP.

"**Economic Risk of Loss**" has the meaning set forth in Regulation Section 1.752-2.

"**GAAP**" means United States generally accepted accounting principles, consistently applied.

"**Gross Asset Value**" means, with respect to any asset of the Company, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the fair market value of such asset as agreed to by the contributing Unit Holder and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values as determined by the Managers as of the following times: (a) the acquisition of an additional Company interest in the Company by any existing Unit Holder or additional Unit Holder in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Unit Holder of more than a *de minimis* amount of Company property (including cash) as consideration for a Company interest; and (c) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be adjusted to equal the fair market value of such asset on the date of distribution as agreed to by the distributee Unit Holder and the Managers;

(iv) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clauses (i) or (ii) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account

with respect to such asset for purposes of computing Profits and Losses; and

(v) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) and 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), clause (vi) of the definition of "Profits and Losses" and Section 4.4(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (v) to the extent that the Managers determine that an adjustment pursuant to clause (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (v).

"**Majority-in-Interest**" means Members holding at any given time more than fifty percent (50%) of the interests in the Company held by all of the Members, including the Managers' interest as Members, based upon their Percentages.

"Management Fee" has the meaning set forth in Section 5.6(b). The Management Fee shall be deemed an expense of the Company for purposes of determining Profits and Losses.

"**Manager**" or "**Managers**" means Benjamin M. Klein, Brian J. Levinson and Mark Shapiro; provided, however, that in the event that such party is at any time no longer acting as the manager of the Company, the term shall mean the party or parties then acting in such capacity.

"**Member**" means each Person signing this Agreement as a member of the Company and any Person who subsequently is admitted as a member of the Company pursuant to the terms of this Agreement.

"**Membership Rights**" means all of the economic and non-economic rights (including, without limitation, voting rights) of a Member in the Company.

"**Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(b)(2).

"**Negative Capital Account**" means a Capital Account with a balance of less than zero.

"**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(b)(1).

"**Percentage**" means, as to any Unit Holder, the percentage of Units held by such Unit Holder based on the total Units held by all Unit Holders.

"**Person**" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

"**Permitted Transferee**" means, with respect to each Member, (i) any corporation, partnership, limited liability company or other entity which is wholly-owned by such Member, or (ii) any Person(s) if such Member is wholly owned by such Person(s).

"**Profits and Losses**" shall mean for each taxable year, an amount equal to the Company's taxable income or loss for such taxable year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing such Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(*i*), and which are not otherwise taken into account in computing such Profits and Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such taxable year;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) and 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Unit Holder's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) For purposes of this Agreement, any deduction for a loss on a sale or exchange of any Company asset which is disallowed to the Company under Code Section 267(a)(1) or 707(b) shall be treated as a Code Section 705(a)(2)(B) expenditure; and

(viii) Notwithstanding anything to the contrary in the definition of the term "Profits and Losses," any items which are specially allocated pursuant to Section 4.4 hereof shall not be taken into account in computing such Profits and Losses.

The amount of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Article IV hereof shall be determined by applying rules analogous to those as set forth in this definition of Profits and Losses.

"**Regulation**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Sale of the Company" means a transaction or series of related transactions involving (i) a transfer of all or substantially all of the assets of the Company, or (ii) a transfer of majority of the Units, whether by sale, merger, or otherwise.

"**Secretary**" means the Secretary of State of Illinois.

"**Transfer**" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign or otherwise transfer.

"**Unit**" means an interest in the capital, profits, losses and distributions of the Company as provided herein.

"**Unit Holder**" means any Person who holds a Unit, whether as a Member or as an unadmitted assignee of a Member.

"**Unit Holder Nonrecourse Debt Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(i)(2).

"**Unit Holder Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(i)(1).

Article II
Formation and Name; Office; Purpose; Term

2.1 Organization. The Company has been formed as a limited liability company pursuant to the Act and the provisions of this Agreement by the filing of Articles of Organization with the Secretary. The Managers shall use all reasonable efforts to assure that all filings, recordings, publishings and other acts necessary or appropriate for compliance with all requirements for the continuation of the Company as a limited liability company under the Act.

2.2 Name of the Company. The name of the Company shall be "OJCC REALTY, LLC". The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall comply with any requirements of the Act or applicable law.

2.3 Purpose. The purpose of the Company is to engage in the Business, to obtain any financing in connection therewith and to engage in any lawful act or activity related to the foregoing for which limited liability companies may be organized under the laws of the State of Illinois, subject to the provisions of this Agreement.

2.4 Term. The term of the Company shall begin upon the filing of the Articles of Organization with the Secretary and shall continue in perpetuity unless its existence is terminated pursuant to Article VII of this Agreement.

2.5 Principal Office and Place of Business. The principal office of the Company shall be located at 7444 Long Avenue, Skokie, Illinois 60077, or such other place which the Members may select from time to time. The principal place of business of the Company shall be located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

2.6 Registered Agent and Office. The name and address of the Company's registered agent shall be Abraham A. Gutnicki, Law Office of Abraham A. Gutnicki, P.C., 8320 Skokie Boulevard, Skokie, Illinois 60077. The Members may change the registered agent and office of the Company in Illinois at any time in its sole discretion.

2.7 Members. The name, present mailing address, Capital Contribution, Units and Percentage of each Member are set forth on Exhibit A attached hereto. Additional Members may be admitted to the Company only as provided in Article VI.

2.8 Fiscal Year. The fiscal year for the Company shall be based on the calendar year.

Article III
Members; Capital; Capital Accounts; Representation of Members

3.1 Initial Capital Contributions. On or about the time of its execution of this Agreement, each Member shall make a capital contribution to the capital of the Company in the amount set forth opposite its name in the column labeled "**Capital Contribution**" on Exhibit A attached hereto. Except as otherwise provided in Section 3.2 of this Agreement or by the Act, the Members shall not be obligated to make additional contributions to the Company.

3.2 Additional Capital Contributions.

(a) In the event the Managers determine, in their reasonable discretion, that additional funds are required for the Business, or to satisfy any of the Company's debts or liabilities, the Managers may request additional capital contributions by the Members. The Managers shall, by delivery of written notice to all of the Members (a "**Capital Call Notice**"), notify the Members of (x) the total amount so requested (the "**Additional**

Capital Contribution"), (y) each Member's pro rata share of such amount, which shall be determined in accordance with the Members' respective Percentages, and (z) the date on which such funding will be requested (the "**Due Date**"), which date shall be no less than ten (10) calendar days after the delivery of the Capital Call Notice. Each Member shall be obligated to pay its pro rata share of the Additional Capital Contribution on or before the Due Date. If a Member fails to pay such pro rata share on or before the Due Date, such Member shall be deemed a defaulting member (the "**Defaulting Member**") and the following shall occur:

(b) If (1) the Defaulting Member fails to contribute its pro rata share of the Additional Capital Contribution by the Due Date, and (2) the other Members have contributed their pro rata shares of the Additional Capital Contribution (the "**non-Defaulting Members**"), each non-Defaulting Member shall be entitled to contribute, the Defaulting Member's pro rata share of the Additional Capital Contribution; provided however, that the aggregate amount contributed by the non-Defaulting Member(s) may not exceed the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that the Defaulting Member failed to contribute. If all or some of the non-Defaulting Members contribute some or all of the Defaulting Member's pro rata share of the Additional Capital Contribution, the Defaulting Member's Percentage (and the amount of Units) shall be decreased (but not below zero) such that, immediately after such decrease, the Percentage of the Defaulting Member will be a percentage equal to (x) the Percentage of such Defaulting Member immediately prior to such decrease, less (y) a percentage expressed as a fraction, the numerator of which is the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that such Defaulting Member failed to contribute, and the denominator of which is the aggregate amount of all Capital Contributions theretofore made by all Members prior to, or concurrently with such default (including any capital contributions made by the non-Defaulting Member(s) on behalf of the Defaulting Member), and concomitantly, the aggregate Percentages (and the amount of Units) of the non-Defaulting Member(s) who made capital contributions on behalf of the Defaulting Member(s) shall be increased by the same percentage and in proportion to the amounts contributed by the non-Defaulting Member(s) on behalf of the Defaulting Member.

3.3 Admission of New Members; Members' Preemptive Rights.

(a) If (i) no Member makes an Additional Capital Contribution as provided in Section 3.2, or (ii) only some of the Members make such contributions, but such Members do not wish to contribute the Defaulting Members' pro rata share of the Additional Capital Contribution, and the Members comprising a Majority-in-Interest reasonably determine that it is in the best interests of the Company to raise additional capital, such Members shall have the right, on behalf of the Company, subject to the provisions of this Section 3.3, to raise the capital needed for the Business from third parties by admitting them as new members and issuing Units or other equity interests in the Company to such third parties. Prior to the admission of new members and issuance and sale of additional interests, the Company shall deliver written notice to the Members, which notice shall set forth the amount and the terms of such additional capital. The

notice shall also include an offer to each Member to invest an amount equal to the amount to be raised through the issuance and sale of Additional Interests multiplied by a fraction, the numerator of which is the total number of Units held by such Member, and the denominator of which is the total number of Units held by all of the Members (the "**Members' Preemptive Rights**"). Each Member shall exercise its Members' Preemptive Rights hereunder, in whole or in part, within thirty (30) days following the receipt of the notice by giving written notice to the Company of such exercise. In the event that any Member does not exercise its Members' Preemptive Rights within the time period described above, such procedure shall be repeated only with respect to those Members that exercised their Members' Preemptive Rights; provided that such Members shall be required to exercise their Members' Preemptive Rights with respect to such repeated procedure by giving written notice to the Company of such exercise within ten (10) days following the receipt of the subsequent notice of the Company with respect to such repeated procedures, until no Member desires to invest additional capital pursuant to this Section 3.3. Any amounts not raised through this process may then be raised by the admission of additional members and through the issuance and sale of additional interests on the same terms and conditions as provided in this Agreement, or upon such other terms provided that such other terms receive the approval of a Super-Majority-in-Interests of the Members.

(b) Intentionally Omitted.

3.4 No Interest on Capital Contribution. No Member shall be paid interest on its Capital Contribution.

3.5 Return of Capital Contributions; Form of Return of Capital. Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution.

3.6 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Unit Holder shall be obligated to restore a Negative Capital Account, unless otherwise required by law or Article IV hereof.

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those commercially reasonable terms upon which the Managers and the Member agree.

3.8 Liability of Members for Company Obligations. The Members shall not be liable for the repayment and discharge of debts and obligations of the Company.

3.9 No Third Party Beneficiaries. The provisions set forth in this Article III are solely and exclusively for the benefit of the Company and the Members, and are not intended to confer any rights on any third party. Without limiting the generality of the foregoing, no creditor of the Company shall be deemed a third party beneficiary of any obligation of the Members to contribute capital or make advances to the Company.

3.10 Representation of Members. EACH MEMBER HEREBY REPRESENT AS FOLLOWS: (A) THAT SUCH MEMBER HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AFFAIRS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF MAKING ITS CAPITAL CONTRIBUTION; (B) THAT NO MEMBER HAS RELIED IN CONNECTION WITH ITS DECISION TO MAKE A CAPITAL CONTRIBUTION UPON ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS BY ANY PERSON, INCLUDING WITHOUT LIMITATION, THE MANAGERS; (C) THAT SUCH MEMBER CAN AFFORD TO BEAR THE ECONOMIC RISK OF HOLDING ITS UNITS FOR AN INDEFINITE PERIOD OF TIME (D) THAT SUCH MEMBER CAN AFFORD TO SUFFER THE COMPLETE LOSS ITS CAPITAL CONTRIBUTION.; AND (E) THAT SUCH MEMBER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**").

Article IV
Distributions and Allocations

4.1 Distributions of Available Cash. The Managers shall have the right to determine whether, and to what extent, distributions of Available Cash shall be made to Members. When and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders, as of the last day of the month immediately preceding the month in which such distribution is made.

4.2 Distributions with Respect to Tax. The Managers shall use their best efforts to cause the Company to distribute sufficient cash to enable the Unit Holders to pay Federal and state income taxes arising from the Company's profits allocated to the Unit Holders during a taxable year, in an amount equal to the net taxable income of the Company allocated to each Unit Holder for such year times the highest marginal Federal and state income tax rates for such year applicable to an individual resident of Illinois. Such distribution shall be paid with respect to a taxable year of the Company within ninety (90) days after the end of such taxable year, or at such earlier times and in such amounts as determined in good faith by the Members to be appropriate to enable the Unit Holders to pay estimated income tax liabilities. Distributions made pursuant to Section 4.1 shall serve to discharge the Company's obligations under this Section 4.2.

4.3 Allocations of Profit and Losses. After giving effect to the special allocations set forth in Section 4.4, taxable income or loss, and other items of income and deduction, shall generally be allocated amongst the Unit Holders pro rata based on the Percentages of such Unit Holders. The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Unit Holder without the Unit Holder's prior written consent. To the extent any Member is

unable to take a loss due to Capital Account limitations, any remaining loss shall be allocated to Members who have guaranteed loans, bank lines of credit or other obligations of the Company.

4.4 Regulatory and Other Special Allocations. The allocations pursuant to Section 4.3 hereof shall be subject to the following special allocations made in the following order of priority:

(a) Except as otherwise provided in Regulation Section 1.704-2(f), if there is a net decrease in Minimum Gain during any taxable year, each Unit Holder shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Regulation Section 1.704-2(i)(4), if there is a net decrease in Unit Holder Nonrecourse Debt Minimum Gain attributable to Unit Holder Nonrecourse Debt during any taxable year, each Unit Holder which has a share of Unit Holder Nonrecourse Debt Minimum Gain attributable to such Unit Holder Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Nonrecourse Debt Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.4(b) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event that any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulation promulgated under Section 704(b) of the Code, the deficit balance, if any, in such Unit Holder's Adjusted Capital Account as quickly as possible; provided, that an allocation pursuant to this Section 4.4(c) shall be made only if and to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.4 have been tentatively made as if this Section 4.4(c) were not in this Agreement.

(d) In the event that any Unit Holder has a deficit Capital Account at the end of any taxable year that is in excess of the sum of (i) the amount such Unit Holder is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(d) shall be made only if and to the extent that such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4.4 have been tentatively made as if Section 4.4(c) and this Section 4.4(d) were not in this Agreement.

(e) Nonrecourse Deductions for any taxable period shall be allocated to the Unit Holders in accordance with their respective Percentages. If the Managers determine in their good faith discretion that the Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements in the Regulation promulgated under Section 704(b) of the Code, the Managers are authorized to revise the prescribed ratio to the numerically closest ratio that satisfies such requirements.

(f) Any Unit Holder Nonrecourse Deductions for any taxable period shall be allocated 100% to the Unit Holder that bears the Economic Risk of Loss with respect to the Unit Holder Nonrecourse Debt to which such Unit Holder Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i). If more than one Unit Holder bears the Economic Risk of Loss with respect to a Unit Holder Nonrecourse Debt, such Unit Holder Nonrecourse Deductions attributable thereto shall be allocated between or among such Unit Holders in accordance with the ratios in which they share such Economic Risk of Loss.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(*m*) to be taken into account in determining Capital Accounts as a result of a distribution to a Unit Holder in complete liquidation of its interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such asset), or loss (if the adjustment decreases the basis of such asset), and such item of gain or loss shall be specially allocated to the Unit Holders in accordance with their Percentages in the event Regulation Section 1.704-1(b)(2)(iv)(*m*)(2) applies, or to the Unit Holder to whom such distribution was made in the event that Regulation Section 1.704-1(b)(2)(iv)(*m*)(4) applies.

(h) If any item of taxable income, gain, deduction or loss is imputed to a Unit Holder and such imputed income, gain, deduction or loss directly relates to a transaction between such Unit Holder and the Company, any corresponding item of income, gain, deduction or loss recognized by the Company, net of any income or deduction recognized by the Company in connection with such transaction, shall be allocated to such Unit Holder up to an amount of such imputed income, gain, deduction or loss, and any related deemed cash contribution or distribution (as the case may be) shall be treated as having been made by or to such Unit Holder.

(i) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. If the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset for federal income tax purposes shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.4(i) are solely for purposes of federal, state, local and foreign taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits and Losses or other items or distributions pursuant to any provision of this Agreement.

4.5 Distributions of Proceeds from a Sale Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the Sale of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.6 Distributions of Proceeds from a Refinance Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the refinance or restructuring of any debt of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.7 Liquidation and Dissolution. If the Company is liquidated, the Company shall cause a final accounting to be made, and any allocation of Profits and Losses shall be made in accordance with Section 4.3 and the assets of the Company shall be distributed to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.8 Distributions In Kind. If any assets of the Company are distributed in kind to the Unit Holders, those assets shall be valued on the basis of their fair market value, and any Unit Holder entitled to any interest in those assets may receive that interest as a tenant-in-common with all other Unit Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Managers.

Article V
Management by Managers; Members

5.1 Management of the Company.

(a) The business and affairs of the Company shall be managed under the sole direction and control of the Managers, and all powers of the Company shall be exercised by or under the authority of the Managers. The Managers shall have an annual meeting at the principal place of business of the Company, the principal office of the Company or at such other location consented to by the Managers, such consent to be evidenced by written instrument or by the Managers' attendance at such location. Any action taken by the Managers shall constitute the act of, and shall be deemed to fully bind, the Company, unless such action required approval of the Members pursuant to this Agreement. No other Person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. Except as provided in Section 5.8, the Members shall have no power to remove any of the Managers as manager of the Company.

(b) Except as otherwise provided in this Agreement, all decisions of the Managers shall require the unanimous consent of the Managers as herein provided. Actions and decisions requiring the approval of the Managers may be authorized or made either by vote of the Managers taken at a meeting of the Managers, or by written consent without a meeting. Any Manager may call a meeting to consider approval of an action or decision under the provisions of this Agreement by delivering to the other Managers notice of the time and purposes of such meeting at least two (2) business days before the day of such meeting. Any such meeting shall be held at the principal place of business of the Company, unless the other Managers consent in writing or by their attendance of such meeting to its being held at another location.

(c) Subject to the Members' consent rights described in Section 5.10, the Managers shall have the sole and exclusive right to manage the day-to-day operations of the Company and shall have any and all rights and powers to act on behalf of the Company including, but not limited to, the right and the power to:

(i) supervise the operation and management of the Company;

(ii) cause the Company to acquire, lease and/or enter into an agreement to acquire, lease or dispose of the Property or other real estate;

(iii) cause the Company or its properties to be insured and to make determinations with respect to insurance companies, deductibles, types of coverage, claims, settlements and other similar matters;

(iv) determine the appropriate amount of reserves to be maintained thereby for anticipated future expenses, costs and taxes;

(v) determine the Company's operating and capital expenditures budgets and annual marketing plans;

(vi) from time to time borrow money and/or enter into financing or refinancing transactions with any bank or commercial lender on behalf of the Company;

(vii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible;

(viii) subject to Section 5.10 of this Agreement, enter into any contract on behalf of the Company, including, without limitation, management or consultant contracts;

(ix) request Additional Capital Contributions from the Members pursuant to Section 3.2(a);

(x) subject to Section 3.3, authorize the issuance of Additional Interests and admit additional Members;

(xi) obtain licenses, approvals and permits necessary for the Business;

(xii) make decisions on behalf of the Company relating to compliance issues with governmental agencies or programs and/or licensure requirements;

(xiii) hire and fire all employees of the Company, as well as all officers and directors, if any; and

(xiv) execute, enter into, acknowledge and deliver all contracts, agreements and instruments necessary or appropriate to accomplish any of the foregoing.

5.2 Limitation on Authority of Members.

(a) Unless a Member is also a Manager, no Member shall be an agent of the Company solely by virtue of being a Member, and no Member shall have authority to act for the Company solely by virtue of being a Member.

(b) This Agreement, and specifically Sections 5.1 and 5.10 of this Agreement, supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Agreement shall be solely responsible for any loss and expense, including reasonable attorney fees, incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.3 Duties of Parties.

(a) The Managers shall devote such time to the business and affairs of the Company as is reasonably necessary to carry out the Managers' duties to the Company.

(b) Nothing herein shall be deemed to restrict in any way the rights of any Member or Managers, any Affiliate, or any member or shareholder of any Member, Managers or any of their respective Affiliates to conduct any other business or activity whatsoever, including, without limitation, such business or activity that is substantially similar to the Business, and no Member or Manager shall be deemed to have any obligation (fiduciary or otherwise) or liability to the Company or to any other Member with respect to that business or activity. The organization shall be without prejudice to the respective rights of the Members and the Managers (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each of the Members and Managers waive any right that they might otherwise have to share or participate in such other interests or activities of any of the other Members or Managers, their Affiliates or any member or shareholder of their respective Affiliates.

(c) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates, including without limitation, the loan transaction described in Section 3.7 of this Agreement. In any of those cases, those dealings and undertakings shall be made only through arm's length transactions on terms and conditions approved by the Managers.

5.4 Indemnification of the Managers. The Company shall indemnify and hold harmless the Managers and their officers, members, operating directors, employees and agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed, in good faith, to be in the best interests of the Company and were not performed or omitted fraudulently or as a result of gross negligence or material misconduct. The Company may advance sums for payment of amounts described in this Section 5.4, provided that the recipient of any such advances shall be obligated to repay the amounts advanced if the recipient is finally adjudged ineligible to be indemnified hereunder.

5.5 Power of Attorney.

(a) Grant of Power. Each Member constitutes and appoints the Managers as the Member's true and lawful attorney-in-fact ("**Attorney-in-Fact**"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file, with respect to the Company:

(i) one or more Articles of Organization;

(ii) all documents including amendments to Articles of Organization which the Attorney-in-Fact deems appropriate to reflect any amendment, change,

or modification of this Agreement as permitted under Section 9.11 of this Agreement;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Illinois or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Illinois;

(iv) one or more applications to use an assumed name; and

(v) subject to the provisions of Section 7.1, all documents which may be required to dissolve and terminate the Company and to cancel its Articles of Organization.

(b) Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of a Unit, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

5.6 Compensation; Management Fee.

(a) Except as provided in subsection (b) of this Section 5.6, the Managers shall not be entitled to compensation for services performed for the Company. Notwithstanding the foregoing, upon substantiation of the amount and purpose thereof, the Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(b) Intentionally Omitted.

5.7 Withdrawal by a Manager.

(a) Subject to Section 5.7(b), each Manager may withdraw as a manager of the Company at any time upon thirty (30) days written notice to the Members.

(b) Notwithstanding Section 5.7(a), each Manager hereby covenants that such Manager shall not take any action to withdraw as a manager of the Company unless:

(i) If the Manager is the sole Manager at the time,

(A) The Members have, prior to the Manager's withdrawal, elected a substitute Manager which has at least one percent (1%) of the Percentages; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes; or

(ii) If the withdrawing Manager is not the sole Manager at such time,

(A) All remaining Managers have agreed to the Manager's withdrawal; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes.

5.8 Removal of a Manager. A Manager may be removed by the Members only pursuant to this Section 5.8.

(a) The Members holding a Majority-in-Interest shall have the right, exercisable by written notice given to the Manager and all of the other Members, to remove a Manager for "**Cause**." For purposes hereof, "**Cause**" shall mean fraud, malfeasance or intentional misconduct against the Company. In the event the Manager shall contest the validity of such removal, such removal shall not become effective unless a court of competent jurisdiction (including any court to which any appeal may be taken) shall have determined that Cause for such removal has been established. In the event that a Manager is properly removed for Cause, then such Manager shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and losses of the Company, to receive distributions of Company funds in accordance with Article IV hereof and to assign or transfer its Units pursuant to Article VI hereof. Specifically, such removed Manager shall not be entitled to vote on any matter as provided in this Agreement and such shall not be considered in determining a Majority-in-Interest of the Percentages.

5.9 Reconstitution of Company After Withdrawal or Death of the Manager. Upon the withdrawal, removal or death of the last remaining Manager or other terminating event under Sections 5.7 or 5.8, the remaining Members (not including for such purposes the estate of a deceased Manager or any Transferee who has not satisfied the requirements of Article VI to become a Member) shall have the right to elect to continue the business of the Company, in a reconstituted form if necessary, if, within ninety (90) days after the withdrawal or death of the Manager, Members representing a Majority-in-Interest agree in writing to continue the business of the Company and to the appointment of one or more additional managers. The exercise of the rights of reconstitution granted in this Section 5.9 shall not in any way constitute any Member a manager or impose any personal liability on any Member. Immediately upon the agreement of all such Members to continue the business, the Members, and/or any successor Manager shall

prepare, execute, and file for recordation amended or new Articles of Organization if required, and shall take or cause to be taken all steps required in connection with the continuation of the business in accordance with the applicable laws of the State of Delaware.

5.10 Members; Meetings and Voting.

(a) Notwithstanding anything to the contrary in this Agreement, the Managers shall not take any action with respect to the following matters, absent the approval of a Majority-in-Interest of the Members, which approval may be given or withheld in each Member's sole discretion:

(i) any filing of a petition seeking relief for the Company under any law for relief of debtors;

(ii) any redemption, purchase for cancellation or other acquisition by the Company of Units or other equity interests in the Company for more than $100,000;

(iii) any recapitalization of the Company;

(iv) any initiation of a lawsuit, claim, arbitration or mediation procedure or other similar action before any court of competent jurisdiction, administrative agency, third party arbitrator or mediator or other similar tribunal, if the value of such claim is at least $500,000;

(v) the entering into any agreement or commitment binding upon the Company with respect to any of the foregoing;

(vi) the Company's engagement in any business activity that represents a material deviation from the Business;

(vii) any merger affecting the Company;

(viii) any sale of all or substantially all of the assets of the Company;

(ix) the entering into any agreement or commitment binding upon the Company with respect to the foregoing; and

(x) any other matter that approval by a Majority-in-Interest of the Members is specifically required by this Agreement.

(b) A meeting of the Members may be called at any time by the Managers or by a Majority-in-Interest of the Members. Meetings of Members shall be held at the Company's principal place of business, the Company's principal office, or at any other place designated by the Person(s) calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person(s) calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice

shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

(c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members representing a Majority-in-Interest, or such other percentage as may re required in this Agreement, of the Members.

5.11 Personal Services of Members. Unless a Member is also a Manager, no Member shall be required to perform services for the Company solely by virtue of being a Member. Except as provided in Sections 4.1(b) and 5.6 of this Agreement, unless approved by the Majority-in-Interest of the Members, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Article VI
Transfer of Units and Withdrawals of Members

6.1 Transfers in General.

(a) Except as provided in Section 6.2 and Section 6.3, no Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Units unless the following conditions ("**Conditions of Transfer**") are satisfied:

(i) The Transfer will not require registration of Units or Membership Rights under any Federal or state securities laws;

(ii) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;

(iii) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(iv) The transferor or the transferee delivers the transferee's taxpayer identification number and the transferee's initial tax basis in the Transferred Units to the Company; and

(v) The transferor and transferee have complied with Sections 6.4, 6.5 and 6.6 of this Agreement.

(b) If the Conditions of Transfer are satisfied, then a Member or Unit Holder may Transfer all or any portion of that Person's Units. Notwithstanding the foregoing to

the contrary, a Member may not Transfer all or any portion of its Membership Rights without the prior consent of the Managers. Absent the required consent, any such proposed Transfer shall be void as a matter of law. If a transfer of all Membership Rights is approved as aforesaid, the transferee will succeed to all Membership Rights of the Member who transfers such Membership Rights.

(c) Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI.

6.2 Permitted Transferees; Transfers to Individuals Related to Members.

(a) Notwithstanding anything contained herein to the contrary, each Member shall, upon ten (10) days prior written notice to each of the other Members and the Managers, have the right to Transfer all or a portion of such Member's Membership rights to any Permitted Transferee with respect to such Member, without first obtaining the prior consent of the Members representing a Majority-in-Interest as provided in Section 6.1(b); provided, however, the terms and conditions of Section 6.1(a)(i) – (iv) must be satisfied first.

(b) To the extent any Member that is an individual desires to Transfer all or a portion of such Member's Membership rights to another individual (or a trust established for the benefit of said individual) that is a spouse, descendant (natural or adopted) or ancestor (natural or adopted) of such Member (a "**Family Transferee**"), the terms and conditions of Section 6.1(a)(v) shall not apply; provided, however, the remaining terms and conditions of Section 6.1(a) – (c) must be satisfied first.

(c) In addition to the foregoing, any Member may assign its rights to receive distributions of Available Cash (as provided in Article IV above) to any Person designated in writing by such Member to the Managers.

6.3 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal (as defined herein), then the successor of the withdrawn Member shall thereupon become a Unit Holder but shall not become a Member nor shall such successor be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI. Specifically, such successor-in-interest shall not be entitled to vote on any matter as provided in this Agreement and such successor-in-interest's Units shall not be considered in determining a Majority-in-Interest of the Percentages. The successor-in-interest shall become a substituted Member only upon compliance with the applicable provisions of Article VI. As used herein, "**Involuntary Withdrawal**" means a Member's dissociation with the Company by means other than a Transfer or upon the occurrence of any of the following events: (i) the Member (A) makes an assignment for the benefit of creditors; (B) files a voluntary petition of bankruptcy; (C)

is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (D) seeks, consents to or acquiesces in the appointment of a trustee for, receiver for, or liquidation of, the Member or all or any substantial part of the Member's properties; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsections (A) through (D); (ii) if the Member is an individual, (A) the death or incapacity of such individual or (B) a final entry of judgment in a proceeding involving the dissolution of such individual's marriage, if such judgment shall result in a Transfer of such individual's Units; (iii) if the Member is acting as a Member by virtue of being a trustee of a trust, termination of the trust; (iv) if the Member is a partnership or another limited liability company, the dissolution and commencement of the winding up of the partnership or limited liability company; or (v) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter.

6.4 Company's Preemptive Rights.

(a) If a Member intends to Transfer any Units other than pursuant to Section 6.2 (the "**Transferring Member**"), such Transferring Member shall give the Company and each of the other Members written notice (a "**Notice of Sale**") of such intent which shall (i) describe the number of Units to be Transferred (the "**Offered Units**"); (ii) describe the purchase price and other terms of the proposed Transfer; and (iii) contain an offer to sell (an "**Offer to Sell**") such Units to the Company pursuant to the same terms and conditions as the proposed Transfer (the Company's rights to receive such offer and purchase such Units shall hereinafter be referred to as the "**Company's Preemptive Rights**").

(b) The Company, subject to approval by the Members as required in Section 5.10(a)(iii) of this Agreement, shall have the right to purchase the Offered Units by delivering, within thirty (30) days of receipt of the Notice of Sale, written notice to the Transferring Member of the Company's exercise of such right.

(c) If the Company does not exercise the Company's Preemptive Rights, then each of the other Members shall have the right to exercise the Offer to Sell (the "**Members' Secondary Preemptive Rights**") and shall have the right to purchase the Offered Units by delivering, within ten (10) days of the date that the Members' Secondary Preemptive Rights become effective, written notice to the Transferring Member of such Member's exercise of such right; provided, however, if more than one Member exercises such Members' Secondary Preemptive Rights, then an equal amount of the Offered Units shall be sold to each such Member.

(d) If neither the Company nor any of the Members exercise the foregoing rights, the Offer to Sell shall terminate and subject to the provisions of Section 6.1 hereof, the Transferring Member may sell or transfer the Offered Units to the proposed purchaser, provided such transaction is on the same terms and conditions as the Offer to Sell. As a condition to Transfer, the Transferring Member shall cause the buyer of the Offered Units to agree to be bound by the terms and conditions of this Agreement.

6.5 Tag Along Rights.

(a) If Members representing at least 80% of the Membership Interests (the "**Controlling Members**") desire to sell all of their Membership Interests or Units to a prospective purchaser, such Members shall provide written notice to the other Members (the "**non-Controlling Members**") of their intention to sell such Membership Interests and the terms and conditions of such sale, including without limitation, the per-Unit price and the proposed closing date of such sale, which shall be at least thirty (30) days after receipt of such notice (the "**Tag Along Notice**"). The non-Controlling Members shall have the right (the "**Tag Along Rights**") to participate in the contemplated sale under the same terms and conditions as offered to the Controlling Members by delivering a written notice of such desire within ten (10) days of receipt of the Tag-Along Notice. If the prospective purchaser will not purchase all of the Membership Units as a result of the non-Controlling Members' exercise of the Tag Along Rights, then each Member that wishes to sell to the prospective purchaser (each, a "**Selling Member**") shall be entitled to sell a number of Units equal to (x) the number of Units the prospective purchaser wishes to purchase (y) multiplied by a fraction, the numerator of which is the number of Units such Selling Member elects to sell and the denominator of which is the aggregate number of Units all of the Selling Member elect to sell.

(b) The Controlling Members shall use their best efforts to obtain the agreement of the proposed purchaser to the participation of the non-Controlling Members in the contemplated sale, and shall not sell any Units to the prospective purchaser if the prospective purchaser declines to allow the participation of the non-Controlling Members.

(c) All Units proposed to be sold by each Selling Member shall be free and clear of all liens, claims and encumbrances of any kind other than restrictions on transfer under this Agreement and under applicable federal and state securities laws.

6.6 Drag Along Rights. Notwithstanding the foregoing, if the Controlling Members desire to Transfer all of their Membership Interests or Units to a prospective third-party purchaser (i.e. excluding any Member or any Affiliate of an Member), the Controlling Members, upon written notice to the non-Controlling Members of the terms and conditions of such proposed sale at least thirty (30) days prior to the proposed closing of such sale, shall have the right (the "**Drag Along Rights**") to require the non-Controlling Members to sell their respective Membership Interests or Units to the prospective purchaser provided that the sale of the non-Controlling Members' Membership Interests or Units shall be on the same terms and conditions as the sale of the Controlling Members' Membership Interests or Units.

6.7 Change in Control of Entity Members. Each of the Members to the extent that any such Member is a corporation, partnership, limited liability company, trust or any other entity hereby covenants and agrees that it shall not permit any transfers of equity interests in any such Member if as a consequence thereof, such transfer would result in a change of voting control of such Member, including without limitation any Permitted Transferee that has become a Unit Holder or has been admitted as a substituted Member, absent the prior consent of the

Members representing a Majority-in-Interest. If any such Member permits any such transfer without the required prior consent, then such Member shall have no right to exercise any Membership Interests other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) upon the written agreement of Members holding a Majority-in Interest; or

(b) the dissolution or bankruptcy of all of the Managers, unless a substitute Manager(s) is selected by agreement of a Majority-in-Interest of the remaining Members (without regard to any dissolved or bankrupt Managers) and the new Manager(s) elects to continue the business of the Company.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up the affairs of the Company. If at such time, there are no Managers, then a Majority-in-Interest of the Members shall select a Person to wind up the affairs of the Company. On winding up of the Company, the assets of the Company shall be distributed: first, to pay the costs and expenses of the winding up, liquidation and termination of the Company; second, to creditors of the Company, including Unit Holders who are creditors, in satisfaction of the liabilities of the Company; third, to establish reserves reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company; and then to the Unit Holders in accordance with Section 4.7.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Managers shall promptly file Articles of Dissolution with the Secretary. If there are no Managers, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Article VIII
Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records.

(a) The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with

respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's Federal, state or local tax returns.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours provided three (3) business days of advance notice is given. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managers, subject to the requirements and limitations of the Code.

8.4 Tax Matters Person. Benjamin M. Klein shall be the Company's "tax matters person" ("**Tax Matters Person**") and, as such, shall have all powers and responsibilities provided in Code Section 6221, et seq. or such other provisions as may become applicable to limited liability companies. The Tax Matters Person shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Person. The Company shall pay and be responsible for all reasonable third-party costs incurred by the Tax Matters Person in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Person may not compromise any dispute with the Internal Revenue Service without the approval of the Members having a Majority-in-Interest of the Percentages then held by all the Members. The Company shall indemnify and hold harmless the Tax Matters Person from and against any liabilities or costs associated with the performance of the duties described in this Section 8.4, unless such liabilities or costs have arisen from fraud, gross negligence or material misconduct of the Tax Matters Person.

8.5 Tax Elections. The Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754.

8.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

Article IX
General Provisions

9.1 Further Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Managers

deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted under this Agreement must be in writing and either: 1) delivered personally, 2) sent by certified or registered mail, postage prepaid, return receipt requested, 3) sent by recognized overnight delivery service, 4) sent by electronic mail with confirmed receipt transmission report or 5) by facsimile with confirmed receipt transmission report. A notice must be addressed to a Unit Holder at the Unit Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given: (i) three (3) business days to an address within the United States of America or (ii) seven (7) business days to an address outside of the United States of America after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by electronic mail or facsimile shall be deemed given when sent, provided a confirmed receipt transmission report is generated. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, the Company or any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, and that the Company or such injured party shall not be required to post bond or other security in connection therewith.

9.4 Dispute Resolution. The parties hereto agree that all problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith, including any claim for specific performance (collectively "**Disputes**"), the Members shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the Members are unable within ten (10) days of the arising of the Dispute to resolve the Dispute in good faith, any party may submit to final and binding arbitration before the American Arbitration Association ("**AAA**"), with an office located in Chicago, Illinois, or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq*. The parties hereto agree that the rules of the American Arbitration Association applicable to commercial arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with AAA, with a copy to the other party. The arbitration will be conducted in Chicago, Illinois, in accordance with the provisions of AAA Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with AAA and with one another

in selecting an arbitrator from a AAA panel of neutrals, and in scheduling the arbitration proceedings. The provisions of this Section 9.4 with respect to the arbitration before AAA may be enforced by any court of competent jurisdiction (subject to the provisions of Sections 9.5 and 9.6 of this Agreement), and the parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration. Upon the mutual agreement of the parties involved in the Dispute, the parties may submit to final and binding arbitration before any other recognized alternative dispute resolution company or organization with offices located in Chicago, Illinois. The parties hereto agree that this Section 9.4 has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

9.5 Choice of Law. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Illinois.

9.6 Jurisdiction; Venue. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, IN THE EVENT ANY DISPUTE BETWEEN THE PARTIES HERETO RESULTS IN LITIGATION, OR TO THE EXTENT A PARTY MUST GO TO A COURT OF LAW TO ENFORCE A JUDGMENT ARRIVED AT THROUGH ARBITRATION PURSUANT TO SECTION 9.4 OF THIS AGREEMENT, ALL SUCH ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

9.7 Attorneys' Fees in the Event of Dispute. In the event any dispute between the parties hereto results in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

9.8 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

9.9 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

9.10 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.11 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.12 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.13 Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. Furthermore, if any provision of this Agreement shall be adjudicated to be invalid, overbroad or unenforceable, the parties agree that the court making such determination shall have the power to delete, amend and/or reduce the duration and/or scope of, the provision thus adjudicated to be invalid or unenforceable to the extent necessary for said provision to be adjudicated valid and enforceable, such deletion and/or reduction to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

9.14 Amendment. This Agreement may be amended, altered or modified only by the affirmative vote of the Members holding a Majority-in-Interest; provided, however, that this Agreement may be amended by the Managers without any action of the Members in any of the following cases:

(a) Upon an advice by counsel, to the extent necessary to permit the allocations and distributions contained in this Agreement to be sustained under existing or future federal income tax laws and as otherwise provided in this Agreement;

(b) Exhibit A, listing the addresses and Percentages of the Members, may be modified from time to time by the Managers to reflect any admission of new Members, any change in the Members or in the Membership Interest of any Member which has been effected by Transfer, operation of the express terms of this Agreement, or other appropriate action, or to reflect any Member's change of address;

(c) to correct any clerical errors or omissions, provided that the Managers give prior written notice of such amendment to the Members; or

(d) to delete or add or modify any provision required to be so deleted, added, or modified by the staff of the Securities and Exchange Commission, any other federal agency or any state "Blue Sky" Commissioner or similar official, when the deletion,

addition, or modification is for the benefit or protection of the Members.

9.15 Construction. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

9.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.17 Waiver. The Law Office of Abraham A. Gutnicki, P.C. ("**LOAG**") has acted as lead counsel in developing the documentation for the Company. In this regard, the parties to this Agreement acknowledge that LOAG has informed each Member that a conflict of interest exists in LOAG's representation in such formation and that each Member has been advised to seek outside counsel and business advice to review all documents relating to the Company, including without limitation this Agreement, and to advise each Member as to the effects, consequences and legalities of such documents.

Remainder of this page left intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MANAGERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

MEMBERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

EXHIBIT A

MEMBERS AND CAPITAL

Member	Address	Capital Contribution	Units	Percentage	SS/FEIN
Benjamin M. Klein	7444 Long Avenue Skokie, Illinois 60077	$1,000.00	300	33.33%	327-76-3567
Brian J. Levinson	3133 W. Sherwin Ave. Chicago, Illinois 60645	$1,000.00	300	33.33%	325-58-8690
Mark Shapiro	9223 Nagle Avenue Morton Grove, Illinois 60053	$1,000.00	300	33.33%	328-38-2799

WRITTEN CONSENT TO ACTION BY
THE MANAGERS OF OJCC, LLC

The undersigned, being the Managers of OJCC, LLC, an Illinois limited liability company ("Company") acting pursuant to Section15-1(d) of the Illinois Limited Liability Company Act and Article V of the Operating Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the OJCC Realty, LLC, an Illinois limited liability company (the "Realty Company") is acquiring the property located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois (the "Property") pursuant to a Real Estate Purchase Agreement by and among Joseph J. Angermeier and Shirley J. Angermeier, Husband and Wife as Seller and the Realty Company as Purchaser, dated as of September 18, 2008, as amended and/or restated from time to time (the "Acquisition Transaction");

WHEREAS, the Realty Company is selling the Property to MS Springfield, LLC, an Indiana limited liability company (the "Purchaser") pursuant to an Option Agreement by and between the Realty Company, as Optionor, and the Purchaser, as Optionee, dated as of July 28, 2010, for the Purchaser to improve the Porperty with a licensed 75 bed nursing facility (the "Facility") (the "Option Transaction");

WHEREAS, the Realty Company will lease the Facility pursuant to a Lease Agreement dated as of July 28, 2010, effective as of the Commencement Date, as defined therein, between the Company as Tenant and the Purchaser, as Landlord, as amended and/or restated from time to time (the "Lease Transaction");

WHEREAS, the Realty Company will sublease the Facility pursuant to a Sublease Agreement by and between the Company as sublessor to the Company, as sublessee (the "Sublease Transaction" and, together with the Acquisition Transaction, the Option Transaction, the Lease Transaction, the "Land Purchase Transaction");

WHEREAS, in order to finance the Option Transaction, the Purchaser desires to enter into a commercial mortgage loan with TOWN AND COUNTRY BANK, an Illinois Banking Corporation as a lender (the "Lender") evidenced by the Promissory Note dated October 19, 2011 made by Purchaser payable to the order of Lender in the principal amount of $10,360,000 (the "Loan Transaction");

WHEREAS, the Managers desire to cause the Company to provide a guaranty to enable Purchaser to enter into the Loan Transaction;

WHEREAS, in connection with the Loan Transaction, the Purchaser's indebtedness will be secured by a guaranty by the Company and a grant of security interest in certain assets of the Company;

WHEREAS, in connection with the Land Purchase Transaction, the Company will execute and deliver certain other documents, instruments, financing statements, certificates and agreements, including, without limitation, control agreements and other collateral documents (the "Land Purchase Transaction Documents");and

WHEREAS, in connection with the Loan Transaction, the Company will execute the following documents (the "Loan Transaction Documents"):

(a) Assignment of Development Items by and between the Purchaser and the Lender;

(b) Guaranty by the Company;

(c) Loan Addendum by and among the Purchaser, the Realty Company, the Company, and the Lender;

(d) Hypothecation Agreement between the Realty Company, the Company, and the Lender.

NOW THEREFORE, BE IT RESOLVED, that the Land Purchase Transaction and the Loan Transaction be and hereby are approved, and in connection with such approval, the Company and Benjamin M. Klein, as the authorized manager of the Company (the "Authorized Manager"), are hereby authorized and empowered to execute and deliver the Land Purchase Transaction Documents and the Loan Transaction Documents (the "Transaction Documents") and to consummate the transactions contemplated thereunder;

FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents, and the transactions contemplated thereby be, and they hereby are, approved, authorized and adopted in all respects, such approval to be conclusively evidenced by the execution and delivery the Transaction Documents by the Authorized Manager.

FURTHER RESOLVED, that the Authorized Manager is hereby authorized and empowered to execute and deliver, in the name and on behalf of the Company, any borrowing requests, agreements, certificates, notes, schedules, consents, waivers, amendments, instruments and other documents as may be necessary or convenient to consummate the transactions contemplated under the Transaction Documents, and perform the Company's obligations thereunder, and to otherwise carry out the intent and purposes of the foregoing resolutions (collectively, the "Other Transaction Documents"), and by doing so, the Company shall be deemed to have approved all of the terms and provisions thereof;

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform the obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Other Transaction Documents;

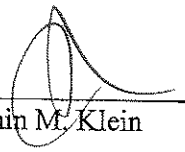
FURTHER RESOLVED, that the Authorized Manager be, and hereby is, authorized to take or cause to be taken all such actions, as in the judgment of such manager may be necessary, desirable or convenient in order to perform the obligations of the Company in connection with the Transaction Documents and the Other Transaction Documents, and to otherwise carry out the intent and the purposes of the foregoing resolutions, and by the doing of such actions shall be conclusive evidence that the same are in all respects hereby fully authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that any action heretofore taken by the Company or by the Authorized Manager on behalf of the Company is hereby fully authorized, approved, ratified and confirmed as the lawful limited liability company action of the Company; and

FURTHER RESOLVED, that this Written Consent to Action may be executed in multiple counterparts, each of which shall be deemed an original, and taken together, shall constitute one and the same instrument.

Remainder of this page left intentionally blank. Signature page follows.

Dated as of _____, 2011



_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

Being all the Managers of the Company

Dated as of _____, 2011

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

Being all the Managers of the Company

Dated as of _____, 2011

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

Being all the Managers of the Company

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 02718588

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: $500
Expedited Fee: $100
Approved By: HAB

FILED
JUL 07 2008
Jesse White
Secretary of State

1. Limited Liability Company Name: OJCC, LLC

2. Address of Principal Place of Business where records of the company will be kept:
15 BRIGHTON ROAD

SPRINGFIELD, IL 62702

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

ABRAHAM A. GUTNICKI
8320 SKOKIE BLVD
SKOKIE, IL 60077-2545 COOK

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KLEIN, BENJAMIN M.
7444 LONG AVE., SKOKIE, IL 60077

LEVINSON, BRIAN
7444 LONG AVE., SKOKIE, IL 60077

SHAPIRO, MARK
7444 LONG AVE., SKOKIE, IL 60077

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 07, 2008

JEREMY SEGALL
8320 SKOKIE BLVD.
SKOKIE, IL 60077

OJCC, LLC

OPERATING AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

ARTICLE I DEFINED TERMS 1

ARTICLE II FORMATION AND NAME; OFFICE; PURPOSE; TERM 6

2.1 ORGANIZATION 6
2.2 NAME OF THE COMPANY 6
2.3 PURPOSE 7
2.4 TERM 7
2.5 PRINCIPAL OFFICE AND PLACE OF BUSINESS 7
2.6 REGISTERED AGENT AND OFFICE 7
2.7 MEMBERS 7
2.8 FISCAL YEAR 7

ARTICLE III MEMBERS; CAPITAL; CAPITAL ACCOUNTS; REPRESENTATION OF MEMBERS 7

3.1 INITIAL CAPITAL CONTRIBUTIONS 7
3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. 7
3.3 ADMISSION OF NEW MEMBERS; MEMBERS' PREEMPTIVE RIGHTS. 8
3.4 NO INTEREST ON CAPITAL CONTRIBUTION 9
3.5 RETURN OF CAPITAL CONTRIBUTIONS; FORM OF RETURN OF CAPITAL 9
3.6 CAPITAL ACCOUNTS. A SEPARATE CAPITAL ACCOUNT SHALL BE MAINTAINED FOR EACH MEMBER 9
3.7 LOANS. 9
3.8 LIABILITY OF MEMBERS FOR COMPANY OBLIGATIONS 9
3.9 NO THIRD PARTY BENEFICIARIES 9
3.10 REPRESENTATION OF MEMBERS 9

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS 10

4.1 DISTRIBUTIONS OF AVAILABLE CASH 10
4.2 DISTRIBUTIONS WITH RESPECT TO TAX 10
4.3 ALLOCATIONS OF PROFIT AND LOSSES 10
4.4 REGULATORY AND OTHER SPECIAL ALLOCATIONS 11
4.5 DISTRIBUTIONS OF PROCEEDS FROM A SALE TRANSACTION 13
4.6 DISTRIBUTIONS OF PROCEEDS FROM A REFINANCE TRANSACTION 13
4.7 LIQUIDATION AND DISSOLUTION 13
4.8 DISTRIBUTIONS IN KIND 13

ARTICLE V MANAGEMENT BY MANAGERS; MEMBERS 13

5.1 MANAGEMENT OF THE COMPANY. 13
5.2 LIMITATION ON AUTHORITY OF MEMBERS. 15
5.3 DUTIES OF PARTIES. 15
5.4 INDEMNIFICATION OF THE MANAGERS. 16
5.5 POWER OF ATTORNEY. 16
5.6 COMPENSATION; MANAGEMENT FEE. 17
5.7 WITHDRAWAL BY A MANAGER. 17
5.8 REMOVAL OF A MANAGER 18
5.9 RECONSTITUTION OF COMPANY AFTER WITHDRAWAL OR DEATH OF THE MANAGER 18
5.10 MEMBERS; MEETINGS AND VOTING. 19
5.11 PERSONAL SERVICES OF MEMBERS 20

ARTICLE VI TRANSFER OF UNITS AND WITHDRAWALS OF MEMBERS 20

6.1 TRANSFERS IN GENERAL. 20
6.2 PERMITTED TRANSFEREES; TRANSFERS TO INDIVIDUALS RELATED TO MEMBERS. 21
6.3 INVOLUNTARY WITHDRAWAL 21

SECTION **PAGE**

6.4 COMPANY'S PREEMPTIVE RIGHTS....22
6.5 TAG ALONG RIGHTS. 23
6.6 DRAG ALONG RIGHTS....23
6.7 CHANGE IN CONTROL OF ENTITY MEMBERS....23

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY 24

7.1 EVENTS OF DISSOLUTION....24
7.2 PROCEDURE FOR WINDING UP AND DISSOLUTION 24
7.3 FILING OF ARTICLES OF DISSOLUTION 24

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS 24

8.1 BANK ACCOUNTS....24
8.2 BOOKS AND RECORDS....24
8.3 ANNUAL ACCOUNTING PERIOD....25
8.4 TAX MATTERS PERSON....25
8.5 TAX ELECTIONS 25
8.6 TITLE TO COMPANY PROPERTY....25

ARTICLE IX GENERAL PROVISIONS 25

9.1 FURTHER ASSURANCES....25
9.2 NOTIFICATIONS 26
9.3 SPECIFIC PERFORMANCE....26
9.4 DISPUTE RESOLUTION....26
9.5 CHOICE OF LAW 27
9.6 JURISDICTION; VENUE....27
9.7 ATTORNEYS' FEES IN THE EVENT OF DISPUTE 27
9.8 COMPLETE AGREEMENT 27
9.9 APPLICABLE LAW 28
9.10 SECTION TITLES 28
9.11 BINDING PROVISIONS 28
9.12 TERMS....28
9.13 SEVERABILITY OF PROVISIONS....28
9.14 AMENDMENT....28
9.15 CONSTRUCTION....29
9.16 COUNTERPARTS....29
9.17 WAIVER 29

OPERATING AGREEMENT
OF
OJCC, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") of OJCC, LLC is entered into as of the _____ day of _____, 2011 by and among the signatories hereto.

Explanatory Statement

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, hereby agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"**Act**" means the Illinois Limited Liability Company Act, as amended from time to time.

"Additional Interests" has the meaning set forth in Section 3.3.

"**Adjusted Capital Account Deficit**" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Unit Holder is deemed obligated to restore as described in the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Regulation Section 1.704-(1)(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Member, any Person: (i) that owns or controls more than twenty-five percent (25%) of the voting or beneficial interests in the Member; (ii) in which the Member owns more than twenty-five percent (25%) of the voting or beneficial interests; (iii) that is a spouse, descendant (natural and adopted) or ancestor (natural and adopted) of such Member, or (iv) in which more than twenty-five percent (25%) of the voting or beneficial interests are owned or controlled by one or more Persons who has a relationship with the Member described in clause (i), (ii) or (iii) above.

"**Agreement**" means this Agreement, as amended from time to time.

"Available Cash" means all cash revenues, funds and proceeds received by the Company from any source whatsoever, including amounts received upon a Sale of the Company; provided, however, that Available Cash shall not include any amounts distributable pursuant to Section 5.6(b) as a Management Fee.

"Business" means leasing, subleasing, purchasing, owning, operating, investing in, acquiring, holding, maintaining, improving, converting, selling, assigning, transferring, mortgaging, exchanging, and otherwise dealing with that certain parcel of real estate to be improved with a 75 bed nursing facility located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

"**Capital Account**" means the account maintained by the Company for each Member on the books of the Company. Each Unit Holder's Capital Account shall initially reflect an amount equal to such Unit Holder's initial Capital Contribution, and shall be (i) increased by any additional Capital Contributions made by such Unit Holder pursuant to the terms of this Agreement and such Unit Holder's share of Profits, the amount of any Company liabilities that are assumed by such Unit Holder and any other items of income and gain allocated to such Unit Holder pursuant to Article IV, and (ii) decreased by such Unit Holder's share of Losses, any distributions to such Unit Holder of cash or the Gross Asset Value of any other Company assets (net of liabilities assumed by such Unit Holder and liabilities to which such property is subject) distributed to such Unit Holder, the amount of any liabilities of such Unit Holder that are assumed by the Company and any other deduction allocated to such Unit Holder pursuant to Article IV. If any Unit or interest in the Company is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Unit or interest in the Company. It is intended that the Capital Accounts of all Unit Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"**Capital Contribution**" means the total amount of cash and the initial Gross Asset Value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject. The term "**Capital Contribution**" shall include any Additional Capital, as defined in Section 3.2 hereof.

"**Code**" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means OJCC, LLC.

"**Depreciation**" means, for each taxable year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to any asset of the Company for such taxable year, except that if the Gross Asset Value of any such asset differs from its adjusted basis for federal income tax purposes at the beginning of such taxable year,

Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such taxable year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of any such asset at the beginning of such taxable year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company and in accordance with GAAP.

"**Economic Risk of Loss**" has the meaning set forth in Regulation Section 1.752-2.

"**GAAP**" means United States generally accepted accounting principles, consistently applied.

"**Gross Asset Value**" means, with respect to any asset of the Company, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the fair market value of such asset as agreed to by the contributing Unit Holder and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values as determined by the Managers as of the following times: (a) the acquisition of an additional Company interest in the Company by any existing Unit Holder or additional Unit Holder in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Unit Holder of more than a *de minimis* amount of Company property (including cash) as consideration for a Company interest; and (c) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be adjusted to equal the fair market value of such asset on the date of distribution as agreed to by the distributee Unit Holder and the Managers;

(iv) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clauses (i) or (ii) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses; and

(v) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets

pursuant to Sections 734(b) and 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), clause (vi) of the definition of "Profits and Losses" and Section 4.4(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (v) to the extent that the Managers determine that an adjustment pursuant to clause (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (v).

"**Majority-in-Interest**" means Members holding at any given time more than fifty percent (50%) of the interests in the Company held by all of the Members, including the Managers' interest as Members, based upon their Percentages.

"Management Fee" has the meaning set forth in Section 5.6(b). The Management Fee shall be deemed an expense of the Company for purposes of determining Profits and Losses.

"**Manager**" or "**Managers**" means Benjamin M. Klein, Brian J. Levinson and Mark Shapiro; provided, however, that in the event that such party is at any time no longer acting as the manager of the Company, the term shall mean the party or parties then acting in such capacity.

"**Member**" means each Person signing this Agreement as a member of the Company and any Person who subsequently is admitted as a member of the Company pursuant to the terms of this Agreement.

"**Membership Rights**" means all of the economic and non-economic rights (including, without limitation, voting rights) of a Member in the Company.

"**Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(b)(2).

"**Negative Capital Account**" means a Capital Account with a balance of less than zero.

"**Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(b)(1).

"**Percentage**" means, as to any Unit Holder, the percentage of Units held by such Unit Holder based on the total Units held by all Unit Holders.

"**Person**" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

"**Permitted Transferee**" means, with respect to each Member, (i) any corporation, partnership, limited liability company or other entity which is wholly-owned by such Member, or (ii) any Person(s) if such Member is wholly owned by such Person(s).

"**Profits and Losses**" shall mean for each taxable year, an amount equal to the Company's taxable income or loss for such taxable year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing such Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(*i*), and which are not otherwise taken into account in computing such Profits and Losses, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such taxable year;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) and 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Unit Holder's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) For purposes of this Agreement, any deduction for a loss on a sale or exchange of any Company asset which is disallowed to the Company under Code Section 267(a)(1) or 707(b) shall be treated as a Code Section 705(a)(2)(B) expenditure; and

(viii) Notwithstanding anything to the contrary in the definition of the term "Profits and Losses," any items which are specially allocated pursuant to Section 4.4 hereof shall not be taken into account in computing such Profits and Losses.

The amount of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Article IV hereof shall be determined by applying rules analogous to those as set forth in this definition of Profits and Losses.

"**Regulation**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Sale of the Company" means a transaction or series of related transactions involving (i) a transfer of all or substantially all of the assets of the Company, or (ii) a transfer of majority of the Units, whether by sale, merger, or otherwise.

"**Secretary**" means the Secretary of State of Illinois.

"**Transfer**" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign or otherwise transfer.

"**Unit**" means an interest in the capital, profits, losses and distributions of the Company as provided herein.

"**Unit Holder**" means any Person who holds a Unit, whether as a Member or as an unadmitted assignee of a Member.

"**Unit Holder Nonrecourse Debt Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(i)(2).

"**Unit Holder Nonrecourse Deductions**" has the meaning set forth in Regulation Section 1.704-2(i)(1).

Article II
Formation and Name; Office; Purpose; Term

2.1 Organization. The Company has been formed as a limited liability company pursuant to the Act and the provisions of this Agreement by the filing of Articles of Organization with the Secretary. The Managers shall use all reasonable efforts to assure that all filings, recordings, publishings and other acts necessary or appropriate for compliance with all requirements for the continuation of the Company as a limited liability company under the Act.

2.2 Name of the Company. The name of the Company shall be "OJCC, LLC". The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its

Articles of Organization, then the Company shall comply with any requirements of the Act or applicable law.

2.3 Purpose. The purpose of the Company is to engage in the Business, to obtain any financing in connection therewith and to engage in any lawful act or activity related to the foregoing for which limited liability companies may be organized under the laws of the State of Illinois, subject to the provisions of this Agreement.

2.4 Term. The term of the Company shall begin upon the filing of the Articles of Organization with the Secretary and shall continue in perpetuity unless its existence is terminated pursuant to Article VII of this Agreement.

2.5 Principal Office and Place of Business. The principal office of the Company shall be located at 7444 Long Avenue, Skokie, Illinois 60077, or such other place which the Members may select from time to time. The principal place of business of the Company shall be located at 3089 Old Jacksonville Road, Springfield, Sangamon County, Illinois.

2.6 Registered Agent and Office. The name and address of the Company's registered agent shall be Abraham A. Gutnicki, Law Office of Abraham A. Gutnicki, P.C., 8320 Skokie Boulevard, Skokie, Illinois 60077. The Members may change the registered agent and office of the Company in Illinois at any time in its sole discretion.

2.7 Members. The name, present mailing address, Capital Contribution, Units and Percentage of each Member are set forth on Exhibit A attached hereto. Additional Members may be admitted to the Company only as provided in Article VI.

2.8 Fiscal Year. The fiscal year for the Company shall be based on the calendar year.

Article III
Members; Capital; Capital Accounts; Representation of Members

3.1 Initial Capital Contributions. On or about the time of its execution of this Agreement, each Member shall make a capital contribution to the capital of the Company in the amount set forth opposite its name in the column labeled "**Capital Contribution**" on Exhibit A attached hereto. Except as otherwise provided in Section 3.2 of this Agreement or by the Act, the Members shall not be obligated to make additional contributions to the Company.

3.2 Additional Capital Contributions.

(a) In the event the Managers determine, in their reasonable discretion, that additional funds are required for the Business, or to satisfy any of the Company's debts or liabilities, the Managers may request additional capital contributions by the Members. The Managers shall, by delivery of written notice to all of the Members (a "**Capital Call Notice**"), notify the Members of (x) the total amount so requested (the "**Additional Capital Contribution**"), (y) each Member's pro rata share of such amount, which shall be determined in accordance with the Members' respective Percentages, and (z) the date on which such funding will be requested (the "**Due Date**"), which date shall be no less

than ten (10) calendar days after the delivery of the Capital Call Notice. Each Member shall be obligated to pay its pro rata share of the Additional Capital Contribution on or before the Due Date. If a Member fails to pay such pro rata share on or before the Due Date, such Member shall be deemed a defaulting member (the "**Defaulting Member**") and the following shall occur:

(b) If (1) the Defaulting Member fails to contribute its pro rata share of the Additional Capital Contribution by the Due Date, and (2) the other Members have contributed their pro rata shares of the Additional Capital Contribution (the "**non-Defaulting Members**"), each non-Defaulting Member shall be entitled to contribute, the Defaulting Member's pro rata share of the Additional Capital Contribution; provided however, that the aggregate amount contributed by the non-Defaulting Member(s) may not exceed the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that the Defaulting Member failed to contribute. If all or some of the non-Defaulting Members contribute some or all of the Defaulting Member's pro rata share of the Additional Capital Contribution, the Defaulting Member's Percentage (and the amount of Units) shall be decreased (but not below zero) such that, immediately after such decrease, the Percentage of the Defaulting Member will be a percentage equal to (x) the Percentage of such Defaulting Member immediately prior to such decrease, less (y) a percentage expressed as a fraction, the numerator of which is the amount of the Defaulting Member's pro rata share of the Additional Capital Contribution that such Defaulting Member failed to contribute, and the denominator of which is the aggregate amount of all Capital Contributions theretofore made by all Members prior to, or concurrently with such default (including any capital contributions made by the non-Defaulting Member(s) on behalf of the Defaulting Member), and concomitantly, the aggregate Percentages (and the amount of Units) of the non-Defaulting Member(s) who made capital contributions on behalf of the Defaulting Member(s) shall be increased by the same percentage and in proportion to the amounts contributed by the non-Defaulting Member(s) on behalf of the Defaulting Member.

3.3 Admission of New Members; Members' Preemptive Rights.

(a) If (i) no Member makes an Additional Capital Contribution as provided in Section 3.2, or (ii) only some of the Members make such contributions, but such Members do not wish to contribute the Defaulting Members' pro rata share of the Additional Capital Contribution, and the Members comprising a Majority-in-Interest reasonably determine that it is in the best interests of the Company to raise additional capital, such Members shall have the right, on behalf of the Company, subject to the provisions of this Section 3.3, to raise the capital needed for the Business from third parties by admitting them as new members and issuing Units or other equity interests in the Company to such third parties. Prior to the admission of new members and issuance and sale of additional interests, the Company shall deliver written notice to the Members, which notice shall set forth the amount and the terms of such additional capital. The notice shall also include an offer to each Member to invest an amount equal to the amount to be raised through the issuance and sale of Additional Interests multiplied by a fraction, the numerator of which is the total number of Units held by such Member, and

the denominator of which is the total number of Units held by all of the Members (the "**Members' Preemptive Rights**"). Each Member shall exercise its Members' Preemptive Rights hereunder, in whole or in part, within thirty (30) days following the receipt of the notice by giving written notice to the Company of such exercise. In the event that any Member does not exercise its Members' Preemptive Rights within the time period described above, such procedure shall be repeated only with respect to those Members that exercised their Members' Preemptive Rights; provided that such Members shall be required to exercise their Members' Preemptive Rights with respect to such repeated procedure by giving written notice to the Company of such exercise within ten (10) days following the receipt of the subsequent notice of the Company with respect to such repeated procedures, until no Member desires to invest additional capital pursuant to this Section 3.3. Any amounts not raised through this process may then be raised by the admission of additional members and through the issuance and sale of additional interests on the same terms and conditions as provided in this Agreement, or upon such other terms provided that such other terms receive the approval of a Super-Majority-in-Interests of the Members.

(b) Intentionally Omitted.

3.4 No Interest on Capital Contribution. No Member shall be paid interest on its Capital Contribution.

3.5 Return of Capital Contributions; Form of Return of Capital. Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution.

3.6 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Unit Holder shall be obligated to restore a Negative Capital Account, unless otherwise required by law or Article IV hereof.

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those commercially reasonable terms upon which the Managers and the Member agree.

3.8 Liability of Members for Company Obligations. The Members shall not be liable for the repayment and discharge of debts and obligations of the Company.

3.9 No Third Party Beneficiaries. The provisions set forth in this Article III are solely and exclusively for the benefit of the Company and the Members, and are not intended to confer any rights on any third party. Without limiting the generality of the foregoing, no creditor of the Company shall be deemed a third party beneficiary of any obligation of the Members to contribute capital or make advances to the Company.

3.10 Representation of Members. EACH MEMBER HEREBY REPRESENT AS FOLLOWS: (A) THAT SUCH MEMBER HAS SUCH KNOWLEDGE AND EXPERIENCE

IN FINANCIAL AFFAIRS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF MAKING ITS CAPITAL CONTRIBUTION; (B) THAT NO MEMBER HAS RELIED IN CONNECTION WITH ITS DECISION TO MAKE A CAPITAL CONTRIBUTION UPON ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS BY ANY PERSON, INCLUDING WITHOUT LIMITATION, THE MANAGERS; (C) THAT SUCH MEMBER CAN AFFORD TO BEAR THE ECONOMIC RISK OF HOLDING ITS UNITS FOR AN INDEFINITE PERIOD OF TIME (D) THAT SUCH MEMBER CAN AFFORD TO SUFFER THE COMPLETE LOSS ITS CAPITAL CONTRIBUTION.; AND (E) THAT SUCH MEMBER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**").

Article IV
Distributions and Allocations

4.1 Distributions of Available Cash. The Managers shall have the right to determine whether, and to what extent, distributions of Available Cash shall be made to Members. When and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders, as of the last day of the month immediately preceding the month in which such distribution is made.

4.2 Distributions with Respect to Tax. The Managers shall use their best efforts to cause the Company to distribute sufficient cash to enable the Unit Holders to pay Federal and state income taxes arising from the Company's profits allocated to the Unit Holders during a taxable year, in an amount equal to the net taxable income of the Company allocated to each Unit Holder for such year times the highest marginal Federal and state income tax rates for such year applicable to an individual resident of Illinois. Such distribution shall be paid with respect to a taxable year of the Company within ninety (90) days after the end of such taxable year, or at such earlier times and in such amounts as determined in good faith by the Members to be appropriate to enable the Unit Holders to pay estimated income tax liabilities. Distributions made pursuant to Section 4.1 shall serve to discharge the Company's obligations under this Section 4.2.

4.3 Allocations of Profit and Losses. After giving effect to the special allocations set forth in Section 4.4, taxable income or loss, and other items of income and deduction, shall generally be allocated amongst the Unit Holders pro rata based on the Percentages of such Unit Holders. The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Unit Holder without the Unit Holder's prior written consent. To the extent any Member is unable to take a loss due to Capital Account limitations, any remaining loss shall be allocated to Members who have guaranteed loans, bank lines of credit or other obligations of the Company.

4.4 Regulatory and Other Special Allocations. The allocations pursuant to Section 4.3 hereof shall be subject to the following special allocations made in the following order of priority:

(a) Except as otherwise provided in Regulation Section 1.704-2(f), if there is a net decrease in Minimum Gain during any taxable year, each Unit Holder shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Regulation Section 1.704-2(i)(4), if there is a net decrease in Unit Holder Nonrecourse Debt Minimum Gain attributable to Unit Holder Nonrecourse Debt during any taxable year, each Unit Holder which has a share of Unit Holder Nonrecourse Debt Minimum Gain attributable to such Unit Holder Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Nonrecourse Debt Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items so allocated shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.4(b) is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event that any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulation promulgated under Section 704(b) of the Code, the deficit balance, if any, in such Unit Holder's Adjusted Capital Account as quickly as possible; provided, that an allocation pursuant to this Section 4.4(c) shall be made only if and to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.4 have been tentatively made as if this Section 4.4(c) were not in this Agreement.

(d) In the event that any Unit Holder has a deficit Capital Account at the end of any taxable year that is in excess of the sum of (i) the amount such Unit Holder is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of

Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(d) shall be made only if and to the extent that such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4.4 have been tentatively made as if Section 4.4(c) and this Section 4.4(d) were not in this Agreement.

(e) Nonrecourse Deductions for any taxable period shall be allocated to the Unit Holders in accordance with their respective Percentages. If the Managers determine in their good faith discretion that the Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements in the Regulation promulgated under Section 704(b) of the Code, the Managers are authorized to revise the prescribed ratio to the numerically closest ratio that satisfies such requirements.

(f) Any Unit Holder Nonrecourse Deductions for any taxable period shall be allocated 100% to the Unit Holder that bears the Economic Risk of Loss with respect to the Unit Holder Nonrecourse Debt to which such Unit Holder Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i). If more than one Unit Holder bears the Economic Risk of Loss with respect to a Unit Holder Nonrecourse Debt, such Unit Holder Nonrecourse Deductions attributable thereto shall be allocated between or among such Unit Holders in accordance with the ratios in which they share such Economic Risk of Loss.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Regulation Section 1.704-1(b)(2)(iv)(*m*) to be taken into account in determining Capital Accounts as a result of a distribution to a Unit Holder in complete liquidation of its interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such asset), or loss (if the adjustment decreases the basis of such asset), and such item of gain or loss shall be specially allocated to the Unit Holders in accordance with their Percentages in the event Regulation Section 1.704-1(b)(2)(iv)(*m*)(2) applies, or to the Unit Holder to whom such distribution was made in the event that Regulation Section 1.704-1(b)(2)(iv)(*m*)(4) applies.

(h) If any item of taxable income, gain, deduction or loss is imputed to a Unit Holder and such imputed income, gain, deduction or loss directly relates to a transaction between such Unit Holder and the Company, any corresponding item of income, gain, deduction or loss recognized by the Company, net of any income or deduction recognized by the Company in connection with such transaction, shall be allocated to such Unit Holder up to an amount of such imputed income, gain, deduction or loss, and any related deemed cash contribution or distribution (as the case may be) shall be treated as having been made by or to such Unit Holder.

(i) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to

take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. If the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset for federal income tax purposes shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.4(i) are solely for purposes of federal, state, local and foreign taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits and Losses or other items or distributions pursuant to any provision of this Agreement.

4.5 Distributions of Proceeds from a Sale Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the Sale of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.6 Distributions of Proceeds from a Refinance Transaction. To the extent there is Available Cash which are the proceeds from any transaction involving the refinance or restructuring of any debt of the Company, and to the extent the Managers determine in their sole discretion that, after providing for the Company's present and anticipated debts and obligations, capital needs, expenses and reasonable reserves for contingencies, it is appropriate and in the best interests of the Company to make distributions of Available Cash, then such distributions shall be made to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.7 Liquidation and Dissolution. If the Company is liquidated, the Company shall cause a final accounting to be made, and any allocation of Profits and Losses shall be made in accordance with Section 4.3 and the assets of the Company shall be distributed to the Unit Holders pro rata based on the Percentages of such Unit Holders.

4.8 Distributions In Kind. If any assets of the Company are distributed in kind to the Unit Holders, those assets shall be valued on the basis of their fair market value, and any Unit Holder entitled to any interest in those assets may receive that interest as a tenant-in-common with all other Unit Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Managers.

Article V
Management by Managers; Members

5.1 Management of the Company.

(a) The business and affairs of the Company shall be managed under the sole direction and control of the Managers, and all powers of the Company shall be exercised by or under the authority of the Managers. The Managers shall have an annual meeting at the principal place of business of the Company, the principal office of the Company or at such other location consented to by the Managers, such consent to be evidenced by written instrument or by the Managers' attendance at such location. Any action taken by the Managers shall constitute the act of, and shall be deemed to fully bind, the Company, unless such action required approval of the Members pursuant to this Agreement. No other Person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. Except as provided in Section 5.8, the Members shall have no power to remove any of the Managers as manager of the Company.

(b) Except as otherwise provided in this Agreement, all decisions of the Managers shall require the unanimous consent of the Managers as herein provided. Actions and decisions requiring the approval of the Managers may be authorized or made either by vote of the Managers taken at a meeting of the Managers, or by written consent without a meeting. Any Manager may call a meeting to consider approval of an action or decision under the provisions of this Agreement by delivering to the other Managers notice of the time and purposes of such meeting at least two (2) business days before the day of such meeting. Any such meeting shall be held at the principal place of business of the Company, unless the other Managers consent in writing or by their attendance of such meeting to its being held at another location.

(c) Subject to the Members' consent rights described in Section 5.10, the Managers shall have the sole and exclusive right to manage the day-to-day operations of the Company and shall have any and all rights and powers to act on behalf of the Company including, but not limited to, the right and the power to:

(i) supervise the operation and management of the Company;

(ii) cause the Company to acquire, lease and/or enter into an agreement to acquire, lease or dispose of the Property or other real estate;

(iii) cause the Company or its properties to be insured and to make determinations with respect to insurance companies, deductibles, types of coverage, claims, settlements and other similar matters;

(iv) determine the appropriate amount of reserves to be maintained thereby for anticipated future expenses, costs and taxes;

(v) determine the Company's operating and capital expenditures budgets and annual marketing plans;

(vi) from time to time borrow money and/or enter into financing or refinancing transactions with any bank or commercial lender on behalf of the Company;

(vii) acquire by purchase, lease or otherwise, any personal property, tangible or intangible;

(viii) subject to Section 5.10 of this Agreement, enter into any contract on behalf of the Company, including, without limitation, management or consultant contracts;

(ix) request Additional Capital Contributions from the Members pursuant to Section 3.2(a);

(x) subject to Section 3.3, authorize the issuance of Additional Interests and admit additional Members;

(xi) obtain licenses, approvals and permits necessary for the Business;

(xii) make decisions on behalf of the Company relating to compliance issues with governmental agencies or programs and/or licensure requirements;

(xiii) hire and fire all employees of the Company, as well as all officers and directors, if any; and

(xiv) execute, enter into, acknowledge and deliver all contracts, agreements and instruments necessary or appropriate to accomplish any of the foregoing.

5.2 Limitation on Authority of Members.

(a) Unless a Member is also a Manager, no Member shall be an agent of the Company solely by virtue of being a Member, and no Member shall have authority to act for the Company solely by virtue of being a Member.

(b) This Agreement, and specifically Sections 5.1 and 5.10 of this Agreement, supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Agreement shall be solely responsible for any loss and expense, including reasonable attorney fees, incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.3 Duties of Parties.

(a) The Managers shall devote such time to the business and affairs of the Company as is reasonably necessary to carry out the Managers' duties to the Company.

(b) Nothing herein shall be deemed to restrict in any way the rights of any Member or Managers, any Affiliate, or any member or shareholder of any Member, Managers or any of their respective Affiliates to conduct any other business or activity whatsoever, including, without limitation, such business or activity that is substantially

similar to the Business, and no Member or Manager shall be deemed to have any obligation (fiduciary or otherwise) or liability to the Company or to any other Member with respect to that business or activity. The organization shall be without prejudice to the respective rights of the Members and the Managers (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each of the Members and Managers waive any right that they might otherwise have to share or participate in such other interests or activities of any of the other Members or Managers, their Affiliates or any member or shareholder of their respective Affiliates.

(c) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates, including without limitation, the loan transaction described in Section 3.7 of this Agreement. In any of those cases, those dealings and undertakings shall be made only through arm's length transactions on terms and conditions approved by the Managers.

5.4 Indemnification of the Managers. The Company shall indemnify and hold harmless the Managers and their officers, members, operating directors, employees and agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed, in good faith, to be in the best interests of the Company and were not performed or omitted fraudulently or as a result of gross negligence or material misconduct. The Company may advance sums for payment of amounts described in this Section 5.4, provided that the recipient of any such advances shall be obligated to repay the amounts advanced if the recipient is finally adjudged ineligible to be indemnified hereunder.

5.5 Power of Attorney.

(a) Grant of Power. Each Member constitutes and appoints the Managers as the Member's true and lawful attorney-in-fact ("**Attorney-in-Fact**"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file, with respect to the Company:

(i) one or more Articles of Organization;

(ii) all documents including amendments to Articles of Organization which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement as permitted under Section 9.11 of this Agreement;

(iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Illinois or of any other state

or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Illinois;

(iv) one or more applications to use an assumed name; and

(v) subject to the provisions of Section 7.1, all documents which may be required to dissolve and terminate the Company and to cancel its Articles of Organization.

(b) Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of a Unit, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

5.6 Compensation; Management Fee.

(a) Except as provided in subsection (b) of this Section 5.6, the Managers shall not be entitled to compensation for services performed for the Company. Notwithstanding the foregoing, upon substantiation of the amount and purpose thereof, the Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(b) The Managers shall be entitled to receive a monthly management fee ("**Management Fee**") in consideration for the services performed for the Company equal to five percent (5%) of the monthly gross revenues of the Company, to be divided among the working Managers. Such fees shall be deemed earned and accrued by the Company at the end of each calendar month, regardless of when paid, and shall be the obligation of the Company from and after the date of accrual.

5.7 Withdrawal by a Manager.

(a) Subject to Section 5.7(b), each Manager may withdraw as a manager of the Company at any time upon thirty (30) days written notice to the Members.

(b) Notwithstanding Section 5.7(a), each Manager hereby covenants that such Manager shall not take any action to withdraw as a manager of the Company unless:

(i) If the Manager is the sole Manager at the time,

(A) The Members have, prior to the Manager's withdrawal, elected a substitute Manager which has at least one percent (1%) of the Percentages; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes; or

(ii) If the withdrawing Manager is not the sole Manager at such time,

(A) All remaining Managers have agreed to the Manager's withdrawal; and

(B) The withdrawal of the Manager as a manager of the Company will not affect the classification of the Company as a limited liability company pursuant to the Act or for federal income tax purposes.

5.8 Removal of a Manager. A Manager may be removed by the Members only pursuant to this Section 5.8.

(a) The Members holding a Majority-in-Interest shall have the right, exercisable by written notice given to the Manager and all of the other Members, to remove a Manager for "**Cause**." For purposes hereof, "**Cause**" shall mean fraud, malfeasance or intentional misconduct against the Company. In the event the Manager shall contest the validity of such removal, such removal shall not become effective unless a court of competent jurisdiction (including any court to which any appeal may be taken) shall have determined that Cause for such removal has been established. In the event that a Manager is properly removed for Cause, then such Manager shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and losses of the Company, to receive distributions of Company funds in accordance with Article IV hereof and to assign or transfer its Units pursuant to Article VI hereof. Specifically, such removed Manager shall not be entitled to vote on any matter as provided in this Agreement and such shall not be considered in determining a Majority-in-Interest of the Percentages.

5.9 Reconstitution of Company After Withdrawal or Death of the Manager. Upon the withdrawal, removal or death of the last remaining Manager or other terminating event under Sections 5.7 or 5.8, the remaining Members (not including for such purposes the estate of a deceased Manager or any Transferee who has not satisfied the requirements of Article VI to become a Member) shall have the right to elect to continue the business of the Company, in a reconstituted form if necessary, if, within ninety (90) days after the withdrawal or death of the Manager, Members representing a Majority-in-Interest agree in writing to continue the business of the Company and to the appointment of one or more additional managers. The exercise of the rights of reconstitution granted in this Section 5.9 shall not in any way constitute any Member a manager or impose any personal liability on any Member. Immediately upon the agreement of all such Members to continue the business, the Members, and/or any successor Manager shall

prepare, execute, and file for recordation amended or new Articles of Organization if required, and shall take or cause to be taken all steps required in connection with the continuation of the business in accordance with the applicable laws of the State of Delaware.

5.10 Members; Meetings and Voting.

(a) Notwithstanding anything to the contrary in this Agreement, the Managers shall not take any action with respect to the following matters, absent the approval of a Majority-in-Interest of the Members, which approval may be given or withheld in each Member's sole discretion:

(i) any filing of a petition seeking relief for the Company under any law for relief of debtors;

(ii) any redemption, purchase for cancellation or other acquisition by the Company of Units or other equity interests in the Company for more than $100,000;

(iii) any recapitalization of the Company;

(iv) any initiation of a lawsuit, claim, arbitration or mediation procedure or other similar action before any court of competent jurisdiction, administrative agency, third party arbitrator or mediator or other similar tribunal, if the value of such claim is at least $500,000;

(v) the entering into any agreement or commitment binding upon the Company with respect to any of the foregoing;

(vi) the Company's engagement in any business activity that represents a material deviation from the Business;

(vii) any merger affecting the Company;

(viii) any sale of all or substantially all of the assets of the Company;

(ix) the entering into any agreement or commitment binding upon the Company with respect to the foregoing; and

(x) any other matter that approval by a Majority-in-Interest of the Members is specifically required by this Agreement.

(b) A meeting of the Members may be called at any time by the Managers or by a Majority-in-Interest of the Members. Meetings of Members shall be held at the Company's principal place of business, the Company's principal office, or at any other place designated by the Person(s) calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person(s) calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice

shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

(c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members representing a Majority-in-Interest, or such other percentage as may re required in this Agreement, of the Members.

5.11 Personal Services of Members. Unless a Member is also a Manager, no Member shall be required to perform services for the Company solely by virtue of being a Member. Except as provided in Sections 4.1(b) and 5.6 of this Agreement, unless approved by the Majority-in-Interest of the Members, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Article VI
Transfer of Units and Withdrawals of Members

6.1 Transfers in General.

(a) Except as provided in Section 6.2 and Section 6.3, no Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Units unless the following conditions ("**Conditions of Transfer**") are satisfied:

(i) The Transfer will not require registration of Units or Membership Rights under any Federal or state securities laws;

(ii) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;

(iii) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(iv) The transferor or the transferee delivers the transferee's taxpayer identification number and the transferee's initial tax basis in the Transferred Units to the Company; and

(v) The transferor and transferee have complied with Sections 6.4, 6.5 and 6.6 of this Agreement.

(b) If the Conditions of Transfer are satisfied, then a Member or Unit Holder may Transfer all or any portion of that Person's Units. Notwithstanding the foregoing to

the contrary, a Member may not Transfer all or any portion of its Membership Rights without the prior consent of the Managers. Absent the required consent, any such proposed Transfer shall be void as a matter of law. If a transfer of all Membership Rights is approved as aforesaid, the transferee will succeed to all Membership Rights of the Member who transfers such Membership Rights.

(c) Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI.

6.2 Permitted Transferees; Transfers to Individuals Related to Members.

(a) Notwithstanding anything contained herein to the contrary, each Member shall, upon ten (10) days prior written notice to each of the other Members and the Managers, have the right to Transfer all or a portion of such Member's Membership rights to any Permitted Transferee with respect to such Member, without first obtaining the prior consent of the Members representing a Majority-in-Interest as provided in Section 6.1(b); provided, however, the terms and conditions of Section 6.1(a)(i) – (iv) must be satisfied first.

(b) To the extent any Member that is an individual desires to Transfer all or a portion of such Member's Membership rights to another individual (or a trust established for the benefit of said individual) that is a spouse, descendant (natural or adopted) or ancestor (natural or adopted) of such Member (a "**Family Transferee**"), the terms and conditions of Section 6.1(a)(v) shall not apply; provided, however, the remaining terms and conditions of Section 6.1(a) – (c) must be satisfied first.

(c) In addition to the foregoing, any Member may assign its rights to receive distributions of Available Cash (as provided in Article IV above) to any Person designated in writing by such Member to the Managers.

6.3 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal (as defined herein), then the successor of the withdrawn Member shall thereupon become a Unit Holder but shall not become a Member nor shall such successor be entitled to exercise any Membership Rights other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI. Specifically, such successor-in-interest shall not be entitled to vote on any matter as provided in this Agreement and such successor-in-interest's Units shall not be considered in determining a Majority-in-Interest of the Percentages. The successor-in-interest shall become a substituted Member only upon compliance with the applicable provisions of Article VI. As used herein, "**Involuntary Withdrawal**" means a Member's dissociation with the Company by means other than a Transfer or upon the occurrence of any of the following events: (i) the Member (A) makes an assignment for the benefit of creditors; (B) files a voluntary petition of bankruptcy; (C)

is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (D) seeks, consents to or acquiesces in the appointment of a trustee for, receiver for, or liquidation of, the Member or all or any substantial part of the Member's properties; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsections (A) through (D); (ii) if the Member is an individual, (A) the death or incapacity of such individual or (B) a final entry of judgment in a proceeding involving the dissolution of such individual's marriage, if such judgment shall result in a Transfer of such individual's Units; (iii) if the Member is acting as a Member by virtue of being a trustee of a trust, termination of the trust; (iv) if the Member is a partnership or another limited liability company, the dissolution and commencement of the winding up of the partnership or limited liability company; or (v) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter.

6.4 Company's Preemptive Rights.

(a) If a Member intends to Transfer any Units other than pursuant to Section 6.2 (the "**Transferring Member**"), such Transferring Member shall give the Company and each of the other Members written notice (a "**Notice of Sale**") of such intent which shall (i) describe the number of Units to be Transferred (the "**Offered Units**"); (ii) describe the purchase price and other terms of the proposed Transfer; and (iii) contain an offer to sell (an "**Offer to Sell**") such Units to the Company pursuant to the same terms and conditions as the proposed Transfer (the Company's rights to receive such offer and purchase such Units shall hereinafter be referred to as the "**Company's Preemptive Rights**").

(b) The Company, subject to approval by the Members as required in Section 5.10(a)(iii) of this Agreement, shall have the right to purchase the Offered Units by delivering, within thirty (30) days of receipt of the Notice of Sale, written notice to the Transferring Member of the Company's exercise of such right.

(c) If the Company does not exercise the Company's Preemptive Rights, then each of the other Members shall have the right to exercise the Offer to Sell (the "**Members' Secondary Preemptive Rights**") and shall have the right to purchase the Offered Units by delivering, within ten (10) days of the date that the Members' Secondary Preemptive Rights become effective, written notice to the Transferring Member of such Member's exercise of such right; provided, however, if more than one Member exercises such Members' Secondary Preemptive Rights, then an equal amount of the Offered Units shall be sold to each such Member.

(d) If neither the Company nor any of the Members exercise the foregoing rights, the Offer to Sell shall terminate and subject to the provisions of Section 6.1 hereof, the Transferring Member may sell or transfer the Offered Units to the proposed purchaser, provided such transaction is on the same terms and conditions as the Offer to Sell. As a condition to Transfer, the Transferring Member shall cause the buyer of the Offered Units to agree to be bound by the terms and conditions of this Agreement.

6.5 Tag Along Rights.

(a) If Members representing at least 80% of the Membership Interests (the "**Controlling Members**") desire to sell all of their Membership Interests or Units to a prospective purchaser, such Members shall provide written notice to the other Members (the "**non-Controlling Members**") of their intention to sell such Membership Interests and the terms and conditions of such sale, including without limitation, the per-Unit price and the proposed closing date of such sale, which shall be at least thirty (30) days after receipt of such notice (the "**Tag Along Notice**"). The non-Controlling Members shall have the right (the "**Tag Along Rights**") to participate in the contemplated sale under the same terms and conditions as offered to the Controlling Members by delivering a written notice of such desire within ten (10) days of receipt of the Tag-Along Notice. If the prospective purchaser will not purchase all of the Membership Units as a result of the non-Controlling Members' exercise of the Tag Along Rights, then each Member that wishes to sell to the prospective purchaser (each, a "**Selling Member**") shall be entitled to sell a number of Units equal to (x) the number of Units the prospective purchaser wishes to purchase (y) multiplied by a fraction, the numerator of which is the number of Units such Selling Member elects to sell and the denominator of which is the aggregate number of Units all of the Selling Member elect to sell.

(b) The Controlling Members shall use their best efforts to obtain the agreement of the proposed purchaser to the participation of the non-Controlling Members in the contemplated sale, and shall not sell any Units to the prospective purchaser if the prospective purchaser declines to allow the participation of the non-Controlling Members.

(c) All Units proposed to be sold by each Selling Member shall be free and clear of all liens, claims and encumbrances of any kind other than restrictions on transfer under this Agreement and under applicable federal and state securities laws.

6.6 Drag Along Rights. Notwithstanding the foregoing, if the Controlling Members desire to Transfer all of their Membership Interests or Units to a prospective third-party purchaser (i.e. excluding any Member or any Affiliate of an Member), the Controlling Members, upon written notice to the non-Controlling Members of the terms and conditions of such proposed sale at least thirty (30) days prior to the proposed closing of such sale, shall have the right (the "**Drag Along Rights**") to require the non-Controlling Members to sell their respective Membership Interests or Units to the prospective purchaser provided that the sale of the non-Controlling Members' Membership Interests or Units shall be on the same terms and conditions as the sale of the Controlling Members' Membership Interests or Units.

6.7 Change in Control of Entity Members. Each of the Members to the extent that any such Member is a corporation, partnership, limited liability company, trust or any other entity hereby covenants and agrees that it shall not permit any transfers of equity interests in any such Member if as a consequence thereof, such transfer would result in a change of voting control of such Member, including without limitation any Permitted Transferee that has become a Unit Holder or has been admitted as a substituted Member, absent the prior consent of the

Members representing a Majority-in-Interest. If any such Member permits any such transfer without the required prior consent, then such Member shall have no right to exercise any Membership Interests other than the rights to share in the profits and the losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to this Article VI

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) upon the written agreement of Members holding a Majority-in Interest; or

(b) the dissolution or bankruptcy of all of the Managers, unless a substitute Manager(s) is selected by agreement of a Majority-in-Interest of the remaining Members (without regard to any dissolved or bankrupt Managers) and the new Manager(s) elects to continue the business of the Company.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up the affairs of the Company. If at such time, there are no Managers, then a Majority-in-Interest of the Members shall select a Person to wind up the affairs of the Company. On winding up of the Company, the assets of the Company shall be distributed: first, to pay the costs and expenses of the winding up, liquidation and termination of the Company; second, to creditors of the Company, including Unit Holders who are creditors, in satisfaction of the liabilities of the Company; third, to establish reserves reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company; and then to the Unit Holders in accordance with Section 4.7.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Managers shall promptly file Articles of Dissolution with the Secretary. If there are no Managers, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Article VIII
Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records.

(a) The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with

respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's Federal, state or local tax returns.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours provided three (3) business days of advance notice is given. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managers, subject to the requirements and limitations of the Code.

8.4 Tax Matters Person. Benjamin M. Klein shall be the Company's "tax matters person" ("**Tax Matters Person**") and, as such, shall have all powers and responsibilities provided in Code Section 6221, et seq. or such other provisions as may become applicable to limited liability companies. The Tax Matters Person shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Person. The Company shall pay and be responsible for all reasonable third-party costs incurred by the Tax Matters Person in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Person may not compromise any dispute with the Internal Revenue Service without the approval of the Members having a Majority-in-Interest of the Percentages then held by all the Members. The Company shall indemnify and hold harmless the Tax Matters Person from and against any liabilities or costs associated with the performance of the duties described in this Section 8.4, unless such liabilities or costs have arisen from fraud, gross negligence or material misconduct of the Tax Matters Person.

8.5 Tax Elections. The Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754.

8.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

Article IX
General Provisions

9.1 Further Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Managers

deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted under this Agreement must be in writing and either: 1) delivered personally, 2) sent by certified or registered mail, postage prepaid, return receipt requested, 3) sent by recognized overnight delivery service, 4) sent by electronic mail with confirmed receipt transmission report or 5) by facsimile with confirmed receipt transmission report. A notice must be addressed to a Unit Holder at the Unit Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given: (i) three (3) business days to an address within the United States of America or (ii) seven (7) business days to an address outside of the United States of America after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by electronic mail or facsimile shall be deemed given when sent, provided a confirmed receipt transmission report is generated. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, the Company or any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, and that the Company or such injured party shall not be required to post bond or other security in connection therewith.

9.4 Dispute Resolution. The parties hereto agree that all problems or claims arising out of or in connection with this Agreement and all other agreements or other instruments executed in connection herewith, including any claim for specific performance (collectively "**Disputes**"), the Members shall, in good faith, use their reasonable best efforts to resolve the Dispute. If after such efforts the Members are unable within ten (10) days of the arising of the Dispute to resolve the Dispute in good faith, any party may submit to final and binding arbitration before the American Arbitration Association ("**AAA**"), with an office located in Chicago, Illinois, or its successor, pursuant to the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq*. The parties hereto agree that the rules of the American Arbitration Association applicable to commercial arbitrations shall apply to any such arbitration and that the Expedited Procedures under the Commercial Arbitration Rules shall apply. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with AAA, with a copy to the other party. The arbitration will be conducted in Chicago, Illinois, in accordance with the provisions of AAA Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with AAA and with one another

in selecting an arbitrator from a AAA panel of neutrals, and in scheduling the arbitration proceedings. The provisions of this Section 9.4 with respect to the arbitration before AAA may be enforced by any court of competent jurisdiction (subject to the provisions of Sections 9.5 and 9.6 of this Agreement), and the parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration. Upon the mutual agreement of the parties involved in the Dispute, the parties may submit to final and binding arbitration before any other recognized alternative dispute resolution company or organization with offices located in Chicago, Illinois. The parties hereto agree that this Section 9.4 has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

9.5 Choice of Law. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Illinois.

9.6 Jurisdiction; Venue. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, IN THE EVENT ANY DISPUTE BETWEEN THE PARTIES HERETO RESULTS IN LITIGATION, OR TO THE EXTENT A PARTY MUST GO TO A COURT OF LAW TO ENFORCE A JUDGMENT ARRIVED AT THROUGH ARBITRATION PURSUANT TO SECTION 9.4 OF THIS AGREEMENT, ALL SUCH ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

9.7 Attorneys' Fees in the Event of Dispute. In the event any dispute between the parties hereto results in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

9.8 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

9.9 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

9.10 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.11 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.12 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.13 Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. Furthermore, if any provision of this Agreement shall be adjudicated to be invalid, overbroad or unenforceable, the parties agree that the court making such determination shall have the power to delete, amend and/or reduce the duration and/or scope of, the provision thus adjudicated to be invalid or unenforceable to the extent necessary for said provision to be adjudicated valid and enforceable, such deletion and/or reduction to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

9.14 Amendment. This Agreement may be amended, altered or modified only by the affirmative vote of the Members holding a Majority-in-Interest; provided, however, that this Agreement may be amended by the Managers without any action of the Members in any of the following cases:

(a) Upon an advice by counsel, to the extent necessary to permit the allocations and distributions contained in this Agreement to be sustained under existing or future federal income tax laws and as otherwise provided in this Agreement;

(b) Exhibit A, listing the addresses and Percentages of the Members, may be modified from time to time by the Managers to reflect any admission of new Members, any change in the Members or in the Membership Interest of any Member which has been effected by Transfer, operation of the express terms of this Agreement, or other appropriate action, or to reflect any Member's change of address;

(c) to correct any clerical errors or omissions, provided that the Managers give prior written notice of such amendment to the Members; or

(d) to delete or add or modify any provision required to be so deleted, added, or modified by the staff of the Securities and Exchange Commission, any other federal agency or any state "Blue Sky" Commissioner or similar official, when the deletion,

addition, or modification is for the benefit or protection of the Members.

9.15 Construction. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

9.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.17 Waiver. The Law Office of Abraham A. Gutnicki, P.C. ("**LOAG**") has acted as lead counsel in developing the documentation for the Company. In this regard, the parties to this Agreement acknowledge that LOAG has informed each Member that a conflict of interest exists in LOAG's representation in such formation and that each Member has been advised to seek outside counsel and business advice to review all documents relating to the Company, including without limitation this Agreement, and to advise each Member as to the effects, consequences and legalities of such documents.

Remainder of this page left intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MANAGERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

MEMBERS:

Benjamin M. Klein

Brian J. Levinson

Mark Shapiro

Being all of the Members of the Company

EXHIBIT A

MEMBERS AND CAPITAL

Member	Address	Capital Contribution	Units	Percentage	SS/FEIN
Benjamin M. Klein	7444 Long Avenue Skokie, Illinois 60077	$1,000.00	300	33.33%	327-76-3567
Brian J. Levinson	3133 W. Sherwin Ave. Chicago, Illinois 60645	$1,000.00	300	33.33%	325-58-8690
Mark Shapiro	9223 Nagle Avenue Morton Grove, Illinois 60053	$1,000.00	300	33.33%	328-38-2799

GUARANTY

This Guaranty dated as of October 19, 2011 (the "Guaranty") is given by **OJCC, LLC**, an Illinois limited liability company ("Guarantor").

W I T N E S S E T H

WHEREAS, OJCC Realty, LLC, an Illinois limited liability company ("OJCC Realty"), is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and MS Springfield, LLC, an Indiana limited liability company ("Borrower"), have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, Guarantor is an affiliated entity of OJCC Realty and will operate the skilled nursing facility; and

WHEREAS, Borrower, OJCC Realty and Guarantor have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Town and Country Bank, an Illinois banking corporation (the "Bank") to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower, OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, it is in interest of Guarantor that Bank make such Loan and the Project be constructed;

WHEREAS, one of the conditions of the Loan is that Guarantor guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, Guarantor has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement and consent to the assignment of the guaranty to Bank to secure the Loan.

Now Therefore, for good and valuable consideration, the receipt of which Guarantor hereby acknowledges and in consideration of the Loan and other financial accommodation heretofore or hereafter at any time made or granted by Bank to Borrower and as an inducement to Bank to make, renew or extend a loan, advance, or other financial accommodation to Borrower, Guarantor hereby absolutely and unconditionally guaranties to Borrower and Bank the faithful performance of all obligations, covenants and agreements of OJCC Realty under the Lease and the LRF Agreement (collectively, the Lease and the LRF Agreement being the "Agreements").

Guarantor hereby absolutely and unconditionally guarantees to Borrower, Bank, and their successors and assigns, the prompt and full payment of all rent and other payments to be made by OJCC Realty under the Agreements, and the full performance and observance by OJCC Realty of all the other terms, covenants, conditions to be performed and observed by OJCC Realty, for which Guarantor shall be jointly and severally liable with OJCC Realty. Guarantor hereby waives any notice on nonobservance, or proof of notice or demand. Guarantor agrees that in the event of a default by OJCC Realty under the Agreements, Borrower or Bank may proceed against the Guarantor before, after or simultaneously with proceeding against OJCC Realty.

Guarantor further covenants and agrees that (i) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Agreements which are to be observed or performed by OJCC Realty thereunder, the same as if Guarantor were named therein as Tenant; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease transfer or other modification of the Agreements whether or not Guarantor shall have knowledge of, shall have been notified of, or has agreed or consented to the same.

This is an absolute and continuing Guaranty which shall remain in full force and effect and be irrevocable until payment in full of the principal, interest and all other indebtedness evidenced by the Note and Loan Documents, provided, however, that the affidavit, certificate, letter or statement of the Bank or any officer, agent or attorney of the Bank showing any part of the principal, interest or other indebtedness being unpaid shall constitute prima facie evidence of the validity, effectiveness, and continuing force of this Guaranty and any person may, and is hereby authorized to, rely thereon, absent demonstrable error.

Guarantor's liability shall be direct, immediate and not conditional or contingent upon the pursuit by Borrower or Bank of any remedies they may have or the requirement to resort first to OJCC Realty, any other party or any other remedy whatsoever. Borrower or Bank may pursue all or any of its remedies at one or at different times.

Guarantor agrees that Borrower may, in its sole and unfettered discretion but only with Bank's written consent, without notice to or consent of Guarantor and without in any way impairing or otherwise releasing, discharging or affecting Guarantor's obligations hereunder: (1) release OJCC Realty or any other person who may be liable under the Agreements; (2) release

or substitute any collateral; (3) fail to perfect any security interest or otherwise impair any collateral; (4) waive or impair any right Guarantor may have against OJCC Realty or any other person who may be liable under the Agreements; (5) settle or compromise any claim against OJCC Realty or any other person who may be liable under the Agreements; (6) make any election with respect to the Agreements allowable under law or the Agreements; (7) exercise or fail to exercise any rights Borrower may have under the Agreements; or (10) renew, extend, or modify the Agreements, including (without limitation) the amount of rent.

Guarantor waives any right to require Borrower or Bank to resort to any collateral, pursue any remedy or seek payment from OJCC Realty or any other person who may be liable under the Agreements before enforcing this Guaranty. Guarantor waives any notice of acceptance of this Guaranty, or any notice of the incurring by OJCC Realty at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder.

In the event either or both of the Agreements are disaffirmed by a Trustee in bankruptcy for OJCC Realty, Guarantor agrees that it shall, at the election of Borrower, either assume the Agreements and perform all of the covenants, terms and conditions of OJCC Realty thereunder or enter into new Agreements, which said new Agreements shall be in form and substance identical to the Agreements.

This Guaranty shall not be terminated, affected, or impaired in any manner by reason of: (1) the assertion by Borrower or Bank against OJCC Realty of any of the rights or remedies reserved to Borrower or Bank pursuant to the provisions of the Agreements; (2) the commencement of summary or other proceedings against OJCC Realty; (3) the failure of Borrower or Bank to enforce any of its rights against OJCC Realty; or (4) the granting by Borrower or Bank of any extensions of time to OJCC Realty.

Guarantor agrees to pay all costs of enforcement of this Guaranty when incurred, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of Borrower and Bank and their successors and assigns.

This Guaranty shall be governed by and construed pursuant to the law of the State of Illinois.

Guarantor agrees that, to the extent that OJCC Realty makes a payment or payments to Borrower or Bank, or Borrower or Bank receive any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to OJCC Realty, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of OJCC Realty or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Borrower of and from any claim or loss under this subparagraph, including Borrower's and Bank's legal fees and expenses and other expenses in the defense of any such action or suit

Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of OJCC Realty under the Agreements or any rights of contribution from any other guarantors of such liabilities.

Time is of the essence of this Guaranty.

TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS GUARANTY SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THIS GUARANTY.

Guarantor acknowledges and consents to the assignment of this Guaranty to Bank to secure the Loan and agrees to perform its obligations hereunder for Bank if Bank exercises any rights and privileges conferred hereunder.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first set forth above.

GUARANTOR:

OJCC, LLC
an Illinois limited liability company

By: _____
Name: Benjamin M. Klein
Its Manager

LEASE RESERVE FUND AGREEMENT

This LEASE RESERVE FUND AGREEMENT ("Agreement") is entered into as of October 19, 2011, by and among **OJCC REALTY, LLC**, an Illinois limited liability company ("Tenant"), **MS SPRINGFIELD, LLC,** an Indiana limited liability company ("Landlord"), and **TOWN AND COUNTRY BANK**, an Illinois banking corporation ("Bank").

W I T N E S S E T H

WHEREAS, Tenant is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, Tenant and Landlord have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by the First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Landlord will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from Tenant (subject to the hereinafter described Mortgage) and lease the Project back to Tenant;

WHEREAS, Landlord and Tenant have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Landlord, which Loan is evidenced by the promissory note from Landlord to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Landlord and Tenant to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, Tenant has agreed to establish and maintain a Lease Reserve Fund with Bank to secure Tenant's obligations under the Lease (the "LRF") and to maintain the LRF with Bank as additional security for the Loan;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations herein set forth, the parties hereto for themselves and their respective successors and assigns and successors in interest, do hereby covenant and agree as follows:

1. **Establishment of LRF.** Tenant has opened a deposit account with the Bank denominated: "Lease Reserve Fund for OJCC Realty, LLC" which shall be maintained under Tenant's Federal Employer Identification Number. The Bank hereby accepts and acknowledges the receipt, and deposits to the credit of the LRF in the amount of $1,050,000.00 (the "LRF Amount"). The LRF shall be used solely to prevent or cure a default under the Lease pursuant to the terms thereof, and to the extent available pursuant to the Lease, to prevent or cure a default under the Note or Mortgage pursuant to the terms thereof. Upon any withdrawal of funds from the LRF, Tenant shall immediately deliver funds to Bank to restore the balance in the LRF to the LRF Amount. Subject to the Lease, Landlord shall have disbursement authorization on the LRF account. Bank shall provide periodic account statements to Tenant and Landlord.

2. **Pledge and Hypothecation of LRF.** Tenant acknowledges and consents to the Landlord's assignment to Bank of Landlord's rights to the LRF as security for the Loan. Tenant pledges and hypothecates the LRF to Landlord and Bank to secure Tenant's obligations under the Lease. Tenant authorizes Landlord and Bank to take, and Tenant shall take, all actions and execute all documents required by Landlord and Bank to attach, perfect and maintain Landlord's and Bank's security interest in the LRF and establish and maintain Landlord's and Bank's right to receive the LRF including, but not limited to, executing and filing any financing statements, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law.

3. **Withdrawals from LRF Generally.** In the event of Tenant's default under the Lease, to the extent monies then on deposit in the LRF may be collected pursuant to the Lease, such amounts shall be delivered to Landlord and Bank upon either's written direction for application to amounts owing on the Note and Mortgage, except that the LRF Amount shall be returned to Tenant upon the occurrence of any events triggering return of the LRF Amount to Tenant pursuant to Section 24.3 of the Lease (a "Release Event"). No withdrawals shall be permitted from the LRF by Tenant without the prior written consent of Landlord and Bank. So long as the Loan and any renewals or extensions thereof are outstanding, all withdrawals from the LRF, other than upon the occurrence of a Release Event, shall be paid to Bank and applied to pay and reduce amounts owing on the Loan.

4. **Non-Cancellation or Transfer.** This Agreement shall not be cancelled or terminated and monies in the LRF shall not be transferred to another account without the prior written consent of Landlord and Bank, other than upon the occurrence of a Release Event, in which case the prior written acknowledgment of Bank of the occurrence of a Release Event shall be required, which shall not be unreasonably withheld or delayed.

5. **Termination.** This Agreement shall terminate on the earlier to occur of (i) payment of all amounts owing on the Loan, and (ii) the termination hereof by written agreement of all the parties hereto. Upon such termination, all LRF moneys then held by Bank shall be released to Landlord and Tenant as they shall jointly direct.

6. **Hold Harmless.** Landlord and Tenant agree to hold Bank harmless and to indemnify Bank against any loss, liability, expense (including reasonable attorneys' fees and expenses), claim, or demand arising out of or in connection with the performance of the Bank's

obligations in accordance with the provisions of this Agreement, except to the extent caused by the negligence or willful misconduct of the Bank. The foregoing indemnities in this paragraph shall survive the resignation of the Bank or the termination of this Agreement.

7. **Bank Obligations.** The Bank's duties are only such as are specifically provided herein, and the Bank shall incur no liability to Tenant or Landlord except to the extent caused by Bank's negligence or willful misconduct. The Bank may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Bank shall be fully protected in acting in accordance with any written instructions given to it by Landlord or Tenant hereunder and which have been executed by the proper parties, including Landlord when required.

8. **Bank Resignation.** The Bank may resign from its duties hereunder by giving notice thereof to Tenant and Landlord, but such resignation shall not become effective until a successor to Bank shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor shall not have been delivered to the Bank within 30 days after the giving of such notice of resignation, Bank may at the expense of Landlord and Tenant at any time thereafter petition any court of competent jurisdiction for the appointment of a successor.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of Illinois. It may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

10. **Notices.** Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by registered mail, postage prepaid, or delivered by hand. Copies of any required notices, consents or requests hereunder shall also be delivered to the Bank:

(i) if to Tenant, to:

OJCC Realty, LLC
7444 Long Avenue
Skokie, Illinois 60077

(ii) if to the Landlord, to:

MS Springfield, LLC
109 West Jackson Street
PO Box 767
Cicero, Indiana 46034
Attn: General Counsel

(iii) if to the Bank, to:

Town and Country Bank
1925 South MacArthur Boulevard
Springfield, Illinois 62704

IN WITNESS WHEREOF, this agreement has been signed and executed as of the date written above.

TENANT:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

LANDLORD:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

BANK:

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

IN WITNESS WHEREOF, this agreement has been signed and executed as of the date written above.

TENANT:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

LANDLORD:

MS SPRINGFIELD, LLC
an Indiana limited liability company

By Its Manager:
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Name Paul Ezekiel Turner
Title: President

BANK:

TOWN AND COUNTRY BANK
an Illinois banking corporation

By: _____
Name: Grant N. Franklin
Title: Senior Vice President

OP ID: 94

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 11/15/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Hylant Group Inc-Indianapolis
100 South College Ave, #230
Bloomington, IN 47404
W. Mark Dilts

PHONE (A/C, No, Ext): 812-332-4484

FAX (A/C, No): 812-333-3068

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #: MSSPR-1

COMPANY
Philadelphia Indemnity Ins Co

INSURED
MS Springfield, LLC
Ed Grogg
109 West Jackson Street
Cicero, IN 46034

LOAN NUMBER

POLICY NUMBER: PHPK795683

EFFECTIVE DATE: 11/21/11

EXPIRATION DATE: 11/21/12

CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
3089 Old Jacksonville Road
Springfield, IL 62704-6486

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - at the Project Site	8,574,270	5,000
Builders Risk - All Covered Property	8,574,270	5,000
Builders Risk - In Transit	100,000	include
Builders Risk - In Temp. Storage	100,000	include

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Town & Country Bank
1925 South MacArthur Blvd
Springfield, IL 62704

X MORTGAGEE
LOSS PAYEE
ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
Susan M. Wood

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OP ID: 94

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 11/15/2011

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AGENCY
Hylant Group Inc-Indianapolis
100 South College Ave, #230
Bloomington, IN 47404
W. Mark Dilts

PHONE (A/C, No, Ext): 812-332-4484

FAX (A/C, No): 812-333-3068

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SUB CODE:

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COMPANY
Philadelphia Indemnity Ins Co

INSURED
MS Springfield, LLC
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109 West Jackson Street
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EFFECTIVE DATE: 11/21/11

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CONTINUED UNTIL TERMINATED IF CHECKED

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PROPERTY INFORMATION

LOCATION/DESCRIPTION
3089 Old Jacksonville Road
Springfield, IL 62704-6486

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
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Builders Risk - All Covered Property	8,574,270	5,000
Builders Risk - In Transit	100,000	include
Builders Risk - In Temp. Storage	100,000	include

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Walsh Construction Company
II, LLC
929 West Adams Street
Chicago, IL 60607

[ ] MORTGAGEE
[X] LOSS PAYEE
[ ] ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
Susan M. Wood

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ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Assignment"), is entered into this 19 day of October, 2011 ("Effective Date"), by and between **Mainstreet Property Group, LLC**, an Indiana limited liability company ("Assignor") and **MS Springfield, LLC**, an Indiana limited liability company ("Assignee") and consented to by **Walsh Construction Company II, LLC** ("Walsh").

RECITALS:

A. Assignor and Walsh are parties to an AIA Construction Agreement dated as of September 30, 2011 (the "Contract"), pursuant to which Assignor and Walsh have agreed to the certain terms concerning the construction of short stay rehab facility located on certain real estate in the City of Springfield, Illinois and commonly known as 3089 Old Jacksonville Road (the "Real Estate").

B. Pursuant to the Contract Assignor may assign the Contract with the consent of Walsh.

C. Assignor was erroneously identified in the Contract as "Mainstreet Properties Group, Inc."

D. Assignor desires to assign, and Assignee desires to accept the assignment of the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises the mutual covenants herein set forth, and other good and valuable consideration, the receipt, legal adequacy and sufficiency of which are hereby acknowledged, it is agreed:

1. **Assignment of Contract**. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, interest, duties and obligations in, to and under the Contract.

2. **Acceptance and Assumption**. As of the Effective Date, Assignee hereby accepts the assignment of the Contract and hereby assumes all of Assignor's rights, duties, interest, obligations and responsibilities in, to and under the Contract accruing on and after the Effective Date, and Assignee covenants and agrees to timely and fully comply with, pay and perform the Contract from and after the Effective Date, and hereby agrees to indemnify, defend and hold harmless Assignor with respect to the Contract, including all expenses, charges and liabilities, costs of defense and reasonable attorneys' fees.

3. **Benefit; Additional Instruments**. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their successors and assigns. The parties shall

execute and deliver such further and additional instruments, agreements, documents and other writings as may be necessary to evidence or carry out the provisions of this Assignment.

4. **Entire Agreement; Amendment**. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the assignment and assumption of the Contract and supersedes all prior negotiations, commitments, agreements and understandings made by the parties hereto relating to the subject matter hereof. This Assignment may not be amended or modified except by a writing signed by the parties hereto.

5. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provisions.

6. **Counterparts**. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective deliver thereof.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

MAINSTREET PROPERTY GROUP, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc.,
an Indiana corporation
Its: Manager

By: _____
Paul Ezekiel Turner, President

ASSIGNEE:

MS SPRINGFIELD, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc.,
an Indiana corporation
Its: Manager

By: _____
Paul Ezekiel Turner, President

CONSENT AND JOINDER

The undersigned, as "Contractor" under the Contract hereby joins in the execution of this Assignment for the purpose of consenting thereto and for the further purpose of agreeing to be bound by and subject to the respective rights, obligations and duties of the parties hereunder. Furthermore, the undersigned also hereby acknowledges that under the Contract the "Owner" is erroneously shown as "Mainstreet Properties Group, Inc." and agrees that the intent was for the "Owner" to be Mainstreet Property Group, LLC, an Indiana limited liability company.

Walsh Construction Company II, LLC,
an Illinois limited liability company

By: _____

Printed: Sean C. Walsh

Title: President

EXHIBIT A

[Attach Contract]

CONSTRUCTION LOAN ESCROW TRUST AND DISBURSING AGREEMENT

Escrow Trust No.: ES 500000070 001 ES

Commitment and/or Policy No.: 710105493

ARTICLE 1: General Information

A. Owner:

Name: OJCC Realty, LLC

AND

Borrower: MS Springfield, LLC
109 N. Jackson St.
Cicero, IN 46034

Telephone No.: (317)420-0205
Fax No.: (317)420-0206
Email Address:

Attorney for borrower:

Name: Christoper J. Lukaart, Esq

Address: clukaart@mainstreetcap.net
MAINSTREET PROPERTY GROUP, LLC
109 N. JACKSON ST.
CICERO, Indiana 46034

Telephone No.: (317)420-0205
Fax No.: (317)420-0206
Email Address:

B. Lender: TOWN AND COUNTRY BANK

Name: GRANT N. FRANKLIN

Address:
1525 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, Illinois 62704

Contact Person: GRANT N. FRANKLIN
Telephone No.: (217) 698-4164
Fax No.: (217)787-1535
Email Address:

Attorney for Lender: KIRK SOUTHWORTH/HART, SOUTHWORTH &

Name:

Address:
ONE NORTH OLD STATE CAPITOL PLAZA
SUITE 501
SPRINGFIELD, Illinois 62701

Telephone No.: (217) 753-0055
Fax No.: (217) 753-1056

C. Escrow Trustee:

Name: Chicago Title and Trust Company, a corporation of Illinois (hereinafter known as CT&T Co.)

Address:
1795 W. State St.
Geneva, IL. 60134

Contact Person: Sally A. Soderstrom
Telephone No.: (630) 232-2750
Fax No.: (630) 232-2890
soderstroms@ctt.com

D. Title Insurer:

Name: Chicago Title Insurance Company, a corporation of Nebraska (hereinafter known as CTIC)

Address:
1043 South Fifth Street
Springfield, IL. 62703

Contact Person: Eric Campbell
Telephone No.: (217)789-9863
Fax No.: (217)789-9898
Email Address:

E. Inspector/Architect:

Name: KEETO OF ILLINOIS, INC.
Address: 2725 MAGNAROX WAY
FORT WAYNE, Indiana 46804

Contact Person: RON HARRIYER
Telephone No.:
Fax No.:

F. General Contractor:

Name: WALSH CONSTRUCTION COMPANY II LLC
Address: 929 WEST ADAMS ST.
CHICAGO, Illinois 60607

Contact Person: Peter Glimco
Telephone No.:
Fax No.:
Email Address: pglimco@walshgroup.com

G. Construction Manager:

Name: MAIN STREET PROPERTY GROUP
Address: 109 W. JACKSON ST.
CICERO, Indiana 46034

Contact Person: HENRY NUCKOLS
Telephone No.: (317)420-0205
Fax No.:
Email Address: hnuckols@mainstreetcap.net

H. Project Name: 3088 OLD JACKSONVILLE RD., SPRINGFIELD
Project Description:
Project Location:

I. Cash Deposits:

Amount of Deposits to be made by Lender:

Amount of Deposits, if any, to be made by Owner/Borrower:

J. Billing Instructions:

Title and Construction Escrow charges are to be billed to:

Name: MS SPRINGFIELD, LLC
Address: 109 N. Jackson St.
Cicero, IN 46034

ARTICLE 2: Recitals

A. Owner has executed /will execute a mortgage/trust deed encumbering the premises described as follows:

See Exhibit 'A' attached hereto and made a part hereof/Same as those described in CTIC Commitment/Policy No. 1234 710105493

for the purpose of financing, in whole or in part, the construction of or the rehabilitation of improvements thereon (the project).

For the benefit of the Lender, CTIC has been requested to issue its ALTA Commitment and/or Policy insuring the lien of the mortgage from the consequences of mechanics' liens on an interim basis as construction of the Project progresses; and for the benefit of Lender and Borrower, CT&T Co. has been requested to provide a disbursing service as a means to pay for construction and related development costs.

At the request of Borrower, Lender will make periodic cash deposits into this Trust to be disbursed by Escrow Trustee in accordance with the provisions of this Agreement as hereinafter set forth. Said deposits will not be requested more frequently than once per calendar month. Owner/Borrower may also deposit or cause to be deposited funds not constituting mortgage proceeds into this Trust which said funds shall also be disbursed by Escrow Trustee pursuant to provisions of this Agreement.

MS Springfield LLC represents and warrants to CT&T Co. that at the date of this Agreement, funds available for construction payment are ample to complete the Project

B. The parties hereto agree that Escrow Trustee will disburse Trust deposits made for construction payment to

GENERAL CONTRACTOR

In the event that the General Contractor and any subcontractor jointly authorize Escrow Trustee to pay any funds due one to the other, the Escrow Trustee may comply with such authorization. However, it is the intention of the parties named herein and signatory hereto that no person not a party signatory to this escrow shall have the right to look at the Escrow Trustee for any disbursment hereunder under a third party beneficiary theory or otherwise, and that the Escrow Trustee owes no duty to any such third party to make any disbursement.

ARTICLE 3: Requirements

A. Prior to the first disbursement of funds hereunder by Escrow Trustee, the following requirements shall have been satisfied, to wit:

** (1) The Escrow Trustee shall furnish or shall be prepared to furnish to the Lender, as insured, a 2006 ALTA Loan Policy with a mechanics lien exception if no construction contracts have been let prior to the first draw, or a 2006 ALTA Loan Policy, together with CTIC's Interim Mechanics Lien Endorsement (Revised 2010) if construction contracts have been let, and such other endorsements as set forth hereinafter, (the Policy). If such policy has issued to Lender prior to Escrow Trustee's first disbursement of funds hereunder, then Escrow Trustee shall furnish or be prepared to furnish CTIC Date Down Endorsement 7 and Interim Mechanics Lien Endorsement (Rev. 2010) covering the requested disbursement.

(2) Other endorsements, if any:

(3) Borrower shall furnish Lender and Escrow Trustee a Sworn Owner's Statement disclosing the various contracts entered into by the Borrower relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due, if any.

(4) The Borrower shall furnish or cause to be furnished Lender and Escrow Trustee a sworn statment disclosing the various contracts entered into by the General Contractor relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due if any.

LENDER SHALL FURNISH Escrow Trustee the following, to wit:

(a) An approval of the conditions of the title as disclosed by the said commitment.

(b) An approval for loan disbursement purposes of the Owner's Statement and the sworn statement of the General Contractor.

B. Prior to each disbursement of funds by Escrow Trustee hereunder, the Borrower shall furnish or cause to be furnished to Escrow Trustee the following:

(1) A current dated Sworn Owner's Statement as described hereinbefore in this Article 3 at A (3);

(2) A current dated Sworn Statement to Owner by the General Contractor, as described hereinbefore in this Article 3 at A(4), covering its current construction draw request.

(3) Sufficient funds to cover the current disbursement request. (this requirement applies to MS Springfield LLC)

(4) Written approval by Borrower of the payment by Escrow Trustee of the current construction draw(s). Should said approval not be obtained, a subsequent Sworn Owner's Statement reflecting the disbursal of the current draw shall constitute written approval by Borrower of the current draw. In the event that nonconstruction costs are to be paid by Escrow Trustee with Trust funds, then Borrower shall provide written directions to Escrow Trustee, approved in writing by Lender, setting forth the names and addresses of the payees, the amounts of the respective payments, and the purpose of the payments, i.e., legal fees, real estate taxes, etc.

(5) A report by the Inspector or a certification by the Architect certifying that work has been completed and materials are in place as indicated by the current construction draw(s) request approved by the Borrower.

(6) Statements, waivers, affidavits, supporting waivers, and releases of lien from such persons and in such form as may be required by CTIC for the purpose of providing the title insurance coverage specified in this Agreement covering the current disbursement.

C. At the time of each disbursement by Escrow Trustee, subsequent to the issuance of Policy, Escrow trustee shall furnish, or be prepared to furnish to Lender, CTIC Date Down Endorsement 7 and Interim Mechanic's Lien Endorsement (Rev. 2010) covering the current disbursement.

**Endorsements issued to the lender through this construction loan escrow will be in the form attached as Exhibit B "Interim Mechanics Lien Endorsement A (Revised 2010).

ARTICLE 4: General Conditions

A. At any time prior to the commencement of disbursement of funds hereunder, Escrow Trustee shall have the right to notify Lender that CTIC declines any risk offered for insurance under the commitment for title insurance aforesaid. Whereupon Escrow Trustee shall return to the parties any documents and/or funds in Escrow Trustee's possession relating to the Loan.

Where, after the first disbursement of funds by Escrow Trustee, a further title search by CTIC reveals a subsequently arising title matter which gives rise to a title exception over which CTIC is unwilling to insure, Escrow Trustee will notify the Lender and may discontinue disbursement until the exception has been disposed of to the satisfaction of the Lender.

B. If at any time during the course of construction the total of the unpaid disclosed cost of construction, as indicated by the construction column totals on the current dated Sworn Owner's Statement furnished Escrow Trustee pursuant to this Article 3.B(1), exceeds the amount of undisbursed mortgage proceeds as calculated by subtracting the total amount of liability taken on the endorsements provided for at Article 3C from the face amount of the mortgage, the Escrow Trustee need not make further disbursements under the terms of this Agreement until the Borrower has deposited in this Escrow Trust the sum necessary to make the available funds equal to the unpaid disclosed cost of construction. Also, if Escrow Trustee discovers a misstatement in an affidavit furnished by General Contractor or Borrower, or any inconsistency or contradiction between or among any figure in the Borrower's Statement, or the General Contractor's statement or any subcontractor's statement, Escrow Trustee may stop disbursement until the misstatement has been corrected. Escrow Trustee may, at its option, verify information submitted by the Borrower and the contractors or may require the Borrower to furnish or cause to be furnished verification of contract amounts by subcontractors or material suppliers. Should lender know that the total of the unpaid disclosed cost of construction exceeds the amount of the undisbursed mortgage proceeds as calculated aforesaid, or learn of discrepancies or inaccuracies in the sworn statements or of services, labor or material being furnished but not reflected on the sworn statements, Lender shall notify Escrow Trustee. Escrow Trustee has no liability hereunder to the Borrower relating to protection against mechanic's lien claims.

C. Prior to the final disbursement of the funds hereunder by Escrow Trustee, it is a requirement of this Agreement that CTIC be prepared to delete the mechanics lien exception on the issued ALTA Loan Policy covering the date of final disbursement, subject to the usual terms and conditions contained in that form of policy and also subject to exceptions as approved heretofore by Lender, together with the above listed endorsements, if any.

All required documentation must be submitted to Escrow Trustee and approved by CTIC prior to the final disbursement of Trust deposits by Escrow Trustee.

D. The functions and duties assumed by Escrow Trustee include only those described in this Agreement and Escrow Trustee is not obligated to act except in accordance with the terms and conditions of this Agreement. Escrow Trustee does not insure that the building will be completed, nor does it insure that the building, when completed, will be in accordance with plans and specifications, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspector/Architect its own, nor does it assume any liability for same other than procurement as one of the conditions precedent to each disbursement.

Escrow Trustee has no liability for loss caused by an error in the certification furnished it hereunder as to work in place.

Escrow Trustee shall not be responsible for any loss of documents while such documents are not in its custody. Documents deposited in the United States Mail shall not be construed as being in custody of Escrow Trustee.

In the event of default as declared by the Lender and/or foreclosure of the mortgage by the Lender, Escrow Trustee shall have the right to discontinue further disbursements under this Agreement.

E. N.B.: Title and construction escrow charges will be billed at the time the first draw request is submitted. Payment is to be made before the second draw request is processed. In the event title and escrow charges are not paid as required, CT&T Co. may terminate this Agreement upon thirty (30) days' written notice to Borrower and Lender. Title and construction escrow charges have been billed based upon the assumption that the Project will be completed on or before _____(or two years from the date of this escrow if no date is inserted). Additional title and construction escrow charges shall be due if the Project is not completed by said date.

F. Borrower or Lender may direct Escrow Trustee to invest trust deposits; provided, however, that such direction shall be in writing, contain the consent of all other parties to this Escrow Trust, and be accompanied by the taxpayer's identification number and such investment forms as may be required. Escrow Trustee will, upon request, furnish information concerning procedures and fee schedules for investment.

Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Trustee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Illinois Corporate Fiduciary Act (205 ILCS 620/2-8), and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however nothing herein shall diminish Escrow Trustee's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

In the event the Escrow Trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow trust.

G. In the event that the Owner/Borrower has engaged the services of a "Construction Manager" in lieu of a "General Contractor," as noted in Article 1 hereof, then all references contained in this Agreement to "General Contractor" are hereby deleted and "Construction Manager" is hereby substituted therefor. In the event that the Owner/Borrower has engaged the services of both a "Construction Manager" and one or more "General Contractors," as noted in Article 1 hereof, then all references contained in Article 3 of this Agreement to "General Contractor" are hereby deleted and the following is hereby substituted therefor: "Construction Manager and the General Contractor(s)". In the event that the Owner/Borrower has not contracted with either a "Construction Manager" or a "General Contractor", the sworn owner's statement shall constitute the sworn general contractor's statement.

H. The undersigned agree that this Agreement is not intended by any of the undersigned to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower as a third party beneficiary or otherwise under any theory of law.

In Witness Whereof, the undersigned have executed this Agreement this 25th day of October, 20 11.

~~Owner~~/Borrower: MS SPRINGFIELD, LLC OJCC Realty, LLC

By: V. Edward Craig, President By:

Lender: TOWN AND COUNTRY BANK

By:

Escrow Trustee: Chicago Title and Trust Company

By:
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

For the General Contractor

For the Construction Manager

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics lien endorsement to the Lender if required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreement issued for mechanics lien coverage on account of the construction of Project. Owner/Borrower for himself/herself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Chicago Title Insurance Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Chicago Title Insurance Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this 19th day of October 20 11.

Owner/Borrower: MS SPRINGFIELD, LLC — OJCC Realty, LLC

By: _____ By: Benjamin M. Klein, Manager

Lender: TOWN AND COUNTRY BANK

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____ For the General Contractor

_____ For the Construction Manager

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics lien endorsement to the Lender as required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreements issued for mechanics lien coverage on account of the construction of Project. Owner/Borrower for himself/itself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Chicago Title Insurance Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Chicago Title Insurance Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this _____ day of _____,20 _____ .

Owner/Borrower: MS SPRINGFIELD, LLC OJCC Realty, LLC

By: _____ By: _____

Lender: TOWN AND COUNTRY BANK

By: _____ TOWN & COUNTRY BANK BY GRANT N. FRANKLIN SENIOR VICE PRESIDENT

Escrow Trustee: Chicago Title and Trust Company

By: _____

(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____ _____

For the General Contractor For the Construction Manager

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics lien endorsement to the Lender as required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreements issued for mechanics lien coverage on account of the construction of Project. Owner/Borrower for himself/itself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Chicago Title Insurance Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Chicago Title Insurance Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this ____ day of _____, 20 _____.

Owner/Borrower: MS SPRINGFIELD, LLC — OJCC Realty, LLC

By: _____ By: _____

Lender: TOWN AND COUNTRY BANK

By: _____ TOWN & COUNTRY BANK BY GRANT N. FRANKLIN SENIOR VICE PRESIDENT

Escrow Trustee: Chicago Title and Trust Company

By: _____

(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____ For the General Contractor

_____ For the Construction Manager

In Witness Whereof, the undersigned have executed this Agreement this _____ day of _____, 20 _____ .

Owner/Borrower: MS SPRINGFIELD, LLC _____ OJCC Realty, LLC _____

By: _____ By: _____

Lender: TOWN AND COUNTRY BANK _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that _____ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in the position to disburse.

_____ _____

For the General Contractor - Sean C. Walsh
President

For the Construction Manager

Exhibit A

CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1271 710105493 SPR
STREET ADDRESS: 3089 Old Jacksonville Road
CITY: Springfield **COUNTY:** Sangamon
TAX NUMBER: 13-36-476-005

LEGAL DESCRIPTION:

The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Situated in Sangamon County, Illinois.

EXCEPTING THEREFROM the existing right of way as said right of way is described in a survey made by Richard Tonellato of Greene & Bradford, Inc. dated September 26, 2011, known as Project No. 08-197, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet to the true point of beginning, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin, thence South 89 degrees 31 minutes 30 seconds East 330.50 feet to an iron pin, thence South 00 degrees 06 minutes 28 seconds West 53.10 feet to a point on the Section line, thence North 89 degrees 29 minutes 35 seconds West along the Section line a distance of 330.48 feet to the true point of beginning.

The above-described real estate is also described in the above-mentioned survey by Richard Tonellato, as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Commencing at a disk marking the Southwest corner of the East Half of the Southeast Quarter of the aforementioned Section 36, thence South 89 degrees 29 minutes 35 seconds East along the Section line a distance of 672.60 feet, thence North 00 degrees 05 minutes 28 seconds East 52.92 feet to an iron pin marking the true point of beginning, thence continuing North 00 degrees 05 minutes 28 seconds East 606.26 feet to an iron pin on the South line of Lewis E. Wood Estate Plat, thence South 89 degrees 31 minutes 14 seconds East along said South line a distance of 330.67 feet to an iron pin marking the Northwest corner of Townley Place Subdivision, thence South 00 degrees 06 minutes 28 seconds West along the West line of said subdivision a distance of 606.23 feet to an iron pin on the North right of way line of Sangamon County Highway 8, thence North 89 degrees 31 minutes 30 seconds West along said right of way line a distance of 330.50 feet to the true point of beginning.

AND

Easement rights contained in Reciprocal Easement for Sewer Line, recorded June 8, 1990 as Document Number 90J14655.

LEGALD

CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1271 710105493 SPR
STREET ADDRESS: 3089 Old Jacksonville Road
CITY: Springfield **COUNTY:** Sangamon
TAX NUMBER: 13-36-476-005

LEGAL DESCRIPTION:

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Situated in SANGAMON COUNTY, ILLINOIS.

LEGALD

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS) AND OTHER MATTERS

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION, as aforesaid, a final waiver from the WALSH CONSTRUCTION, final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

~~Owner~~/Borrower: MS Springfield, LLC

By: V. Edward Cosgrove, President

Lender: _____

By: _____

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

**All references to Walsh Construction above shall mean Walsh Construction Company II, LLC.

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, . /Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, /Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the /Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, a final waiver from the WALSH CONSTRUCTION , final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the /Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: OJCC Realty, LLC

By: Benjamin M. Klein, Manager 10/19/11

Lender: _____

By: _____

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

CLTOA/ALTA

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Owner/Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Owner/Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, a final waiver from the WALSH CONSTRUCTION , final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Owner/Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: _____

By: _____

Lender: Town & Country Bank

By: Grant N. Franklin, SVP

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS)

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Owner/Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, the partial waiver of the WALSH CONSTRUCTION in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Owner/Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION , as aforesaid, a final waiver from the WALSH CONSTRUCTION , final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Owner/Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: _____

By: _____

Lender: Corus Construction Bank

By: Grant N. Frankel, SVP

General/Construction Manager: _____

By: _____

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

CLTDAGRS

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS
TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

OJCC Realty, LLC is hereby delegating their rights to direct payment approval under construction loan escrow trust and disbursing agreement 500000070-001 to MS Springfield, LLC. OJCC Realty, LLC further states that they have not let any contracts and will not be letting any contracts for the construction and completion of the premises referred to in escrow 500000070-001.

OJCC REALTY, LLC

BY: Benjamin M. Klein, Manager

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

AMENDMT

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS
TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

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OJCC REALTY, LLC

BY:

_____

MS Springfield LLC

By: V. Edward Kelly, President

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

_____

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

_____

AMSUPENT

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

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OJCC REALTY, LLC

BY:

_____

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

GRANT N. FRANKLIN, SVP

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

_____

AMSUPINT

AMENDATORY OR SUPPLEMENTAL INSTRUCTIONS TO BE ATTACHED TO ESCROW TRUST AGREEMENT

Escrow Trust No.: ES 500000070

Date: 10/18/11

Taken by: Sally A. Soderstrom

Chicago Title & Trust Company:

OJCC Realty, LLC is hereby delegating their rights to direct payment approval under construction loan escrow trust and disbursing agreement 500000070-001 to MS Springfield, LLC. OJCC Realty, LLC further states that they have not let any contracts and will not be letting any contracts for the construction and completion of the premises referred to in escrow 500000070-001.

OJCC REALTY, LLC

BY:

APPROVED BY:

TOWN AND COUNTRY BANK

BY:

GRANT N. FRANKLIN, SVP

ACCEPTED BY:

CHICAGO TITLE & TRUST COMPANY

BY:

ANSTPINI

AMENDMENT TO CONSTRUCTION LOAN ESCROW TRUST AND DISBURING AGREEMENT

("AFTER-THE-FACT" PRODUCTION OF WAIVERS) AND OTHER MATTERS

With respect to Escrow Trustee requirements for the furnishing of mechanics' lien coverage to Lender at the time of each disbursement of funds by Escrow Trustee, this Agreement is hereby amended in the following particulars. Article 3.B. (6) is hereby deleted and the following substituted therefor:

> At the time of the first construction draw paid pursuant to the provisions of this Agreement, Borrower shall furnish or cause to be furnished to the Escrow Trustee a Sworn Statement to Owner by the WALSH CONSTRUCTION ** as set forth hereinbefore above at Article 3 at A.(3), together with the partial waiver of the WALSH CONSTRUCTION ** in the amount of the draw.
>
> At the time of each subsequent construction draw, Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee a sworn statement to Owner by the WALSH CONSTRUCTION **, as aforesaid, the partial waiver of the WALSH CONSTRUCTION **in the amount of the current draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed on the prior draw.
>
> At the time of the final construction loan disbursement by Escrow Trustee or at such time as CTIC is requested to issue the Standard ALTA Loan Policy, as provided in Article 4.C. hereof, furnishing to the insured thereunder full mechanic lien coverage, the Borrower shall furnish, or cause to be furnished to Escrow Trustee a final sworn statement to Owner by the WALSH CONSTRUCTION **, as aforesaid, a final waiver from the WALSH CONSTRUCTION **, final waivers and affidavits from subcontractors, final waivers from sub-subcontractors, and material suppliers, and such other affidavits or releases of lien, if required by CTIC; or in the alternative, the Borrower shall enter into such indemnification arrangement with CTIC as required by CTIC to underwrite the requested coverage and issue the said required policy.

Nothing contained in this amendment shall be construed as affecting or diminishing the coverage furnished by CTIC to the Lender under the provisions of the Loan Policy provided for at Article 3.A.(1) and the endorsements thereto provided for at Article 3.C.

Owner/Borrower: _____

By: _____

Lender: _____

By: _____

General/Construction Manager: Walsh Construction Company II, LLC

By: Sean C. Walsh
President

Escrow Trustee: Chicago Title and Trust Company

By: _____
(Authorized Signatory)

**All references to Walsh Construction above shall mean Walsh Construction Company II, LLC.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this _____ day of _____ A.D. 19 2011 .

Walsh Construction Company II, LLC

BY: Sean C. Walsh
President

ATTEST: Brian R. Walsh
Secretary

ADDRESS OF CORPORATION:
929 West Adams Street

Chicago, Illinois 60607

Date: _____

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____ A.D. 19 _____ .

_____ (SEAL)

Social Security Number:
Address: _____

_____ (SEAL)

Social Security Number:
Address: _____

Prepared by: _____
CTIC

Title: _____

Approved by: _____
CTIC

Title: _____

This instrument was prepared by:
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

When recorded return to (name, address):
TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BOULEVARD
SPRINGFIELD, IL 62704

sblf | small business lending fund

Small Business Jobs Act Certification

The following information is requested pursuant to Section 4107(d)(2) of the Small Business Jobs Act of 2010. The law requires an institution to obtain a certification from any business receiving a loan using funds received by the institution under the Small Business Lending Fund.

Legal Name of Loan Recipient: MS SPRINGFIELD, LLC ("Borrower")

Legal Name of Lending Institution: TOWN & COUNTRY BANK ("Lender")

As required by Section 4107(d)(2) of the Small Business Jobs Act of 2010, Borrower hereby certifies to Lender that the principals[1] of Borrower and its affiliates have not been convicted of, or pleaded *nolo contendre* to, a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)).

Legal Name of Loan Recipient:

MS SPRINGFIELD, LLC

By: _____
Authorized Signature

Name: PAUL EZEKIEL TURNER, PRES.

Title: OF MAINSTREET ASSET MANAGEMENT, INC.

Date: 10/19/11

[1] The term "principals" is defined as follows: if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity.

RECEIVED 5/18/09

STATE OF ILLINOIS
HEALTH FACILITIES PLANNING BOARD
525 WEST JEFFERSON STREET • SPRINGFIELD, ILLINOIS 62761 • (217)782-3516

May 11, 2009

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles H. Foley, Health Care Consultant
Charles H. Foley & Associates
1638 South MacArthur Blvd.
Springfield, Illinois 62704

RE: **PERMIT**: Illinois Health Facilities Planning Act 20 ILCS 3960

Dear Mr. Foley:

On April 21, 2009, the Illinois Health Facilities Planning Board approved the application for permit for the referenced project based upon the project's substantial conformance with the applicable standards and criteria of Part 1110 and 1120. In arriving at a decision, the State Board considered the findings contained in the State Agency Report, the application material, and any testimony made before the State Board.

- **PROJECT: #08-086 - Springfield Nursing and Rehabilitation Center** The permit holders are approved for the establishment of a 75 bed long term care facility to be located at 3089 Old Jacksonville Road, Springfield, Illinois. The permit holders will construct 54,375/GSF of new space.

- **PERMIT HOLDERS:** The permit holders are OJCC, LLC and OJCC Realty, LLC., 15 Brighton Road, Springfield, Illinois. The licensee and operating entity is OJCC, LLC and the owner of the site if OJCC Realty, LLC.

- **CONDITIONS AND STIPULATIONS:** The permit holders are required to certify the 75 bed long term care facility for Medicare and Medicaid services.

- **PERMIT AMOUNT**: $12,950,000

- **PROJECT OBLIGATED BY**: October 21, 2010
- **PROJECT COMPLETION DATE**: May 31, 2011

This permit is valid only for the defined construction or modification, site, amount and the named permit holder and **is not transferable or assignable.**

In accordance with the Planning Act, the permit is valid until such time as the project has been completed, provided that all post permit requirements have been fulfilled, pursuant to the requirements of 77 Ill. Adm. Code 1130, The permit holder is responsible for complying with the following requirements in order to maintain a valid permit. Failure to comply with the requirements may result in expiration of the permit or in State Board action to revoke the permit.

1. OBLIGATION-PART 1130.720

   The project must be obligated **prior to the Project Obligation Date,** unless the permit holder obtains an "Extension of the Obligation Period" as provided in 77 Ill. Adm. Code 1130.730.

2. ANNUAL PROGRESS REPORT-PART 1130.760

   An annual progress report must be submitted to IDPH every 12-month from the permit issuance date until such time as the project is completed.

3. PROJECT COMPLETION REQUIREMENTS-PART 1130.770

   The permit holder must submit a written notice of project completion as defined in Section 1130.140. Each permit holder shall notify HFPB within 30 days following the project completion date and provide supporting documentation within 90 days following the completion date and must contain the information required by Section 1130.770.

   This permit does not exempt the project or permit holder from licensing and certification requirements, including approval of applicable architectural plans and specifications prior to construction. Should you have any questions regarding the permit requirements, please contact Mike Constantino.

Sincerely,

Jeffrey S. Mark
Executive Secretary

cc: William Bell
Karen Senger
Jody Gudgel
Project File

RECEIVED 10/31/11

STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD
:525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 •(217) 782-3516 FAX: (217) 785-4111

October 17, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John P. Kniery
Charles H. Foley and Associates, Inc.
1638 So. MacArthur Boulevard
Springfield, Illinois 62704

RE: ALTERATION TO PERMIT
Project: #08-086- Springfield Nursing and Rehabilitation Center
Permit Holders: OJCC Realty, LLC and OJCC, LLC

Dear Mr. Kniery:

On October 12, 2011 the Illinois Health Facilities and Services Review Board approved an alteration request for the above-captioned project. The approved alteration decreases the gross square footage ("GSF") of the project from 54,375 GSF to 45,271 GSF a decrease of 9,104 GSF. There is no change in the approved permit amount or the approved number of beds.

The permit holder is reminded of the other post-permit requirements contained in "Subpart G" of Part 1130. Adherence to these requirements is essential in maintaining a valid permit and is the **sole responsibility of the permit holder.**

Should you have any questions, please contact our office at (217) 782-3516 and ask to speak to a staff person about post permit requirements.

Sincerely,

Courtney R Avery

Courtney R. Avery, Administrator
Illinois Health Facilities and Services Review Board

cc: Dale Galassie, Chairman

BUILDING AND ZONING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

August 2, 2011

Todd M. Turner
Sorling, Northrup, Hanna,
Cullen & Cochran, Ltd.
Suite 800, Illinois Building
Springfield, IL 62705

Brian Levinson
7444 North Long Ave.
Skokie, IL 60077

RE: 3089 Old Jacksonville Road
Docket # 2011-022

Dear Sirs:

Enclosed is your copy of the Ordinance granted by the Springfield City Council.

If you should have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Matt McLaughlin
Assistant Zoning Administrator

MM:llc

304 MUNICIPAL CENTER WEST • SPRINGFIELD, ILLINOIS 62701 • (217) 789-2171 • FAX (217) 789-2048

AN ORDINANCE GRANTING THE PROPERTY LOCATED AT 3089 OLD JACKSONVILLE ROAD, A VARIANCE OF SECTION 155.020(a), REGULATIONS OF THE OFF, OFFICE DISTRICT, OF THE SPRINGFIELD ZONING ORDINANCE

DOCKET #2011-022

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, on June 15, 2011, the Springfield Planning and Zoning Commission heard a petition for a Variance of Section 155.020(a), Regulations of the OFF, Office District, for the property located at 3089 Old Jacksonville Road, and legally described as follows:

> **The West Five (5) acres of the East Ten (10) acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois. Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals. Tax ID 13-36-0-476-005**

WHEREAS, all statutory notice requirements have been fulfilled in regard to said hearing; and

WHEREAS, the Springfield Planning and Zoning Commission recommended that the Springfield City council approve the petition as submitted; and

WHEREAS, the Springfield City Council agrees with the recommendation of the Springfield Planning and Zoning Commission, and finds adequate factual basis for said recommendation adopting the Commission's findings as it own findings.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the property located at 3089 Old Jacksonville Road, as legally described above, is hereby granted a Variance of Section 155.020(a), Regulations of the OFF, Office District, to allow a facility up to 50,000 square feet.

Section 2: The Zoning Administrator is hereby directed to amend the map according to the provisions stated herein.

Section 3: This Ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: July 19, 2011

RECORDED: July 27, 2011

ATTEST: _____
CITY CLERK

SIGNED: 7.21, 2011

_____
MAYOR

Approved as to legal sufficiency:

JAP 7.21.11
Office of Corporation Counsel/Date

S:\WPDOCS\ORDINANC\ZONERS\2011\Variance\3089 Old Jacksonville Road.doc

MS Springfield, LLC 109 W Jackson Street POB 767 Cicero IN 46034 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	TOWN AND COUNTRY BANK 1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Line of Credit No. 500132519 Date October 19, 2011 Max. Credit Amt. 10,360,000.00 Loan Ref. No. 500132519

You have extended to me a line of credit in the **AMOUNT** of Ten million three hundred sixty thousand & no/100 $ 10,360,000.00.

You will make loans to me from time to time until 3:00 p.m. on January 19, 2013. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:

☒ OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
a. I have borrowed the maximum amount available to me;
b. This line of credit has expired;
c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
e. We become aware of a material adverse change in your financial or business circumstances which may affect your ability to repay the monies already lent to you.

☐ DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed _____ $ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

☐ OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.

☒ CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 10/19/11, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:
FUTURE ADVANCES WILL BE MADE UPON THE REQUEST OF THE BORROWER TO CONSTRUCT 75 BED SKILLED NURSING FACILITY

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

☒ security agreement dated October 19, 2011
☒ mortgage dated October 19, 2011
☒ guaranty dated October 19, 2011
☒ UCC dated October 19, 2011
☒ ASSIGNMENT LEASE & RENTS 10/19/11
☐ _____

4. REMEDIES: If I am in default on the note(s) you may:
a. take any action as provided in the related documents;
b. without notice to me, terminate this line of credit.
By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
a. maintain books and records of my operations relating to the need for this line of credit;
b. permit you or any of your representatives to inspect and/or copy these records;
c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
e. _____

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

GRANT N FRANKLIN

Title SENIOR VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

MS Springfield, LLC

MS Springfield, LLC

© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM LCA 5/2/91

GUARANTY

TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

SPRINGFIELD (City), ILLINOIS (State)

October 19, 2011

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce TOWN AND COUNTRY BANK (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of MS Springfield, LLC (herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): All Present and Future Debts Of The Above Listed Borrower To TOWN AND COUNTRY BANK.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of $ _____ (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated _____; ☐ secured by _____.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

PAUL EZEKIEL TURNER

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

Express® ©Bankers Systems, Inc., St. Cloud, MN 56301 FORM M-240 9/7/2005 (For Corporate Guarantor use M-250)

TOWN AND COUNTRY BANK
1925 SOUTH MACARTHUR BLVD
SPRINGFIELD, IL 62704

GUARANTY

SPRINGFIELD (City), ILLINOIS (State)

October 19, 2011

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce TOWN AND COUNTRY BANK (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of MS Springfield, LLC (herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): All Present and Future Debts Of The Above Listed Borrower To TOWN AND COUNTRY BANK.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of $ _____ (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated _____; ☐ secured by _____.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

Vincent E. Grogg
VINCENT E GROGG

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

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GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	
MAINSTREET CAPITAL PARTNERS, LLC 109 W JACKSON STREET CICERO, IN 46034	TOWN AND COUNTRY BANK 1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704	Number 500132519 Amount 10,360,000.00 Date 10/19/11

GUARANTY

DATE. The date of this Guaranty is October 19, 2011.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of MS Springfield, LLC (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

☐ **Specific Debts.** The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (Indebtedness).

☒ **All Debts.** Except as this Guaranty may otherwise provide, the Guarantor guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (Indebtedness)). Without limitation, this Guaranty includes the following described debt(s):

All Present and Future Debts of Borrrower to TOWN AND COUNTRY BANK.

Exclusions.

☐ Guarantor will be liable for $_____ of the principal amount of the indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Guarantor's liability will not exceed _____ % of the indebtedness outstanding at default and all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Indebtedness Excludes:

SECURITY.

☒ the Guaranty is unsecured.

☐ secured by _____.

IL only ☒ CONFESSION OF JUDGMENT. If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of Lender. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

PA only ☐ WARRANT OF AUTHORITY TO CONFESS JUDGMENT. Upon default, in addition to all other remedies and rights available to Lender, by signing below Guarantor irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against Guarantor at any time without stay of execution. Guarantor waives notice, service of process and process. Guarantor agrees and understands that judgment may be confessed against Guarantor for any unpaid principal, accrued interest and accrued charges due on this Note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as Lender elects. Guarantor further understands that Guarantor's property may be seized without prior notice to satisfy the debt owed. Guarantor knowingly, intentionally, and voluntarily waives any and all constitutional rights Guarantor has to pre-deprivation notice and hearing under federal and state laws and fully understands the consequences of this waiver.

By signing immediately below, Guarantor agrees to the terms of the WARRANT OF AUTHORITY TO CONFESS JUDGMENT section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on page 2). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

MAINSTREET CAPITAL PARTNERS, LLC Entity Name (Seal)	Entity Name (Seal)
Name, Title BY MAINSTREET ASSET MANAGEMENT, INC. BY PAUL EZEKIEL TURNER, PRESIDENT. (Seal)	Name, Title (Seal)
Name, Title (Seal)	Name, Title (Seal)

ADDITIONAL PROVISIONS

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof.

The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefited by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revokes this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. The Guarantor will be liable for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmittal document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without any notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Guarantor waive(s) any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor's property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State in which it is executed. The Guarantor waives notice of the Lender's acceptance hereof.

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GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	
MAINSTREET PROPERTY GROUP LLC 109 W JACKSON STREET CICERO, IN 46034	TOWN AND COUNTRY BANK 1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704	Number 500132519 Amount 10,360,000.00 Date 10/19/11

GUARANTY

DATE. The date of this Guaranty is October 19, 2011.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of MS Springfield, LLC (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

☐ **Specific Debts.** The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (Indebtedness).

☒ **All Debts.** Except as this Guaranty may otherwise provide, the Guarantor guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (Indebtedness)). Without limitation, this Guaranty includes the following described debt(s):

All Present and Future Debts of Borrrower to TOWN AND COUNTRY BANK.

Exclusions.

☐ Guarantor will be liable for $_____ of the principal amount of the Indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Guarantor's liability will not exceed _____ % of the Indebtedness outstanding at default and all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Indebtedness Excludes:

SECURITY.

☒ the Guaranty is unsecured.

☐ secured by _____.

IL only ☒ **CONFESSION OF JUDGMENT.** If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of Lender. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

PA only ☐ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to Lender, by signing below Guarantor irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against Guarantor at any time without stay of execution. Guarantor waives notice, service of process and process. Guarantor agrees and understands that judgment may be confessed against Guarantor for any unpaid principal, accrued interest and accrued charges due on this Note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as Lender elects. Guarantor further understands that Guarantor's property may be seized without prior notice to satisfy the debt owed. Guarantor knowingly, intentionally, and voluntarily waives any and all constitutional rights Guarantor has to pre-deprivation notice and hearing under federal and state laws and fully understands the consequences of this waiver.

By signing immediately below, Guarantor agrees to the terms of the WARRANT OF AUTHORITY TO CONFESS JUDGMENT section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on page 2). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

MAINSTREET PROPERTY GROUP, LLC Entity Name (Seal)	Entity Name (Seal)
Name, Title (Seal) MAINSTREET ASSET MANAGEMENT, LLC. BY PAUL EZEKIEL TURNER, PRESIDENT.	Name, Title (Seal)
Name, Title (Seal)	Name, Title (Seal)

ADDITIONAL PROVISIONS

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof.

The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefited by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revokes this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. The Guarantor will be liable for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmittal document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without any notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Guarantor waive(s) any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor's property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State in which it is executed. The Guarantor waives notice of the Lender's acceptance hereof.

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GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	
MAINSTREET ASSET MANAGEMENT INC. 109 W JACKSON STREET CICERO, IN 46034	TOWN AND COUNTRY BANK 1925 SOUTH MACARTHUR BLVD SPRINGFIELD, IL 62704	Number 500132519 Amount 10,360,000.00 Date 10/19/11

GUARANTY

DATE. The date of this Guaranty is October 19, 2011.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of MS Springfield, LLC (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

☐ **Specific Debts.** The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (Indebtedness).

☒ **All Debts.** Except as this Guaranty may otherwise provide, the Guarantor guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (Indebtedness)). Without limitation, this Guaranty includes the following described debt(s):

All Present and Future Debts of Borrrower to TOWN AND COUNTRY BANK.

Exclusions.

☐ Guarantor will be liable for $_____ of the principal amount of the indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Guarantor's liability will not exceed _____ % of the indebtedness outstanding at default and all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Indebtedness Excludes:

SECURITY.

☒ the Guaranty is unsecured.

☐ secured by _____.

IL only ☒ **CONFESSION OF JUDGMENT.** If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of Lender. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

PA only ☐ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to Lender, by signing below Guarantor irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against Guarantor at any time without stay of execution. Guarantor waives notice, service of process and process. Guarantor agrees and understands that judgment may be confessed against Guarantor for any unpaid principal, accrued interest and accrued charges due on this Note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as Lender elects. Guarantor further understands that Guarantor's property may be seized without prior notice to satisfy the debt owed. Guarantor knowingly, intentionally, and voluntarily waives any and all constitutional rights Guarantor has to pre-deprivation notice and hearing under federal and state laws and fully understands the consequences of this waiver.

By signing immediately below, Guarantor agrees to the terms of the WARRANT OF AUTHORITY TO CONFESS JUDGMENT section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on page 2). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

MAINSTREET ASSET MANAGEMENT INC. Entity Name (Seal)	Entity Name (Seal)
Name, Title PRESIDENT (Seal)	Name, Title (Seal)
Name, Title (Seal)	Name, Title (Seal)

ADDITIONAL PROVISIONS

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof.

The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefited by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revokes this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. The Guarantor will be liable for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmittal document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without any notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Guarantor waive(s) any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor's property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State in which it is executed. The Guarantor waives notice of the Lender's acceptance hereof.

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ASSIGNMENT OF DEVELOPMENT ITEMS

THIS ASSIGNMENT (the "Assignment") is made as of October 19, 2011 by and between MS SPRINGFIELD, LLC, an Indiana limited liability company (the "Borrower"), and TOWN AND COUNTRY BANK, a state banking corporation, 1925 South MacArthur Boulevard, Springfield, Illinois 62704 (the "Bank").

RECITALS:

WHEREAS, OJCC Realty, LLC an Illinois limited liability company ("OJCC Realty"), is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and Borrower have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement dated October ___, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, OJCC, LLC, an Illinois limited liability company ("OJCC") is an affiliated entity with OJCC Realty and will operate the skilled nursing facility;

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note"), the Loan Addendum of even date herewith by and among Borrower, OJCC Realty, OJCC and Bank (the "Loan Addendum") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, the Loan is documented and secured by, among other instruments, the Note, the Loan Addendum, the Mortgage, the LRF Agreement, and the Guaranties as described in the Loan Addendum (collectively, the "Loan Documents");

WHEREAS, it is in the interest of OJCC Realty and OJCC that Bank make such Loan and the Project be constructed;

WHEREAS, one of the conditions of the Loan is that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement pursuant to the Guaranty of OJCC dated of even date herewith given to Borrower and Bank which Borrower may assign to Bank (the "OJCC Guaranty").

WHEREAS, as a condition of Bank entering making the Loan, Bank requires Borrower to assign to Bank all right, title and interest of the Borrower in and to the Development Items (as defined below).

ASSIGNMENT

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as part of the consideration for the Bank to make the Loan, Borrower and Bank agree as follows:

1. Assignment. (a) Borrower does hereby assign to Bank, its successors and assigns, all of Borrower's right, title and interest in and to the following items (the "Development Items") now or hereafter used or useful in connection with the control, development, construction and operation of the Project and Property:

(i) All plans and specifications prepared for the construction of the Project and any improvements, including without limitation, all studies, estimates, data, drawings, trade names, trademarks, and service marks;

(ii) All contracts, agreements, rights, documents, or instruments arising out of or in connection with the Project and the construction of improvements on the Property, whether now or hereafter existing, including but not limited to the OJCC Guaranty, the LRF Agreement, the Lease, the Option Agreement, and the Escrow Agreement dated _____, 2011 (the "Escrow Agreement") by and among Chicago Title Insurance Company, Borrower, OJCC Realty, Benjamin Klein, Brian Levinson and Mark Shapiro (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as the "Members"), the Assignment of Permit dated _____, 2011, by and between OJCC Realty, OJCC and Borrower (the "Permit Assignment"), and the Agreement to Assign Membership Interest dated _____, 2011 by and between the Members and Borrower (the "Membership Assignment");

(iii) All documents, instruments and agreements relating to, or in any way connected with, the operation, control, development or construction of the Project, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group, plats, PUDs, preliminary development plans, drainage studies, soil tests, tap rights or utility supply

agreements, traffic studies, master planning documents, environmental studies, appraisals, maps, surveys, renderings, marketing studies, and

(iv) All contracts, agreements, permits, licenses, authorizations and certificates with any individuals, entities, governmental or quasi-governmental entities or utility providers, including without limitation all architectural contracts, construction contracts, engineering contracts, subcontracts, agreements with suppliers of material, management contracts, service contracts, maintenance contracts, franchise agreements, license agreements, building permits and operating licenses with respect to the Project.

(b) Borrower does not warrant that any of the Development Items are assignable. Borrower makes this assignment to the extent that the Development Items may be legally assigned, and subject to the terms of any contracts, laws, ordinances and other matters governing Borrower's interest in the Development Items.

2. Borrower's Representations and Warranties. Borrower represents and warrants that:

(a) The Development Items are held by Borrower or when acquired by Borrower will be held by Borrower free and clear of all prior liens, security interests, charges and encumbrances whatsoever with respect to the Project and covenants and agrees with Bank to perform all acts required of it to maintain the Development Items in good standing at all times.

(b) The plans and specifications (and other relevant Development Items) for the Project covered by each building permit have been or will be approved by all governmental authorities whose approval is required or appropriate at the time such permit is issued.

(c) Borrower has not conveyed, transferred, or assigned the Development Items or any right or interest therein and has not executed any other document or instrument that might prevent or limit the Bank from operating under the terms, conditions and provisions of this Assignment, and subject to the terms of any contracts, laws, ordinances and other matters governing Borrower's interest in the Development Items.

(d) Borrower shall make no other assignment of the Development Items or of any right or interest therein.

(e) Borrower shall substantially perform and observe, in timely fashion, all of the covenants, conditions, obligations and agreements of Borrower in connection with the Development Items, in material accordance with the terms, conditions and provisions thereof.

(f) Borrower shall not intentionally waive, execute any agreement which could be interpreted as waiving, or in any manner release or discharge any party from, the material covenants, conditions, obligations or agreements to be performed or observed in connection with the Development Items, or condone any material nonperformance thereof, but shall, at its sole cost and expense, enforce and secure the performance of all material covenants, conditions, obligations and agreements to be performed or observed in connection with the Development Items.

3. Indemnity. In the exercise of the powers herein granted, no liability shall be asserted or enforced against the Bank prior to the enforcement of its rights hereunder, all such liability being hereby expressly waived and released by the Borrower. Borrower shall and does hereby agree to indemnify the Bank and hold it harmless of and from any and all liability, loss or damage which it may or might incur by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligations or undertakings required to be performed by Borrower in connection with the rights and privileges hereby assigned, except to the extent caused by the Bank's gross negligence or willful misconduct, and said indemnity does not extend to any acts or omissions Bank might make after asserting its rights to the Development Items under this assignment.

4. Bank's Rights. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default has occurred under the Loan Documents, but upon the occurrence of any such default, the Bank shall be entitled to all the rights, privileges and benefits of Borrower with respect to the Development Items, including the right to use the Development Items.

5. Attorney-In-Fact. Borrower does hereby make, constitute and appoint Bank, and its successors and assigns, as Borrower's true and lawful attorney-in-fact, in Borrower's name, place and stead, or otherwise, upon the occurrence of any default under the Loan Documents:

(a) To do all acts and to execute, acknowledge, obtain and deliver any and all instruments, documents, items or things necessary, proper or reasonably required in order to use and transfer the Development Items, including but not limited to the membership interests in OJCC Realty and the certificate of need as described in the Escrow Agreement, Permit Assignment and Membership Assignment;

(b) To give any notices, instructions, or other communications in connection with the Development Items;

(c) To demand and receive all performances due in connection with the Development Items and to take all lawful ways and means for the enforcement thereof and to compromise and settle any claim or cause of action in Borrower arising from or related to the Development Items and give acquittances and other sufficient discharges relating thereto; and

(d) To file any claim or proceeding or to take any other action, either in its own name, in that of its nominee, in the name of Borrower, or otherwise, to enforce the right to use the Development Items or protect and preserve the right, title and interest of Bank hereunder.

The power of attorney given herein is a power coupled with an interest and shall be irrevocable so long as any part of the Note remains unpaid or unperformed. Bank shall have no obligation to exercise any of the foregoing rights and powers in any event.

6. Bank's Counsel. Bank shall have the right at any time upon not less than five (5) business days' prior written notice to Borrower to appear in and defend and be represented by

counsel of its own choice in any action or proceeding purporting to affect Borrower's rights related to the Development Items.

7. Additional Indebtedness. All sums advanced or paid by the Bank under the terms hereof, all amounts paid, suffered or incurred by Bank in exercising any authority granted herein, including reasonable attorneys' fees, and all other amounts due the Bank from Borrower in connection with this Assignment shall be added to the indebtedness evidenced by the Note, shall be secured by the Loan Documents, shall bear interest at the highest rate payable under the Note until paid, and shall be due and payable by Borrower to the Bank within thirty (30) days following written demand.

8. Borrower Liability. Neither the execution and delivery of this Assignment nor any failure on the part of any person preparing the Development Items to comply with, honor and perform in accordance with any agreements made by that person shall affect the liability of any party to pay and perform the obligation under the Loan Documents.

9. No Release. The taking of this Assignment by the Bank shall not effect the release of any other collateral now or hereafter held by Bank as security for the Loan, nor shall the taking of additional security for the Note hereafter effect a release or termination of this Assignment or any terms, conditions or provisions hereof.

10. Termination. Upon payment in full of the principal, interest and all other indebtedness evidenced by the Loan Documents, this Assignment shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of the Bank or any officer, agent or attorney of the Bank showing any part of the principal, interest or other indebtedness on the Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Borrower hereby authorizes and directs all entities having any interest in the Development Items, upon receipt of written notice from the Bank, to recognize the Bank as entitled to exercise all powers and receive all benefits of Borrower thereunder.

11. Further Assurances. Borrower authorizes Bank to take, and Borrower shall take, all actions and execute all documents required by Bank to attach, perfect and maintain Bank's security interest in the Development Items and establish and maintain Bank's right to receive the Development Items including, but not limited to, executing and filing any financing statements, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law. Borrower, upon reasonable request of the Bank, shall execute and deliver such additional documents, including but not limited to financing statements, and do such other acts as may be reasonably necessary to fully implement the intent of this Assignment and to perfect and preserve the rights and interests of Bank hereunder and the priority thereof.

12. Inurement. Time is of the essence hereof. This Assignment shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Bank and its successors and assigns. This Assignment, however, is not intended to confer any right or remedies upon any person other than the parties hereto and their successors and assigns.

13. Payment of Costs. Borrower shall pay all reasonable costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by the Bank in enforcing performance of the obligations of Borrower or in exercising the rights and remedies of the Bank hereunder. All such costs and expenses shall be secured by this Assignment and by the Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by the Bank.

14. No Waiver. No failure or delay on the part of the Bank in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies hereunder are cumulative and may be exercised by Bank either independently of or concurrently with any other right, power or remedy contained herein or in any document or instrument executed in connection with the Loan Documents.

15. Governing Law. This Assignment shall be governed by and construed according to the laws of the State of Illinois, without giving effect to Illinois' principles of conflicts of law.

16. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall collectively constitute one and the same agreement.

17. Jurisdiction and Venue. TO INDUCE BANK TO MAKE THE LOAN, THE PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN SPRINGFIELD, ILLINOIS OR SANGAMON COUNTY, ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST ANY OF THE PARTIES BY BANK IN ACCORDANCE WITH THIS SECTION, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18. Jury Waiver. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF THE INDEBTEDNESS, THIS ASSIGNMENT, OR ANY OF THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, Bank and Borrower have executed this Assignment as of the date first appearing above.

BORROWER:

MS SPRINGFIELD, LLC
an Illinois limited liability company

By its Manager
Mainstreet Asset Management, Inc.,
an Indiana corporation

By: _____
Paul Ezekiel Turner, President

BANK:

TOWN AND COUNTRY BANK,
a state banking corporation

By: _____
Grant N. Franklin, Senior Vice President

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

OJCC, LLC
an Illinois limited liability company

By: _____
Name Benjamin M. Klein
Its Manager

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

The undersigned acknowledge and consent to the foregoing Assignment and agree to perform their obligations under Development Items for the Bank if Bank exercises its rights and privileges conferred upon it by this Assignment:

OJCC REALTY, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

OJCC, LLC
an Illinois limited liability company

By: _____
Name _____
Its _____

_____
Benjamin M. Klein

_____
Brian Levinson

_____
Mark Shapiro

INDIANA SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIVISION
FILING ACKNOWLEDGMENT

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204
http://www.sos.in.gov

CSC
801 ADLAI STEVENSON DR.
SPRINGFIELD, IL 62703

Date:	11/1/2011 9:41:11 AM
File Number:	201100009418985
Document Number:	N/A
Receipt Number:	217508
Payment Number:	216221

Date / Time Filed	Lapse Date	# of Pages
10/31/2011 5:30:00 PM	10/31/2016	4

Filing Type
Initial

Debtor(s)
MS SPRINGFIELD, LLC 109 W JACKSON ST CICERO, IN 46034

Secured Party(s)
TOWN AND COUNTRY BANK PO BOX 13255 SPRINGFIELD, IL 62791

File #: 201100009418985 DCN: 201100009418985

Indiana Secretary of State
Filing Number: 201100009418985
Filing Date : 10/31/2011 17:30:00

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
CSC 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
61772726 - 344220
PREPARED BY:
CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261
Filed In: Indiana (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MS SPRINGFIELD, LLC

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 109 W JACKSON STREET | CITY: CICERO | STATE: IN | POSTAL CODE: 46034 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: IN | 1g. ORGANIZATIONAL ID #, if any: [X] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any: [ ] NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: TOWN AND COUNTRY BANK

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: PO BOX 13255 | CITY: SPRINGFIELD | STATE: IL | POSTAL CODE: 62791 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

ALL DEBTOR'S, ASSETS, INVENTORY, EQUIPMENT, ACCOUNTS, INSTRUMENTS, DOCUMENTS, CONTRACT RIGHTS, CHATTEL PAPER, AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

ALL DEBTOR'S RIGHTS UNDER AN ASSIGNMENT OF DEVELOPMENT RIGHTS DATED OCTOBER 19, 2011 AND THE COLLATERAL PROVIDED THEREIN, ALL AS DESCRIBED IN THE ATTACHED ADDENDUM.

5. ALTERNATIVE DESIGNATION [if applicable]: [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG. LIEN [ ] NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2

8. OPTIONAL FILER REFERENCE DATA
61772725

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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UNIFORM COMMERCIAL CODE
20111028 0828
$20.00 Electronic

16722952 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Corporation Service Company 800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL, 62703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MS SPRINGFIELD, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 109 W JACKSON STREET | CITY: CICERO | STATE: IN | POSTAL CODE: 46034 | COUNTRY: USA

1d. SEE INSRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: IN | 1g. ORGANIZATION ID #, if any: ☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATION ID #, if any: ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
TOWN AND COUNTRY BANK

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: PO BOX 13255 | CITY: SPRINGFIELD | STATE: IL | POSTAL CODE: 62791 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

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5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ ALL DEBTORS ☐ DEBTOR 1 ☐ DEBTOR 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA

[61772655]

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

ASSIGNMENT OF DEVELOPMENT ITEMS

THIS ASSIGNMENT (the "Assignment") is made as of October 19, 2011 by and between MS SPRINGFIELD, LLC, an Indiana limited liability company (the "Borrower"), and TOWN AND COUNTRY BANK, a state banking corporation, 1925 South MacArthur Boulevard, Springfield, Illinois 62704 (the "Bank").

RECITALS:

WHEREAS, OJCC Realty, LLC an Illinois limited liability company ("OJCC Realty"), is acquiring this date the following described property (the "Property"):

> The West 5 acres of the East 10 acres of the South Quarter of the East Half of the Southeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian.
>
> Situated in Sangamon County, Illinois
>
> Street Address: 3089 Old Jacksonville Road, Springfield, Illinois
> Tax I.D. Number: 13-36-476-005

WHEREAS, OJCC Realty and Borrower have entered into an Option Agreement dated as of July 28, 2010 (the "Option Agreement") and a Lease Agreement dated as of July 28, 2010 as amended by a First Amendment to Lease Agreement dated October 19, 2011 (as amended, the "Lease"), pursuant to which Borrower will construct and equip a skilled nursing facility on the Property (the "Project") and thereafter acquire the Property from OJCC Realty (subject to the hereinafter described Mortgage) and lease the Project back to OJCC Realty;

WHEREAS, OJCC, LLC, an Illinois limited liability company ("OJCC") is an affiliated entity with OJCC Realty and will operate the skilled nursing facility;

WHEREAS, Borrower, OJCC Realty and OJCC have further agreed that financing of the acquisition, construction and equipping of the Project shall be provided pursuant to a loan in the amount of $10,360,000 (including all renewals, modifications and extensions thereof, the "Loan") to be made by Bank to Borrower, which Loan is evidenced by the promissory note from Borrower to Bank of even date herewith (including all renewals, modifications and extensions thereof, the "Note"), the Loan Addendum of even date herewith by and among Borrower, OJCC Realty, OJCC and Bank (the "Loan Addendum") and secured by the Real Estate Mortgage of the Property of even date herewith granted from Borrower and OJCC Realty to Bank (including all renewals, modifications and extensions thereof, the "Mortgage");

WHEREAS, OJCC Realty has agreed to establish and maintain a Lease Reserve Fund with Bank to secure OJCC Realty's obligations under the Lease in accordance with a Lease Reserve Fund Agreement dated of even date herewith between Borrower, OJCC Realty and Bank (the "LRF Agreement");

WHEREAS, the Loan is documented and secured by, among other instruments, the Note, the Loan Addendum, the Mortgage, the LRF Agreement, and the Guaranties as described in the Loan Addendum (collectively, the "Loan Documents");

WHEREAS, it is in the interest of OJCC Realty and OJCC that Bank make such Loan and the Project be constructed;

WHEREAS, one of the conditions of the Loan is that OJCC guaranty OJCC Realty's performance of the Lease and the LRF Agreement for the benefit of Bank;

WHEREAS, OJCC has agreed to guaranty OJCC Realty's performance of the Lease and the LRF Agreement pursuant to the Guaranty of OJCC dated of even date herewith given to Borrower and Bank which Borrower may assign to Bank (the "OJCC Guaranty").

WHEREAS, as a condition of Bank entering making the Loan, Bank requires Borrower to assign to Bank all right, title and interest of the Borrower in and to the Development Items (as defined below).

ASSIGNMENT

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as part of the consideration for the Bank to make the Loan, Borrower and Bank agree as follows:

1. Assignment. (a) Borrower does hereby assign to Bank, its successors and assigns, all of Borrower's right, title and interest in and to the following items (the "Development Items") now or hereafter used or useful in connection with the control, development, construction and operation of the Project and Property:

(i) All plans and specifications prepared for the construction of the Project and any improvements, including without limitation, all studies, estimates, data, drawings, trade names, trademarks, and service marks;

(ii) All contracts, agreements, rights, documents, or instruments arising out of or in connection with the Project and the construction of improvements on the Property, whether now or hereafter existing, including but not limited to the OJCC Guaranty, the LRF Agreement, the Lease, the Option Agreement, and the Escrow Agreement dated October 19, 2011 (the "Escrow Agreement") by and among Chicago Title Insurance Company, Borrower, OJCC Realty, Benjamin Klein, Brian Levinson and Mark Shapiro (collectively Benjamin Klein, Brian Levinson and Mark Shapiro herein referred to as the "Members"), the Assignment of Permit dated October 19, 2011, by and between OJCC Realty, OJCC and Borrower (the "Permit Assignment"), and the Agreement to Assign Membership Interest dated October 19, 2011 by and between the Members and Borrower (the "Membership Assignment");

(iii) All documents, instruments and agreements relating to, or in any way connected with, the operation, control, development or construction of the Project, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group, plats, PUDs, preliminary development plans, drainage studies, soil tests, tap rights or utility supply

agreements, traffic studies, master planning documents, environmental studies, appraisals, maps, surveys, renderings, marketing studies, and

(iv) All contracts, agreements, permits, licenses, authorizations and certificates with any individuals, entities, governmental or quasi-governmental entities or utility providers, including without limitation all architectural contracts, construction contracts, engineering contracts, subcontracts, agreements with suppliers of material, management contracts, service contracts, maintenance contracts, franchise agreements, license agreements, building permits and operating licenses with respect to the Project.

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
MIKE SOUTHWORTH 217-753-0055

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

HART, SOUTHWORTH & WITSMAN
1 N. OLD STATE CAPITOL PLAZA
SUITE 501
SPRINGFIELD, IL 62701

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: OJCC REALTY, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 15 BRIGHTON ROAD	CITY: SPRINGFIELD	STATE: IL	POSTAL CODE: 62702	COUNTRY: USA
1d. SEE INSTRUCTIONS — ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: LLC	1f. JURISDICTION OF ORGANIZATION: IL	1g. ORGANIZATIONAL ID #, if any: 02718626	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME: KLEIN	FIRST NAME: BENJAMIN	MIDDLE NAME: M		SUFFIX
2c. MAILING ADDRESS: 7444 LONG AVENUE	CITY: SKOKIE	STATE: IL	POSTAL CODE: 60077	COUNTRY: USA
2d. SEE INSTRUCTIONS — ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: TOWN AND COUNTRY BANK				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: PO BOX 13255	CITY: SPRINGFIELD	STATE: IL	POSTAL CODE: 62791	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

ALL DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO THE MEMBERSHIP INTERESTS IN OJCC REALTY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND ALL OF DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ILLINOIS CERTIFICATE OF NEED FOR PROJECT NO. 08-086 FOR THE NURSING FACILITY LOCATED AT 3089 OLD JACKSONVILLE ROAD, SPRINGFIELD, ILLINOIS, ALL AS DESCRIBED IN AN ESCROW AGREEMENT DATED OCTOBER 19, 2011 BETWEEN DEBTORS, CHICAGO TITLE COMPANY, LLC, AND MS SPRINGFIELD, LLC AN INDIANA LIMITED LIABILITY COMPANY, AND ASSIGNED TO TOWN AND COUNTRY BANK.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

	19a. ORGANIZATION'S NAME OJCC REALTY, LLC		
OR	19b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

	21a. ORGANIZATION'S NAME				
OR	21b. INDIVIDUAL'S LAST NAME LEVINSON	FIRST NAME BRIAN	MIDDLE NAME J.		SUFFIX
21c. MAILING ADDRESS 7444 LONG AVENUE		CITY SKOKIE	STATE IL	POSTAL CODE 60077	COUNTRY USA
21d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	21e. TYPE OF ORGANIZATION	21f. JURISDICTION OF ORGANIZATION	21g. ORGANIZATIONAL ID #, if any	☐ NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

	22a. ORGANIZATION'S NAME				
OR	22b. INDIVIDUAL'S LAST NAME SHAPIRO	FIRST NAME MARK	MIDDLE NAME		SUFFIX
22c. MAILING ADDRESS 7444 LONG AVENUE		CITY SKOKIE	STATE IL	POSTAL CODE 60077	COUNTRY USA
22d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	22e. TYPE OF ORGANIZATION	22f. JURISDICTION OF ORGANIZATION	22g. ORGANIZATIONAL ID #, if any	☐ NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

	23a. ORGANIZATION'S NAME				
OR	23b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
23d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	23e. TYPE OF ORGANIZATION	23f. JURISDICTION OF ORGANIZATION	23g. ORGANIZATIONAL ID #, if any	☐ NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

	24a. ORGANIZATION'S NAME				
OR	24b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
24c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

	25a. ORGANIZATION'S NAME				
OR	25b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY