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Combined Fee: \$100.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

1. Title of Document: **AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES**
2. Prepared By and Return to: Drew J. Scott, Esq.
Scott & Kraus, LLC
150 S. Wacker Drive, Suite 2900
Chicago, Illinois 60606
(312) 327-1055
3. Assignors: SNF CLARINDA PROPCO, LLC
SNF MEDIAPOLIS PROPCO, LLC,
SNF UNION PARK PROPCO, LLC, and
SNF WINTERSET PROPCO, LLC
4. Assignee: CIBC BANK USA, as Administrative Agent
5. Assignee's Mailing Address: 120 South LaSalle Street
Chicago, Illinois 60603
6. Taxpayer Information: Azria Health Management, LLC
702 South Highway 6
Gretna, Nebraska 68028
7. Legal Description: Exhibit A-1
Exhibit A-2
Exhibit A-3
Exhibit A-4
8. Document or Instrument Number of Previously Recorded Documents: 2020-005721 (Des Moines County); 20202546 (Page County); 202000046215 (Polk County); Bk: 2020 PG: 4069 (Madison County)

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES dated as of August 1, 2023 (this “**Assignment**”), is executed by SNF CLARINDA PROPCO, LLC, an Iowa limited liability company (“**Assignor 1**”), SNF MEDIAPOLIS PROPCO, LLC, an Iowa limited liability company (“**Assignor 2**”), SNF UNION PARK PROPCO, LLC, an Iowa limited liability company (“**Assignor 3**”), and SNF WINTERSET PROPCO, LLC, an Iowa limited liability company (“**Assignor 4**”, and collectively with Assignor 1, Assignor 2 and Assignor 3, the “**Assignors**”) each of whose address is c/o Azria Health Management, LLC, 702 South Highway 6, Gretna, Nebraska 68028, to and for the benefit of CIBC BANK USA, an Illinois banking corporation (“**CIBC**”) whose address is 120 South LaSalle Street, Chicago, Illinois 60603, as Sole Lead Arranger and as Administrative Agent for Lenders under the Loan Agreements referred to below (CIBC in such capacity, the “**Assignee**”, and CIBC and such other Lenders being referred to herein collectively as the “**Lenders**”).

RECITALS

A. Pursuant to the terms and conditions of an Amended and Restated Loan Agreement of even date herewith (the “**Owner Loan Agreement**”) by and among Assignors, Lenders and Assignee, Lenders have agreed to make loans to Assignors in the maximum principal amount of up to \$13,000,000 (the “**Owner Loans**”).

B. The Owner Loans will be evidenced by separate term notes executed by Assignors and made payable to the order of the respective Lenders totaling the amount of the Owner Loans (collectively, the “**Owner Notes**”), and due on the Maturity Date (as defined in the Owner Loan Agreement), except as they may be accelerated pursuant to the terms hereof, of the Owner Notes or the Owner Loan Agreement or any of the other Loan Documents (as defined in the Owner Loan Agreement) (collectively, the “**Owner Loan Documents**”).

C. Pursuant to the terms of an Amended and Restated Loan and Security Agreement of even date herewith (the “**Operator Loan Agreement**”, and together with the Owner Loan Agreement, the “**Loan Agreements**”) by and among the entities set forth on Schedule 1 attached hereto (collectively, the “**Operators**”, and collectively with Assignors, the “**Borrowers**”), Lenders and Assignee, Lenders have agreed to make revolving loans to Operators in the maximum principal amount of up to \$1,500,000.00 (the “**Operator Loans**”, and collectively with the Owner Loans, the “**Loans**”).

D. The Operator Loans will be evidenced by separate revolving notes executed by Operators and made payable to the order of the respective Lenders totaling the amount of the Operator Loans (collectively, the “**Operator Notes**”, and collectively with the Owner Notes, the “**Notes**”), and due on the Maturity Date (as defined in the Operator Loan Agreement), except as they may be accelerated pursuant to the terms hereof, of the Operator Notes or the Operator Loan Agreement or any of the other Loan Documents (as defined in the Operator Loan Agreement)

(collectively, the “**Operator Loan Documents**”, and collectively with the Owner Loan Documents, the “**Loan Documents**”).

E. This Assignment amends and restates in its entirety that certain Assignment of Rents and Leases dated as of October 22, 2020, made by the Assignors in favor of the Assignee, and recorded in the Office of the Recorder, Page County, Iowa on October 23, 2020 as Document No. 20202546, in the Office of the Recorder, Des Moines County, Iowa on October 23, 2020 as Document No. 2020-005721, in the Office of the Recorder, Polk County, Iowa on October 23, 2020 as Document No. 202000046215 in Book 18145, Page 655, and in the Office of the Recorder, Madison County, Iowa on October 23, 2020 in Book No. 2020, Page No. 4069 (as amended from time to time, the “**Original Assignment**”), which Original Assignment assigned to Assignee the Leases and all rents related to the Premises (as defined below). THIS ASSIGNMENT IS EXECUTED AS AN AMENDMENT AND RESTATEMENT OF THE ORIGINAL ASSIGNMENT AND NOT IN DISCHARGE OF THE OBLIGATIONS SET FORTH IN THE ORIGINAL ASSIGNMENT.

F. A condition precedent to Lenders’ extension of the Loans to Assignors and Operators is the execution and delivery by Assignors of this Assignment.

AGREEMENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith made by Assignors in favor of Assignee and the Lenders encumbering the Premises (as defined below) (the “**Mortgage**”).

2. **Grant of Security Interest.** Assignors hereby sell, transfer and set over and assign unto Assignee, all of the right, title and interest of Assignors in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in **Exhibit A-1** attached hereto and made a part hereof and located in Page County, Iowa (which is owned by Assignor 1), **Exhibit A-2** attached hereto and made a part hereof and located in Des Moines County, Iowa (which is owned by Assignor 2), **Exhibit A-3** attached hereto and made a part hereof and located in Polk County, Iowa (which is owned by Assignor 3), and **Exhibit A-4** attached hereto and made a part hereof and located in Madison County, Iowa (which is owned by Assignor 4), and the improvements thereon (said land and improvements being hereinafter referred to collectively as the “**Premises**”), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (b) all leases and subleases (collectively, “**Leases**”), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (c) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (d) all tenant improvements and fixtures

located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(i) Payment when due of (1) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (2) any and all other indebtedness and obligations that may be due and owing to Assignee by Borrowers under or with respect to the Loan Documents; and (3) all costs and expenses paid or incurred by Lenders or Assignee in enforcing Assignee's rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(ii) Observance and performance by Borrowers of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Borrowers or any other obligor to or benefiting Lenders or Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignors.** Assignors represent and warrant to Assignee that:

(a) This Assignment, as executed by Assignors, constitutes the legal and binding obligation of Assignors enforceable in accordance with its terms and provisions;

(b) Each Assignor is the lessor under all Leases of the portion of the Premises owned by it;

(c) Except for Permitted Exceptions (as defined in the Owner Loan Agreement), there is no other existing assignment of Assignors' entire or any part of their interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has any Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignors have not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) There are no defaults by the landlord and, to Assignors' knowledge, there are no material defaults by tenants, under any Leases.

4. **Covenants of Assignors.** Assignors covenant and agree that so long as this Assignment shall be in effect:

(a) Assignors shall not enter into any additional Leases;

(b) Assignors shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignors shall not do or suffer to be done anything to impair the security thereof. Assignors shall not (i) release the liability of any tenant under any Lease, (ii)

consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignors shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignors shall not make any other assignment of its entirety or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignors shall not modify the terms and provisions of any Lease, nor shall Assignors give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval required or permitted by such terms and provisions, or cancel or terminate any Lease, without Assignee's prior written consent;

(f) Assignors shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the applicable Assignor and Assignee;

(g) Assignors shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignors shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignors shall, at their sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignors shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignors shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignors shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Assignors shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignors covenant and agree that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the applicable Assignor and Assignee. Assignors hereby assign any such payment to Assignee and further covenant and agree that upon the request of Assignee, they will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 6 hereof) shall occur and be continuing, Assignors shall have the right to collect, at the time (but in no event more than 30 days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignors' right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignors. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** Each of the following shall constitute an "**Event of Default**" under this Assignment:

(a) Assignors fail to pay any amount payable under this Assignment when any such payment is due in accordance with the terms hereof.

(b) Assignors fail to perform or observe, or to cause to be performed or observed, any other obligation, covenant, term, agreement or provision required to be performed or observed by Assignors under this Assignment.

(c) The occurrence of an Event of Default under the Loan Agreements or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence and during the continuance of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignors,

without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignors or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Assignee may declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable.

(b) Assignee may enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper.

(c) Assignee may either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignors shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee.

(d) Assignee may make any payment or do any act required herein of Assignors in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignors with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Funds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Mortgage, and, unless otherwise required by applicable law, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of the Liability.** Neither Assignee nor Lenders shall be liable for any loss sustained by Assignors resulting from Assignee's or Lenders' failure to let the Premises or from any other act or omission of Assignee or Lenders in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Neither Assignee nor Lenders shall be obligated to observe, perform or discharge, nor does Assignee, and nor do Lenders, hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or

liability of Assignors under or by reason of this Assignment. Assignors shall and do hereby agree to indemnify, defend (using counsel satisfactory to Assignee and Lenders) and hold Assignee and Lenders harmless from and against any and all liability, loss or damage which Assignee or Lenders may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee or Lenders by reason of any alleged obligation or undertaking on Assignee's or Lenders' part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee or Lenders incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignors with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee or Lenders for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee or Lenders responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage, shall constitute or be construed as constituting Assignee or Lenders a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee or Lenders of its or their rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee and Lenders under the terms and provisions of such instruments, and Assignee or Lenders may exercise any of its or their rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder. Assignee and Lenders may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by them for the satisfaction of the obligations secured hereby without prejudice to any of Assignee's rights and powers hereunder.

11. **Further Assurances.** Assignors shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignors acknowledge that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Compliance with Law of State.**

(a) If any provision in this Assignment shall be inconsistent with any provision of the applicable laws of the State in which the Premises are located, such laws shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with such laws.

(b) If any provision of this Assignment shall grant to Assignee any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Assignee under applicable laws of the State in which the Premises are located in the absence of said provision, Assignee shall be vested with the powers, rights and remedies granted by such laws to the full extent permitted by law.

14. **Incorporation of Sections 13.2 and 13.3 of Loan Agreements.** The provisions of Sections 13.2 and 13.3 of the Loan Agreements are hereby incorporated into and made a part of this Assignment.

15. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignors shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

16. **Joint and Several; Successors and Assigns.** The obligations of Assignors under this Assignment shall be joint and several. This Assignment is binding upon Assignors and their legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

17. **Prior Agreements; No Reliance; Modifications.** This Assignment shall represent the entire, integrated agreement between the parties hereto relating to the subject matter of this Assignment, and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. Assignors acknowledge they are executing this Assignment without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein. This Assignment and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Assignment.

18. **Duration.** This Assignment shall become null and void at such time as Assignors shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

19. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois; provided that Iowa law shall govern issues relating

to the creation, perfection, priority, enforcement, remedies (including, but not limited to, receivership remedies) and foreclosure of the liens and security interests created by this Assignment.

20. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignors and Assignee, as the case may be, as specified in the Mortgage.

21. **Captions.** The captions and headings of various Sections of this Assignment and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

22. **Gender and Number.** Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

23. **Counterparts; Electronic Signatures.** This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Assignment maintained by Assignee shall be deemed to be an original.

24. **Construction.** Each party to this Assignment and legal counsel to each party have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

25. **Litigations Provisions.**

(a) **Consent to Jurisdiction.** EACH ASSIGNOR CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, AND OF ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED, IN WHICH ANY LEGAL PROCEEDING MAY BE COMMENCED OR PENDING RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

(b) **Service of Process.** EACH ASSIGNOR AGREES THAT PROCESS IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE SERVED ON SUCH ASSIGNOR AT ANY LOCATION.

(c) **Consent to Venue.** EACH ASSIGNOR AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF

THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST SUCH ASSIGNOR IN ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED. EACH ASSIGNOR WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE FROM ANY SUCH COURT.

(d) No Proceedings in Other Jurisdictions. EACH ASSIGNOR AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST ASSIGNEE RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR IF A LEGAL PROCEEDING IS COMMENCED BY ASSIGNEE AGAINST SUCH ASSIGNOR IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

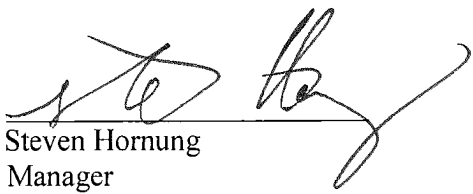
(e) Waiver of Jury Trial. EACH ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have executed and delivered this Amended and Restated Assignment of Rents and Leases as of the day and year first above written.

ASSIGNORS:

**SNF CLARINDA PROPCO, LLC,
SNF MEDIAPOLIS PROPCO, LLC,
SNF UNION PARK PROPCO, LLC,
SNF WINTERSET PROPCO, LLC,**
each an Iowa limited liability company

By: 
Name: Steven Hornung
Its: Manager

STATE OF NEW YORK)
) SS.
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 8 day of SEP, 2023, by Steven Hornung, Manager of **SNF CLARINDA PROPCO, LLC**, an Iowa limited liability company, **SNF MEDIAPOLIS PROPCO, LLC**, an Iowa limited liability company, **SNF UNION PARK PROPCO, LLC**, an Iowa limited liability company, and **SNF WINTERSET PROPCO, LLC**, an Iowa limited liability company, on behalf of each company.

J. Rekant
Printed Name: _____
Notary Public _____
Commission Expires: _____

JACOB REKANT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RE6122126
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES FEB. 7, 2025

SCHEDULE 1

OPERATORS

1. BCP Clarinda, LLC, an Iowa limited liability company
2. BCP Mediapolis, LLC, an Iowa limited liability company
3. BCP Union Park, LLC, an Iowa limited liability company
4. BCP Winterset, LLC, an Iowa limited liability company

EXHIBIT A-1
LEGAL DESCRIPTION – WEST RIDGE CARE CENTER

Lot 1 in Block 5 of Part II of West Heights Manor Subdivision in the City of Clarinda, EXCEPT those parts thereof described as follows:

Tract "A" more particularly described in Survey in Book 519 at page 475 as follows:

Commencing at a point 55.00 feet by arc distance Northwesterly from the Northeast corner of Lot 2, said Block 5, said point of beginning being on the Western right-of-way of Twentieth Street; thence South 56 degrees 04 minutes 03 seconds West 155.43 feet; thence North 43 degrees 47 minutes 20 seconds West 89.28 feet; thence North 30 degrees 20 minutes 35 seconds East 147.08 feet to the Western right-of-way of Twentieth Street; thence along said right-of-way, South 55 degrees 14 minutes 45 seconds East 12.00 feet to the P.C. of the curve; thence continuing along said right-of-way Southeasterly 145.20 feet by arc distance along a 490.87 foot radius curve to the right, to the point of beginning.

Tract "B" more particularly described in Survey in Book 519 at page 476 as follows:

Commencing at the Northeast corner of Lot 2, Block 5 of Part II of West Heights Manor Subdivision thence South 56 degrees 04 minutes 03 seconds West 148.43 feet (159.0 feet record) to the Northwest corner of said Lot 2; thence North 43 degrees 47 minutes 21 seconds West 55.66 feet; thence North 56 degrees 04 minutes 03 seconds East 155.43 feet to the Western right-of-way of Twentieth Street; along said right-of-way Southeasterly 55.00 feet by arc distance along a 490.87 foot radius curve to the right, to the point of beginning.

Also described as follows:

A tract of land being a portion of Lot One (1) in Block Five (5) of the Subdivision of Part II of West Height Manor Subdivision in the City of Clarinda, as recorded in Book 446, page 445 of the plat of records of Page County, Iowa and being more particularly described as follows:

Beginning at the Northwest corner of Lot One (1), Block Five (5) of the Subdivision of Part II of West Height Manor Subdivision to the City of Clarinda, Page County, Iowa; thence along the North line of said block South 89 degrees 57 minutes 11 seconds East 453.17 feet (452.15 Record); thence Southeasterly 18.02 feet by arc distance along a 30 foot radius curve to the right; thence South 55 degrees 31 minutes 53 seconds East 232.04 feet to the Northwest corner of a tract of land as surveyed July 14, 1983 and recorded July 20, 1983 in Book 519, page 475 Book 519, page 476, Page County Recorder's Office; thence along the Northwesterly line of said tract South 31 degrees 03 minutes 48 seconds West 147.17 feet (147.08 Record); thence along the Westerly line of said tract and a tract as surveyed July 14, 1983 and recorded in , Page County Recorder's Office South 42 degrees 58 minutes 18 seconds East 145.05 feet to the South line of said Lot One (1), Block Five (5); thence along said line South 89 degrees 53 minutes 19 seconds West 508.86 feet; thence North 01 degree 42 minutes 28 seconds East 29.86 feet (30 feet Record); thence South 89 degrees 35 minutes 08 seconds West 176.97 feet to the Southwest corner of said Lot One (1), Block Five

(5); thence North 00 degrees 05 minutes 56 seconds East 341.58 feet (341.69 Record) to the point of beginning.

Parcel No.: 0736478165000

Commonly known as:

600 Manor Drive, Clarinda, Iowa 67523

EXHIBIT A-2

LEGAL DESCRIPTION – PRAIRIE RIDGE CARE AND REHABILITATION

A part of the Southeast 1/4 of Section 26, Township 72 North, Range 3 West of the 5th P.M., in the City of Mediapolis, Des Moines County, Iowa, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 26; thence West along Quarter Line, assumed to bear due West, 1278.3 feet to center line of railroad tracks; thence South 0 degrees 29 minutes East along center line of said tracks 1327.1 feet; thence North 89 degrees 56 minutes East 50 feet to the R.O.W. Line and point of beginning; thence North 89 degrees 56 minutes East 574.5 feet to center line of Harrison Street extended; thence South 0 degrees 34 minutes East 378.8 feet along center line of said street; thence South 89 degrees 56 minutes West 575.4 feet to Railroad R.O.W.; thence North 0 degrees 29 minutes West 378.8 feet along said R.O. W. to the point of beginning.

LESS AND EXCEPT that part described as follows:

A part of a certain parcel of land as described in Limited Warranty Deed recorded as Document No. 2019-004341, being a part of the Southeast Quarter of Section 26, Township 72 North, Range 3 West of 5th P.M., in the City of Mediapolis, Des Moines County, Iowa, more particularly described as follows:

Beginning at the Northeast Corner of said certain parcel of land; thence South 01 degree 32 minutes 15 seconds East along the East line of said certain parcel of land a distance of 12.00 feet; thence North 88 degrees 17 minutes 40 seconds West a distance of 145.35 feet; thence North 77 degrees 19 minutes 09 seconds West a distance of 22.97 feet to the North line of said certain parcel of land; thence North 89 degrees 06 minutes 02 seconds East along said North line a distance of 167.39 feet to the Point of Beginning.

Parcel No.: 02-26-476-003

Commonly known as:

608 Prairie Street, Mediapolis, Iowa 52637

EXHIBIT A-3
LEGAL DESCRIPTION – UNION PARK HEALTH SERVICES

The South 70 feet of the North 79 feet of the West 110 feet and the South 93 feet of the West 110 feet of the North 232 feet of Lot 11 in Park View, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County Iowa,

AND

The South 223 feet of the North 232 feet of Lot 11, in Park View, except the North 70 feet of the West 110 feet thereof, and except the South 93 feet of the West 110 feet thereof, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County Iowa.

Parcel No.: 110/04198-001-000; 110/04198-002-000; 110/04198-003-000

Commonly known as:

2401 East 8th Street, Des Moines, Iowa 50316

EXHIBIT A-4
LEGAL DESCRIPTION – GRETNA CARE CENTER

The East 459.65 feet of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, except the North 25 feet of the East 25 feet thereof, and except the South 165 feet of the East 132 feet thereof, of Section 36, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

Parcel No.: 820004700380000

Commonly known as:

1015 West Summit Street, Winterset, Iowa 50237