BK: 2025 PG: 3543

Recorded: 12/29/2025 at 10:21:33.0 AM

Pages 10

County Recording Fee: \$52.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$55.00 Revenue Tax: \$0.00

BRANDY L. MACUMBER, RECORDER

Madison County, Iowa

- 1. Title of Document: MODIFICATION OF RECORDABLE DOCUMENTS
- 2. <u>Prepared By and Return to</u>: Drew J. Scott, Esq.

Scott & Kraus, LLC

150 S. Wacker Drive, Suite 2900

Chicago, Illinois 60606

(312) 327-1055

3. Grantors: SNF CLARINDA PROPCO, LLC

SNF MEDIAPOLIS PROPCO, LLC, SNF UNION PARK PROPCO, LLC, and SNF WINTERSET PROPCO, LLC

- 4. Grantee: CIBC BANK USA, as Administrative Agent
- 5. Grantee'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: 2023-004482 & 2023-004483 (Des Moines County); 20231954 & 20231955 (Page County); 202300057429 & 202300057430 (Polk County); Bk: 2023 PG: 2615 & Bk: 2023 PG: 2616 (Madison County)

## MODIFICATION OF RECORDABLE DOCUMENTS

THIS MODIFICATION OF RECORDABLE DOCUMENTS (this "Modification") dated as of December 23, 2025 is executed by SNF CLARINDA PROPCO, LLC, an Iowa limited liability company ("Owner 1"), SNF MEDIAPOLIS PROPCO, LLC, an Iowa limited liability company ("Owner 2"), SNF UNION PARK PROPCO, LLC, an Iowa limited liability company ("Owner 3"), and SNF WINTERSET PROPCO, LLC, an Iowa limited liability company ("Owner 4", and collectively with Owner 1, Owner 2 and Owner 3, the "Owners"), as to real property described on Exhibit A-1, A-2, A-3 and A-4 attached hereto and made a part hereof, to and for the benefit of CIBC BANK USA, an Illinois banking corporation (in its individual capacity, "CIBC"), as Administrative Agent ("Agent") for itself and the other financial institutions that are or may from time to time become parties to the below described documents (the "Lenders").

#### WITNESSETH:

- A. Lenders have previously agreed to make (i) a term loan to Owners in the principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00) (the "Owner Loan") pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement dated as of August 1, 2023 (as heretofore and hereafter amended, restated or otherwise modified, the "Owner Loan Agreement"), by and among Owners, the Lenders and the Agent.
- B. Lenders have also previously agreed to make certain loans to BCP Clarinda, LLC, an Iowa limited liability company, BCP Mediapolis, LLC, an Iowa limited liability company, BCP Union Park, LLC, an Iowa limited liability company, and BCP Winterset, LLC, an Iowa limited liability company (collectively, the "Operators") in the aggregate principal amount of up to One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (the "Operator Loans", and collectively with the Owner Loan, the "Loans") pursuant to the terms and conditions of that certain Amended and Restated Loan and Security Agreement dated as of August 1, 2023 (as heretofore and hereafter amended, restated or otherwise modified, the "Operator Loan Agreement", and together with the Owner Loan Agreement, the "Loan Agreements"), by and among Operators, the Lenders and the Agent.
- C. The Loans are secured by, among other things, that certain: (i) Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Mortgage") dated as of August 1, 2023 and recorded with (a) the Des Moines County, Iowa Recorder (the "Des Moines Recorder's Office") on October 25, 2023 as Document No. 2023-004482, (b) the Madison County, Iowa Recorder (the "Madison Recorder's Office") on October 25, 2023 in Book 2023 Page 2615, (c) the Page County, Iowa Recorder (the "Page Recorder's Office") on October 26, 2023 as Document No. 20231954, and (d) the Polk County, Iowa Recorder (the "Polk Recorder's Office") on October 25, 2023 as Document No. 202300057429, made by Owners in favor of Agent encumbering the real property described on Exhibit A-1, A-2, A-3 and A-4 attached hereto and made a part hereof (collectively, the "Premises"); and (ii) Amended and Restated Assignment of Rents and Leases (the "Assignment of Rents") dated as of August 1, 2023 and recorded with (a) the Des Moines Recorder's Office on October 25, 2023 in Book 2023 Page 2616, 2023-004483, (b) the Madison Recorder's Office on October 25, 2023 in Book 2023 Page 2616,

- (c) the Page Recorder's Office on October 26, 2023 as Document No. 20231955, and (d) the Polk Recorder's Office on October 25, 2023 as Document No. 202300057430, made by Owners in favor of Agent encumbering the Premises. The Loan Agreements, the Mortgage, the Assignment of Rents, the other Loan Documents (as defined in the Mortgage), and all other instruments delivered to Agent evidencing the Loans, together with all amendments, modifications, restatements and substitutions therefor, are hereinafter collectively referred to as the "Loan Documents".
- Lenders have agreed to extend a new term loan to Owners in the principal amount of Twenty-Three Million and No/100 Dollars (\$23,000,000.00), which term loan is evidenced by that certain Term Loan B Note made by Owners in favor of CIBC dated as of the date hereof.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owners and Agent hereby agree as follows:

#### 1. AGREEMENTS.

- RECITALS. The foregoing Recitals are hereby made a part of this Modification. 1.1
- <u>DEFINITIONS</u>. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

#### MODIFICATION TO THE MORTGAGE. 2.

- Modification to Recitals. Paragraph A and Paragraph C of the RECITALS section of the Mortgage are hereby deleted in their entirety and replaced as follows:
  - Pursuant to the terms and conditions of an Amended and Restated Loan Agreement of even date herewith (as amended, restated or replaced, from time to time, the "Owner Loan Agreement") by and among the Mortgagors, the Lenders and the Mortgagee, the Lenders have agreed to make loans to the Mortgagors in the maximum aggregate principal amount of up to Thirty-Six Million and No/100 Dollars (\$36,000,000.00) (the "Owner Loans").
  - Pursuant to the terms and conditions of an Amended and Restated C. Loan and Security Agreement of even date herewith (as amended, restated or replaced, from time to time, the "Operator Loan Agreement", and with the Owner Loan Agreement are individually and together, as context may require, the "Loan Agreement") by and among the entities set forth on Schedule 1 attached hereto (collectively, the "Operators", and collectively with the Mortgagors, the "Borrowers"), the Lenders and the Mortgagee, the Lenders have agreed to make revolving loans to the Operators in the maximum aggregate principal amount of up to \$1,500,000 (the "Operator Loans", and collectively with the Owner Loans, the "Loans").
- Modification of Maximum Indebtedness. Section 34(k) of the Mortgage is hereby 2.2 modified to increase the maximum amount of Indebtedness secured from Twenty-Nine Million

and No/100 Dollars (\$29,000,000.00) to Seventy-Five Million and No/100 Dollars (\$75,000,000.00).

#### MODIFICATION TO THE ASSIGNMENT OF RENTS. 3.

- Modification to Recitals. Paragraph A and Paragraph C of the RECITALS section 3.1 of the Assignment of Rents are hereby deleted in their entirety and replaced as follows:
  - Pursuant to the terms and conditions of an Amended and Restated A. Loan Agreement of even date herewith (as amended, restated or replaced, from time to time, 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 Thirty-Six Million and No/100 Dollars (\$36,000,000.00) (the "Owner Loans").
  - Pursuant to the terms of an Amended and Restated Loan and C. Security Agreement of even date herewith (as amended, restated or replaced, from time to time, the "Operator Loan Agreement", and together with the Owner Loan Agreement, the "Loan Agreements") by and among the entities set forth on Schedule I 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").
- MORTGAGE AND ASSIGNMENT OF RENTS REFERENCES. For the avoidance 4. of doubt, any Loan Documents that have been executed by the Owner, Operator or any other obligor of the Loans and reference the Mortgage or the Assignment of Rents shall be deemed to mean the Mortgage and the Assignment of Rents, as applicable, as amended by this Modification.
- CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Agent to this Modification does not waive Agent's to require strict performance of the Mortgage or Assignment of Rents as changed above nor obligate Agent to make any future modifications. Nothing in this Modification shall constitute a satisfaction of any note or other credit agreement secured by the Mortgage and Assignment of Rents. It is the intention of Agent to retain as liable all parties to the Mortgage and Assignment of Rents and all parties, makers and endorsers to any note, including accommodation parties, unless a party is expressly released by Agent in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage or Assignment of Rents does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Agent that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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IN WITNESS WHEREOF, the undersigned have executed this Modification as of the date first above written.

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

Name:

Its: Manager

STATE OF NEW YOUSEY)

COUNTY OF OCCOV

SS.

The foregoing instrument was acknowledged before me this \( \) day of \( \) 2025, by \( \)

Given under my hand this \\_\ day of \\_\text{December}, 2025.

Notary Public

My Commission Expires: 4 1 38 1 3030

## **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 475Book 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.:

 $110/04198\text{-}001\text{-}000;\ 110/04198\text{-}002\text{-}000;\ 110/04198\text{-}003\text{-}000$ 

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