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LISA SMITH RECORDER
Madison County, Iowa

1. Title of Document: **MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

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. 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: N/A

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of October 22, 2020 (this "**Mortgage**"), is executed by **SNF CLARINDA PROPCO, LLC**, an Iowa limited liability company ("**Mortgagor 1**"), **SNF MEDIAPOLIS PROPCO, LLC**, an Iowa limited liability company ("**Mortgagor 2**"), **SNF UNION PARK PROPCO, LLC**, an Iowa limited liability company ("**Mortgagor 3**"), and **SNF WINTERSET PROPCO, LLC**, an Iowa limited liability company ("**Mortgagor 4**", and collectively with Mortgagor 1, Mortgagor 2 and Mortgagor 3, jointly and severally, the "**Mortgagors**"), 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 the Lenders under the Loan Agreement referred to below (CIBC in such capacity, the "**Mortgagee**", and CIBC and such other Lenders being referred to herein collectively as the "**Lenders**").

NOTICE: This Mortgage secures credit in the principal amount of \$62,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

RECITALS

A. Pursuant to the terms and conditions of a Loan Agreement of even date herewith (the "**Owner Loan Agreement**") by and among the Mortgagors and the other entities set forth on Schedule 1 attached hereto (collectively with the Mortgagors, the "**Owners**"), the Lenders and the Mortgagee, the Lenders have agreed to make loans to the Owners in the maximum aggregate principal amount of up to \$57,000,000 (the "**Owner Loans**").

B. The Owner Loans will be evidenced by separate term notes and capex notes executed by the Owners 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 and conditions of a Loan and Security Agreement of even date herewith (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 2 attached hereto (collectively, the "**Operators**", and collectively with the Owners, 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 \$5,000,000 (the "**Operator Loans**", and collectively with the Owner Loans, the "**Loans**").

D. The Operator Loans will be evidenced by separate revolving notes executed by the 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”). All capitalized terms used and not otherwise defined in this Mortgage shall have the same meanings as in the Loan Agreement.

E. A condition precedent to the Lenders’ extension of the Loans to the Owners and the Operators is the execution and delivery by the Mortgagors of this Mortgage.

A G R E E M E N T S:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors agree as follows:

The Mortgagors hereby mortgage, grant, assign, remise, release, warrant and convey to the Mortgagee, its successors and assigns, and grant a security interest in, the following described property, rights and interests (referred to collectively herein as the “Premises”), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily, and as to any portion of the Premises constituting property subject to the “Code” (as defined in Section 38 of this Mortgage), this Mortgage is intended to be a security agreement under the Code for the purpose of creating hereby a security interest in such portion of the Premises, which the Mortgagors hereby grant to the Mortgagee as secured party, and with all terms used below with respect to such portions of the Premises which are defined in the Code to have the meanings provided in the Code:

(a) The real estate located in the State of Iowa, and legally described on Exhibit A-1 attached hereto and made a part hereof and located in Page County (which is owned by Mortgagor 1), Exhibit A-2 attached hereto and made a part hereof and located in Des Moines County (which is owned by Mortgagor 2), Exhibit A-3 attached hereto and made a part hereof and located in Polk County (which is owned by Mortgagor 3), and Exhibit A-4 attached hereto and made a part hereof and located in Madison County (which is owned by Mortgagor 4) (collectively, the “Real Estate”);

(b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by each Mortgagor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Mortgagors in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by each Mortgagor or on its behalf (the “Improvements”);

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of each Mortgagor of, in and to the same;

(d) All rents, revenues, issues, profits, proceeds, income, royalties, accounts, including health-care-insurance receivables, escrows, letter-of-credit rights, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by each Mortgagor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Mortgagors, so long as no "**Event of Default**" (as defined in Section 14 of this Mortgage) has occurred and is continuing hereunder, may collect rent as it becomes due, but not more than one month in advance thereof;

(e) All interest of each Mortgagor in all leases now or hereafter on the Premises, whether written or oral (each a "**Lease**", and collectively, the "**Leases**"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Mortgagors to collect the rentals under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by each Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by each Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as such term is used in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Mortgagee, as secured party, and such Mortgagor, as debtor, all in accordance with the Code;

(g) All of each Mortgagor's interests in general intangibles including payment intangibles and software now owned or hereafter acquired and related to the Premises, including, without limitation, all of each Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which such Mortgagor is or may become a party and which

relate to the Premises; (ii) all obligations and indebtedness owed to such Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(h) All of each Mortgagor's accounts now owned or hereafter created or acquired which relate to the Premises or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by such Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to such Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) such Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) such Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to such Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) securities, investment property, financial assets and securities entitlements; (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of such Mortgagor with respect to the Premises; and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence and during the continuance of any Event of Default under this Mortgage; each Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Iowa.

FOR THE PURPOSE OF SECURING the following (collectively, the "**Indebtedness**"):

(i) The payment of the Loans and all interest, late charges, LIBOR breakage charges, prepayment premium, if any, exit fee, if any, interest rate swap or hedge expenses, if any, reimbursement obligations, fees and expenses for letters of credit issued for the account of any Borrower, if any, and other indebtedness evidenced by or owing under the Notes, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any renewals, extensions, replacements, amendments, modifications and refinancings of any of the foregoing;

(ii) The performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrowers or any other obligor to or benefiting the Lenders which are evidenced or

secured by or otherwise provided in the Notes, this Mortgage or any of the other Loan Documents;

(iii) Any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of the Owners and/or the Operators arising under or in connection with all Bank Product Obligations and all Bank Product Agreements to which CIBC (on its own behalf and not as Agent for the Lenders) or any of its Affiliates is a party, including, without limitation, all Hedging Transactions and Hedging Agreements to which CIBC (on its own behalf and not as Agent for the Lenders) or any of its Affiliates is a party (as each capitalized term used in this paragraph is defined in Section 38 hereof); and

(iv) The reimbursement to the Mortgagee of any and all sums incurred, expended or advanced by the Mortgagee or the Lenders pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any such Bank Product Obligations and Bank Product Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein.

PROVIDED, HOWEVER, that if the Borrowers shall pay the principal and all interest as provided in the Loan Agreement, and if all other sums secured hereby are paid, and if the Mortgagors shall pay all other sums herein provided for, and shall well and truly keep and perform all of the covenants herein contained, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Mortgagors, otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Each Mortgagor represents, warrants and covenants that (a) such Mortgagor is the owner and holder of the fee simple title to the portion of Premises indicated above, free and clear of all liens and encumbrances, except those conveyances, liens and encumbrances in favor of the Mortgagee and the Permitted Exceptions (as defined in the Loan Agreement); and (b) the Mortgagors have legal power and authority to convey, mortgage and encumber the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** The Mortgagors covenant that, so long as any portion of the Indebtedness remains unpaid, the Mortgagors will:

(a) Promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

(b) Keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (other than Permitted Exceptions and subject to the Mortgagors' right to contest liens as permitted by the terms of Section 26 hereof);

(c) Pay when due the Loans in accordance with the terms of the Notes and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by the Borrowers under the Notes, this Mortgage and the other Loan Documents;

(d) Pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to this Mortgage, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to the Mortgagors' right to contest liens as permitted by the terms of Section 26 hereof);

(e) Complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

(f) Comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

(g) Obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of the Mortgagors' obligations under this Mortgage;

(h) Make no material alterations in the Premises or demolish any portion of the Premises without the Mortgagee's prior written consent, except as required by law or municipal ordinance;

(i) Suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

(j) Pay when due all operating costs of the Premises;

(k) Not initiate or acquiesce in any zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;

(l) Provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right of way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

(m) Comply with, and cause the Premises at all times to be operated in compliance with, all applicable federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations, including, without limitation, each Mortgagor shall (i) ensure, and cause each of its subsidiaries to ensure, that no person who owns twenty percent (20.00%) or more of the equity interests in any Mortgagor, or otherwise controls any Mortgagor or any of its subsidiaries is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (ii) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset

control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply, and cause each of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

3. **Payment of Taxes and Assessments.** The Mortgagors will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagors, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to the Mortgagors' right to contest the same, as provided by the terms hereof; and the Mortgagors will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after the Mortgagee's request.

4. **Tax Deposits.** If requested by the Mortgagee, the Mortgagors shall deposit with the Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to 1/12th of 105% of the most recent ascertainable annual Taxes on the Premises. If requested by the Mortgagee, the Mortgagors shall also deposit with the Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by the Mortgagee. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default under this Mortgage shall exist, the Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from the Mortgagors) or shall release sufficient funds to the Mortgagors for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, the Mortgagors shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee. The Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. The Mortgagee shall not exercise its right to require such deposits so long as no "**Default**" (as defined in Section 38 of this Mortgage) or Event of Default under this Mortgage or any of the other Loan Documents has occurred and is continuing and the Mortgagors have paid all Taxes when due.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default under this Mortgage, the Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Section 4 hereof to cure any Event of Default under this Mortgage or to pay any of the Indebtedness in such order and manner as the Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, the Mortgagors shall immediately, upon demand by the Mortgagee, deposit with the Mortgagee an amount equal to the amount so used from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to the Mortgagors. Such deposits are hereby pledged as additional security for the

Indebtedness and shall not be subject to the direction or control of the Mortgagors. Neither the Mortgagee nor any of the Lenders shall be liable for any failure to apply to the payment of Taxes any amount so deposited unless the Mortgagors, prior to an Event of Default under this Mortgage, shall have requested the Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Neither the Mortgagee nor any of the Lenders shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

(a) The Mortgagors shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by the Mortgagee, in accordance with the terms, coverages and provisions described in the Loan Agreement, and such other insurance as the Mortgagee may from time to time reasonably require. Unless the Mortgagors provide the Mortgagee evidence of the insurance coverages required hereunder, the Mortgagee may purchase insurance at the Mortgagors' expense to cover the Mortgagee's interest in the Premises. The insurance may, but need not, protect the Mortgagors' interest. The coverages that the Mortgagee purchases may not pay any claim that the Mortgagors make or any claim that is made against the Mortgagors in connection with the Premises. The Mortgagors may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagors have obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the Premises, the Mortgagors will be responsible for the costs of such insurance, including, without limitation, interest at the Default Rate under the Loan Agreement and any other charges which the Mortgagee or the Lenders may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance the Mortgagors may be able to obtain on their own.

(b) The Mortgagors shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless the Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to the Mortgagee and such separate insurance is otherwise acceptable to the Mortgagee.

(c) In the event of loss, the Mortgagors shall give prompt notice thereof to the Mortgagee, and, if such loss exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Threshold**"), the Mortgagee shall have the sole and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding subsection (d) are not satisfied, then the Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Default or Event of Default then exists, (iii) the Mortgagee, in the exercise of reasonable discretion determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed within a reasonable period of time, and in no event no later than six (6) months prior to the Maturity Date (as defined in the Owner Loan

Agreement), and (iv) the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the sole and absolute discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration, then the Mortgagee shall endorse to the Mortgagor any such payment and the Mortgagor may collect such payment directly and apply it to restoration or repair of the property damaged as provided in subsection (d) below. The Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by the Mortgagee pursuant to the terms of this Section, after the payment of all of the Mortgagee's and the Lenders' expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon the Mortgagee may declare the whole of the balance of Indebtedness to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subsection (d) below; provided, however, that the Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subsection (d) below, if (i) the Mortgagee has received satisfactory evidence that such restoration or repair shall be completed within a reasonable period of time and in no later than the date that is six (6) months prior to the Maturity Date (as defined in the Owner Loan Agreement), (ii) no Default or Event of Default then exists, and (iii) the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the reasonable discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration. If insurance proceeds are made available to the Mortgagors by the Mortgagee as hereinafter provided, the Mortgagors shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. In the event of foreclosure of this Mortgage, all right, title and interest of the Mortgagors in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(d) If insurance proceeds are made available by the Mortgagee to the Mortgagors, the following provisions shall apply:

(i) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, the Mortgagors shall obtain from the Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(ii) Prior to each payment or application of any insurance proceeds to the repair or restoration of such Improvements (which payment or application may be made, at the Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to the Mortgagee and the cost of which is to be borne by the Mortgagors), the Mortgagee shall be satisfied as to the following:

(A) No Default (as defined in Section 38 of this Mortgage) or Event of Default under this Mortgage has occurred and is continuing;

(B) Either such Improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be

sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, the Mortgagors have deposited with the Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(C) Prior to each disbursement of any such proceeds, the Mortgagee shall be furnished with a statement of the Mortgagee's architect (the cost of which shall be borne by the Mortgagors), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by the Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and the Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(iii) If the Mortgagors shall fail to restore, repair or rebuild such Improvements within a time deemed satisfactory by the Mortgagee in the exercise of reasonable discretion, then the Mortgagee, at its option, may (A) commence and perform all necessary acts to restore, repair or rebuild such Improvements for or on behalf of the Mortgagors, or (B) declare an Event of Default under this Mortgage. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of such Improvements, such excess shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

(e) The following notice is provided pursuant to paragraph (3) of Section 180/10 of Chapter 815 of the Illinois Compiled Statutes, as amended. As used herein, "you" means the Mortgagors and "we" and "us" means the Mortgagee: Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid

Indebtedness, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the applicable Mortgagor and the same shall be paid forthwith to the Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking the Mortgagee may declare the whole of the balance of the Indebtedness to be due and payable. Notwithstanding the provisions of this Section to the contrary, if any condemnation or taking of less than the entire Premises occurs, and provided that no Default or Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by the Mortgagor and applied to any necessary restoration or repair of the remaining property, on the terms contained in Section 6(d) hereof, and the Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over any Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Notes or any of the other Loan Documents, the Mortgagors shall pay such tax in the manner required by any such law. The Mortgagors further agree to reimburse the Lenders and the Mortgagee for any sums which they may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, the Mortgagors shall not be required to pay any income or franchise taxes of the Lenders or the Mortgagee.

9. **Lease and Rent Assignment.** The Mortgagors acknowledge that, concurrently herewith, the Mortgagors have executed and delivered to the Mortgagee, as additional security for the repayment of the Loans, an Assignment of Rents and Leases (the "**Assignment**") pursuant to which the Mortgagors have assigned to the Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. The Mortgagors agree to abide by all of the provisions of the Assignment.

10. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Notes is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in any Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release or change.

11. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon the Lenders or the Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by the Mortgagors, or (c) a change in the method of taxation of mortgages, deeds of trust or debts secured by

mortgages or deeds of trust or the Mortgagee's or the Lenders' interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then the Mortgagors, upon demand by the Mortgagee, shall pay such Taxes or charges, or reimburse the Lenders or the Mortgagee therefor; provided, however, that the Mortgagors shall not be deemed to be required to pay any income or franchise taxes of the Lenders or the Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for the Mortgagee it is or may be unlawful to require the Mortgagors to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. **Performance of Defaulted Acts and Expenses Incurred by Lenders and Mortgagee.** If an Event of Default under this Mortgage has occurred and is continuing, the Lenders and the Mortgagee may, but need not, make any payment or perform any act herein required of the Mortgagors in any form and manner deemed expedient by Lenders or the Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of any Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by the Lenders or the Mortgagee in regard to any tax referred to in Section 8 hereof or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by the Mortgagors to the Lenders or the Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the "**Default Rate**" (as defined in the Notes or the Loan Agreement). In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by the Lenders or the Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of the Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by the Mortgagors to the Lenders or the Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Section shall be immediately due and payable by the Mortgagors to the Lenders or the Mortgagee, and shall be additional Indebtedness evidenced by the Notes and secured by this Mortgage. The Lenders' or the Mortgagee's failure to act shall never be considered as a waiver of any right accruing to the Lenders or the Mortgagee on account of any Event of Default under this Mortgage or any of the other Loan Documents. Should any amount paid out or advanced by the Lenders or the Mortgagee hereunder, or pursuant to any agreement executed by any Mortgagor in connection with the Loans, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then the Lenders or the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. **Security Agreement.** The parties intend for this Mortgage to create a lien on the Premises, and an absolute assignment of the rents, all in favor of Mortgagee and the Lenders. The parties acknowledge that some of the Premises and some or all of the rents may be determined under applicable law to be personal property or fixtures. To the extent that any Premises or rents may be or be determined to be personal property, each Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all of such Mortgagor's right, title and interest in all such Premises and rents, whether now owned or existing or hereafter acquired, to secure payment and performance of the Indebtedness. The Mortgagors and the Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of any Mortgagor or held by the Mortgagee (whether deposited by or on behalf of any Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code and which property is hereinafter referred to as "**Personal Property**"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the supporting obligations (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "**Collateral**"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of the Mortgagors' right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The applicable Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien of this Mortgage, other liens and encumbrances benefiting the Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by such Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Real Estate and, except for Collateral no longer useful in connection with the operation of the Real Estate, provided that prior to the sale or other disposition thereof, such Collateral has been replaced by property of at least equal value and utility and which is subject to the lien of this Mortgage, will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagors, the Mortgagee, and third-party tenants at the Premises pursuant to leases substantially similar to the form(s) of lease previously provided to Mortgagee, entered into on an arms' length basis in the ordinary course of Mortgagors' business, and holders of interests, if any, expressly permitted hereby.

(e) No Financing Statement (other than Financing Statements showing the Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby or under the Loan Documents) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and the Mortgagors, at the Mortgagors' own cost and expense, upon demand, will furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts as the Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting the Mortgagee and no other party, and liens and encumbrances (if any) expressly permitted hereby or under the Loan Documents; and the Mortgagors will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be desirable. The Mortgagors hereby irrevocably authorize the Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of the Mortgagors, that (i) indicate the Collateral (A) is comprised of all assets of the Mortgagors or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether each Mortgagor is an organization, the type of organization and any organizational identification number issued to such Mortgagor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Mortgagors agree to furnish any such information to the Mortgagee promptly upon request. The Mortgagors further ratify and affirm their authorization for any financing statements and/or amendments thereto, executed and filed by the Mortgagee in any jurisdiction prior to the date of this Mortgage. In addition, the Mortgagors shall make appropriate entries on their books and records disclosing the Mortgagee's security interests in the Collateral. Mortgagors shall pay all fees and costs that Mortgagee may incur in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. In case Mortgagors fail to execute any financing statements or other documents for the perfection or continuation of any security interest, Mortgagors hereby irrevocably appoint Mortgagee as its true and lawful attorney-in-fact (which power of attorney is coupled with an interest) to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Mortgage or the rights or obligations of the parties under it.

(f) Upon and during the continuance of an Event of Default under this Mortgage, the Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as the Mortgagors can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any

place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagors' right of redemption in satisfaction of the Mortgagors' obligations, as provided in the Code. The Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagors to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by the Mortgagee which is reasonably convenient to both parties. The Mortgagee will give the Mortgagors at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of the Mortgagors hereinafter set forth at least 10 days before the time of the sale or disposition. The Mortgagee may buy at any public sale. The Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If the Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee, shall be applied against the Indebtedness in such order or manner as the Mortgagee shall select. The Mortgagee will account to the Mortgagors for any surplus realized on such disposition. Included within the Indebtedness secured by this Mortgage are unpaid balances of advances made, with respect to the Premises, for payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the Premises.

(g) The terms and provisions contained in this Section, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement filed as a fixture filing pursuant to the Code. The addresses of the Mortgagors (Debtor) and the Mortgagee (Secured Party) are hereinbelow set forth. This Mortgage is to be filed for recording in the appropriate public records of the county or counties where the Premises are located. The Mortgagors are the record owner of the Premises as indicated above.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between the respective Mortgagors or their agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of the Mortgagors, as lessor thereunder.

(j) Each Mortgagor represents and warrants that: (i) such Mortgagor is the record owner of the applicable Premises; (ii) such Mortgagor's chief executive office is located in the State of Nebraska; (iii) such Mortgagor's state of organization is the State of Iowa; (iv) such Mortgagor's exact legal name is as set forth on Page 1 of this Mortgage; and (v) each Mortgagor's organizational identification number is as follows:

<u>Mortgagor</u>	<u>Organizational Number</u>
Mortgagor 1	604236
Mortgagor 2	604198
Mortgagor 3	604201
Mortgagor 4	604202

(k) Each Mortgagor hereby agrees that: (i) where Collateral is in possession of a third party, such Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Mortgagee; (ii) such Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Indebtedness is paid in full, such Mortgagor will not change the state where it is located or change its name or form of organization without giving the Mortgagee at least 30 days' prior written notice in each instance.

14. **Events of Default; Acceleration.** Each of the following shall constitute an "Event of Default" under this Mortgage:

(a) The Mortgagors fail to pay (i) any installment of principal or interest payable pursuant to the Notes on the date when due, or (ii) any other amount payable to the Mortgagee under this Mortgage or any of the other Loan Documents within five (5) days following the date any such payment is due in accordance with the terms hereof or thereof.

(b) The Mortgagors fail to perform, observe, or satisfy any obligation, covenant, term, agreement, condition or provision contained in this Mortgage and not described in the other subsections of this Section; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the "**Cure Period**") of fifteen (15) days after the earlier of, the date Mortgagor obtains actual knowledge of such failure or the date Mortgagor receives written notice of such failure, to cure the same, and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for fifteen (15) additional days, but in no event shall the Cure Period be longer than thirty (30) days in the aggregate.

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

If an Event of Default occurs under this Mortgage, the Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to the

Mortgagors, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

15. **Foreclosure; Expense of Litigation.**

(a) When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with applicable law, and to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Premises (or such part or parts thereof or leasehold, subleasehold or other interest therein encumbered hereby as the Mortgagee may from time to time elect to sell) in accordance with all applicable laws. Mortgagee may become the purchaser at any sale hereunder and may bid at said sale in the form of cash, cash equivalents and/or cancellation of all or any part of the Indebtedness or any combination thereof. In the event of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent allowed by applicable law, the Premises may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect, and if Mortgagee so elects, Mortgagee may have the personal property covered by this Mortgage sold at one or more separate sales in any manner permitted by the Code, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Premises is sold or the Indebtedness is paid in full.

(b) In any suit or other proceeding to foreclose this Mortgage or enforce any other remedy of the Mortgagee under this Mortgage or the Notes, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee or the Lenders for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Section and such other expenses and fees as may be incurred in the enforcement of the Mortgagors' obligations hereunder, the protection of said Premises and the maintenance of the interest created by this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee or the Lenders in any litigation or proceeding affecting this Mortgage, the Notes, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by the Mortgagors, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

(c) Without limitation of the foregoing, Mortgagee and the Lenders shall be entitled to recover its attorneys' fees and all costs in connection with any litigation surrounding to the Premises, which attorneys' fees and costs, with interest thereon at the Default Rate shall be secured by this Mortgage, and shall include, without limitation, support staff costs, amounts expended in litigation preparation, computerized research, telephone and telefax charges,

mileage, depositions, postage, photocopies, process service, videotapes and the like, and any costs associated with environmental testing, audits, reviews, inspection, remediation and clean-up.

16. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the applicable law and, unless otherwise specified therein, in such order as the Mortgagee may determine in its sole and absolute discretion.

17. **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by the Mortgagee, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of any Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any other holder of any Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when the Mortgagors, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or any amount found due or secured by any judgment or decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such judgment or decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

18. **Mortgagee's Right of Possession in Case of Default.** At any time after an Event of Default under this Mortgage has occurred and is continuing, the Mortgagors shall, upon demand of the Mortgagee, surrender to the Mortgagee possession of the Premises. The Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude the Mortgagors and their employees, agents or servants therefrom, and the Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. The Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, the Mortgagee shall have full power to:

(a) Cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagors to cancel the same;

(b) Elect to disaffirm any lease or sublease which is then subordinate to this Mortgage;

(c) Extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date (as defined in the Owner Loan Agreement) and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Mortgagors and all persons whose interests in the Premises are subject to this Mortgage and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) Make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as the Mortgagee deems are necessary;

(e) Insure and reinsure the Premises and all risks incidental to the Mortgagee's possession, operation and management thereof; and

(f) Receive all of such avails, rents, issues and profits.

19. **Application of Income Received by Mortgagee.** The Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

(c) To the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

20. **Compliance with Iowa Mortgage Foreclosure Law.**

(a) If any provision in this Mortgage shall not comply with any Iowa statutory law pertaining to foreclosures, such laws shall take precedence over the provisions of this Mortgage,

but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

(b) If any provision of this Mortgage shall grant to the Mortgagee (including the Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default under this Mortgage which are more limited than the powers, rights or remedies that would otherwise be vested in the Mortgagee or in such receiver under the applicable laws of the State of Iowa in the absence of said provision, the Mortgagee and such receiver shall be vested with the powers, rights and remedies granted under the applicable laws of the State of Iowa to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Mortgagee, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness by the judgment of foreclosure.

21. **Rights Cumulative.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default under this Mortgage or acquiescence therein.

22. **Mortgagee's Right of Inspection.** The Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours' prior notice to the Mortgagors, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

23. **Release Upon Payment and Discharge of Mortgagor's Obligations.** The Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Mortgagee in connection with the execution of such release.

24. **Notices.** All notices and other communications provided for in this Mortgage ("**Notices**") shall be in writing. The "**Notice Addresses**" of the parties for purposes of this Mortgage are as follows:

If to the Mortgagors:

c/o Azria Health Management, LLC
702 South Highway 6
Gretna, Nebraska 68028
Attention: Steven Hornung

With a copy to: Flanagan & Associates, L.L.C.
7611 State Line Road, Suite 303
Kansas City, Missouri 64114
Attention: Michael F. Flanagan, Esq.

If to the Mortgagee: CIBC Bank USA
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Daniel Forrer

With a copy to: Scott & Kraus, LLC
150 S. Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attention: Drew J. Scott, Esq.

or such other address as a party may designate by notice duly given in accordance with this Section to the other parties. A Notice to a party shall be effective when delivered to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, or delivery by a commercial courier or delivery service. If the Notice Address of a party includes a facsimile number or electronic mail address, Notice given by facsimile or electronic mail shall be effective when delivered at such facsimile number or email address. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

25. **Waiver of Rights.** The Mortgagors hereby covenant and agree that they will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) The Mortgagors agree to the provisions of Section 628.28 of the Iowa Code or any successor provision, permitting Mortgagee, at its own option upon waiving the right to judgment for deficiency, to hold a foreclosure sale of the Premises three (3) months after a foreclosure judgment is entered without possibility of redemption. Further, the Mortgagors also agree to the provisions of Section 628.27 of the Iowa Code or any successor provision, permitting Mortgagee, at its own option upon waiving the right to judgment for deficiency, and in the event the court in the foreclosure action affirmatively finds that the provisions of 628.27 of the Iowa Code or any successor provisions have been met to hold a foreclosure sale of the Premises sixty (60) days after a foreclosure judgment is entered without possibility of redemption;

(b) The Mortgagors will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(c) If any Mortgagor is a trustee, such Mortgagor represents that the provisions of this section (including the waiver of reinstatement and redemption rights) were made at the express direction of such Mortgagor's beneficiaries and the persons having the power of direction over such Mortgagor, and are made on behalf of the trust estate of such Mortgagor and all beneficiaries of such Mortgagor, as well as all other persons mentioned above.

26. **Contests.** Notwithstanding anything to the contrary herein contained, the Mortgagors shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (each, a "**Contested Lien**"), and no Contested Lien shall constitute an Event of Default under this Mortgage, if, but only if:

(a) The Mortgagors shall forthwith give notice of any Contested Lien to the Mortgagee at the time the same shall be asserted;

(b) The Mortgagors shall either pay under protest or deposit with the Mortgagee the full amount (the "**Lien Amount**") of such Contested Lien, together with such amount as the Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment the Mortgagors may furnish to the Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to the Mortgagee;

(c) The Mortgagors shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit the Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of the Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

(d) The Mortgagors shall pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to the Mortgagors, or (ii) forthwith upon demand by the Mortgagee if, in the opinion of the Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if the Mortgagors shall fail so to do, the Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by the Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that the

Mortgagee may in such case use and apply monies deposited as provided in paragraph (b) of this Section and may demand payment upon any bond or title indemnity furnished as aforesaid.

27. **Expenses Relating to Notes and Mortgage.**

(a) The Borrowers will pay all expenses, charges, costs and fees relating to the Loans or necessitated by the terms of the Notes, this Mortgage or any of the other Loan Documents, including without limitation, the Lenders' and the Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Notes, this Mortgage and the other Loan Documents, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided the Borrowers shall not be required to pay any income or franchise taxes of the Lenders or the Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes and this Mortgage. The Mortgagors recognize that, during the term of this Mortgage, the Lenders and the Mortgagee:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which any of the Lenders or the Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(ii) May make preparations following the occurrence of an Event of Default under this Mortgage for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(iii) May make preparations following the occurrence of an Event of Default under this Mortgage for, and do work in connection with, the Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

(iv) May make preparations for and commence other private or public actions to remedy an Event of Default under this Mortgage, which other actions may or may not be actually commenced; or

(v) May enter into negotiations with the Mortgagors or any of their agents, employees or attorneys in connection with the existence or curing of any Event of Default under this Mortgage, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure.

(vi) May enter into negotiations with any Mortgagor or any of its agents, employees or attorneys pertaining to the Mortgagee's approval of actions taken or proposed to be taken by such Mortgagor which approval is required by the terms of this Mortgage.

(b) All expenses, charges, costs and fees described in this Section shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the

Default Rate and shall be paid, together with said interest, by the Mortgagors forthwith upon demand.

28. **Statement of Indebtedness.** The Mortgagors, within seven days after being so requested by the Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

29. **Further Instruments.** Upon request of the Mortgagee, the Mortgagors shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

30. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Notes and interest thereon; this Mortgage secures any and all other amounts which may become due under the Notes, any of the other Loan Documents or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by the Mortgagee or the Lenders to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

31. **Indemnity.** The Mortgagors hereby covenant and agree that no liability shall be asserted or enforced against the Mortgagee or the Lenders in the exercise of the rights and powers granted to the Mortgagee in this Mortgage, and the Mortgagors hereby expressly waive and release any such liability, except to the extent resulting from the gross negligence or willful misconduct of the Mortgagee. The Mortgagors shall indemnify and save the Mortgagee and the Lenders harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "**Claims**"), of whatever kind or nature which may be imposed on, incurred by or asserted against the Mortgagee or the Lenders at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which the Mortgagee or the Lenders may or do become party, either as plaintiff or as defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to the Mortgagee in accordance with the terms of this Mortgage; provided, however, that the Mortgagors shall not be obligated to indemnify or hold the Mortgagee or the Lenders harmless from and against any Claims directly arising from the gross negligence or willful misconduct of the Mortgagee or the Lenders. All costs provided for herein and paid for by the Mortgagee or the Lenders shall be so much additional Indebtedness and shall become immediately due and payable upon demand by the Mortgagee or the Lenders and with interest thereon from the date incurred by the Mortgagee or the Lenders until paid at the Default Rate.

32. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that the Mortgagee may terminate such agreement, without penalty or cost, at any time after the occurrence of an Event of Default under this Mortgage. Such property management agreement or a short form thereof, at the Mortgagee's request, shall be recorded in the appropriate public records of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, the Mortgagors shall cause the property manager under such agreement to enter into a subordination of the management agreement with the Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to this Mortgage.

33. **Compliance with Environmental Laws.** Concurrently herewith the Mortgagors and the Guarantors have executed and delivered to the Mortgagee that certain Environmental Indemnity Agreement dated as of the date hereof (the "**Indemnity**") pursuant to which the Mortgagors and the Guarantors have indemnified the Lenders and the Mortgagee for environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of the Mortgagors thereunder.

34. **Miscellaneous.**

(a) **Incorporation of Sections 13.2 and 13.3 of Loan Agreement.** The provisions of Sections 13.2 and 13.3 of the Loan Agreement are hereby incorporated into and made a part of this Mortgage.

(b) **Joint and Several; Successors and Assigns.** The obligations of the Mortgagors under this Mortgage shall be joint and several. This Mortgage and all provisions hereof shall be binding upon and enforceable against the Mortgagors and their assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of the Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Notes.

(c) **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage 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, the Mortgagors and the Mortgagee 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 Mortgage 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. This Mortgage is to be construed in accordance with and governed by the internal 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 Mortgage.

(d) **Municipal Requirements.** The Mortgagors shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and the Mortgagors hereby assign to the Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by the Mortgagors which would result in a violation of any of the provisions of this paragraph shall be void.

(e) **Rights of Tenants.** The Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of the Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by the Mortgagors as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(f) **Option of Mortgagee to Subordinate.** At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by the Mortgagee of a unilateral declaration to that effect and the recording thereof in the appropriate public records in and for the county wherein the Premises are situated.

(g) **Mortgagee-in-Possession.** Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Mortgagee pursuant to this Mortgage.

(h) **Relationship of Mortgagee and Lenders and Mortgagors.** The Mortgagee and Lenders shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagors or of any lessee, operator, concessionaire or licensee of the Mortgagors in the conduct of their respective businesses, and, without limiting the foregoing, the Lenders shall not be deemed to be such partner, joint venturer, agent or associate on account of the Lenders becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagors and the Mortgagee and Lenders hereunder is solely that of debtor/creditor.

(i) **Time of the Essence.** Time is of the essence of the payment by the Mortgagors of all amounts due and owing to the Lenders under the Notes and the other Loan Documents and the performance and observance by the Mortgagors of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

(j) **No Merger.** The parties hereto intend that this Mortgage and the interest hereunder shall not merge in the fee simple title to the Premises, and if the Mortgagee or the

Lenders acquire any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee or the Lenders as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the interest hereunder shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(k) **Variable Rate Mortgage; Future Advances; Maximum Indebtedness.**

The Notes and Loans secured hereby bear interest at a variable rate. This Mortgage shall secure not only presently existing indebtedness under the Notes and the Loans or any other Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, to the same extent and with the same priority as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all Indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. Any disbursements which Mortgagee may make under this Mortgage, the Notes or the other Loan Documents (e.g., for payment of taxes, insurance premiums or other advances to protect Mortgagee's liens and security interests, as permitted hereby) shall be additional Indebtedness secured hereby. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby. Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness secured hereby exceed \$124,000,000; provided, however, in no event shall the Lenders be obligated to advance funds in excess of the face amount of the Notes.

(l) **Complete Agreement; No Reliance; Modifications.**

This Mortgage, the Notes and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof. The Mortgagors acknowledge that they are executing this Mortgage without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein or in the other Loan Documents. This Mortgage and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both the Mortgagors and the Mortgagee.

(m) **Changes.**

To the extent permitted by law, any agreement hereafter made by Mortgagors and Mortgagee relating to this Mortgage or any of the other Loan Documents shall be superior to the rights of the holder of any intervening lien or encumbrance. Any holder of a lien or encumbrance junior to the lien of Mortgagee under this Mortgage and the other Loan Documents shall take its lien subject to the right of Mortgagee to amend, modify or supplement this Mortgage, the Notes, the Loan Agreement or any of the other Loan Documents, to extend the maturity of Mortgagors' Obligations (as defined in the Owner Loan Agreement) and Operators' Obligations (as defined in the Operator Loan Agreement) or any portion thereof, to vary the rate of interest chargeable under the Notes and/or the Loan Agreement and to increase the amount of the indebtedness secured thereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage and the other Loan Documents losing its priority over the rights of any such junior lien.

(n) **Captions.** The captions and headings of various Sections and paragraphs of this Mortgage 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.

(o) **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.

(p) **Counterparts; Electronic Signatures.** This Mortgage 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 Mortgage by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Mortgage maintained by the Mortgagee or the Lenders shall be deemed to be an original.

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

35. **Litigations Provisions.**

(a) **Consent to Jurisdiction.** EACH MORTGAGOR 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 MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS.

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

(c) **Consent to Venue.** EACH MORTGAGOR AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST SUCH MORTGAGOR 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 MORTGAGOR 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 MORTGAGOR AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST THE MORTGAGEE OR THE LENDERS RELATING IN ANY MANNER TO THIS MORTGAGE, THE LOANS 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 THE MORTGAGEE OR THE LENDERS AGAINST SUCH MORTGAGOR IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

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

36. Remedies against Other Collateral. The Mortgagors hereby acknowledge that certain Loan Documents other than this Mortgage create liens on collateral located in counties or states other than the counties and state in which the Premises are located. The Mortgagors further acknowledge that this Mortgage and the other Loan Documents are cross-defaulted and the Loans secured hereby are also secured by the other Loan Documents. The Mortgagors agree that the Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Loans.

37. Other Iowa Specific Provisions.

(a) Copy. The Mortgagors hereby acknowledge the receipt of a copy of this Mortgage, together with a copy of each promissory note secured hereby, and all other documents executed by the Mortgagors in connection herewith.

(b) Business Purpose. The Mortgagors warrant that the Premises are not a one-family or two-family dwelling and that the indebtedness secured by this Mortgage does not constitute a consumer credit transaction as defined in Iowa Code Section 537.1301(12).

(c) Nonjudicial Foreclosure. The Lender may at its option elect to foreclose this Mortgage by nonjudicial procedures allowed by Iowa law.

(d) Surrender of Notes. In the event of foreclosure of this Mortgage, the Mortgagors hereby agree that a court may, and requests the court to, enter a special order directing the clerk of court to enter and record the judgment contained in the foreclosure decree on the Notes secured by the Mortgage without requiring that the Notes be first filed with the clerk of court for cancellation. The Mortgagors further agree, because the Notes secured by this Mortgage is also secured by other collateral and will be necessary for any realization upon such collateral, that notwithstanding Iowa Rule of Civil Procedure 1.961, as presently enacted or as

hereafter amended or replaced, the clerk of court may, in the event of foreclosure of this Mortgage, enter and record the judgment contained in the foreclosure decree on the Notes secured by the Mortgage without the requirement that the Notes be first filed with the clerk of court for cancellation.

(e) Non-Statutory Liens. The Mortgagors hereby represent, warrant and agree that the liens and security interest granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code, as now enacted or hereafter modified, amended or replaced. The Mortgagors, for themselves and all persons claiming by, through or under the Mortgagors, agree that it claims no lien or right to lien of the type contemplated by Chapter 575 or any other chapter of the Iowa Code and further waives all notices and rights pursuant to said law with respect to the liens and security interests hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify and hold harmless the Lender from any loss, damage and cost, including attorney's fees, threatened or suffered by the Lender arising either directly or indirectly as a result of any claim of the applicability of said law to the liens and security interest hereby granted.

(f) After-Acquired Property. The lien of this Mortgage shall automatically attach (without further act or notice) to all after-acquired property of the Mortgagors, of whatever kind, located in, on, or attached to, or used or intended to be used in connection with, or in the operation of the Premises.

38. Definitions of Certain Terms. The following terms shall have the following meanings in this Mortgage:

Affiliate: As to a person or entity, any other person or entity which, directly or indirectly, Controls, is Controlled by or is under common Control with such first person or entity.

Bank Product Agreements: Those certain cash management service agreements entered into from time to time between any Borrower and CIBC (on its own behalf and not as Agent) or its Affiliates in connection with any of the Bank Products.

Bank Product Obligations: All obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Borrower to CIBC (on its own behalf and not as Agent) or its Affiliates pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that such Borrower is obligated to reimburse to CIBC (on its own behalf and not as Agent) as a result of CIBC (on its own behalf and not as Agent) purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to such Borrower pursuant to the Bank Product Agreements.

Bank Products: Any service or facility extended to any Borrower by CIBC (on its own behalf and not as Agent) or its Affiliates, including, without limitation, (i) deposit accounts, (ii) cash management services, including, without limitation, controlled

disbursement, lockbox, electronic funds transfers (including, without limitation, book transfers, fedwire transfers, ACH transfers), online reporting and other services relating to accounts maintained with the Lender or its Affiliates, (iii) debit cards, and (iv) Hedging Agreements.

Code: The Uniform Commercial Code of the State of Iowa as from time to time in effect; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Iowa, the term "Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Mortgage or the other Loan Documents relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

Control: Possession by a person or an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by contract, ownership of voting securities, membership or partnership interests or otherwise.

Default: When used in reference to this Mortgage or any other document, or in reference to any provision of or obligation under this Mortgage or any other document, the occurrence of an event or the existence of a condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default under this Mortgage or such other document, as the case may be.

Event of Default: The following: (i) when used in reference to this Mortgage, one or more of the events or occurrences referred to in Section 14 of this Mortgage; and (ii) when used in reference to any other document, a default or event of default under such document that has continued after the giving of any applicable notice and the expiration of any applicable grace or cure periods.

Hedging Agreements: The following: (i) any ISDA Master Agreement between any Borrower and CIBC (on its own behalf and not as Agent), any Affiliate of CIBC or any other provider, (ii) any Schedule to Master Agreement between any Borrower and CIBC (on its own behalf and not as Agent), any Affiliate of CIBC or any other provider, and (iii) all other agreements entered into from time to time by any Borrower and CIBC (on its own behalf and not as Agent), any Affiliate of CIBC or any other provider relating to Hedging Transactions.

Hedging Transaction: Any transaction (including an agreement with respect thereto) now existing or hereafter entered into between any Borrower and CIBC (on its own behalf and not as Agent), any Affiliate of CIBC or any other provider which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any

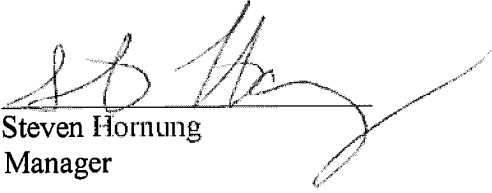
of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Mortgagors have executed and delivered this Mortgage as of the day and year first above written.


MORTGAGORS:

**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 19th day of October, 2020, 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.



Printed Name: **YAAKOV GOLDSTEIN**
Notary Public **NOTARY PUBLIC-STATE OF NEW YORK**
Commission Expires: **No. 02606192766**
Qualified in Nassau County
My Commission Expires 01-28-2021

SCHEDULE 1
OTHER OWNERS

1. KS Ellinwood PropCo, LLC, a Kansas limited liability company
2. NE Ashland PropCo, LLC, a Nebraska limited liability company
3. NE Blue Hill PropCo, LLC, a Nebraska limited liability company
4. NE Central City PropCo, LLC, a Nebraska limited liability company
5. NE Gretna PropCo, LLC, a Nebraska limited liability company
6. NE Ryder Park PropCo, LLC, a Nebraska limited liability company
7. NE Sutherland PropCo, LLC, a Nebraska limited liability company
8. NE Waverly PropCo, LLC, a Nebraska limited liability company

SCHEDULE 2
OPERATORS

1. BCP Ellinwood, LLC, a Kansas limited liability company
2. BCP Ashland, LLC, a Nebraska limited liability company d/b/a Azria Health Ashland
3. BCP Blue Hill, LLC, a Nebraska limited liability company d/b/a Azria Health Blue Hill
4. BCP Central City, LLC, a Nebraska limited liability company d/b/a Azria Health Central City
5. BCP Gretna, LLC, a Nebraska limited liability company d/b/a Azria Health Gretna
6. BCP Grand Island, LLC, a Nebraska limited liability company d/b/a Azria Health Grand Island
7. BCP Sutherland, LLC, a Nebraska limited liability company d/b/a Azria Health Sutherland
8. BCP Waverly, LLC, a Nebraska limited liability company d/b/a Azria Health Waverly
9. BCP Clarinda, LLC, an Iowa limited liability company
10. BCP Mediapolis, LLC, an Iowa limited liability company
11. BCP Union Park, LLC, an Iowa limited liability company
12. 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.

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 – WEST BRIDGE CARE AND REHABILITATION

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