

BK: 2023 PG: 2617
Recorded: 10/25/2023 at 10:59:14.0 AM
Pages 18
County Recording Fee: \$92.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$95.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

1. **Title of Document:** **AMENDED AND RESTATED LEASE
SUBORDIANTION AGREEMENT**

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. **Lessors:** SNF CLARINDA PROPCO, LLC
SNF MEDIAPOLIS PROPCO, LLC,
SNF UNION PARK PROPCO, LLC, and
SNF WINTERSET PROPCO, LLC

4. **Lessees:** BCP CLARINDA, LLC
BCP MEDIAPOLIS, LLC
BCP UNION PARK, LLC
BCP WINTERSET, LLC

5. **Agent:** CIBC BANK USA, as Administrative Agent

6. **Agent's Mailing Address:** 120 South LaSalle Street
Chicago, Illinois 60603

7. **Taxpayer Information:** Azria Health Management, LLC
702 South Highway 6
Gretna, Nebraska 68028

8. **Legal Description:** Exhibit A-1
 Exhibit A-2
 Exhibit A-3
 Exhibit A-4

9. Document or Instrument Number of Previously Recorded
Documents: 2020-005722 (Des Moines County); 20202547 (Page County);
202000046216 (Polk County); Bk: 2020 PG: 4070 (Madison
County)

AMENDED AND RESTATED LEASE SUBORDINATION AGREEMENT

THIS AMENDED AND RESTATED LEASE SUBORDINATION AGREEMENT dated as of August 1, 2023 (this "Agreement"), is made by and among CIBC BANK USA, an Illinois banking corporation ("CIBC"), as Sole Lead Arranger and as Administrative Agent for the Lenders under the Loan Agreements referred to below (CIBC in such capacity, the "Agent", and CIBC and such other Lenders being referred to herein collectively as the "Lenders"), BCP CLARINDA, LLC, an Iowa limited liability company, BCP MEDIAPOLIS, LLC, an Iowa limited liability company, BCP UNION PARK, LLC, an Iowa limited liability company, and BCP WINTERSET, LLC, an Iowa limited liability company (collectively, the "Lessees" or "Operators"), and 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 (collectively, the "Lessors" or "Owners"; Operators and Owners being collectively referred to herein as the "Borrowers").

RECITALS

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

B. The Owner Loans will be evidenced by separate term notes executed by 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 of the Owner Notes or the Owner Loan Agreement or any of the other Loan Documents (as defined in the Owner Loan Agreement) (collectively, the "Owner Loan Documents").

C. Pursuant to the terms of an Amended and Restated Loan and Security Agreement of even date herewith (the "Operator Loan Agreement", and together with the Owner Loan Agreement, the "Loan Agreements") by and among Lessees, Lenders and Agent, Lenders have agreed to make revolving loans to Operators in the maximum principal amount of up to \$1,500,000.00 (the "Operator Loans", and collectively with the Owner Loans, the "Loans").

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

E. As security for the payment and performance of the obligations of Borrowers under the Loan Documents, Lessors have executed and delivered to Agent that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith made by Lessors in favor of Agent (the "**Mortgage**") encumbering the Projects described in Exhibits A-1 through A-4 hereto (collectively, the "**Projects**"), each of which are each owned by one of the Lessors.

F. Each Lessee is the holder of a leasehold estate covering all or a portion of one of the Projects (in each case, the "**Leased Premises**") pursuant to the terms of leases which are identified in Exhibit B attached to this Agreement (as amended, restated or modified from time to time, collectively, the "**Leases**"), true and correct copies of which Leases have been delivered to Agent.

G. Lessors, Lessees and Agent desire to confirm their understanding with respect to the Leases and the Mortgage.

AGREEMENTS

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

1. Subject to the terms of this Agreement, each Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all modifications, amendments, restatements, extensions, renewals, increases, substitutions, replacements and consolidations of the Mortgage. In the event of any conflict or inconsistency between any of the provisions of any Lease and the Mortgage, the provisions of the Mortgage shall control.

2. If the interests of any prior lessor under any Lease (including any Lessor) (a "**Prior Lessor**") shall be transferred to or owned by Agent by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, or deed in lieu of such foreclosure proceedings, or by any other manner, including but not limited to Agent's exercise of its rights under any assignment of rents and leases, and Agent succeeds to the interest of such Prior Lessor under such Lease, the applicable Lessee shall be bound to Agent under all of the terms, covenants and conditions of such Lease for the balance of the remaining term thereof and any extension thereof duly exercised by such Lessee, with the same force and effect as if Agent were the lessor under such Lease, and such Lessee does hereby attorn to Agent as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Agent's succeeding to the interest of a Prior Lessor under such Lease.

3. If Agent shall succeed to the interest of any Prior Lessor under any Lease, Agent shall, subject to the following provisions, be bound to Lessee under all of the terms, covenants and conditions of such Lease; provided, however, that Agent shall not be:

- (a) liable for any act or omissions of any Prior Lessor; or

- (b) subject to any offsets or defenses which such Lessee might have against any Prior Lessor; or
- (c) bound by any rent or additional rent or advance rent which such Lessee might have paid for more than the current month to any Prior Lessor and all such rent shall remain due and owing notwithstanding such advance payment; or
- (d) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any Prior Lessor; or
- (e) bound by any amendment or modification of such Lease made without its consent and written approval; or
- (f) required to complete any construction of or in the Leased Premises under such Lease or otherwise perform the obligations of such Lessor under such Lease, in the event Agent succeeds to the interest of any Prior Lessor prior to full completion of such construction of or in such Leased Premises.

All liability under any Lease of CIBC and any other party who, from time to time, shall be included in the definition of the term "**Agent**" below shall be limited to its interest in the applicable Project, and shall be without recourse to any of its property or assets other than such Project. Neither CIBC nor any other party who, from time to time, shall be included in the definition of the term "**Agent**" below shall have any liability or responsibility under or pursuant to the terms of this Agreement or any Lease after it ceases to own a fee interest in or to the applicable Project. As used herein, the term "**Agent**" shall be deemed to include CIBC, and any of its successors and assigns, including anyone who shall have succeeded to the lessor's interest under any Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to either of the Mortgage, or deed in lieu of such foreclosure proceedings, or by any other manner.

4. Each Lessor acknowledges that it understands that both the Operator Loans and the Owner Loans are secured by security interests in all or substantially all of the assets of each Lessee granted to Agent (the "**Operator Collateral Liens**"). Each Lessor agrees that the creation of the Operator Collateral Liens will not be deemed to violate any Lease or any other agreements existing between any Lessor and any Lessee. If and to the extent that any Lessor has any security interest, lien or other encumbrance on any property of any Lessee under the terms of any Lease or under applicable law for rent or other amounts payable to such Lessor under such Lease, each Lessor hereby subordinates any such security interest, lien or other encumbrance to the Operator Collateral Liens, and agrees that the Operator Collateral Liens shall have priority over any such security interest, lien or other encumbrance in favor of such Lessor. Each Lessor agrees not to take any action to foreclose on or otherwise enforce any such security interest, lien or other encumbrance until such time as both the Operator Loans and the Owner Loans have been indefeasibly paid in full, and Operator Loan Lenders have no obligation to make any additional disbursements on the Operator Loans or to issue any letter of credit thereunder, and Owner Loan Lenders have no obligation to make any additional disbursements on the Owner Loans. The

foregoing subordination shall apply notwithstanding the fact that any Lessor may have perfected its security interest by the filing of a Uniform Commercial Code Financing Statement prior to the filing of a Uniform Commercial Code Financing Statement by Agent. This paragraph shall not create a right to a security interest, lien or other encumbrance in favor of any Lessor if such a right does not exist currently under its Lease or applicable law.

5. Each Lessor and each Lessee certifies to Agent as follows: (a) that the Lease under which they are Lessor and Lessee is presently in full force and effect and has not been modified or changed other than as stated in Exhibit B attached to this Agreement; (b) that the term of such Lease has commenced, and full rental is now accruing thereunder; (c) that all conditions required to be satisfied by such Lessor and such Lessee under such Lease that could have been satisfied as of the date hereof have been met; (d) that no rent under such Lease has been paid more than one month in advance of its due date; (e) that no default exists under such Lease on the part of such Lessor or such Lessee; (f) that such Lessee, as of this date, has no charge, lien or claim of offset under such Lease or otherwise, against rents or other charges due or to become due thereunder; (g) that such Lease constitutes the entire rental agreement between the parties and that Agent shall have no liability or responsibility with respect to any security deposit of such Lessee; (h) that the only persons, firms or corporations in possession of the Leased Premises under such Lease or having any right to the possession or use of such Leased Premises (other than the record owner) are those holding under the Lease, and residents and occupants of such Leased Premises holding under such Lessee pursuant to agreements entered into in the ordinary course of the business of operating the facility located in such Leased Premises; and (i) that such Lessee has no right or interest in or under any contract, option or agreement involving the sale or transfer of such Leased Premises.

6. In the absence of the prior written consent of Agent, each Lessee agrees not to do any of the following: (a) prepay the rent under its Lease for more than one month in advance; (b) enter into any agreement with Lessor under its Lease to amend or modify such Lease; (c) voluntarily surrender its Leased Premises or terminate its Lease without cause; or (d) sublease its Leased Premises, other than in the ordinary course of business to residents and occupants of the facility located in such Leased Premises, or assign its Lease.

7. In the event any Lessor shall fail to perform or observe any of the terms, conditions or agreements in any Lease, Lessee under such Lease shall give written notice thereof to Agent and Agent shall have the right (but not the obligation) to cure such failure, and such Lessee shall not take any action with respect to such failure under such Lease, including without limitation any action in order to terminate, rescind or avoid such Lease or to withhold any rent thereunder, for a period of fifteen (15) days after receipt of such written notice by Agent; provided, however, that in the case of any default which with diligence cannot reasonably be cured within said fifteen (15) day period, if Agent shall promptly commence corrective action to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in no event shall such period be longer than thirty (30) days in the aggregate.

8. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the Lenders, the parties hereto, and their respective successors and assigns.

9. This Agreement 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 Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Guaranty maintained by Agent or the Lenders shall be deemed to be an original.

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

Lessees:	c/o Azria Health Management, LLC 702 South Highway 6 Gretna, NE 68028 Attention: Steven Hornung
With copies to:	Flanagan & Associates, L.L.C. 7611 State Line Road, Suite 303 Kansas City, Missouri 64114 Attention : Michael F. Flanagan, Esq.
Lessors:	c/o Azria Health Management, LLC 702 South Highway 6 Gretna, NE 68028 Attention: Steven Hornung
With copies to:	Flanagan & Associates, L.L.C. 7611 State Line Road, Suite 303 Kansas City, Missouri 64114 Attention : Michael F. Flanagan, Esq.
Agent:	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 paragraph 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.

11. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT.

12. This Agreement is executed in substitution, renewal, replacement and amendment of (but not in discharge of) that certain Lease Subordination Agreement dated as of October 22, 2020 made by and among Agent, Lenders, Lessees and Lessors, and recorded in the Office of the Recorder, Page County, Iowa on October 23, 2020 as Document No. 20202547, in the Office of the Recorder, Des Moines County, Iowa on October 23, 2020 as Document No. 2020-005722, in the Office of the Recorder, Polk County, Iowa on October 23, 2020 as Document No. 202000046216 in Book 18145, Page 675, and in the Office of the Recorder, Madison County, Iowa on October 23, 2020 in Book No. 2020, Page No. 4070 (the "**Original Agreement**"). All liabilities arising under the Original Agreement are deemed to be automatically outstanding hereunder, except as modified hereby.

[SIGNATURE PAGE(S) AND EXHIBIT(S), IF ANY, FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Lease Subordination Agreement as of the day and year first above written.

AGENT:

CIBC BANK USA, an Illinois banking corporation

By: Daniel R. Forrer
Name: Daniel Forrer
Title: Managing Director

LESSORS:

**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

LESSEES:

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

By: _____
Name: Steven Hornung
Its: Manager

[SIGNATURE PAGE(S) CONTINUE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Lease Subordination Agreement as of the day and year first above written.

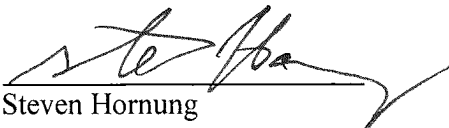
AGENT:

CIBC BANK USA, an Illinois banking corporation

By: _____
Name: Daniel Forrer
Title: Managing Director

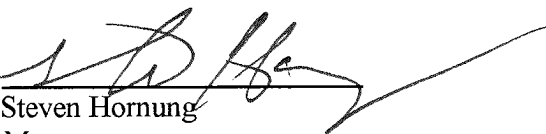
LESSORS:

**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

LESSEES:

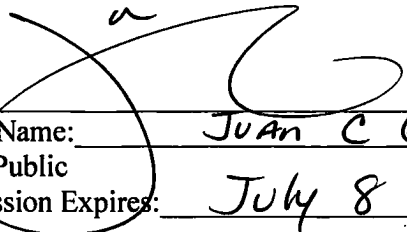
**BCP CLARINDA, LLC,
BCP MEDIAPOLIS, LLC,
BCP UNION PARK, LLC,
BCP WINTERSET, LLC**,
each an Iowa limited liability company

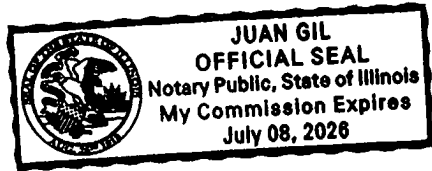
By: 
Name: Steven Hornung
Its: Manager

[SIGNATURE PAGE(S) CONTINUE ON THE NEXT PAGE]

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 11 day of Oct, 2023, by Daniel Forrer, Managing Director of **CIBC BANK USA**, an Illinois banking corporation, for the Agent.


Printed Name: JUAN C GIL
Notary Public
Commission Expires: July 8 2026



STATE OF _____)
) SS.
COUNTY OF _____)

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

Printed Name: _____
Notary Public
Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Daniel Forrer, Managing Director of **CIBC BANK USA**, an Illinois banking corporation, for the Agent.

Printed Name: _____
Notary Public
Commission Expires: _____

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

The foregoing instrument was acknowledged before me this 7 day of SEP, 2023, by Steven Hornung, Manager of **SNF CLARINDA PROPCO, LLC**, an Iowa limited liability company, **SNF MEDIAPOLIS PROPCO, LLC**, an Iowa limited liability company, **SNF UNION PARK PROPCO, LLC**, an Iowa limited liability company, and **SNF WINTERSET PROPCO, LLC**, an Iowa limited liability company, on behalf of each company.

J. Rekant

Printed Name: _____
Notary Public
Commission Expires: _____

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

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

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



Printed Name: _____
Notary Public
Commission Expires: _____

This Document Prepared by
and after Recording Return to:

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 S. Wacker Drive, Suite 2900
Chicago, Illinois 60606

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

EXHIBIT A-1

LEGAL DESCRIPTION – WEST RIDGE CARE CENTER

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

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

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

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

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

Also described as follows:

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

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

North 01 degree 42 minutes 28 seconds East 29.86 feet (30 feet Record); thence South 89 degrees 35 minutes 08 seconds West 176.97 feet to the Southwest corner of said Lot One (1), Block Five (5); thence North 00 degrees 05 minutes 56 seconds East 341.58 feet (341.69 Record) to the point of beginning.

Parcel No.: 0736478165000

Commonly known as:

600 Manor Drive, Clarinda, Iowa 67523

EXHIBIT A-2

LEGAL DESCRIPTION – PRAIRIE RIDGE CARE AND REHABILITATION

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

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

LESS AND EXCEPT that part described as follows:

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

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

Parcel No.: 02-26-476-003

Commonly known as:

608 Prairie Street, Mediapolis, Iowa 52637

EXHIBIT A-3

LEGAL DESCRIPTION – UNION PARK HEALTH SERVICES

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

AND

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

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

Commonly known as:

2401 East 8th Street, Des Moines, Iowa 50316

EXHIBIT A-4

LEGAL DESCRIPTION – 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

**EXHIBIT B
SCHEDULE OF LEASES**

Lessor	Lessee	Date of Lease
SNF Clarinda PropCo, LLC	BCP Clarinda, LLC	September 17, 2019
SNF Mediapolis PropCo, LLC	BCP Mediapolis, LLC	September 17, 2019
SNF Union Park PropCo, LLC	BCP Union Park, LLC	September 17, 2019
SNF Winterset PropCo, LLC	BCP Winterset, LLC	September 17, 2019