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This instrument was prepared by
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Thomas H. Page, Esq.
Barack Ferrazzano Kirschbaum
Perlman & Nagelberg
333 West Wacker Drive
Suite 2700
Chicago, Illinois 60606



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DEC 00200752 JR

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MEMORANDUM OF LEASE

BY AND AMONG

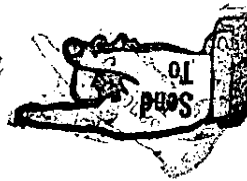
VENCOR, INC.,

VENCOR OPERATING, INC., AND

VENTAS REALTY, LIMITED PARTNERSHIP

Master Lease No.: 4
Facility No.: IL #4-671
Property Address: 6130 North Sheridan Road
Chicago, Illinois
(Cook County)
Index No.: 4-18

Return to:
Hope Hankrell
FIRST AMERICAN TITLE
633 Third Ave.
New York, NY 10017



MEMORANDUM OF LEASE

2014 THIS MEMORANDUM OF LEASE (hereinafter this "Memorandum") is dated as of the ~~01~~ day of April, 2001 (the "Effective Date"), and is between VENTAS REALTY, LIMITED PARTNERSHIP, a Delaware limited partnership (together with its successors and assigns, "Lessor") having an office at 4360 Brownsboro Road, Suite 115, Louisville, Kentucky 40207, and VENCOR, INC., a Delaware corporation formerly known as Vencor Healthcare, Inc. and to be known as Kindred Healthcare, Inc. ("Vencor"), and VENCOR OPERATING, INC., a Delaware corporation to be known as Kindred Healthcare Operating, Inc. ("Operator"; Operator, jointly and severally with Vencor and permitted successors and assignees of Operator and Vencor, "Tenant"), both having an office at 680 South 4th Avenue, Louisville, Kentucky 40202.

RECITALS

A. First Healthcare Corporation, a Delaware corporation, Nationwide Care, Inc., an Indiana corporation, Northwest Health Care, Inc., an Idaho corporation, Hillhaven of Central Florida, Inc., a Delaware corporation, Vencor Hospitals East, Inc., a Delaware corporation, Hahnemann Hospital, Inc., a Delaware corporation, Hillhaven/Indiana Partnership, a Washington general partnership, Carrollwood Care Center, a Tennessee general partnership, New Pond Village Associates, a Massachusetts general partnership, St. George Nursing Home Limited Partnership, an Oregon limited partnership, San Marcos Nursing Home Partnership, a California general partnership, Vencor Hospitals Illinois, Inc., a Delaware corporation, Windsor Woods Nursing Home Partnership, a Wisconsin general partnership, Health Haven Associates, L.P., a Rhode Island limited partnership, Oak Hill Nursing Associates, L.P., a Rhode Island limited partnership (collectively, the "Ventas Subsidiaries"), Ventas, Inc., a Delaware corporation, and Lessor (the Ventas Subsidiaries, Ventas, Inc. and Lessor being referred to herein as "Original Lessor"), as lessor (or sublessor, in the case of properties ground leased by Original Lessor), and Vencor together with its permitted assigns ("Original Tenant"), as tenant (or subtenant, in the case of properties ground leased by Original Lessor), entered into that certain Master Lease Agreement, dated April 30, 1998, pursuant to which, *inter alia*, Original Lessor leased (or subleased, in the case of properties ground leased by Original Lessor) to Original Tenant and Original Tenant leased (or subleased, as aforesaid) from Original Lessor the Premises (as hereinafter defined) and certain other leased properties, as such Master Lease Agreement was assigned pursuant to Assignment and Assumption of Master Lease dated April 30, 1998 between Vencor, Inc., as assignor, and Operator, as assignee, and as such Master Lease Agreement was amended by First Amendment to Master Lease dated December 31, 1998 among Ventas, Inc., Lessor, Operator and Vencor, by Second Amendment to Master Lease Agreement No. 4 dated April 12, 1999 among Ventas, Inc., Lessor, Operator and Vencor and, as to particular leased properties affected by the preceding instruments, by miscellaneous recorded lease confirmations and/or supplements and recorded corrections of lease (as so assigned and amended, the "Original Master Lease No. 4").

B. Lessor, as lessor, and Vencor Nursing Centers Limited Partnership, a Delaware limited partnership ("VNCLP"), as tenant, entered into that certain Lease Agreement, dated August 7, 1998, pursuant to which, inter alia, Lessor leased to VNCLP and VNCLP leased from Lessor property in Corydon, Indiana, as such Lease Agreement was amended by First Amendment to Corydon, Indiana Lease Agreement dated April 12, 1999 between Lessor and VNCLP and thereafter assigned to Tenant (as so amended and assigned, the "Original Corydon Master Lease"; the Original Master Lease No. 4 and the Original Corydon Master Lease are collectively referred to herein as the "Original Master Lease").

C. Ventas, Inc. is the successor by merger to each of the Ventas Subsidiaries and has conveyed (or assigned, in the case of ground leased properties) to Lessor each of the leased properties affected by the Original Master Lease and formerly owned or ground leased by Ventas, Inc. and/or the Ventas Subsidiaries other than one property (not the Premises, as defined below) title to which has been retained by Ventas, Inc.

D. Tenant is the tenant (or subtenant, in the case of ground leased properties) under the Original Master Lease No. 4 and the Original Corydon Master Lease and, after April 30, 1998, except for the above-referenced assignment of the Original Corydon Master Lease to Tenant, Tenant has not assigned the Original Master Lease No. 4 or the Original Corydon Master Lease, wholly or in part.

E. Lessor (or Ventas, Inc., as to one property (not the Premises), as referenced above) is the owner in fee simple, or ground lessee, of the real property demised pursuant to the Lease (as hereinafter defined), including, without limitation, the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Premises").

F. Lessor and Tenant have entered into a certain Amended and Restated Master Lease Agreement No. 4 dated as of the Effective Date (as the same may have been or may hereafter be amended, amended and restated, supplemented, modified, renewed, extended or replaced, the "Lease") demising to Tenant, among other properties, the Premises and combining, amending and restating the Original Master Lease No. 4 and the Original Corydon Master Lease, as they affect, among other properties, the Premises.

G. Lessor and Tenant desire to have the existence of the Lease, as it relates to the Premises, become a matter of public record.

H. Immediately following the execution and delivery of this Memorandum, Vencor will change its name to Kindred Healthcare, Inc. and Operator will change its name to Kindred Healthcare Operating, Inc.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. In addition to the other properties demised pursuant to the Lease, Lessor hereby leases (or subleases, in the case of a property ground leased by Lessor) to Tenant, and Tenant

takes and leases (or subleases, in the case of a property ground leased by Lessor) from Lessor, the Premises pursuant to the terms and conditions of the Lease.

2. Tenant shall have and hold the Premises for a term that, unless sooner terminated as otherwise provided in the Lease, shall expire on April 30, 2010. Thereafter, the term, as it relates to the Premises, may be extended by Tenant for up to three additional extended terms of five (5) years each, subject to the terms of the Lease.

3. Tenant and Lessor agree that the party obligated to cause or pay for any maintenance, repair, replacements, alterations or improvements to the Premises shall not permit any lien to be filed against the Premises as a result of such activities. To the extent recognized by applicable law, no lien arising as a result of Tenant's activities shall affect Lessor's interest in the Premises, and no lien arising as a result of Lessor's activities shall affect or take priority over Tenant's interest in the Premises as created by the Lease.

4. This Memorandum is being executed solely to give notice of the Lease, as it relates to the Premises, and is not intended to amend the Lease in any respect. Without limitation of the foregoing, Lessor and Tenant acknowledge and agree that the Lease relates to the Premises and multiple other properties and that, as provided in the Lease, the Lease demises all of such properties as a unified commercial operating lease and Lessor is not obligated, and may not be required, to lease less than all of such properties pursuant to the Lease.

5. This Memorandum and any amendment to this Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

6. This Memorandum supersedes and replaces any memorandum of lease or similar instrument that may have heretofore been recorded relative to the Original Master Lease, insofar as any such instrument relates to the Premises, including, without limitation, any such Memorandum of Lease, if any, as is referenced on Exhibit A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

VENCOR, INC., a Delaware corporation formerly known as Vencor Healthcare, Inc.

By: [Signature]

Name: Richard A. Lechleiter

Title: Vice President - Finance, Corporate Controller & Treasurer

VENCOR OPERATING, INC., a Delaware corporation

By: [Signature]

Name: Richard A. Lechleiter

Title: Vice President - Finance, Corporate Controller & Treasurer

LESSOR:

VENTAS REALTY, LIMITED PARTNERSHIP, a Delaware limited partnership

By: Ventas, Inc., a Delaware corporation, its general partner

By: [Signature]

T. Richard Riney, Executive Vice President, General Counsel and Secretary

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Acknowledgments

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 29th day of March, 2001 before me, the undersigned, a Notary Public in and of the State of New York, personally appeared _____, who, being by me duly sworn, did say that, (s)he is the _____ of VENCOR, INC., a Delaware corporation, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

Richard A. Lechleiter
Vice President - Finance, Corporate Controller & Treasurer

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

KELLEM J. AGNEW
Notary Public, State of New York
No. 01AG6050605
Qualified in New York County
Commission Expires Nov. 6, 2002

Kellem J. Agnew
Notary Public
(Seal)

My commission expires: _____

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

Richard A. Lechleiter
Vice President - Finance, Corporate Controller & Treasurer

On this 29th day of March, 2001 before me, the undersigned, a Notary Public in and of the State of New York, personally appeared _____, who, being by me duly sworn, did say that, (s)he is the _____ of VENCOR OPERATING, INC., a Delaware corporation, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

KELLEM J. AGNEW
Notary Public, State of New York
No. 01AG6050605
Qualified in New York County
Commission Expires Nov. 6, 2002

Kellem J. Agnew
Notary Public
(Seal)

My commission expires: _____

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 28 day of March, 2001, before me, the undersigned notary public, personally appeared T. Richard Riney, personally known and acknowledged himself to me to be the Executive Vice President, General Counsel and Secretary of Ventas, Inc., a Delaware corporation, in its capacity as the general partner of Ventas Realty, Limited Partnership, a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its bylaws and/or resolution, has executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him in his authorized capacity as such officer as his free and voluntary act and deed of said corporation, in its capacity as the general partner and on behalf of the aforesaid limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cynthia Ahmad

Notary Public

CYNTHIA AHMAD
Notary Public, State of New York
No. 01AH6053312
Qualified in New York County
Commission Expires Jan. 8, 2003

[SEAL]

My Commission Expires:

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EXHIBIT A

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THE LAND

PARCEL 1:

LOTS 21, 23, 24 AND 25 IN BLOCK 10 OF COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9, 10 AND THE NORTH 22 FEET OF LOT 11 IN BLOCK 10 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

#4671

ILLINOIS

6130 North Sheridan Road, Chicago

PIN: 14-05-210-015/016/022/008/006/

005/004

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