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This Instrument prepared by,
and after Recording Return to:

Robert J. Katz, PC
1990 M Street NW, Suite 410
Washington, DC 20036



Doc#: 0336339102
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 12/29/2003 03:06 PM Pg: 1 of 14

AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES

210611
THIS AMENDMENT TO REGULATORY AGREEMENT NURSING HOMES for ALDEN-NORTHMOOR NURSING CENTER (hereinafter referred to as the "Amendment to Regulatory Agreement Nursing Homes") is made as of December 1, 2003, by and between ALDEN-NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation, whose address is 4200 West Peterson Avenue, Chicago, Illinois 60646 (hereinafter referred to as the "Lessee"), and the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner having an office and place of business at 451 7th Street SW, Washington, DC 20410 (hereinafter referred to as the "Secretary" or "Commissioner").

RECITALS

WHEREAS, Lessee and the Commissioner entered into a certain Regulatory Agreement Nursing Homes dated as November 16, 1998, which was filed for record on November 18, 1998, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 08043943 (hereinafter referred to as the "Regulatory Agreement Nursing Homes");

WHEREAS, LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 (hereinafter referred to as the "Trust"), AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04 (hereinafter referred to as the "Mortgagor" or "Lessor", [on which Trust ALDEN-NORTHMOOR ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, is the sole Beneficiary, and is hereinafter referred to as the "Beneficiary"]) has entered into with CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation (hereinafter referred to as the "Mortgagee"), a First Mortgage Note (hereinafter referred to as the "First Note") dated as of December 1, 2003, in the principal amount of \$9,194,900.00 (hereinafter referred to as the "First Mortgage Loan") secured by a First Mortgage of even date therewith (hereinafter referred to as the "First Mortgage") by and between Mortgagor and Mortgagee which is to be filed for record simultaneously with the recording of this Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, Mortgagor, Beneficiary and the Secretary have entered into a First Regulatory Agreement for Multifamily Housing Projects (hereinafter referred to as the "First Regulatory Agreement"), dated as of December 1, 2003, which is to be filed for record simultaneously with this Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, Mortgagor has entered into with the Mortgagee, a Second Mortgage Note (hereinafter referred to as the "Second Note") dated as of December 1, 2003, in the principal amount of \$1,941,500.00 (hereinafter referred to as the "Second Mortgage Loan") secured by a Second Mortgage of even date therewith (hereinafter referred to as the "Second Mortgage") by and between Mortgagor and Mortgagee which is to be filed for record simultaneously with this Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

Box 430

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WHEREAS, Mortgagor, Beneficiary the Secretary have entered into a Second Regulatory Agreement for Multifamily Housing Projects (hereinafter referred to as the "Second Regulatory Agreement"), dated as of December 1, 2003, which is to be filed for record simultaneously with this Amendment to Regulatory Agreement Nursing Homes in the Office of the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the First Mortgage Loan is to be insured by the Commissioner in accordance with the terms and conditions of a certain U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIRM COMMITMENT Section 232 Pursuant to Section 223(a)(7) dated September 30, 2003, as amended, for ALDEN-NORTHMOOR NURSING CENTER (hereinafter referred to as the "Facility"), and which is identified among the records of the Federal Housing Administration (hereinafter referred to as the "FHA") as FHA Project No. 071-43186.

WHEREAS, the Second Mortgage Loan is to be insured by the Commissioner in accordance with the terms and conditions of a certain U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATION FIRM COMMITMENT Section 223(d), pursuant to Section 223(a)(7) dated September 12, 2003, as amended, for the Facility, and which is identified among the records of the FHA as FHA Project No. 071-15029.

WHEREAS, the Parties hereto desire to amend the Regulatory Agreement Nursing Homes in order: a) to correct a typographical error in Paragraph 9; and b) that it pertain to both the First Mortgage Loan and the Second Mortgage Loan.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Mortgagee to make the: a) First Mortgage Loan; and b) Second Mortgage Loan, and the Commissioner to insure said First Mortgage Loan and Second Mortgage Loan, it is hereby declared, understood and agreed as follows:

1. The Federal Housing Administration Project Numbers to which the Regulatory Agreement Nursing Homes applies are:
 - a. First Mortgage Loan - FHA Project No. 071-43186; and
 - b. Second Mortgage Loan - FHA Project No. 071-15029.
2. The amount of the First Note and the Second Note evidencing the First Mortgage Loan and the Second Mortgage Loan, respectively, are as follows:
 - a. First Mortgage Loan \$9,194,900.00; and
 - b. Second Mortgage Loan \$1,941,500.00.
3. The date of the First Note and the Second Note evidencing the Mortgage Loan and the Second Mortgage Loan, respectively, are as follows:
 - a. First Mortgage Loan - Note dated as of December 1, 2003; and
 - b. Second Mortgage Loan - Second Note dated as of December 1, 2003.
4. The name of the Mortgagor for the First Mortgage Loan and the Second Mortgage Loan is:

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04
5. The reference to Paragraph 10 of the Regulatory Agreement described in Paragraph 9 is amended to read "Paragraph 11".

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6. The dates of the First Regulatory Agreement and the Second Regulatory Agreement, which are to appear in Paragraph 9 of the Regulatory Agreement Nursing Homes are as follows:
 - a. First Mortgage Loan - Regulatory Agreement dated as of December 1, 2003; and
 - b. Second Mortgage Loan - Second Regulatory Agreement dated as of December 1, 2003.
7. The First Regulatory Agreement and the Second Regulatory Agreement described in Paragraph 9 of the Regulatory Agreement Nursing Homes will also be executed by the Beneficiary.
8. The following required Department of Housing and Urban Development (hereinafter referred to as the "HUD") provisions are added as Paragraphs 16 and 17 to the Regulatory Agreement Nursing Homes:
 - (16) The Lessee agrees that any and all future lessees of the Project must execute a Regulatory Agreement Nursing Homes.
 - (17) The Lessee is required to submit to HUD, in electronic form, audited financial statements within 90 days of the close of the project's fiscal year, in form and substance satisfactory to HUD.
9. A copy of the Amendment to Lease, is attached hereto and made a part hereof.
10. The Regulatory Agreement Nursing Homes, as amended by this Amendment to Regulatory Agreement Nursing Homes, shall remain in full force and effect so long as the First Mortgage Loan and/or the Second Mortgage Loan is insured or held by the Commissioner and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the First Mortgage Loan and/or Second Mortgage Loan, or during any time the Commissioner is obligated to insure a Mortgage on the mortgaged property.

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IN WITNESS WHEREOF, the Parties have executed this Amendment to Regulatory Agreement Nursing Homes as of the date and year hereinabove first written.

ALDEN-NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation

By: _____

Joan Carl
Joan Carl, Secretary

STATE OF ILLINOIS)

) SS:

COUNTY OF ~~COOK~~ *DePue*)

On this *29th* day of December 2003, before me personally came Joan Carl, to me known, who being by me duly sworn, did depose and state that he is the Secretary of ALDEN-NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation, and ~~did~~ acknowledge that he executed the foregoing instrument as the act and deed of said corporation.

William J. [Signature]
Notary Public

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SECRETARY OF HOUSING AND URBAN DEVELOPMENT acting by and through the Federal Housing Commissioner

By: *Edward J. Hinsberger*
Authorized Agent
Edward J. Hinsberger
Director, Chicago Multifamily HUB

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STATE OF ILLINOIS

COUNTY OF ~~Cook~~ *DuPage*) SS:

On this *29th* day of December 2003 before me appeared *Edward Hinsberger* who, being duly sworn, ~~and say that he is the duly appointed Authorized Agent and the person who executed the foregoing instrument by virtue of authority vested in him and acknowledged the same to be his free and voluntary act and deed as Authorized Agent for and on behalf of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT.~~

NOTARY PUBLIC, STATE OF ILLINOIS
William J. ...

IN TESTIMONY WHEREOF, I have hereunto set my hand on the day and year last above written.

William J. ...
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

**ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NOS. 071-43186 AND 071-15029**

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5331-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631

Permanent Real Estate Index Numbers:

- 13-06-409-017
- 13-06-409-018
- 13-06-409-019
- 13-06-409-020
- 13-06-409-021
- 13-06-409-022
- 13-06-409-023
- 13-06-409-024
- 13-06-409-025

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AMENDMENT TO LEASE FOR ALDEN-NORTHMOOR NURSING CENTER

THIS AMENDMENT TO LEASE FOR ALDEN-NORTHMOOR NURSING CENTER, located at 5831-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631 (hereinafter referred to as the "Amendment to Lease"), is made as of December 1, 2003, by and between LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, (hereinafter referred to as the "Trust", of which Trust ALDEN-NORTHMOOR ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, is the Sole Beneficiary, and is hereinafter referred to as the "Beneficiary"), AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04, whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as the "Lessor", "Trustee" or "Mortgagor"), and ALDEN-NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation, whose address is 4200 West Peterson Avenue, Chicago, Illinois 60646 (hereinafter referred to as the "Lessee").

RECITALS

1. Lease dated as of November 1, 1996, with respect to ALDEN-NORTHMOOR NURSING CENTER located at 5831-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631 (hereinafter referred to as the "Facility"), by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 4, 1993, KNOWN AS TRUST NUMBER 116513-04 (now known as LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04), and the Lessee (hereinafter referred to as the "Lease").
2. Beneficiary has applied for a first mortgage loan from CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation (hereinafter referred to as the "Mortgagee"), which said loan is to be insured by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner (hereinafter referred to as "HUD"), and is to be secured by a first mortgage dated as of December 1, 2003 (hereinafter referred to as the "First Mortgage"), which is to be secured by a first mortgage note dated as of December 1, 2003 (hereinafter referred to as the "First Mortgage Note"), on the premises in the amount of \$9,194,900.00 (hereinafter referred to as the "First Mortgage Loan") from the Mortgagor to the Mortgagee. The Mortgagor and/or the Beneficiary is required to execute a First Mortgage Note, First Mortgage, First Regulatory Agreement for Multifamily Housing Projects by and between Mortgagor, Beneficiary and HUD, and such other documents required by HUD in connection with said First Mortgage Loan (hereinafter collectively referred to as the "First HUD Loan Documents") in order to obtain the First Mortgage Loan.
3. Beneficiary has also applied for a second mortgage loan from the Mortgagee, which said loan is to be insured by HUD, and is to be secured by a second mortgage dated as of December 1, 2003 (hereinafter referred to as the "Second Mortgage"), which is to be secured by a second mortgage note dated as of December 1, 2003 (hereinafter referred to as the "Second Mortgage Note"), on the premises in the amount of \$1,941,500.00 (hereinafter referred to as the "Second Mortgage Loan") from the Mortgagor to the Mortgagee. The Mortgagor and/or the Beneficiary is required to execute a Second Mortgage Note, Second Mortgage, Second Regulatory Agreement for Multifamily Housing Projects by and between Mortgagor, Beneficiary and HUD, and such other documents required by HUD in connection with said Second Mortgage Loan (hereinafter collectively referred to as the "Second HUD Loan Documents") in order to obtain the Second Mortgage Loan.
4. Lessor and Lessee acknowledge that it is a condition precedent to obtaining the insurance of the First Mortgage Loan and the Second Mortgage Loan by HUD that Lessor and Lessee subordinate the Lease for the Facility, as amended by this Amendment to Lease, to the First Mortgage and the Second Mortgage from the Mortgagor for the benefit of the Mortgagee, which are to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and which are to be secured by the First Mortgage Note and the Second Mortgage Note, respectively, from the Mortgagor to the Mortgagee.

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5. Lessor and Lessee also desire to amend the Lease for the Facility in order to incorporate certain provisions of the First HUD Loan Documents and of the Second HUD Loan Documents, and to amend the Lease for the Facility on the terms and conditions set forth in this Amendment to Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals set forth above, which by this reference are made a part of this Amendment to Lease, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Defined Terms.** It is understood and agreed that all terms and expressions, when used in this Amendment to Lease, unless a contrary intention is expressed herein shall have the same meanings as in the Lease of the Facility.

2. **Term.** The Term of the Lease for the Facility shall be as follows:

The term of the Lease for the Facility shall be amended to be for the period from November 1, 1996, to March 1, 2044, unless sooner terminated or extended as hereinafter provided; subject, however, to the rules and regulations of HUD.

3. **Rent** The Base Rent Article of the Lease for the Facility, is amended by adding the following at the end of Paragraph C of said Article:

"There shall be a special Lease Payment on January 1, 2004, in the amount of \$38,640.22, in addition to any other amounts due pursuant to the Lease, with respect to the First Mortgage Loan;

The Base Monthly Rent commencing February 1, 2004, with respect to the First Mortgage Loan, shall in no event be less than \$91,319.53, payable in advance on the first day of each month. In no event shall said Base Monthly Rent, with respect to the First Mortgage Loan, be less than an amount sufficient to pay: a) such payments required and described under the First Mortgage, including payments for principal, interest, Federal Housing Administration Mortgage Insurance Premium, deposits to the reserve for replacements, if required, real estate taxes, and property insurance; and b) any other payments required by HUD pursuant to the First HUD Loan Documents. The amount of each such monthly payments or deposits shall be in accordance with the First HUD Loan Documents."

"There shall be a special Lease Payment on January 1, 2004, in the amount of \$1,385.35, in addition to any other amounts due pursuant to the Lease, with respect to the Second Mortgage Loan;

The Base Monthly Rent commencing February 1, 2004, with respect to the Second Mortgage Loan, shall in no event be less than \$10,429.43, payable in advance on the first day of each month. In no event shall said Base Monthly Rent, with respect to the Second Mortgage Loan, be less than an amount sufficient to pay: a) such payments required and described under the Second Mortgage, including payments for principal, interest, and Federal Housing Administration Mortgage Insurance Premium; and b) any other payments required by HUD pursuant to the Second HUD Loan Documents. The amount of each such monthly payments or deposits shall be in accordance with the Second HUD Loan Documents."

4. **HUD Loan Obligations.** Lessor and Lessee acknowledge that the premises on which the Facility is constructed are secured by a First Mortgage Loan and a Second Mortgage Loan insured by HUD. In connection therewith the parties hereby acknowledge the following:

- 4.1 The premises are subject to a certain First Regulatory Agreement for Multifamily Housing Projects dated as of December 1, 2003, by and between Mortgagor, Beneficiary and HUD (hereinafter referred to as the "First Regulatory Agreement"), and the First Mortgage; to the extent that any provisions of the Lease for the Facility, as amended by the Amendment to Lease, conflict or are inconsistent with such First Regulatory Agreement or the First Mortgage, such First Regulatory Agreement and First Mortgage, as the case may be, shall control.

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- 4.2 The premises are also subject to a certain Second Regulatory Agreement for Multifamily Housing Projects dated as of December 1, 2003, by and between Mortgagor, Beneficiary and HUD (hereinafter referred to as the "Second Regulatory Agreement"), and the Second Mortgage; to the extent that any provisions of the Lease for the Facility, as amended by the Amendment to Lease, conflict or are inconsistent with such Second Regulatory Agreement or the Second Mortgage, such Second Regulatory Agreement and Second Mortgage, as the case may be, shall control.
- 4.3 The premises are also subject to a Regulatory Agreement Nursing Homes dated as of November 16, 1998, by and between the Lessee and HUD, which was filed for record on November 18, 1998, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 08043943, which Regulatory Agreement Nursing Homes was amended in accordance with the terms and conditions of an Amendment to Regulatory Agreement Nursing Homes dated as of December 1, 2003, by and between the Lessee and HUD, which is to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Regulatory Agreement Nursing Homes"), to the extent that any provisions of the Lease for the Facility, as amended by the Amendment to Lease, conflict or are inconsistent with such Regulatory Agreement Nursing Homes, such Regulatory Agreement Nursing Homes shall control.
- 4.4 The Lessor and Beneficiary hereby agree that Lessor and Beneficiary are subject to the restrictions on the use of surplus cash as defined in the First Regulatory Agreement and Second Regulatory Agreement described in Paragraphs 4.1 and 4.2 above.
- 4.5 Lessee and Lessor hereby agree and acknowledge that the Lease for the Facility, as amended by the Amendment to Lease, is in all respects subject to and subordinate to any and all documents and agreements executed hereto, including but not limited to, the First Mortgage Note, the First Mortgage, the First Regulatory Agreement, Second Mortgage Note, the Second Mortgage, the Second Regulatory Agreement, Regulatory Agreement Nursing Homes, as well as the National Housing Act and the regulations issued pursuant thereto by HUD, and that so long as the HUD Mortgage Insurance Contracts are in force between HUD and the holder of the First Mortgage and the Second Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the First Mortgage and the Second Mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property, the provisions of such documents and of applicable HUD regulations shall take precedence in the event of any conflict with the provisions of the Lease for the Facility, as amended by the Amendment to Lease.
- 4.6 Lessee shall maintain in good repair and condition the Facility.
- 4.7 The Lessee shall not reduce or expand, allow to be reduced or expanded, or cause the expansion or reduction of the bed capacity of the Facility without the consent of HUD.
5. The following additional provisions are added to the Lease of the Facility:
- A. **Assignment of Lease for the Facility, as amended**
- Lessor, Beneficiary and Lessee agree that so long as the HUD Mortgage Insurance Contracts are in force between HUD and the holder of the First Mortgage and/or the Second Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the First Mortgage and/or the Second Mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property the Lease for the Facility, as amended by the Amendment to Lease, may not be assigned without the consent of HUD.
- B. **Amendments to Lease for the Facility, as amended**
- Lessor and Lessee agree that so long as the HUD Mortgage Insurance Contracts are in force between HUD and the holder of the First Mortgage and/or the Second Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the First Mortgage and/or the Second Mortgage,

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or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property the Lease for the Facility, as amended by the Amendment to Lease, may not be further amended without the prior written consent of HUD.

C. **Purchase of Facility by Lessee.**

Lessor and Lessee agree that so long as the HUD Mortgage Insurance Contracts are in force between HUD and the holder of the First Mortgage and/or the Second Mortgage, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the first mortgage and/or the second mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property any purchase of ALDEN-NORTHMOOR NURSING CENTER, shall be subject to HUD prior written approval, and shall be in accordance with acceptable HUD rules and regulations.

6. **Full Force and Effect.** The Lease for the Facility, as amended by the Amendment to Lease, shall remain in full force and effect.

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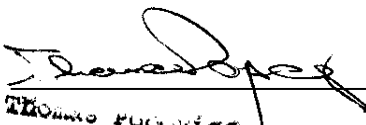
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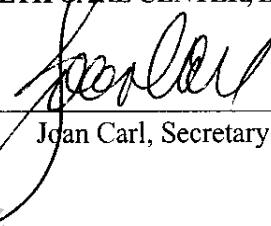
IN WITNESS WHEREOF: Lessor and Lessee have executed this Amendment to Lease as of the date and year first above written.

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04.

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By: 
THOMAS POGOVICS ASSISTANT VICE PRESIDENT

ALDEN-NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation
By: 
Joan Carl, Secretary

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**EXCULPATORY PROVISIONS
FOR ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NOS. 071-43186 AND 071-15029**

This document is executed by LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, AND FEBRUARY 22, 1999 AND KNOWN AS TRUST NUMBER 116513-04, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in this document contained shall be construed as creating any monetary liability on said Trustee personally, to pay any indebtedness occurring thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied, in said Agreement (all such personal liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security thereunder), except that the said Trustee shall be liable for funds or property of the Project coming into its hand, which by the First Regulatory Agreement for Multifamily Housing Projects and the Second Regulatory Agreement for Multifamily Housing Projects, it is not entitled to retain.

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EXHIBIT "A"

LEGAL DESCRIPTION

**ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NOS. 071-43186 AND 071-15029**

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5831-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631

Permanent Real Estate Index Numbers:

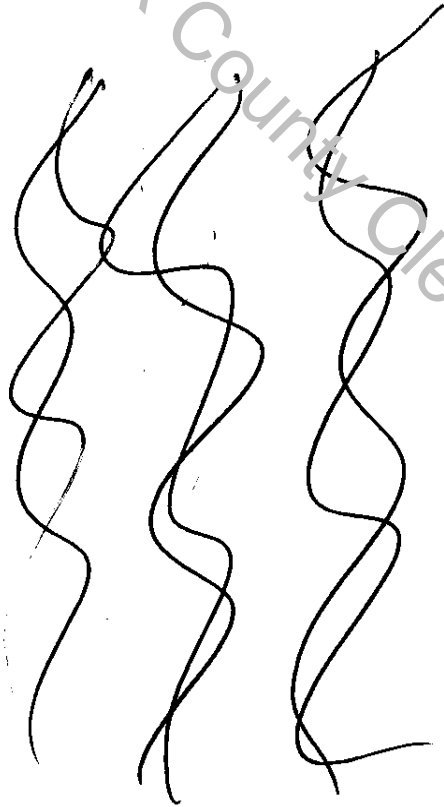
- 13-06-409-017
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- 13-06-409-024
- 13-06-409-025

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WHEN RECORDED MAIL TO:

**Robert J. Katz, PC
1990 M Street NW, Suite 410
Washington, DC 20036**

A handwritten signature in black ink, consisting of three distinct, overlapping loops or flourishes, positioned below the recipient's address.

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