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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/27/2016 03:50 PM Pg: 1 of 9

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2260 HICKS ROAD SUITE 415
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LEASE SUBORDINATION AGREEMENT
3249 WEST 147TH STREET
MIDLOTHIAN, IL 60445

CCRD REVIEW *[Signature]*

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LEASE SUBORDINATION AGREEMENT (3249 WEST 147TH STREET)

This Lease Subordination Agreement ("*Agreement*") is made as of July 11, 2016, among **PLAZA NURSING AND REHAB CENTER, LLC**, an Illinois limited liability company, d/b/a APERION CARE MIDLOTHIAN, with an address at 3249 West 147th Street, Midlothian, Cook County, Illinois ("*Tenant*"), **PLAZA NURSING REALTY, LLC**, an Illinois limited liability company, with an address at 8131 North Monticello Avenue, Skokie, Illinois 60076, Attention: Yosef Meystel ("*Landlord*"), and **FIRST MIDWEST BANK**, as administrative agent for the Lenders under that certain Term Loan and Security Agreement dated of even date herewith among Landlord, Agent and the Lenders party thereto from time to time, with an address at 555 West Dundee Road, Buffalo Grove, Illinois 60089 ("*Agent*").

RECITALS

A. Tenant entered into a Lease dated on or about January 1, 2008 (the "*Lease*"), between Tenant, as lessee, and Landlord, as lessor, pertaining to the free standing nursing care facility located at 3249 West 147th Street, Midlothian, Cook County, Illinois (the "*Leased Premises*"), and being all or part of the property legally described on the attached **Exhibit A**.

B. Landlord has signed and delivered, or is about to sign and deliver, to Agent, on behalf of the Lenders, a mortgage encumbering, among other collateral, the Leased Premises, including Landlord's interest in the Lease. This mortgage and any other mortgage(s) in favor of Agent now or later in force against the Lease or the Leased Premises, as any of them may be renewed, modified, amended, consolidated, extended, substituted or replaced from time to time, are individually and collectively called the "*Mortgage*".

C. Agent, on behalf of Lenders, has required, as a condition to entering into or continuing certain financial arrangements with Landlord that Tenant and Landlord enter into this Agreement and each is willing to do so.

In consideration of the covenants and agreements in this Agreement, the parties agree as follows:

Section 1. **SUBORDINATION.** Tenant does hereby subordinate and declare to be subordinated all of Tenant's right, title and interest as lessee under the Lease to the right, title and interest of Agent under the Mortgage, and Tenant further agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage (including, without limitation, the casualty and condemnation provisions of the Lease, which are hereby specifically subordinated to the Mortgage) and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage with the same force and effect as if the Mortgage had been executed, acknowledged, delivered and recorded prior to the execution, acknowledgement, delivery of the Lease, and henceforth the Lease shall be subject, junior, and inferior in all respects to the Mortgage, and to all present and future advances and obligations secured by the Mortgage. Any options or rights contained in said Lease to acquire title to the Leased Premises are hereby made subject and subordinate to the rights of the Agent under the Mortgage and any acquisition of title to the

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Leased Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage. Tenant hereby consents to Landlord entering into the Mortgage and granting a security interest to Agent, on behalf of the Lenders, in the Lease and the Leased Premises.

Without limiting the generality of the foregoing Tenant subordinates its right, title, and interests under said Lease to the interests of Agent in any award of condemnation or eminent domain to the extent necessary to pay in full any and all sums secured by said Mortgage, and Tenant does assign and transfer to the Agent the right and privilege to receive any interest of Tenant in such award of condemnation or eminent domain in the extent necessary to pay in full any and all sums secured by the Mortgage, and Tenant authorizes Agent to apply any funds so received in satisfaction of any sums secured by said Mortgage.

Section 2. *NOTICE TO TENANT; ASSIGNMENT OF RENTS.* After written notice is given to Tenant by Agent that the Landlord is in default under the Mortgage and that the rentals under the Lease or any Sublease should be paid to Agent pursuant to the terms of the assignment of leases and rents in the Mortgage or this Agreement, Tenant shall thereafter pay or cause subtenants to pay to Agent or as directed by the Agent, all rentals and all other monies due or to become due to Landlord under the Lease or any Sublease and Landlord hereby expressly authorizes Tenant to make such payments to Agent, on behalf of the Lenders, and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. Upon notification to any subtenant under a Sublease by Agent, Tenant and Landlord hereby authorize and direct such subtenant to pay any payments due under the terms of the Sublease to Agent. Tenant further acknowledges and agrees: (a) that under the provisions of the Mortgage, the Lease cannot be terminated (nor can Landlord accept any surrender of the Lease) or be modified in any of its terms, or consent be given to the waiver or release of Tenant from the performance or observance of any obligation under the Lease, without the prior written consent of Agent, and without such consent no rent may be collected or accepted by Landlord more than one month in advance; and (b) that the interest of Landlord as lessor under the Lease has been assigned to Agent for the purposes specified in the Mortgage, and Agent assumes no duty, liability or obligation under the Lease, except only under the circumstances, terms and conditions specifically set forth in the Mortgage.

Tenant further hereby assigns and transfers to Agent, on behalf of the Lenders, all the rents, issues and profits of the Leased Premises and all present and future subleases upon all or any part of the Leases Premises and any and all extensions and renewals ("*Subleases*") thereof and all security deposits or interest therein now or hereafter held by Tenant, and hereby gives to and confers upon Agent the right, power and authority to collect such rents, issues and profits. Tenant irrevocably appoints Agent as its true and lawful attorney-in-fact, at the option of Agent at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Tenant or Agent for all such rents, issues and profits and apply the same to the Indebtedness Hereby Secured (as defined in the Mortgage). The assignment of the rents, issues and profits of the Leased Premises is intended to be an absolute assignment from Tenant to Agent and not merely the passing of a security interest.

Section 3. *NOTICE TO AGENT AND RIGHT TO CURE.* Tenant agrees to notify Agent in the manner set forth in Section 4 below of any default on the part of Landlord under the

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Lease which would entitle Tenant to cancel or terminate the Lease or to abate or reduce the rent payable thereunder, and Tenant further agrees that, notwithstanding any provisions of the Lease, no cancellation or termination of the Lease and no abatement or reduction of the rent payable thereunder shall be effective unless Agent has received notice of the same and has failed within sixty (60) days after Agent's receipt of said notice, to commence to cure the default which gave rise to the cancellation or termination of the Lease or abatement or reduction of the rent payable thereunder and thereafter diligently prosecutes such cure to completion, provided that in the event Agent cannot commence such cure without possession of the Leased Premises, no cancellation or termination of the Lease and no abatement or reduction of the rent payable thereunder shall be effective if Agent commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion.

Section 4. *NOTICES.* All notices and other communications provided to any party hereto under this Agreement shall be in writing and shall be given by personal delivery, by mail, by reputable overnight courier, and addressed or delivered to it at its address set forth in the first paragraph of this Agreement, or at such other address as may be designated by such party in a notice to the other parties that complies as to delivery with the terms of this Section 4. Any notice, if personally delivered or if mailed and properly addressed with postage prepaid and sent by registered or certified mail, shall be deemed given when received; any notice, if given to a reputable overnight courier and properly addressed, shall be deemed given two (2) business days after the date on which it was sent, unless it is actually received sooner by the named addressee.

Section 5. *SUCCESSORS AND ASSIGNS.* This Agreement shall be binding upon and inure to the benefit of Agent, Tenant and Purchaser and their respective successors and assigns.

Section 6. *GOVERNING LAW.* This Agreement shall be deemed to be a contract entered into pursuant to the laws of Illinois and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.

Section 7. *MISCELLANEOUS.*

7.1 This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

7.2 If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

7.3 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

7.4 A copy of this Agreement transmitted by facsimile or email or any other method of delivery shall be admissible in evidence as the original itself in any judicial or administrative proceeding whether or not the original is in existence.

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7.5 The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

7.6 Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 8. *JURY TRIAL WAIVER.* EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

[remainder of page intentionally left blank]

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The parties have signed and delivered this Agreement as of the date first written above.

TENANT:

PLAZA NURSING AND REHAB CENTER, LLC,

an Illinois limited liability company, d/b/a APERION CARE MIDLOTHIAN

By: APERION CARE, INC., Manager



Name: David Berkowitz

Title: President

Acknowledgment of Tenant

STATE OF ILLINOIS

COUNTY OF

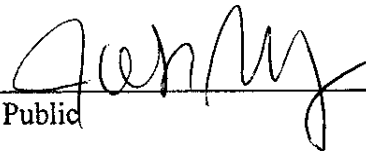
Cook) ss

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that DAVID BERKOWITZ, the Manager of APERION CARE, INC., an Illinois corporation, the manager of PLAZA NURSING AND REHAB CENTER, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21, 2016.

My Commission expires:

2-22-2020



Notary Public

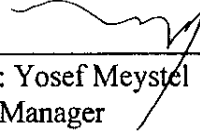


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LANDLORD:

PLAZA TERRACE PROPERTY, LLC,
an Illinois limited liability company,

By: **ACI EQUITIES, LLC,**
an Illinois limited liability company



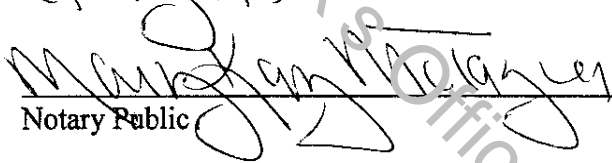
Name: Yosef Meystel
Title: Manager

Acknowledgment of Landlord

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that YOSEF MEYSTEEL, a Manager of ACI EQUITIES, LLC, an Illinois limited liability company, the manager of PLAZA TERRACE PROPERTY, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

My Commission expires: Nov 25, 2014



Notary Public



Prepared by and when recorded
return to:

Tami J. Keller
POLSNELLI
100 S. Fourth Street
St. Louis, Missouri 63102

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EXHIBIT A

DESCRIPTION OF REAL ESTATE

Legal Description:

PARCEL 1: THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE SOUTH 1167 FEET THEREOF) OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM) THAT PART TAKEN OR USED FOR 147TH STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE SOUTH 1000 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR 147TH STREET), ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3249 West 147th Street, Midlothian, Illinois 60445

P.I.N.: 28-11-408-050; 28-11-408-003, 28-11-408-004