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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/29/2020 03:57 PM PG: 1 OF 10

This instrument was prepared by:

Jay Gilbert, Esq.
Kutak Rock LLP
One South Wacker Drive
Suite 2050
Chicago, IL 60606

After recording, this instrument should be returned to:

Timothy J. Kincaid, Esq.
Kincaid Law Office and
Fredericks Peebles & Morgan LLP
6151 Wilson Mills Road, Suite 310
Highland Heights, OH 44143

THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of September 18, 2020, by and between **COMMUNITY FIRST HEALTHCARE OF ILLINOIS, INC.**, an Illinois benefit corporation, whose address is 5647 West Addison Street, Chicago, Illinois 60634 ("**Mortgagor**"), and **CNH FINANCE FUND I, L.P.**, formerly known as **SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, whose address is c/o CNH Finance, 330 Railroad Avenue, Suite 101, Greenwich, Connecticut 06830 ("**Mortgagee**"). Any capitalized term used but not defined herein shall have the meaning given to that term in the Mortgage (as defined below).

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Credit and Security Agreement, dated as of March 25, 2015, by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Credit and Security Agreement dated as of September 8, 2015, by that certain Second Amendment to Credit and Security Agreement dated as of April 7, 2016, by that certain Third Amendment to Credit and Security Agreement dated as of September 1, 2016, by that certain Fourth Amendment to Credit and Security Agreement dated as of January 4, 2017, by that certain Fifth Amendment to Credit and Security Agreement dated as of March 24, 2017, by that certain Sixth Amendment to Credit and Security Agreement dated as of May 31, 2017, by that certain Seventh Amendment to Credit and Security Agreement dated as of June 21, 2017, by that certain Eighth Amendment to Credit and Security Agreement, Forbearance and Waiver dated as of September 22, 2017, by that certain Ninth Amendment to Credit and Security Agreement dated as of November 30, 2017, by that certain Tenth Amendment to Credit and

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Security Agreement and Waiver dated as of May 1, 2019, by that certain Eleventh Amendment to Credit and Security Agreement dated as of December 19, 2019, and by that certain Twelfth Amendment to Credit and Security Agreement dated as of September 18, 2020 (as modified, amended, restated or replaced from time to time, the "**Credit Agreement**"), Mortgagee has agreed to extend to Mortgagor loans in the maximum outstanding principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00) (collectively, the "**Revolving Loan**").

WHEREAS, pursuant to the terms and conditions of that certain Second Amended and Restated Term Note and Security Agreement given by Mortgagor in favor of Mortgagee, dated as of November 30, 2017, as amended by that certain First Amendment to Second Amended and Restated Term Note and Security Agreement dated as of July 3, 2018, that certain Second Amendment to Second Amended and Restated Term Note and Security Agreement dated as of September 27, 2018, that certain Third Amendment to Second Amended and Restated Term Note and Security Agreement and Waiver of Default dated as of February 12, 2019, that certain Fourth Amendment to Second Amended and Restated Term Note and Security Agreement dated as of December 19, 2019, and that certain Fifth Amendment to Second Amended and Restated Term Note and Security Agreement dated as of September 18, 2020 (as further modified, amended, restated or replaced from time to time, the "**Term Loan Agreement**"), Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Twenty Two Million Five Hundred Thousand and No/100 Dollars (\$22,500,000.00) (collectively, the "**Term Loan**"). The Revolving Loan and the Term Loan are referred to herein collectively as the "**Loans**". The Loans are due as provided for in the Credit Agreement and the Term Loan Agreement (the "**Maturity Dates**"), except as may be accelerated pursuant to the terms hereof or of the Credit Agreement, the Term Loan Agreement or any other **Loan Documents** (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Credit Agreement and the Term Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 1, 2017, encumbering the property described on Exhibit A attached hereto, which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 2017 as Document No. 1724919054, as amended by First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 16, 2018, which was recorded in the Office of the Cook County Recorder of Deeds on March 26, 2018 as Document No. 1808513074 and Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 17, 2018, which was recorded in the Office of the Cook County Recorder of Deeds on January 7, 2019 as Document No. 1900733069 (as further modified, amended, restated or replaced from time to time, the "**Mortgage**").

WHEREAS, on the terms and conditions as set forth in herein, Mortgagor and Mortgagee agree to amend the Recitals of the Mortgage in order to properly reflect the existence of those amendments to the Credit Agreement and Term Loan Agreement.

WHEREAS, on the terms and conditions as set forth in herein, Mortgagor and Mortgagee agree to amend Section 5.37 of the Mortgage.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

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1. **Representations and Warranties.** Mortgagor confirms that all warranties and representations made to Mortgagee under the Mortgage are accurate, true, and correct in all material respects as the date hereof.

2. **Amendment to Recitals.** Recital A of the Mortgage is hereby amended and restated in its entirety to read as follows:

A. Pursuant to the terms and conditions of that certain Credit and Security Agreement, dated as of March 25, 2015, by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Credit and Security Agreement dated as of September 8, 2015, by that certain Second Amendment to Credit and Security Agreement dated as of April 7, 2016, by that certain Third Amendment to Credit and Security Agreement dated as of September 1, 2016, by that certain Fourth Amendment to Credit and Security Agreement dated as of January 4, 2017, by that certain Fifth Amendment to Credit and Security Agreement dated as of March 24, 2017, by that certain Sixth Amendment to Credit and Security Agreement dated as of May 31, 2017, by that certain Seventh Amendment to Credit and Security Agreement dated as of June 21, 2017, by that certain Eighth Amendment to Credit and Security Agreement, Forbearance and Waiver dated as of September 22, 2017, by that certain Ninth Amendment to Credit and Security Agreement dated as of November 30, 2017, by that certain Tenth Amendment to Credit and Security Agreement and Waiver dated as of May 1, 2019, by that certain Eleventh Amendment to Credit and Security Agreement dated as of December 19, 2019, and by that certain Twelfth Amendment to Credit and Security Agreement dated as of September 18, 2020 (as so amended and as further modified, amended, restated or replaced from time to time, the "**Credit Agreement**"), Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Sixteen Million and No/100 Dollars (\$16,000,000.00) (collectively, the "**Revolving Loan**"). In addition, pursuant to the terms and conditions of that certain Second Amended and Restated Term Note and Security Agreement given by Mortgagor in favor of Mortgagee, dated as of November 30, 2017 (as modified, amended, restated or replaced from time to time, the "**Term Loan Agreement**"), Mortgagee has agreed to extend to Mortgagor loans in the maximum principal amount of Twenty Two Million Five Hundred Thousand and No/100 Dollars (\$22,500,000.00) (the "**Term Loan**"). The Revolving Loan and the Term Loan are referred to herein collectively as the "**Loans**". The Loans are due as provided for in the Credit Agreement and the Term Loan Agreement (the "**Maturity Dates**"), except as may be accelerated pursuant to the terms hereof or of the Credit Agreement, the Term Loan Agreement or any other **Loan Documents** (as defined in the Credit Agreement).

3. **Amendment to Definition of Revolving Credit Loan.** Section 5.36 of the Mortgage is hereby amended and restated in its entirety to read as follows:

Revolving Credit Loan. The Revolving Loan is a revolving credit loan. The total principal amount of the Revolving Loan that is outstanding from time to time may increase or decrease, but shall not exceed Sixteen Million and No/100 Dollars (\$16,000,000.00).

4. **Amendment to Definition of Interest Rate and Maturity Date.** Section 5.37 of the Mortgage is hereby amended and restated in its entirety to read as follows:

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Interest Rate and Maturity Date. The rate of interest on the Revolving Loan is the Prime Rate (as defined in the Credit Agreement) plus 5% and the Revolving Loan shall be due and payable in full on or before December 31, 2021. The rate of interest on the Term Loan is Prime Rate plus Eleven Percent (11%) per annum, compounded monthly,. The principal balance of the Term Note is due on December 31, 2021.

5. **No Waiver.** Nothing herein is intended as a waiver of any Default or Event of Default under the Mortgage, nor a waiver of (or consent to departure from) any terms, provisions, covenants, warranties, or agreements under the Mortgage. This Agreement shall not prejudice or constitute a waiver of any right or remedies that Mortgagee may have or be entitled to with respect to any Default, Event of Default or under any other provision of the Mortgage.

6. **Condition Precedent.** This Agreement shall not take effect unless and until Mortgagor and Mortgagee have fully executed this Agreement.

7. **Entire Agreement; Successors and Assigns.** This Agreement constitutes the entire agreement between Mortgagor and Mortgagee with respect to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Except as specifically provided herein, the Mortgage shall remain in full force and effect in accordance with its terms and conditions and Mortgagor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Mortgage, effective as of the date hereof. The parties are not relying on any representations not contained herein in connection with their execution and delivery of this Agreement. Any promises, representations, warranties or guarantees not herein contained and hereafter made shall have no force and effect unless in writing signed by Mortgagor and Mortgagee. This Agreement shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of such parties, and all successors and assigns of the foregoing. No provision of this Agreement may be changed, modified, amended, restated, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing or in any other manner other than by an agreement in writing signed by Mortgagor and Mortgagee. The Mortgagee reserves the right to exercise any rights and remedies available to it in connection with any present or future breaches or defaults with respect to the Mortgage.

8. **Release of Mortgagee.** By execution of this Agreement, Mortgagor acknowledges and confirms that Mortgagor does not have any actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and/or demands of any kind whatsoever, at law or in equity, matured or unmatured, vested or contingent, arising out of or relating to this Mortgage against any Indemnified Person (as defined below), whether asserted or unasserted. Notwithstanding any other provision of the Mortgage, to the extent that such actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and/or demands may exist, Mortgagor voluntarily, knowingly, unconditionally and irrevocably, with specific and express intent, for and on behalf of itself, its managers, members, directors, officers, employees, stockholders, affiliates, agents, representatives, accountants, attorneys, successors and assigns and their respective affiliates (collectively, the "**Releasing Parties**") hereby fully and completely releases and forever discharges Mortgagee, its affiliates and its and their respective partners, managers, members, officers, employee, affiliates, agents, representatives, successors, assigns, accountants and attorneys (collectively, the "**Indemnified Persons**") and any other person or insurer which may

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be responsible or liable for the acts or omissions of any of the Indemnified Persons, or who may be liable for the injury or damage resulting therefrom (collectively, the “**Released Persons**”), of and from any and all actions, causes of action, damages, claims, obligations, liabilities, costs, expenses and demands of any kind whatsoever, at law or in equity, matured or unmatured, vested or contingent, known or unknown, that any of the Releasing Parties have against any of the Released Persons as of the date of this Agreement. Mortgagor acknowledges that the foregoing release is a material inducement to Mortgagee’s decision to agree to amend the Mortgage and is relied upon by Mortgagee in executing this Agreement.

9. Miscellaneous.

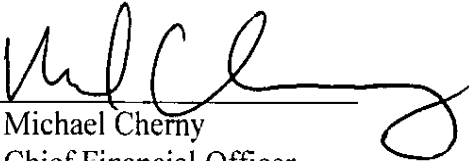
- (a) Security Interest. Mortgagor hereby confirms and agrees that all security interests and liens granted to Mortgagee continue in full force and effect and shall continue to secure all of the Mortgaged Property. The Mortgaged Property remains free and clear of any liens or encumbrances other than liens in favor of Mortgagee and Permitted Encumbrances. Nothing herein contained is intended to in any way impair or limit the validity, priority and extent of Mortgagee’s existing security interest in and liens upon the Mortgaged Property.
- (b) Costs and Expenses. Mortgagor agrees to pay on demand all usual and customary costs and expenses of Mortgagee and/or its affiliates in connection with the preparation, execution, delivery, recording and enforcement of this Agreement and all other agreements and instruments executed in connection herewith, including, including without limitation reasonable attorneys’ fees and expenses of Mortgagee’s counsel.
- (c) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SAME LAWS BY WHICH THE MORTGAGE IS GOVERNED AND IN ACCORDANCE WITH WHICH THE MORTGAGE IS CONSTRUED.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same respective agreement.
- (e) Loan Document. This Agreement and any assignment, instrument, document, or agreement executed and delivered in connection with or pursuant to this Agreement shall be deemed to be a “Loan Document” under and as defined in the Credit Agreement for all purposes.

[Signature Pages Follow]

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IN WITNESS WHEREOF, each of the parties has duly executed this Third Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date first written above.

COMMUNITY FIRST HEALTHCARE OF ILLINOIS, INC.
("Mortgagor")


By: 
Name: Michael Cherny
Title: Chief Financial Officer

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of Cook)

This instrument was acknowledged before me on September 18, 2020, by Michael Cherny of Community First Healthcare of Illinois, Inc., an Illinois corporation.





Notary Public
My commission expires: 1/15/23

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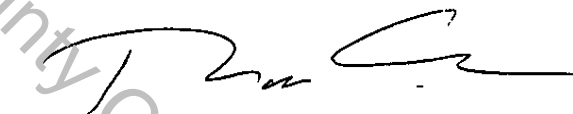
CNH FINANCE FUND I, L.P.,
formerly known as SCM Specialty
Finance Opportunities Fund, L.P.
("Mortgagee")


By: 
Name: Timothy Peters
Title: Principal

ACKNOWLEDGEMENT

State of Massachusetts)
County of Dukes) ss

This instrument was acknowledged before me on SEPTEMBER 21, 2020, by Timothy Peters as a Principal of CNH Finance Fund I, L.P., formerly known as SCM Specialty Finance Opportunities Fund, L.P.


Notary Public
My commission expires: 05-14-2021

 **THOMAS M. SAWYER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 14, 2021

Property of Cook County Clerk's Office

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EXHIBIT A

PART 1 - LEGAL DESCRIPTION

PARCEL 1:

LOTS 8, 9, 23, 24, 26 THRU 35 IN BLOCK 1 IN BLASE AND HANSEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 3/4 OF THE NORTH 1/2 OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THRU 22, AND LOT 24 IN BLOCK 1 IN BRITIGAN'S RESUBDIVISION OF BLASE AND HANSEN'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE NORTH-SOUTH 16-FOOT VACATED ALLEY IN BLOCK 1 IN BLASE AND HANSEN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE NORTH 1/2 OF THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING LOT 35, AND LYING BETWEEN THE NORTH AND SOUTH LINE OF SAID LOT 35 EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 133, 134, 135, 136, 172, 173, 174, 175 AND 176 IN KOESTER AND ZANDERS ADDITION TO WEST IRVING PARK IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL THAT PART OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 135 AND 136, LYING EAST OF THE EAST LINE OF LOT 176, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 176 AND LING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 136 TO THE SOUTHEAST CORNER OF LOT 176 ALL IN KOESTER AND ZANDERS ADDITION TO WEST IRVING PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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EXHIBIT A

PART 2 - PROPERTY ADDRESSES AND TAX IDENTIFICATION NUMBERS

List of Owned Real Property		
PIN	Address	Use
13-20-231-017	5644 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-018	5640 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-019	5632 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-022	5616 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-023	3622 NORTH CENTRAL, CHICAGO	OLR PARKING
13-20-231-024	3624 NORTH CENTRAL, CHICAGO	OLR PARKING
13-20-231-025	3614 NORTH CENTRAL, CHICAGO(CANTINA LOT)	OLR PARKING(CANTINA LOT)
13-20-231-026	3610 NORTH CENTRAL, CHICAGO (CANTINA BLDG)	OLR PARKING(CANTINA LOT)
13-20-231-027	3602 NORTH CENTRAL, CHICAGO (5600 CENTRAL)	OLR POB
13-20-231-030	5622 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-231-031	5652 WEST ADDISON, CHICAGO	OLR PARKING STRUCTURE
13-20-403-003	5745 WEST ADDISON, CHICAGO	WEST END OF HOSPITAL
13-20-403-015	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-016	5650 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-017	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-018	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-019	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-020	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-021	5654 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-022	5654 WEST EDDY ST, CHICAGO	REAR DRIVE
13-20-403-023	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-024	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-025	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-026	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL

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13-20-403-027	5630 WEST EDDY ST, CHICAGO	REAR OF HOSPITAL
13-20-403-028	5630 WEST EDDY ST, CHICAGO	PARKING, REAR
13-20-403-029	3554 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-030	3552 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-030	3552 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-031	3550 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-032	3546 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-033	3544 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-033	3534 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-039	5633 WEST ADDISON, CHICAGO	HOSPITAL
13-20-403-040	3538 NORTH CENTRAL, CHICAGO	HOSPITAL
13-20-403-042	5655 WEST ADDISON, CHICAGO	PARKING, WEST OF HOSPITAL
13-20-403-043	5657 WEST ADDISON, CHICAGO	PARKING, WEST OF HOSPITAL

To avoid uncertainty, none of the following property is to be included as collateral:

EXCLUDED REAL PROPERTY		
PIN	ADDRESS	USE
13-20-403-014	5658 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-004	5647 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-007	5641 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-009	5633 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-011	5627 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-015	5615 WEST EDDY, CHICAGO	RESIDENTIAL HOME
13-20-407-031	3524 NORTH CENTRAL, CHICAGO	CHILD CARE CENTER
13-20-407-032	3518 NORTH CENTRAL, CHICAGO	CHILD CARE CENTER