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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/31/2023 02:18 PM PG: 1 OF 8

213179

Master Tenant
Assignment of Leases
and Rents
Section 232

U.S. Department of Housing
and Urban Development
Office of Residential
Care Facilities

OMB Approval No. 2502-0605
(exp. 01/31/2026)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is being collected to obtain the supportive documentation that must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. Response to this request for information is required in order to receive the benefits to be derived from the National Housing Act Section 232 Healthcare Facility Insurance Program. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PREPARED BY:
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS
ONE NORTH LASALLE ST., 37TH FLOOR
CHICAGO, ILLINOIS 60602

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CHICAGO, ILLINOIS 60602

This Assignment of Leases and Rents (this "**Agreement**") is made, entered into and dated as of July **31**, 2023, by and between Forest River Master Tenant LLC ("**Master Tenant**"), a limited liability company organized and existing under the laws of the State of Illinois, which is the State in which the Master Tenant is located (as determined in accordance with the Uniform Commercial Code as now enacted in said State, as hereafter amended or superseded (the "**UCC**")) at 8001 S. Western Ave., Chicago, Illinois 60620 ("**Master Tenant**"), and Cambridge Realty Capital Ltd. of Illinois ("**Secured Party**" or "**Lender**"), a corporation organized and existing under the laws of the State of Illinois.

Master Tenant and Lender have entered into that certain Master Tenant Security Agreement, dated as of substantially even date herewith ("**Security Agreement**"), securing, in part, a mortgage loan by Secured Party in connection with the financing of a healthcare facility commonly known as Bria of Forest Edge (the "**Healthcare Facility**"), authorized to receive mortgage insurance pursuant to Section 232 of the National Housing Act, as amended, and located on the real property legally described on Exhibit A attached hereto and incorporated herein by reference. Any terms not defined herein shall have the meaning given in the Security Agreement. To the extent allowable by law, any provisions of the Security Agreement not in conflict with the provisions set forth herein shall be deemed to apply to this Agreement. For example, any notice required by applicable law and/or this Agreement shall be deemed properly given if given in accordance with the notice provisions set forth in the Security Agreement. If there is a rider to the Security Agreement, the terms of that rider apply to this document as well.

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Definitions:

- (a) **“Eligible AR Lender”** shall mean a bank, financial institution or other institutional lender which is in the business of making loans to provide working capital to businesses and which is satisfactory to the Secured Party and approved by HUD.
- (b) **“Eligible AR Loan”** shall mean a loan or line of credit obtained by Master Tenant from an Eligible AR Lender for the sole purpose of providing working capital for the operation of the Healthcare Facility and, with the approval of HUD and Secured Party, other healthcare facilities that are encumbered by mortgage loans insured or held by HUD, upon such terms as satisfactory to the Secured Party and approved by HUD.
- (c) **“Event of Default”** shall mean an Event of Default pursuant to the Security Agreement.
- (d) **“Government Payments”** shall mean a payment from a governmental entity and shall include, without limitation, payments governed under the Social Security Act (42 U.S.C. §§ 1395 et seq.), including payments under Medicare, Medicaid and TRICARE/CHAMPUS, and payments administered or regulated by the Centers for Medicare and Medicaid Services of Department of Health and Human Services.
- (e) **“Government Receivables Accounts”** shall mean separate deposit account(s) into which only Government Payments are deposited.
- (f) **“HUD”** shall mean the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates.
- (g) **“Leases”** shall mean present and future leases, subleases, licenses, concessions or grants or other possessory interests, now or hereafter in force, whether oral or written, covering or affecting the Healthcare Facility, or any portion of the Healthcare Facility, and all modifications, extensions or renewals thereof, including without limitation all Residential Agreements.
- (h) **“Provider Agreements”** means any and all Medicaid, Medicare, TRICARE/CHAMPUS, or other governmental insurance provider agreements.
- (i) **“Rents”** shall mean all rents, payments, and other benefits derived due to Master Tenant pursuant to the Leases.
- (j) **“Required Intercreditor Agreement”** means an Intercreditor Agreement executed by the Secured Party, the Eligible AR Lender, Master Tenant and Borrower, in form and substance satisfactory to Secured Party and approved by HUD.
- (k) **“Residential Agreements”** shall mean any lease or other agreement now or hereafter entered into between Master Tenant and any resident of the Healthcare Facility setting

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forth the terms of the resident's living arrangement and/or the provision of services to the residents thereof.

2. Provisions:

(a) Any provisions of this Agreement shall be: (i) subject to the rights of any Eligible AR Lender as set forth in a Required Intercreditor Agreement, and (ii) granted to the fullest extent permitted by and not in violation of any applicable law (now enacted and/or hereafter amended) and any Provider Agreements.

(b) To further secure the Obligations, Master Tenant pledges to Secured Party all of Master Tenant's rights, title and interest in, to and under all Residential Agreements, any other Leases, including Master Tenant's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. This Agreement creates and perfects a lien on the Leases in favor of Secured Party, which lien shall be effective as of the date of this Agreement.

(c) Master Tenant absolutely and unconditionally assigns and transfers to Secured Party all of Master Tenant's rights, title and interest in and to the Rents. It is the intention of Master Tenant to establish a present, absolute and irrevocable transfer and assignment to Secured Party of all of Master Tenant's right, title and interest in and to the Rents. Master Tenant and Secured Party intend this assignment of the Leases and Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of this absolute assignment, the term "Rents" shall not be deemed to include Government Payments to the extent and for so long as assignment of such payments or receivables is prohibited by applicable law. If this present, absolute and unconditional assignment of the Rents is not enforceable by its terms under the laws of the applicable jurisdiction, then the Rents (including the Government Payments to the maximum extent now or hereafter permitted by applicable law) shall be included as a part of the collateral and it is the intention of Master Tenant that in this circumstance this Agreement creates and perfects a lien on the Leases and Rents in favor of Secured Party, which lien shall be effective as of the date of this Agreement, to the fullest extent permitted by applicable law with respect to the Healthcare Assets.

(d) Master Tenant shall have the right, power and authority to collect Rents, as such rights are limited or affected by the terms of the Loan Documents and Program Obligations. Upon the occurrence and continuance of an Event of Default, subject to applicable law with respect to Government Payments and Accounts, Secured Party may, upon giving Notice, terminate the permission given to Master Tenant to collect the Rents (including those past due and unpaid and those that accrue thereafter) and Secured Party may exercise its rights, power and authority under the Leases, in whole or in part, as specified by Secured Party in its Notice (subject to Secured Party taking such enforcement action as may be required by applicable law as a condition for enforcement of an assignment of rents or leases). In any event, the permission given to Master Tenant shall terminate upon the (i) foreclosure of the Borrower Security Instrument; (ii) appointment of a receiver for the Healthcare Facility; or (iii) the taking of actual possession by Secured Party, its successors or assigns or nominees. Master Tenant hereby agrees that Secured Party is entitled to the appointment of a receiver for the Healthcare Facility

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upon the occurrence of an Event of Default hereunder. Master Tenant agrees to comply with and observe Master Tenant's obligations under all Leases, including Master Tenant's obligations, if any, pertaining to the maintenance and disposition of security deposits, both prior to and after any such termination of Master Tenant's rights.

(e) Master Tenant acknowledges and agrees that the exercise by Secured Party, either directly or by its designee, of any of the rights conferred under this Agreement shall not be construed to make Secured Party a lender-in-possession of the Healthcare Facility so long as, and to the extent, Secured Party, or an authorized agent of Secured Party, has not entered into actual possession of the Healthcare Facility. The acceptance by Secured Party of the assignment of the Leases and Rents shall not at any time or in any event obligate Secured Party to take any action under this Agreement or to expend any money or to incur any expenses. Secured Party shall not be liable in any way for any injury or damage to person or property sustained by any Person or Persons, firm or corporation in or about the Healthcare Facility unless Secured Party is a lender-in-possession. Prior to Secured Party's actual entry into and taking possession of the Healthcare Facility, Secured Party shall not (1) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (2) be obligated to appear in or defend any action or proceeding relating to the Lease or the Healthcare Facility; or (3) be responsible for the operation, control, care, management or repair of the Healthcare Facility or any portion of the Healthcare Facility. The execution of this Agreement by Master Tenant shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Healthcare Facility is and shall be that of Master Tenant, prior to such actual entry and taking of possession.

(f) Upon delivery of Notice by Secured Party to Master Tenant of Secured Party's exercise of Secured Party's rights under this Agreement at any time after the occurrence of an Event of Default, and without the necessity of Secured Party entering upon and taking and maintaining control of the Healthcare Facility directly, by a receiver, or by any other manner or proceeding permitted by the laws of the applicable jurisdiction, Secured Party immediately shall have all rights, powers and authority granted to Master Tenant under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(g) This document may be executed in counterparts.

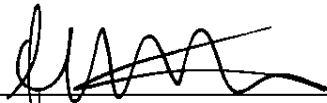
(h) The rights and remedies in favor of Secured Party hereunder are subject to the limitations and terms set forth in the Rider to Master Tenant Security Agreement.

[Document Execution Occurs on the Following Pages]

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SECURED PARTY:

Cambridge Realty Capital Ltd. of Illinois,
an Illinois corporation

By: 
Abigail Althoff, Asst. Secretary

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ACKNOWLEDGMENT

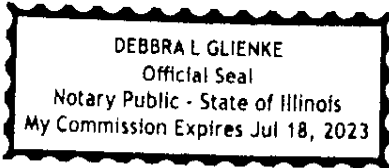
STATE OF ILLINOIS)


) ss:

COUNTY OF COOK)

On this 17th day of July, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Abigail Althoff**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]




Notary Public

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EXHIBIT A

Lots 18 to 28 both inclusive, in Block 3 in C.H. Beckwith's Subdivision of Blocks 14 and 15 in Hunter's Subdivision of the Northwest $\frac{1}{4}$ of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Common address: 8001 S. Western Ave., Chicago, Illinois 60620

P.I.N.: 20-31-108-044-0000

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