MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND
THE ILLINOIS HISTORIC PRESERVATION AGENCY
CONCERNING THE
REHABILITATION OF THE MEADOWBROOK MANOR LAGRANGE
SKILLED NURSING FACILITY
LOCATED IN
THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS

RECITALS

WHEREAS, the Butterfield Health Corporation ("BHC"), intends to undertake the rehabilitation (the "Rehabilitation"), of the skilled nursing facility known as Meadowbrook Manor LaGrange ("Meadowbrook Manor"), located at 339 South 9th Avenue, LaGrange, Cook County, Illinois; and, the U.S. Department of Housing and Urban Development ("HUD"), intends to provide certain financing assistance for the Rehabilitation of Meadowbrook Manor to BHC; and

WHEREAS, HUD and the relevant historic preservation regulatory entity, the Illinois Historic Preservation Agency as State Historic Preservation Officer ("SHPO"), but not BHC, agree that Meadowbrook Manor is potentially eligible for listing on the National Register of Historic Places, and, as such, the proposed undertaking of the Rehabilitation of Meadowbrook Manor is potentially an "Adverse Effect" as defined in 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 *et seq.*) ("NHPA"); however, BHC does not concur or agree with any determination of potential National Register eligibility for Meadowbrook Manor; and

WHEREAS, in accordance with 36 C.F.R. §800.6 (a)(1), HUD has notified the Advisory Council on Historic Preservation ("ACHP") of its adverse effect determination with specified documentation, and ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. §800.6(a)(1)(iii); and

WHEREAS, HUD and BHC, through consultation and agreement with SHPO all agree that there is no prudent or feasible alternative to the Rehabilitation as originally proposed by BHC and as described in Exhibit 'A' attached hereto; and, as such, the parties agree to comply with the conditions set forth in this Memorandum of Agreement ("MOA") in exchange for SHPO's prompt performance of all its obligations set forth herein.

NOW, THEREFORE, HUD and SHPO agree, with BHC as a concurring party, that the undertaking of the Rehabilitation shall be implemented as follows to satisfy their respective obligations under the NHPA.

STIPULATIONS

HUD shall ensure, with BHC concurring, that under the terms of this MOA the following obligations have been or will be carried out:

1. In accordance with the "IL HABS Scope of Work" set forth in Exhibit 'B' of this MOA, BHC shall cause Illinois Historic American Building Survey ("IL HABS") Level III documentation of the Meadowbrook Manor to be completed in accordance with the IL HABS standards and guidelines prior to the commencement of the Rehabilitation. BHC may cause the IL HABS Scope of Work to be completed by a consultant of its choice, provided the consultant is qualified under 36 CFR Part 61 in the disciplines of either Architectural History, Architecture or Historic Architecture to perform the work.

2. BHC has previously caused personnel meeting qualifications under 36 C.F.R. Part 61 in the disciplines of either Architectural History, Architecture or Historic Architecture to conduct a non-invasive physical and photographic survey of the interior first floor entrance level of the original 1910 central building to identify and evaluate the historic integrity of extant original materials, fabric and finishes (the "Survey"). Such written Survey has previously been submitted and reviewed by SHPO. The Survey shall be utilized by Meadowbrook Manor's Rehabilitation architects in an effort to retain significant historic character-defining features and interior first floor entrance level spaces of the original 1910 central building portion of Meadowbrook Manor.

3. BHC has previously submitted to SHPO the "Design Drawings" identified in Exhibit 'A' of this MOA, to describe the current planning of the Rehabilitation. Subject to BHC's changes for functional, aesthetic, financial or other relevant concerns, the "Plans and Specifications" to be prepared for the Rehabilitation of Meadowbrook Manor, shall generally conform to the Design Drawings.

BHC agrees to provide copies of the Plans and Specifications to SHPO as follows:

A. Initial Review. When the Plans and Specifications are, in BHC's opinion, approximately fifty percent (50%) complete (the "Initial Review"), BHC agrees to provide SHPO with one (1) copy so that SHPO may determine that the Rehabilitation substantially complies with relevant portions of "The Secretary of the Interior's Standards for Rehabilitation" (the "Standards") (36 C.F.R. part 67). SHPO agrees to raise all concerns regarding the Rehabilitation's compliance with the Standards at the Initial Review, and further agrees that only the significant character-defining features and interior first floor entrance level spaces of the original 1910 central building and the exterior only of any attached new buildings shall be subject to SHPO's review in compliance with the Standards. BHC agrees to amend the Plans and Specifications in accordance with SHPO's reasonable review comments interpreting compliance with the Standards.

B. Final Review. When the Plans and Specifications are, in BHC's opinion, approximately ninety-five percent (95%) complete (the "Final Review"), BHC agrees to provide SHPO with one (1) copy; solely, however, so that SHPO may confirm that the Rehabilitation's specifications and scope of work described in the Plans and Specifications during the Initial Review have not materially changed. SHPO shall not raise any new issues in the Final Review regarding the Rehabilitation's compliance with the Standards that were not raised in the Initial Review, unless warranted by BHC's changes to the Plans and Specifications that reasonably raise new issues of the Rehabilitation's substantial compliance with the Standards.

Between the Initial Review and the Final Review, BHC will notify SHPO of any significant exterior building design modifications to the Plans and Specifications and allow SHPO ten (10) working days to comment on those changes and their relation to the Standards. SHPO shall complete its Initial Review and the Final Review within thirty (30) days each of its receipt of the Plans and Specifications, or forever waives any objections thereto.

SHPO agrees under the terms of this MOA that it shall fulfill the following obligations:

4. Within thirty (30) days of its receipt from BHC, SHPO will review the draft IL HABS documentation and accept or reject the submittal in accordance with IL HABS standards. Upon SHPO's acceptance of the draft IL HABS documentation in writing, BHC will complete the final IL HABS documentation and deliver copies to SHPO in accordance with the requirements set forth in Exhibit 'B', attached hereto. Within thirty (30) days of its receipt of all final IL HABS documentation from BHC, SHPO shall issue written concurrence to all relevant parties to this MOA, that SHPO has accepted the IL HABS Level III documentation described in Exhibit 'B' of this MOA as mitigating any adverse effect of the Rehabilitation on Meadowbrook Manor, and, as therefore complying with the NHPA and the requirements of this MOA.

SHPO agrees that its failure to respond to all parties to this MOA in writing within thirty (30) days after receiving any IL HABS documentation shall constitute approval by SHPO that HUD and BHC have fulfilled their respective obligations under the NHPA and this MOA, to mitigate any adverse effect of the Rehabilitation on Meadowbrook Manor. Upon SHPO's written acceptance of the draft IL HABS documentation, or upon SHPO's failure to respond to all parties to this MOA in writing within thirty (30) days after receiving any IL HABS documentation, BHC may commence the Rehabilitation, including any demolition of Meadowbrook Manor.

5. Within thirty (30) days of its Final Review of the Plans and Specifications, SHPO shall issue written concurrence to all parties to this MOA, that all requirements under the NHPA and the requirements of this MOA have been fully complied with and the parties executing and concurring with this MOA shall have no further obligation to communicate with or seek review or approval from SHPO for any aspect of the Rehabilitation.

6. Amendments. No part of this MOA may be amended except by a written amendment properly executed by all the parties and signatories hereto. Amendments shall be effective as of the date copies are last signed by all the signatories to the MOA, as amended. In the event BHC is unable or unwilling to carry out its duties and obligations as set forth in this MOA, it shall so inform HUD and SHPO in writing, and the parties shall promptly execute an amendment terminating this MOA. In the event this MOA is amended only to remove or replace any of the parties hereto, the Stipulations then effective shall remain unchanged, unless otherwise agreed to in writing by all the parties.

7. Expiration. This MOA shall expire and terminate in the event the Stipulations are not carried out within seven (7) years following the date of the MOA's execution, unless the signatories hereto agree by written amendment to extend the time for completion, which agreement to do so shall not be unreasonable withheld by any party.

8. Execution below and implementation of this MOA and carrying out its terms shall evidence that HUD, BHC and SHPO have satisfied their responsibilities under the NHPA and this MOA.

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: Date
TITLE:

THE ILLINOIS HISTORIC PRESERVATION AGENCY

4/5/13
Anne E. Haaker Date
Deputy State Historic Preservation Officer

CONCURRING PARTIES:

BUTTERFIELD HEALTH CARE GROUP, INC.

4/3/13
Christopher Vangel Date
Chief Executive Officer

EXHIBIT A

Design Drawings

The "Design Drawings" referenced in this Memorandum of Agreement are incorporated by reference herein and shall mean and refer to those identified in this Exhibit A and previously delivered to the Illinois Historic Preservation Agency as follows:

1. ALTA/ACSM Land Title Survey, prepared by Atwell-Hicks, dated June 22, 2005.

2. Meadowbrook Manor Site Plan, prepared by SAS Architects & Planners, dated October 28, 2009.

3. Meadowbrook Manor West and East Elevations, prepared by SAS Architects & Planners, dated October 28, 2009.

4. Meadowbrook Manor South and North Elevations, prepared by SAS Architects & Planners, dated October 28, 2009.

5. Meadowbrook Manor Conceptual Landscape Plan, prepared by Lannert Group, dated October 19, 2009.

6. Meadowbrook Manor Lower Level Plan A100, prepared by SAS Architects & Planners, dated August 4, 2010.

7. Meadowbrook Manor First Floor Plan A101, prepared by SAS Architects & Planners, dated August 4, 2010.

8. Meadowbrook Manor Second Floor Plan A102, prepared by SAS Architects & Planners, dated August 4, 2010.

9. Meadowbrook Manor Third Floor Plan A103, prepared by SAS Architects & Planners, dated August 4, 2010.

EXHIBIT B

IL HABS Scope of Work

Meadowbrook Manor LaGrange Skilled Nursing Facility IL HABS No. CK-2013-1

The required IL HABS Scope of Work shall be limited to the following documentation of Meadowbrook Manor's original 1910 central building's significant character-defining features and interior first floor entrance level spaces and of the exterior features of later attached additions, all in accordance with SHPO's IL HABS/HAER standards for content, quality and archival stability in effect at the time of this MOA's execution:

1. Drawings: Two (2) copies of hand sketched, or if available, photo-reproductions of original or contemporary existing conditions drawings of only the first floor of the original 1910 central building and the first floor of later attached additions, all reduced and printed on 11" x 17" archivally stable mylar or vellum sheets. One copy of the drawings shall indicate only the numerical keys of all photographs required by this Exhibit 'B'.

2. Photographs: Thirty (30) black & white 5" x 7" digital photographic print views of the exterior significant character-defining features and interior first floor entrance level spaces of the original 1910 central building and the exterior features of the later attached additions, all taken with a high-resolution 35 mm digital camera, all printed on archivally stable photographic paper.

3. Written Data: (1) contextual history; and (2) architectural/site description.

4. Digital Copy. One (1) digital copy of the above IL HABS Level III Documentation of Meadowbrook Manor on one archival "gold" compact disk.