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ASSIGNMENT OF LEASES AND RENTS
HAMMOND-WHITING CONVALESCENT CENTER
WHITING INDIANA

THIS ASSIGNMENT OF LEASES AND RENTS is made as of the 15th day of April, 1992, by Consolidated Resources Health Care Fund I, a Georgia limited partnership, having its principal place of business at 3570 Keith Street, N.W., P.O. Box 3480, Cleveland, Tennessee, 37320-3480, the sole managing general partner of which is Forrest L. Preston (hereinafter referred to as the "Assignor") to Meditrust Mortgage Investments, Inc., a Delaware corporation, having its principal address at 128 Technology Center, Waltham, Massachusetts 02154-8979 (hereinafter referred to as the "Assignee").

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THAT, the Assignor and Mellon Bank, N.A., as Servicer (Mellon Bank, in such capacity as Servicer, hereinafter referred to as "Mellon"), executed and delivered a certain Participation and Loan Agreement dated of April 7, 1987 hereinafter referred to as the "Original Loan Agreement";

THAT, pursuant to said Original Loan Agreement, Assignor executed a certain Mortgage Note dated as of April 7, 1987 to the order of Mellon, in the original principal amount of \$46,000,000 (the "Mortgage Note");

THAT, to secure the Mortgage Note, the Assignor mortgaged, granted, bargained, sold, transferred and conveyed unto Mellon and to Mellon's successors and assigns: (1) certain land, improvements, and property and all of the Assignor's estate, right, title and interest therein as described on EXHIBIT A attached hereto (hereinafter such parcel of land and the improvements and property thereon and the Assignor's estate, right, title and interest therein referred to as the "Mortgaged Property"), all as more fully described in that certain Mortgage, Security Agreement and Assignment of Rents dated April 7, 1987 from the Assignor to Mellon, relating to the long-term care facility known as "Hammond-Whiting Convalescent Center" located in Whiting, Indiana, recorded with the Lake

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA
LAKE COUNTY
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County Recorder's Office on April 9, 1987, as Instrument No. 911125 (hereinafter referred to as the "Original Mortgage"), and (2) certain other nursing home properties which, together with the Mortgaged Property, are defined in the Original Mortgage as the "Mortgaged Properties", which Mortgaged Properties are encumbered by certain mortgages, security agreements and assignments of leases and rents and deeds of trust, security agreements and assignment of leases and rents dated April 7, 1987 given by Assignor to Mellon to secure the Mortgaged Note (such mortgages and deeds of trust, together with the Original Mortgage, are collectively referred to as the "Original Mortgages");

THAT, Assignor is the holder of record, fee simple title to the Mortgaged Property;

THAT, pursuant to a certain Master Assignment of Mortgage Note, Participation and Loan Agreement and Loan Documents and assignment of mortgages and assignment of deeds of trust, and other documents executed by Mellon, Assignor and Assignee in connection therewith, Mellon has conveyed, assigned and transferred to Assignee all its right, title and interest in and to the Mortgage Note, the Original Loan Agreement, Original Mortgages and all other documents and instruments evidencing or securing repayment of, or otherwise pertaining to and executed and delivered in connection with, the loan evidenced by the Mortgage Note (all of the foregoing hereinafter referred to collectively as the "Original Loan Documents"), and the Trust Estate and all other Collateral described therein;

THAT, simultaneously herewith the Assignor has executed and delivered to Assignee an Amended and Restated Promissory Note of even date herewith made by the Assignor to the order of the Assignee in the original principal amount of FORTY-FOUR MILLION FOUR HUNDRED NINETY-THREE THOUSAND ONE HUNDRED FIFTY-FIVE AND 65/100 DOLLARS (\$44,493,155.65) (hereinafter referred to as the "Note"), which amends and restates the Mortgage Note, and as a result of the Note, the Assignor and Assignee have agreed to amend and modify the Original Mortgages as evidenced by certain amendments thereto of even date and recorded herewith (the Original Mortgage as so amended hereinafter referred to as the "Mortgage", and the Original Mortgages as so amended hereinafter collectively referred to as the "Mortgages") by and between the Assignor and Assignee;

THAT, the Note is referred to in that certain Amended and Restated Loan Agreement of even date herewith by and between the Assignor and Assignee (the "Loan Agreement"), which Loan Agreement restates and amends the Original Loan Agreement, and is in all respects subject to the provisions of such Loan Agreement;

THAT, the Mortgage Note, the Original Loan Agreement, the Original Mortgages, and the Original Loan Documents and all other documents and instruments evidencing or securing repayment of, or otherwise pertaining to and executed and delivered in connection with, the loan evidenced by the Mortgage Note, as each of the same has been supplemented, amended and/or restated by Note, the Loan Agreement, the Mortgages, this Assignment, the Assignments of Leases and Rents executed by Assignor and Assignee with respect to the other Mortgaged Properties concurrently herewith, and all other documents and instruments evidencing or securing repayment of, or otherwise pertaining to and executed and delivered in connection with, the loan evidenced by the Note, as any of the same may hereinafter be amended, modified, extended or supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents".

**Document is
NOT OFFICIAL!**

WITNESSETH:

WHEREAS, the Assignee has required an assignment of leases with respect to each Mortgaged Property as additional security for the complete payment of all indebtedness and the performance of all other covenants, agreements and obligations under (i) the Note, the Loan Agreement, the Mortgages and all of the other Loan Documents including, without limitation, the payment of the principal indebtedness and accrued and unpaid interest due under the Note and all other charges, costs, advances and other monetary obligations due under the Note, the Loan Agreement, the Mortgages and all of the other Loan Documents (including, without limitation, any Prepayment Fee and all Late Payment Charges) and (ii) any and all documents, agreements and instruments made in connection with or related to the Loan evidenced by the Note, this Assignment and all of the other Loan Documents and the payment and performance of all other indebtedness, covenants, liabilities, obligations, undertakings and agreements evidenced by the Related Party Obligations [all of the foregoing indebtedness, covenants, liabilities, agreements and obligations set forth in clauses (i) and (ii) are hereinafter collectively referred to as the "Mortgaged Indebtedness"].

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, assign, deliver and grant a security interest to the Assignee as follows:

I. ASSIGNMENT

1.1. Assignment of Leases. The Assignor hereby presently and irrevocably assigns and transfers to the Assignee all of the

Assignor's right, title, and interest in and to all leases, license agreements, concession agreements, patient contracts, tenancy at will agreements and other occupancy agreements of every kind and nature, whether oral or in writing, now in existence or subsequently entered into by the Assignor, encumbering or affecting all or any portion of the Mortgaged Property (hereinafter collectively referred to as the "Leases," which term as here and hereinafter used shall be construed to include the singular and plural thereof if the context so requires), together with all extensions, renewals, modifications and replacements thereof, and together with any and all guaranties (hereinafter referred to as the "Guaranties") of the obligations of the lessees, licensees, concessionaires and occupants (hereinafter collectively referred to as the "Lessees") under the Leases.

1.2. Assignment Absolute. This Assignment shall be a present, absolute and unconditional assignment, and immediately upon the execution and delivery hereof, this Assignment shall give the Assignee the right to collect all rents, revenues, royalties, issues, profits, insurance proceeds, condemnation awards, license fees, losses and other income and security of every kind and nature due by virtue of the Leases and the Guaranties (hereinafter collectively referred to as the "Rents").

1.3. Assignment of Security Deposit. If any of the Leases provide for a security deposit to be paid by any Lessee to the Assignor, the Assignor hereby assigns its right, title and interest in and to such security deposit to the Assignee. Notwithstanding the foregoing, the Assignor shall have the right to retain such security deposits provided there has been no Event of Default (hereinafter defined in Section 4.1 hereof) hereunder or under any of the other Loan Documents and the Assignee shall not be obligated to any Lessee to account for any such security deposit unless and until the Assignee obtains actual possession or control of such security deposit after an Event of Default.

II. LICENSE TO COLLECT

The Assignee hereby grants to the Assignor a license to collect the Rents as such Rents respectively become due and to enforce the Leases and the Guaranties, so long as there is no Event of Default hereunder or under any of the other Loan Documents. The Assignor shall hold the Rents, or such portion of the Rents as is sufficient to discharge all sums currently due under the Note, the Loan Agreement, the Mortgages and all of the other Loan Documents, and thereafter for use in payment of operating expenses or in satisfaction of the Mortgaged

Indebtedness in trust for the Assignee. The Assignor hereby irrevocably authorizes and directs each of the Lessees under the Leases and the guarantors under the Guaranties, upon receipt of a written notice from the Assignee so demanding, to pay all Rents due or which become due under the Leases and/or the Guaranties to the Assignee and to continue to do so until otherwise notified by the Assignee. Neither the Lessees, nor any of the guarantors under the Guaranties shall have any obligation to determine whether or not an Event of Default hereunder does in fact exist.

Notwithstanding anything contained herein to the contrary, the Assignor agrees that the Assignee, and not the Assignor, shall be and is deemed to be the creditor of each Lessee under each Lease and each guarantor under each Guaranty with respect to any and all of the Rents which may be payable by any Lessee under any Lease and/or any guarantor under any of the Guaranties on account of a default by the Lessee under such Lease, including, without limitation, any damages or further rentals payable by such Lessee and/or such guarantor on account of or after such default, and in respect of all assignments for the benefit of creditors, and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any Lessee under any Lease or any guarantor under any of the Guaranties (without any obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights thereon), and the Assignee shall have the option to apply any money received or receivable by the Assignee as such creditor in reduction of the Mortgaged Indebtedness, whether or not an Event of Default under the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents shall then exist.

III. WARRANTIES AND COVENANTS

3.1. Warranties of Assignor. The Assignor hereby warrants and represents the following:

(i) the Assignor is the sole holder of the landlord's or owner's interest in and under the Leases and the Guaranties and has good right to sell, assign, transfer and set over the Leases, the Guaranties and the Rents to the Assignee;

(ii) the Assignor has made no assignment (other than this Assignment) of any of the Assignor's rights in any of the Leases, the Guaranties or the Rents;

(iii) there is no default by the Assignor or any Lessee under any of the Leases or by any guarantor under any of the Guaranties, or any state of facts which, with the passing of

time or the giving of notice or both, would constitute a default by the Assignor or any Lessee under any of the Leases or by any guarantor under any of the Guaranties;

(iv) all of the Leases provide for Rents to be paid monthly in advance, all of the Rents due to date have been collected and no Rents have been collected more than one (1) month in advance;

(v) no Lessee under any of the Leases nor any guarantor under any of the Guaranties has any defense, setoff or counterclaim against the Assignor;

(vi) the Assignor has provided the Assignee with true and correct copies of all of the Guaranties currently in effect;

(vii) each of the Leases and the Guaranties (including any amendments and modifications thereof) submitted by the Assignor to the Assignee constitutes the entire agreement between the parties thereto, and there are no agreements, amendments, modifications, undertakings, representations or warranties, either oral or written, which have not been submitted to the Assignee;

(viii) each of the Leases and the Guaranties is valid, in full force and effect, and enforceable in accordance with its terms;

(ix) neither the Assignor, nor any Lessee has commenced any action or given or served any notice for the purpose of terminating any Lease; and

(x) no rental concession in the form of any period of free Rent or any other waiver, release, reduction, discount or other alteration of the Rents due or to become due has been granted to any Lessee under the Leases or any guarantor under the Guaranties for any period subsequent to the effective date of this Assignment.

3.2. Covenants of the Assignor. The Assignor hereby covenants and agrees that the Assignor:

(i) shall fulfill, perform and observe (and/or cause to be fulfilled, observed and performed) all of the duties, covenants and obligations of landlord under the Leases;

(ii) shall give prompt written notice to the Assignee of any default or claim of default by the Assignor or any Lessee under any of the Leases or by any guarantor under any of the Guaranties, along with a complete copy of any written notice of such default or claim of default;

(iii) shall enforce (in a manner satisfactory to the Assignee and short of termination of either the Leases or the Guaranties), the performance by the Lessees and the guarantors under the Guaranties of all of their duties, covenants and obligations under the Leases and the Guaranties, as the case may be;

(iv) shall appear in and defend any action or proceeding arising under or in any manner connected with (a) any of the Leases, (b) the obligations and undertakings of the landlord or any Lessee under the Leases and (c) the obligations and undertakings of the guarantors under the Guaranties;

(v) shall not alter, modify, amend, release, replace, terminate or cancel any of the Leases or any of the Guaranties, nor accept a surrender of any of the Leases, nor waive any term or condition of any of the Leases (except patient contracts in the ordinary course of business) or any of the Guaranties without the prior written consent of Assignee, in each instance, which consent may be withheld in the Assignee's sole and absolute discretion.

(vi) shall not collect nor accept any Rents more than one (1) month in advance of the time any such Rents becomes due except for amounts paid pursuant to patient contracts in the ordinary course of business which are not material;

(vii) shall not execute any future Leases, nor consent to the assignment of any Lessee's interest under any of the Leases, nor consent to any subletting thereunder, without the prior written consent of the Assignee, in each instance, which consent may be withheld in the Assignee's sole and absolute discretion; provided, however, that Assignor may execute patient contracts in the ordinary course of business and may pledge proceeds thereof to a lender to secure the working capital line of credit for the Facility which is expressly permitted pursuant to the provisions of Section 9E of the Loan Agreement and which have been approved by Assignee as provided therein. In the event of an assignment which is permitted pursuant to the immediately preceding sentence, Assignee agrees to subordinate its rights in the revenues of the Facility as set forth herein and in the Mortgage to such assignment and to execute a subordination agreement evidencing the same in form and content satisfactory to Assignee in its full and absolute sole discretion;

(viii) shall not consent to the assignment of the guarantors' obligations under any of the Guaranties without prior written consent of the Assignee, in each instance, which consent may be withheld in the Assignee's sole and absolute discretion;

(ix) shall not execute any assignment of the landlord's interest under any of the Leases, nor any assignment of the Rents or any interest therein and shall not suffer or permit any such assignment to occur by operation of law;

(x) shall not subordinate any Lease to any lien other than the lien of the Mortgage, nor permit, consent or agree to any such subordination;

(xi) shall not take any action which may cause or permit the estate of any of the Lessees under the Leases to merge with the Assignor's interest in the Mortgaged Property (or any portion thereof);

(xii) shall not take any action (or allow any action to be taken) that may impair the security of the Leases;

(xiii) shall not commit or suffer any violation of law or Legal Requirements in connection with the Leases, and

(xiv) shall not allow the premises covered under any Lease to be abandoned or vacated.

3.3. Covenant of the Assignee. Upon the complete payment and performance of the Mortgaged Indebtedness, this Assignment shall be deemed terminated and released by the Assignee without further action and shall thereupon be of no further force or effect. The Assignor agrees that an affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee indicating that any part of the Mortgaged Indebtedness remains outstanding shall be deemed prima facie evidence of the validity, effectiveness and continuing force of this Assignment and any Person, including, without limitation, any Lessee or any guarantor under any of the Guaranties may and is hereby authorized to rely thereon. Notwithstanding the foregoing, the recording of a duly authorized and executed instrument discharging the Mortgage with the recording office specified on the first page of this Assignment as the place of recording of the Mortgage shall likewise discharge this Assignment as to the Mortgaged Property, except for those obligations expressly provided in Article V below, but expressly shall not discharge any of the other Loan Documents as to any of the other Mortgaged Properties.

ARTICLE IV. DEFAULTS; ASSIGNEE'S REMEDIES

4.1. Events of Default. Each of the following shall constitute an Event of Default hereunder:

(i) the occurrence of an Event of Default under the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents;

(ii) any (a) failure of the Assignor to pay any amount due under or with respect to any of the Leases or this Assignment within five (5) days following notice that such payment was due, or (b) breach by the Assignor of any other covenant, agreement, duty, obligation or condition of this Assignment continuing for fifteen (15) days after notice thereof; and

(iii) if any representation or warranty by the Assignor contained in this Assignment proves to be false or misleading in any material respect.

4.2. Remedies. Upon an Event of Default hereunder and at any time thereafter (without in any way waiving such Event of Default), at the Assignee's option and without notice or demand of any kind, and without regard to the adequacy of security for the complete payment and performance of the Mortgaged Indebtedness, the Assignee may exercise any or all of the following remedies, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court:

(i) declare all of the Mortgaged Indebtedness immediately due and payable;

(ii) take physical possession of the Mortgaged Property (or any portion thereof) and of all books, records, documents and accounts relating to the Mortgaged Property (or any portion thereof) and the Assignor's business thereon, and (at the Assignor's sole cost and expense) hold, lease, manage, maintain and operate the Mortgaged Property (or any portion thereof) and the Assignor's business thereon (on such terms and for such period of time as the Assignee, in its sole and absolute discretion, may deem proper) without any interference whatsoever from the Assignor;

(iii) with or without taking possession of the Mortgaged Property (or any portion thereof), collect the Rents (including those past due and unpaid) and any other sums owing under any of the Leases and Guaranties and, in the Assignee's sole and absolute discretion, apply such Rents to the payment of (a) all expenses of managing the Mortgaged Property (or any portion thereof), including, without limitation, the salaries, fees and wages of a managing agent or agents and such other employees as the Assignee, in its sole and absolute discretion, may deem necessary or desirable, and all expenses of operating and maintaining the Mortgaged Property (or any portion thereof),

including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which the Assignee, in its sole and absolute discretion, may deem necessary or desirable, and the cost of all construction, completion, alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property (or any portion thereof); and/or (b) the Mortgaged Indebtedness;

(iv) institute any legal or equitable action (in either the Assignor's or the Assignee's name) which the Assignee, in its sole and absolute discretion, deems desirable to collect any or all of the Rents;

(v) perform any or all obligations of the Assignor under any of the Leases or this Assignment and to take such actions as the Assignee deems appropriate to protect its security, including, without limitation: (a) appearing in any action or proceeding affecting any of the Leases, any of the Guaranties or the Mortgaged Property (or any portion thereof); (b) executing new Leases, and modifying, terminating or cancelling existing Leases and/or Guaranties; (c) collecting, modifying and compromising any Rents payable under the Leases and the Guaranties; and (d) enforcing any of the Leases and the Guaranties, including, if necessary, evicting any Lessees. All costs and expenses incurred by the Assignee in connection therewith shall become additional indebtedness of the Assignor to the Assignee secured hereby and by the Mortgages as fully and effectively as every other obligation of the Assignor hereunder; and

(vi) exercise any other rights and remedies permitted to the Assignee under any of the Loan Documents or applicable law.

The foregoing rights and remedies are in addition to all other rights and remedies afforded to the Assignee under any of the other Loan Documents or under any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness or at law or in equity, by statute or otherwise, all of which are hereby reserved by the Assignee, and this Assignment is made and accepted without prejudice to any such rights and remedies. The exercise by the Assignee of any of the rights and/or remedies granted to it in this Assignment, including, without limitation, the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver of any default hereunder or under the Note, the Loan Agreement, any of the Mortgages, or any of the other Loan Documents or under any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness. All of the rights and

remedies of the Assignee under the Note, the Loan Agreement, any of the Mortgages, this Assignment and all of the other Loan Documents or under any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness shall be separate and cumulative and may be exercised concurrently or successively in the Assignee's sole and absolute discretion. The exercise of any right and/or remedy by the Assignee hereunder shall not be considered to be a waiver of any of the Assignee's other rights or remedies hereunder or under the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or under any of the documents, agreements or instruments made in connection with or related to any of Mortgaged Indebtedness; in particular, but without limitation, the Assignee's exercise of its rights to collect and receive Rents shall not preclude the Assignee from simultaneously or subsequently electing to take possession of the Mortgaged Property (or any portion thereof), nor shall the Assignee's exercise of its rights and/or remedies with respect to any particular Lease, any of the Guaranties or any one or more of the Mortgaged Properties (or any portion thereof) (which exercise shall be expressly permitted, at the Assignee's option) preclude the Assignee from simultaneously or subsequently electing to exercise any of its rights and/or remedies with respect to any other Lease, any of the Guaranties or any of the other Mortgaged Properties (or any a portion of any thereof). No failure or delay on the part of the Assignee to exercise any such right or remedy shall operate as a waiver thereof. Notwithstanding the foregoing, nothing contained in this Assignment and no entry by the Assignee upon the Mortgaged Property (or any portion thereof) as herein provided shall be construed so that the Assignee shall be deemed to be a mortgagee in possession as to the Mortgaged Property or any of the other Mortgaged Properties.

Any failure by the Assignee to insist upon the strict performance of any of the terms, conditions, covenants and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Assignee, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance of any and all of the terms and provisions hereof. No waiver at any time of any of the terms, conditions, covenants or provisions of this Assignment shall be construed as a waiver of any other term, condition, covenant or provision of this Assignment; nor shall such a waiver in any one instance be construed as a waiver of the same term, condition, covenant or provision in any subsequent instance or circumstance. The Assignee shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights and/or remedies hereunder or under any of the other Loan Documents or under any of the documents, agreements

or instruments made in connection with or related to any of the Mortgaged Indebtedness unless such waiver is in writing and signed by the Assignee, and then, only to the extent specifically set forth therein.

The Assignor does hereby make, constitute and appoint the Assignee or any officer or agent designated by the Assignee, the Assignor's true and lawful attorney-in-fact, with power of substitution, at any time after an Event of Default, to (i) endorse the name of the Assignor upon any notes, checks, drafts, money orders, or other instruments of payment with respect to the Leases and Guaranties and with respect to all Rents in connection therewith; (ii) give such notice and directions, in writing or otherwise, to the United States Post Office as may be necessary to effect delivery to the Assignee or any of its designated agents of all mail addressed to the Assignor; and (iii) take possession of the Mortgaged Property (or any portion thereof), and to have, hold, manage, lease and operate the same; hereby granting unto the Assignor's said attorney full power to do any and all things necessary to be done in and about the Mortgaged Property as fully and effectually as the Assignor might or could do, and hereby certifying that said attorney shall do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Mortgaged Indebtedness is fully paid and performed and shall not be affected by any disability or incapacity which the Assignor may suffer and shall survive the same. The power of attorney conferred on the Assignee pursuant to the provisions of this Section 4.2 is provided solely to protect the interests of the Assignee and shall not impose any duty on the Assignee to exercise any such power, and neither the Assignee nor such attorney-in-fact shall be liable for any act, omission, error in judgment or mistake of law, except as the same may result from its gross negligence or willful misconduct.

4.3. Application of Proceeds. Any amounts collected by the Assignee hereunder shall be applied by the Assignee, without marshalling of assets, towards the payment of the Mortgaged Indebtedness in such order as the Assignee shall determine in its sole and absolute discretion.

ARTICLE V. NO LIABILITY, INDEMNIFICATION

5.1. No Liability. Nothing in this Assignment shall be construed to impose any obligation on or responsibility from the Assignee to the Assignor, nor from the Assignee to any Lessee under any of the Leases, any guarantor under any of the Guaranties or any other third party, for (i) the control, care, management or repair of any Mortgaged Property (or any portion

thereof), (ii) the performance of any of the landlord's obligations under any of the Leases, (iii) for any waste committed on any Mortgaged Property (or any portion thereof), (iv) for any dangerous or defective condition on any Mortgaged Property (or any portion thereof), (v) the Assignee's failure to let any Mortgaged Property (or any portion thereof) after an Event of Default hereunder or from any other act or omission of the Assignee in managing any Mortgaged Property (or any portion thereof) after an Event of Default hereunder or (vi) for any gross negligence or willful misconduct in the management, upkeep, repair or control of any Mortgaged Property (or any portion thereof) resulting in loss or injury or death to any Lessee, licensee, employee or other party.

5.2. Indemnification. The Assignor shall indemnify and hold the Assignee harmless from and against all obligations, liabilities, losses, costs, ~~costs, losses, expenses, fines, penalties and damages (including attorneys' fees and expenses and court costs) which the Assignee may incur~~ (i) by reason of this Assignment, (ii) in connection with any of the Leases (including, without limitation, all claims and demands which may be asserted against the Assignee by Reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease), or (iii) with regard to any Mortgaged Property (or any portion thereof). The Assignor shall defend the Assignee against any claim or litigation involving the Assignee for the same, with counsel approved by the Assignee, and should the Assignee incur any such obligation, liability, loss, cost, expense, fine, penalty or damage, then the Assignor shall reimburse the Assignee for such amounts upon demand, and upon the failure of the Assignor so to do, the Assignee may, at its option, declare the entire Mortgaged Indebtedness immediately due and payable. Notwithstanding anything to the contrary contained herein, the Assignee shall have the option of conducting its own defense with counsel of the Assignee's selection (in the event that the Assignor shall fail to take action to defend the Assignee within a reasonable period of time after the assertion of any such claim), but at the expense of the Assignor. The foregoing indemnification agreement shall also include all costs incurred by the Assignee in connection with the enforcement of said indemnification agreement. Any amounts owed to the Assignee under this Section 5.2 shall be a demand obligation, shall bear interest at the Advances Rate and, to the extent permitted by law, shall be added to the Mortgaged Indebtedness and shall be secured by the lien of this Assignment as fully and effectively as every other obligation of the Assignor secured hereby. The provisions of this Section 5.2 shall survive payment of the principal indebtedness evidenced by the Note and secured by the Mortgages and this Assignment.

ARTICLE VI. MISCELLANEOUS

6.1. Modifications, Etc. The Assignor hereby consents and agrees that, at any time and from time to time, without notice to or further consent from the Assignor and either with or without consideration, the Assignee may surrender any property or other security of any kind or nature whatsoever held by the Assignee or by any Person on the Assignee's behalf or for the Assignee's account, securing the Mortgaged Indebtedness; substitute for any collateral so held by the Assignee, other collateral of like kind, or of any kind; agree to modification of the terms of the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness; extend or renew the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or any of the documents, agreements or instruments made in connection with or related to any of any Mortgaged Indebtedness (for any period and upon such terms and conditions as the Assignee, in its sole and absolute discretion, may deem desirable); grant releases, compromises and indulgences with respect to the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness to any person now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness; or take or fail to take any action of any type whatsoever; and no such action which the Assignee shall take or fail to take in connection with the Note, the Loan Agreement, any of the Mortgages or any of the other Loan Documents or any of the documents, agreements or instruments made in connection with or related to any of the Mortgaged Indebtedness, nor any course of dealing with the Assignor or any other person, shall release the Assignor's obligations hereunder, affect this Assignment in any way or afford the Assignor any recourse against the Assignee.

6.2. Further Assurances. At any time and from time to time, upon request by the Assignee, the Assignor shall promptly make, execute and deliver, or cause to be made, executed, acknowledged and delivered, to the Assignee and, where appropriate, cause to be recorded and/or filed (and from time to time thereafter to be re-recorded and/or refiled) at such time and in such offices and places as shall be deemed desirable by the Assignee (in its sole and absolute discretion), any and all such other and further amendments, assignments, deeds to secure

debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as the Assignee may, in its sole and absolute discretion, deem desirable (but which shall not create any further or additional obligation for the Assignor) to (A) enable the Assignee to negotiate the Note and to assign this Assignment and all of the other Loan Documents, and/or (B) effectuate, complete, or perfect, or to continue and preserve (a) the obligations of the Assignor under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases, the Guaranties and the Rents; provided, however, that no such additional document or other instrument requested by the Assignee hereunder shall increase the Mortgaged Indebtedness (except as to the costs and expenses of the Assignee in connection therewith). Any failure by the Assignor to comply with any request pursuant to this Section 6.2 within twenty (20) days after such request is made by the Assignee, shall be an Event of Default hereunder and upon such Event of Default, the Assignee may make, execute, acknowledge, record, re-record and/or refile any and all such amendments, assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of the Assignor, and the Assignor hereby appoints the Assignee the Assignor's attorney-in-fact, with full power of substitution, to take such actions (on behalf of and in the name of the Assignor) as the Assignee, in its sole and absolute discretion, may deem necessary or desirable to effectuate the intent of this Section 6.2. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Mortgaged Indebtedness is fully paid and performed and shall not be affected by any disability or incapacity which the Assignor may suffer and shall survive the same. The power of attorney conferred on the Mortgagee pursuant to the provisions of this Section 6.2 is provided solely to protect the interests of the Assignee and shall not impose any duty on the Assignee to exercise any such power, and neither the Assignee nor such attorney-in-fact shall be liable for any act, omission, error in judgment or mistake of law, except as the same may result from its gross negligence or willful misconduct.

6.3. Successors and Assigns; Joint and Several Liability.
The provisions of this Assignment shall be binding on the Assignor and the Assignor's heirs, executors, administrators, legal representatives, successors and assigns and this Assignment and all of the covenants herein contained shall inure to the benefit of the Assignee and the Assignee's successors and assigns. Where more than one Person shall execute this Assignment, then each such person shall be fully liable for all

of the obligations of the Assignor hereunder and all such obligations shall be joint and several.

6.4. **Notices.** Any notice, request, demand, statement or consent made hereunder shall be in writing and shall be deemed duly given if personally delivered, sent by certified mail, return receipt requested, or sent by a nationally recognized commercial overnight delivery service with provisions for a receipt, postage or delivery charges prepaid, and shall be deemed given when postmarked or placed in the possession of such mail or delivery service and addressed as follows:

If to the Assignor: Consolidated Resources Health Care Fund I
3570 Keith Street, N.W.

P.O. Box 3480
Cleveland, Tennessee 37320-3480
Attn: Forrest L. Preston, Managing
General Partner

with a copy to: Life Care Centers of America, Inc.
3570 Keith Street, N.W.
Cleveland, Tennessee 37320-3480
Attn: General Counsel

If to the Assignee: Meditrust Mortgage Investments, Inc.
128 Technology Center
Waltham, Massachusetts 02154-8979
Attn: David F. Benson, President

with copies to: Meditrust Mortgage Investments, Inc.
128 Technology Center
Waltham, Massachusetts 02154-8979
Attn: Michael S. Benjamin, Esq.

and

Choate, Hall & Stewart
Exchange Place
53 State Street
Boston, Massachusetts 02109-2891
Attn: Frank Giso III, Esq.

or at such other place as the Assignor or Assignee may from time to time hereafter designate to the other in writing. Any notice given to the Assignor by the Assignee at any time shall not imply that such notice or any further or similar notice was or is required.

6.5. **Governing Law.** This Assignment shall be construed, and the rights and obligations of the Assignee and the Assignor

shall be determined, in accordance with the laws of the Commonwealth of Massachusetts, except, as to the Mortgaged Property: (i) to the extent necessary for the Lender to perfect, protect or enforce the rights and remedies set forth in the Loan Documents with respect to the Mortgaged Property and (ii) for procedural requirements which must be governed by the law of the state in which the Mortgaged Property is located. To the maximum extent permitted by applicable law, the Assignor hereby submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of, or with respect to the Note, the Loan Agreement, any of the Mortgages, this Assignment or any of the other Loan Documents and expressly waives any and all objections the Assignor may have as to venue in any of such courts.

6.6. Captions and Headings. The captions and headings set forth in this Assignment are included for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify and/or add to the interpretation, construction or meaning of, or the scope or intent of, this Assignment or any part hereof.

6.7. Amendments, Waivers and Modifications. This Assignment and the other Loan Documents set forth the entire agreement of the Assignor and the Assignee with respect to the subject matter hereof and none of the terms, provisions or covenants of this Assignment may be amended, modified, revised, waived or terminated except by an agreement in writing signed by the Person against whom enforcement is sought. The terms or provisions of this Assignment shall extend and be applicable to all renewals, replacements, amendments, extensions, consolidations and modifications of the Loan Documents, the Leases and the Guaranties, and any and all references herein to the Loan Documents, the Leases or the Guaranties shall be deemed to include any such renewals, replacements, amendments, extensions, consolidations or modifications thereof.

6.8 Invalidity. If any provision of this Assignment or the application thereof to any person or circumstance, or to the Mortgaged Property, for any reason and to any extent, shall be held to be invalid or unenforceable, neither the remainder of this Assignment nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. Notwithstanding the foregoing, if such

provision relates to the payment of a monetary obligation, the Assignee, in its sole and absolute discretion, may declare the entire Mortgaged Indebtedness due and payable upon one hundred twenty (120) days' prior written notice to to the Assignor. In the event of any such acceleration of the Mortgaged Indebtedness, provided that an Event of Default has not occurred under the terms of this Assignment, the Note, the Loan Agreement, any of the Mortgages or under any of the other Loan Documents, the Assignor shall not be required to pay the Assignee a Prepayment Fee (as defined under the Note).

6.9 Time of the Essence. Time is of the essence of each and every term, condition, obligation and agreement set forth herein.

6.10 Rules of Construction. References in this Assignment to "herein", "hereof" and "hereunder" shall be deemed to refer to this Assignment and shall not be limited to the particular text or Section in which such words appear. References in this Assignment to the Assignee's attorneys shall be deemed to include, without limitation, special counsel and local counsel for the Assignee. References in this Assignment to any Mortgaged Property shall be deemed to include references to all of such Mortgaged Property and references to any portion thereof, and references in this Assignment to the Mortgaged Properties shall be deemed to include references to all of the Mortgaged Properties and references to any portion thereof. References in this Assignment to attorneys' fees and expenses shall be deemed to mean reasonable fees and expenses and shall include all costs for administrative, paralegal and other support staff. The use of any gender shall include all genders and the singular number shall include the plural and vice versa as the context may require. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth for such terms under the Loan Agreement. The parties agree that in the event of any conflict between the terms of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall control.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as a sealed instrument as of the day and year first above written.

WITNESS:

ASSIGNOR: CONSOLIDATED RESOURCES HEALTH CARE FUND I, a Georgia limited partnership

Cindy Cross
Name: CINDY CROSS

By: Forrest L. Preston
Forrest L. Preston, Sole Managing General Partner

Document is NOT OFFICIAL!

STATE OF TENNESSEE)

COUNTY OF BRADLEY)

^{SS.} This Document is the property of the Lake County Recorder!

On May 15, 1992, personally appeared before me, a Notary Public, Forrest L. Preston, sole managing general partner of Consolidated Resources Health Care Fund I (personally known) (proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Lori A. Painter
Notary Public
LOREI A. PAINTER
(Printed Name)
My commission expires: 7-23-94
County of Residence: BRADLEY



This instrument was prepared by Frank Giso, III, Esq. Upon recording, return to: Frank Giso, III, Esq., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109.

9789P

Hammond-Whiting Convalescent Center
Hammond, Indiana

EXHIBIT A

LAND

Lots 1 and 2, Block 1, together with the vacated 16 foot alley lying between said lots; also Block 5, except the West 120 feet thereof, all in Mary Agnes Roberts' and Amy Jane Roberts First Addition to Hammond, as shown in Plat Book 4, page 29, in Lake County, Indiana, except that part of said real estate dedicated for 114th Street.

