

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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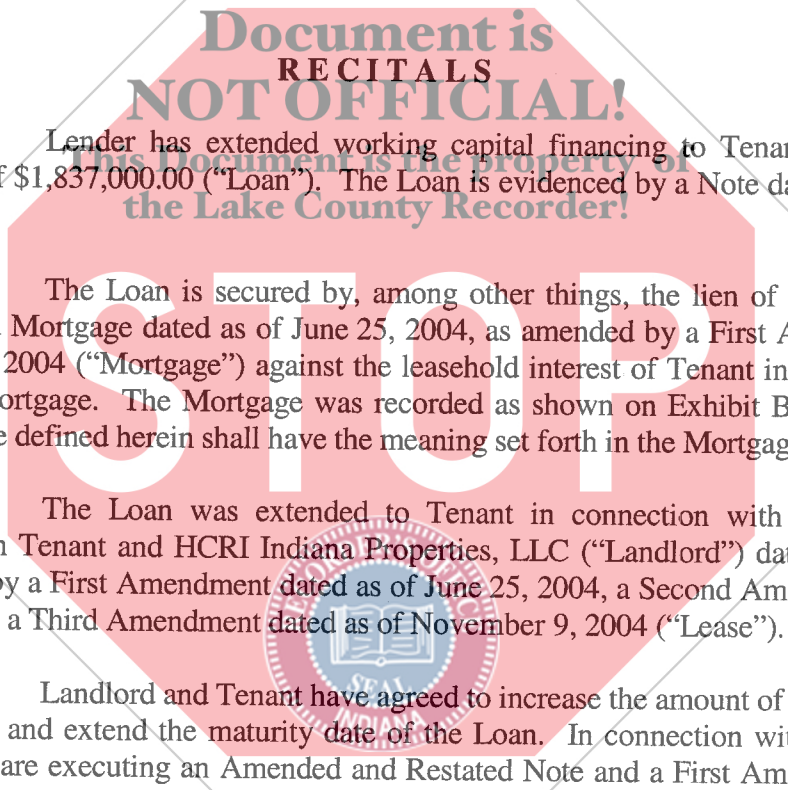
MICHAEL A. BROWN
RECORDER

Recorder, Jefferson Co., In.

Mary Frances O'Connor
Mary Frances O'Connor

**SECOND AMENDMENT TO AMENDED AND
RESTATED LEASEHOLD MORTGAGE**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED
LEASEHOLD MORTGAGE** ("Amendment") is made effective as of April 28, 2005
("Amendment Effective Date") by **TRILOGY HEALTH SERVICES, LLC**, a limited liability
company organized under the laws of the State of Delaware ("Tenant"), having its chief
executive office at 1650 Lyndon Farm Court, Suite 201, Louisville, Kentucky 40223, and
HEALTH CARE REIT, INC., a corporation organized under the laws of the State of Delaware
("Lender"), having its principal office at One SeaGate, Suite 1500, P.O. Box 1475, Toledo,
Ohio 43603.



A. Lender has extended working capital financing to Tenant in the original
principal amount of \$1,837,000.00 ("Loan"). The Loan is evidenced by a Note dated as of April 8,
2002 ("Note").

B. The Loan is secured by, among other things, the lien of an Amended and
Restated Leasehold Mortgage dated as of June 25, 2004, as amended by a First Amendment dated
as of November 9, 2004 ("Mortgage") against the leasehold interest of Tenant in the real property
described in the Mortgage. The Mortgage was recorded as shown on Exhibit B. All capitalized
words not otherwise defined herein shall have the meaning set forth in the Mortgage.

C. The Loan was extended to Tenant in connection with a Master Lease
Agreement between Tenant and HCRI Indiana Properties, LLC ("Landlord") dated as of April 8,
2002, as amended by a First Amendment dated as of June 25, 2004, a Second Amendment dated as
of July 1, 2004, and a Third Amendment dated as of November 9, 2004 ("Lease").

D. Landlord and Tenant have agreed to increase the amount of the Loan, change
the payment terms, and extend the maturity date of the Loan. In connection with these changes,
Tenant and Lender are executing an Amended and Restated Note and a First Amendment to Loan
Agreement. Tenant and Lender also desire to amend the Mortgage to reflect the modifications to
the Loan.

HOLD FOR MERIDIAN TITLE CORP

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hcrl\trilogy-ml\leaseholdmtg.amendedrestated.secondamendment

Landlmerice 4/25/05
24 W Third St Ste 206
Manassas OH 44902

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LP
MT
19⁰⁰
+ 1⁰⁰
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NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

1. Payment of Credit Extended. Section 2.1.1 of the Mortgage is hereby amended to read in its entirety as follows (added language in italics):

Section 2.1.1 Payment of Credit Extended. The payment of the indebtedness of Tenant to Lender in the principal amount of \$3,500,000.00, or so much thereof as shall have been advanced to Tenant, plus interest on the unpaid balance thereof, which indebtedness is evidenced by an *Amended and Restated* Note with a maturity date of *May 1, 2010* ("Note") made by Tenant and delivered to Lender on this date, and any extensions, modifications, substitutions or renewals of the indebtedness or Note.

2. Future Advances. Section 2.1.4 of the Mortgage is hereby amended to read in its entirety as follows (added language in italics):

2.1.4 Future Advances. The payment of any unpaid balances of loan advances which Lender may make or may be obligated to make under this Mortgage or the Loan Agreement at any time after this Mortgage is delivered to the recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum amount of \$3,500,000.00 which may be outstanding at any time and from time to time.

3. Loan Agreement. Section 2.2.1 of the Mortgage is hereby amended to read in its entirety as follows (added language in italics):

2.2.1 Loan Agreement. This Mortgage is subject to a certain Loan Agreement ("Loan Agreement") executed by Tenant and Lender as of April 8, 2002, *as amended by a First Amendment dated as of April 28, 2005.* The Loan Agreement sets forth, among other things, the terms and conditions under which Lender is obligated to advance up to the full amount of the Note and may make non-obligatory advances, all of which are secured by this Mortgage. The Loan Agreement is hereby incorporated herein and made a part hereof as though fully rewritten herein including the defined terms. No defenses, offsets, or counterclaims available to Tenant arising out of the Loan Agreement or Note shall be valid or effective against any transferee of this Mortgage or the Note or its successors or

assigns after this Mortgage and the Note are collaterally assigned by Lender to one or more transferees who are providing financing to Lender, and Tenant hereby expressly waives all such defenses, offsets, or counterclaims to that extent. A copy of the Loan Agreement is maintained at the offices of Lender and may be inspected by interested persons.

4. References in Loan Documents. All references to the Mortgage contained in the Loan Documents (as defined in the Loan Agreement) shall mean the document as amended on the date hereof and all extensions, modifications, amendments, renewals, consolidations, increases and reductions made after the date hereof.

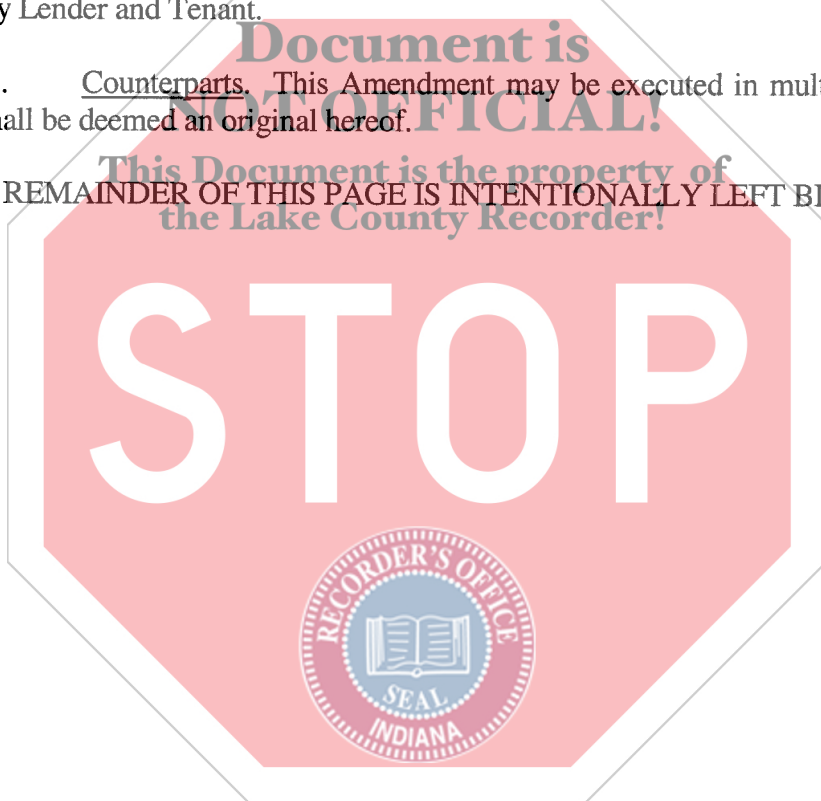
5. Affirmation. Except as specifically modified by this Amendment, the terms and provisions of the Mortgage are hereby affirmed and shall remain in full force and effect.

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Lender and Tenant.

7. Further Modification. The Mortgage may be further modified only by a writing signed by Lender and Tenant.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, this Amendment has been duly executed as of (but not necessarily on) the Amendment Effective Date.

TRILOGY HEALTH SERVICES, LLC

By: *Randall J. Bufford*
Randall J. Bufford
President and CEO

HEALTH CARE REIT, INC.

By: *Erin C. Ibele*
Print Name: _____
Title: ERIN C. IBELE
VICE PRESIDENT
& CORPORATE SECRETARY

STATE OF Kentucky
COUNTY OF Jay

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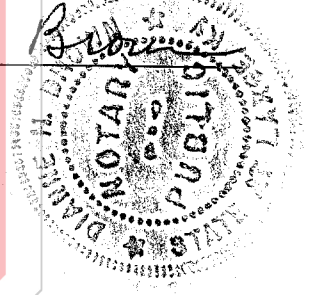
The foregoing instrument was acknowledged before me this 28th day of April, 2005, by Randall J. Bufford, President and CEO of Trilogy Health Services, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Dianne H. Brown
Notary Public

My Commission Expires _____

DIANNE H. BROWN
NOTARY PUBLIC-STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES NOVEMBER 03, 2007

[SEAL]



STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 6 day of May, 2005 by ERIN C. IBELE, the VICE PRESIDENT of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation. & CORPORATE SECRETARY

Rita J. Rogge
Notary Public

My Commission Expires: _____



[SEAL] RITA J. ROGGE
Notary Public, State of Ohio
Commission Expires 8/26/05

**THIS INSTRUMENT PREPARED BY
AFTER RECORDING RETURN TO:**

Cynthia L. Rerucha, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43624



EXHIBIT B: RECORDING INFORMATION

Amended and Restated Leasehold Mortgage in favor of Health Care REIT, Inc. by Trilogy Health Services, LLC, dated as of June 25, 2004.

- A. Warrick County, Indiana – Recorded as Instrument No. 2004R-014147 with the Warrick County, Indiana Recorder on November 19, 2004.
- B. Bartholomew County, Indiana – Recorded as Instrument No. 200400015997 with the Bartholomew County, Indiana Recorder on November 16, 2004.
- C. Jefferson County, Indiana – Recorded as Instrument No. 2004-03923 with the Jefferson County, Indiana Recorder on June 28, 2004.

First Amendment to Amended and Restated Leasehold Mortgage in favor of Health Care REIT, Inc. by Trilogy Health Services, LLC, dated as of November 9, 2004.

- A. Warrick County, Indiana – Recorded as Instrument No. 2004R-014149 with the Warrick County, Indiana Recorder on November 19, 2004.
- B. Bartholomew County, Indiana – Recorded as Instrument No. 200400015999 with the Bartholomew County, Indiana Recorder on November 16, 2004.
- C. Jefferson County, Indiana – Recorded as File No. 2004-06587 with the Jefferson County, Indiana Recorder on November 15, 2004.

