STATE OF INDIANA

2005 046107 7005 1110 As a final as of June 1, 2005 by and between THIS MEMORANDUM OF LEASE is made as of June 1, 2005 by and between HCRI INDIANA PROPERTIES, LLC, a limited liability company organized under the laws of the State of Indiana, (the "Landlord"), and TRILOGY HEALTH SERVICES, LLC, a limited liability company organized under the laws of the State of Delaware (the "Tenant").

- Lease. Landlord and Tenant have entered into and executed a Master Lease Agreement (as amended, the "Lease") dated as of April 8, 2002 ("Effective Date") 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. Landlord and Tenant have agreed to further amend the Lease to include the real property described on Exhibit A attached hereto ("Subject Property"). Additional property that is not located in the county of the Subject Property may now be or may hereafter become subject to the Lease. The requisite Memoranda of Lease have been or will be filed in the appropriate jurisdictions with respect to such additional property.
- Address of Landlord. Landlord's address as set forth in the Lease is One SeaGate, Suite 1500, P.O. Box 1475, Toledo, Ohio 43603-1475.
- 3. Address of Tenant. Tenant's address as set forth in the Lease is 1650 Lyndon Farm Court, Suite 201, Louisville, Kentucky 40223.
- Term of Lease. The initial term ("Initial Term") of the Lease commenced on the Effective Date and expires at 12:00 Midnight Eastern Time on April 30, 2017 ("Expiration Date"); provided, however, that [i] Tenant has the option to renew this Lease for one or more renewal terms as set forth in the Lease; and [ii] that the Initial Term may be extended from time to time pursuant to the provisions of the Lease.
- Option to Purchase. Tenant has the option to purchase the Subject Property upon the terms and conditions set forth in the Lease.
- Mechanic's Liens. The Lease provides that Tenant shall have no authority to permit or create a lien against Landlord's interest in the Subject Property.
- Incorporation of Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Subject Property. Any conflict between this Memorandum of Lease and the Lease shall be governed by the terms of the Lease.
- Tenant agrees to promptly execute a release of this Release. Memorandum of Lease at any time after the Lease has terminated.

FILED

K# 08-15-0706-0001

JUN - 6 2005

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STEPHEN R. STIGLICH heritalogy and habitely Additivate

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amended and Restated Memorandum of Master Lease as of the date first set forth above.

HCRI INDIANA PROPERTIES, LLC

By: Health Care REIT, Inc., a Member Title VICE PRESIDENT TRILOGY HEALTH SERVICES, LLC By: Randall J. Bufford Title: President and CEO STATE OF OHIO **COUNTY OF LUCAS** The foregoing instrument was acknowledged before me this 7 day of 2005 by SERIN C. IBELE 1. The VICE PRESIDENT - ADMINISTRATION OF Health Care REIT, Inc., a member of HCRI Indiana Properties, LLC, an Indiana limited liability company, on behalf of the limited liability company My Commission Expires: RITA J. ROGGE Notary Public, State of Ohio Commission Expires 8/26/05

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amended and Restated Memorandum of Master Lease as of the date first set forth above.

HCRI INDIANA PROPERTIES, LLC

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 1/21 day of 2005 by Steven A. Van Camp, Executive Vice President and CFO of Trilogy Health Services, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Cynthia D. Blow-Notary Public

My Commission Expires: 0-2001

THIS INSTRUMENT PREPARED BYAND AFTER RECORDING RETURN TO:

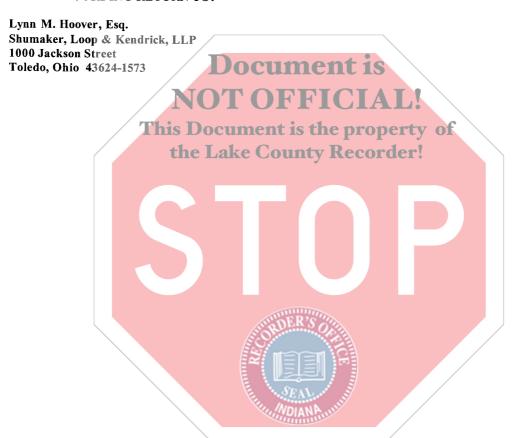


EXHIBIT A: LEGAL DESCRIPTION

CONSISTING OF EXHIBIT A-4



EXHIBIT A-4: LEGAL DESCRIPTION

Facility Name: Outlook Pointe at Merrillville

Parcel I:

Lot 1 of the Second Resubdivision of Lot 7 in Broadwest Center, in the Town of Merrillville, as shown in Plat Book 83, Page 46, Lake County, Indiana.

Parcel II: (Non-Exclusive Sanitary Sewer)

Easement as granted in Instrument No. 92053986, dated July 31, 1992 and recorded August 25, 1992.

<u>Parcel III</u>: (Non-Exclusive Storm Water Storage and Flow Easement)

Easement rights as reserved in Instrument No. 92053988, dated August 20, 1992 and recorded August 25, 1992.

