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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 071822

2011 DEC 13 AM 8:57

MICHELLE R. BLUMAN
RECORDER

**SECOND AMENDED AND RESTATED LEASEHOLD
DEED OF TRUST AND OPEN-END MORTGAGE**

This **SECOND AMENDED AND RESTATED LEASEHOLD DEED OF TRUST AND OPEN-END MORTGAGE** ("Instrument") is effective as to the Real Property (defined below) as of December 6, 2011 ("Effective Date"), by **TRILOGY LEGACY OF INDIANA, LLC**, a limited liability company organized under the laws of the State of Delaware ("Grantor"), having its principal office located at 303 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222, in favor of **HEALTHCARE REIT, INC.**, a corporation organized under the laws of the State of Delaware ("HCN"), having its principal office at 4500 Dorr Street, Toledo, Ohio 43615-4040, and to **MARK W. SINKHORN, AS TRUSTEE**, the Trustee hereunder to the extent this Instrument operates as a Deed of Trust ("Trustee"), having an address at 4111 Executive Parkway, Westerville, Ohio 43081, for the benefit of HCN.

This Instrument amends, restates, and replaces the Amended and Restated Leasehold Deed of Trust and Open-End Mortgage dated as of October 5, 2011 in its entirety.

Grantor is the tenant under a Sixth Amended and Restated Master Lease Agreement with Health Care REIT, Inc., HCRI Indiana Properties, LLC, and HCRI Kentucky Properties, LLC (collectively "Landlord") dated as of December 6, 2011 ("Lease"). The real property described on Exhibit A attached hereto and made a part hereof ("Real Property") is subject to the Lease and is part of the Leased Property (as defined in the Lease). All references herein to "Lease" shall include all amendments, modifications, and renewals thereof and all substitutions and replacements therefore. All references to "Landlord" shall include affiliates of Health Care REIT, Inc. that are added as landlords under the Lease through an amendment to or an amendment and restatement of the Lease.

AMOUNT \$ 74
CASH _____ CHARGE _____
CHECK # 65840
OVERAGE _____
COPY _____
NON-COM _____
CLERK AD

SLK_TOL: #1889744v3

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As to any Real Property located in a mortgage state ("Mortgage State"), notwithstanding anything contained herein to the contrary, [i] this Instrument shall be deemed to be and shall be enforceable in accordance with the respective applicable laws of each Mortgage State solely as an Open-End Mortgage; [ii] all references to Instrument shall mean Open-End Mortgage; [iii] all references to Grantor shall mean Mortgagor; [iv] all references to HCN shall mean Mortgagee; [v] all references to Trustee shall be disregarded and accordingly Trustee shall have no rights, powers or obligations in connection with the Real Property located in a Mortgage State.

As to any Real Property located in a deed of trust state ("Deed of Trust State"), notwithstanding anything contained herein to the contrary, [i] this Instrument shall be deemed to be and shall be enforceable in accordance with the applicable laws of the Deed of Trust State solely as a Deed of Trust; [ii] all references to Instrument shall mean Deed of Trust; [iii] all references to Grantor shall mean Trustor; and [iv] all references to HCN shall mean Beneficiary.

In consideration of the loan advances described in Article 2 made or to be made by HCN and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has executed and delivered this Instrument and by these presents does mortgage, warrant, grant, transfer, bargain, sell, and convey [i] to HCN and to its successors and assigns, forever (as to any Real Property located in a Mortgage State) and [ii] to Trustee and to Trustee's successors and assigns, forever, for the benefit of HCN (as to any Real Property located in the Deed of Trust State), all of Grantor's right, title, and interest to and under the following property which Grantor now owns or may hereafter acquire ("Property"):

The leasehold estate of Grantor in the Real Property and any facility located on the Real Property ("Improvements"), together with all options to purchase or lease said Real Property or any portion of or interest in that Real Property, all modifications, extensions and renewals of the Lease and all rights to renew, cancel, modify or terminate the Lease or extend the term of the Lease and all options, privileges and rights granted to Grantor under the Lease.

TO HAVE AND TO HOLD the same with all of the rights, privileges and appurtenances thereto belonging unto, as applicable, [i] HCN and its successors and assigns forever in accordance with the terms and conditions set forth herein; or [ii] Trustee and Trustee's successors and assigns forever, in trust, for the benefit of HCN in accordance with the terms and conditions set forth herein.

ARTICLE 1: WARRANTIES

Grantor covenants with HCN and its successors and assigns that the Lease is in all respects valid and in full force and effect, that Grantor is not in default under any of the terms and provisions thereof, that Grantor has no knowledge of, nor has received any notice from Landlord of any default under the Lease, and that no controversy exists involving any claim of default under the Lease.

ARTICLE 2: PURPOSES

2.1 Secured Obligations. This Instrument secures performance of the following obligations (the "Secured Obligations"):

2.1.1 Payment of Credit Extended.

(a) Lapeer. The payment of the indebtedness of Grantor to HCN in the original principal amount of \$634,350.00, or so much thereof as shall have been advanced to Grantor, plus interest on the unpaid balance thereof, which indebtedness is evidenced by a note dated May 20, 2011 ("Lapeer Note") made by Grantor and delivered to HCN on May 20, 2011 and having a maturity date of August 1, 2022 based on an Initial Disbursement Date (as defined in the Lapeer Note) of August 1, 2012, and any extensions, modifications, substitutions or renewals of the indebtedness or the Lapeer Note.

(b) Lexington. The payment of the indebtedness of Grantor to HCN in the original principal amount of \$630,000.00, or so much thereof as shall have been advanced to Grantor, plus interest on the unpaid balance thereof, which indebtedness is evidenced by a note dated October 5, 2011 ("Lexington Note") made by Grantor and delivered to HCN on October 5, 2011 and having a maturity date of October 1, 2022 based on an Initial Disbursement Date (as defined in the Lexington Note) of October 1, 2012, and any extensions, modifications, substitutions or renewals of the indebtedness or the Lexington Note.

(c) Maumee. The payment of the indebtedness of Grantor to HCN in the original principal amount of \$600,000.00, or so much thereof as shall have been advanced to Grantor, plus interest on the unpaid balance thereof, which indebtedness is evidenced by a note dated December 6, 2011 ("Maumee Note") made by Grantor and delivered to HCN on December 6, 2011 and having a maturity date of June 1, 2023 based on an Initial Disbursement Date (as defined in the Maumee Note) of June 1, 2013 and any extensions, modifications, substitutions or renewals of the indebtedness or the Maumee Note. The Lapeer Note, the Lexington Note, and the Maumee Note may be individually and collectively called "Note".

2.1.2 Obligations Under Loan Documents. The performance of all obligations of Grantor under the Amended and Restated Loan Agreement between HCN and Borrower dated October 5, 2011, the Note, this Instrument and all other documents executed by Grantor or any affiliates of Grantor in connection therewith, any extensions, modifications or renewals thereof, and any documents executed in substitution therefore (collectively, the "Loan Documents"). Any capitalized term that is not defined in this Instrument shall have the meaning set forth in the Loan Agreement.

2.1.3 Advances to Protect Property. The payment of unpaid balances of all advances made by HCN for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Property.

2.1.4 Future Advances. The payment of any unpaid balances of loan advances which HCN may make or may be obligated to make under this Instrument or the Loan Agreement at any time after this Instrument 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 \$1,864,350.00 which may be outstanding at any time and from time to time. For Property located in a Mortgage State, this Instrument is an open-end mortgage that secures future advances.

2.2 Interpretation. This Instrument is and shall be construed accordingly to reflect the fact that the credit giving rise to the Secured Obligations would not have been extended by HCN but for the security provided by this Instrument. Where the sense requires it, the singular may be read as the plural or the reverse and any gender may be read as any other gender.

ARTICLE 3: COVENANTS

3.1 Obligations. Grantor shall pay and perform all those Secured Obligations to be performed by Grantor when due and required.

3.2 Lease.

3.2.1 Grantor agrees to keep and perform all obligations of the tenant under the Lease. Grantor agrees not to commit or permit any breach of the Lease. If Grantor shall default at the performance of any obligations of the Lease beyond applicable cure periods, if any, HCN may, at its option and after written notice to and receipt of consent from Landlord, with or without notice to Grantor, take any action necessary or desirable to cure the default. Grantor authorizes HCN to enter upon the Real Property for that purpose.

3.2.2 Grantor agrees to give immediate written notice to HCN of any default under the Lease within Grantor's knowledge, or the receipt by Grantor of any notice of default from Landlord and to furnish to HCN all information that HCN may request concerning the performance by Grantor of obligations of the tenant under the Lease.

3.2.3 HCN does not assume, nor shall it be deemed to have assumed or otherwise be responsible for, performance of any of the obligations of Grantor as Lessee under the Lease.

3.2.4 Grantor agrees that as long as this Instrument is in effect, there shall be no merger of the Lease with the fee estate of the Real Property, by reason of the fact that the Lease may be held directly or indirectly by or for the account of any person who shall hold the fee interest in all or part of the Real Property or any interest of Landlord under the Lease. In the event Grantor acquires the fee title or any other interest in the Real Property covered by the Lease, unless Grantor furnishes to HCN evidence reasonably satisfactory to HCN that the leasehold estate and the fee estate have not merged and the Lease retains priority over any encumbrances on the fee interest or other interest in the Real Property (or that there are no such encumbrances), this Instrument will attach to and cover and be a lien upon the fee title or such other interest so

acquired and the fee title or other interest shall, without further assignment, mortgage or conveyance, become subject to the lien of this Instrument.

3.2.5 Except as otherwise set forth in the Lease, so long as this Instrument is in effect, Grantor agrees that no surrender or termination of the Lease, in whole or in part, shall be valid or effective.

3.2.6 Grantor agrees that if the Lease is terminated prior to the expiration of its term by reason of Grantor's default, and if, pursuant to any provision of the Lease, or otherwise, HCN or its designee shall acquire, from Landlord, a new lease of the fee interest of the Property or any part of the Property, Grantor shall have no right, title or interest in the new lease.

3.2.7 Grantor agrees that if any action or proceeding shall be instituted to evict Grantor or to recover possession of the Property or for any other purpose affecting the Lease or this Instrument, Grantor will immediately deliver to HCN true copies of the complaint, summons, and all other pleadings and papers received by Grantor.

3.2.8 Grantor shall pay, or reimburse HCN for, all sales taxes, intangible taxes, mortgage taxes, gross receipts taxes, documentary stamp taxes, mortgage assignment taxes, transfer taxes and similar taxes imposed on HCN relating to the Secured Obligations, the Note, this Instrument, or the indebtedness secured by this Instrument. At the direction of HCN, Grantor shall pay or reimburse HCN for such taxes 30 days after HCN gives notice to Grantor.

3.3 Insurance. Grantor shall furnish to HCN copies of all insurance policies, certificates and other evidence of insurance required under the Lease on or before the dates provided in the Lease and with those policies, certificates or other evidence of insurance are required to be furnished to Landlord under the Lease.

3.4 Funds for Impositions and Insurance. Grantor shall comply with the provisions of the Lease concerning impositions and insurance, including but not limited to Articles 3 and 4 of the Lease.

3.5 Application of Payments. All payments and proceeds of sale received by HCN under this Instrument shall be credited as set forth in the Note.

3.6 Charges and Liens. Except to the extent Grantor makes payments therefore under §3.4 and except for items being contested in good faith in compliance with the requirements of the Lease, Grantor shall promptly pay before delinquent taxes, assessments, levies, and any other charges which have or may become a lien on any of the Property.

3.7 Preservation of Property. Subject to the terms of the Lease, Grantor shall keep the Property in good repair, and shall neither commit waste nor permit impairment or deterioration of the Property.

3.8 Protection of Security. If Grantor fails to perform Grantor's agreements under this Instrument or if any action or proceeding is commenced which materially affects HCN's interest in the Property, including, without limitation, any proceeding concerning eminent domain, insolvency, any decedent, or enforcement of any ordinance, legislation, or regulation, then HCN is authorized to make such appearances, disburse such sums, and take such action that HCN reasonably determines is necessary or desirable to protect the Property and HCN's interest therein, including, without limitation, the disbursement of sums for payment of reasonable attorneys' fees, taxes, assessments, insurance premiums, costs incurred for the protection of the Property, and the entry upon the Property to make repairs.

3.9 Inspection. After reasonable notice to Grantor, HCN or any person authorized by HCN may enter upon and inspect any of the Property at all reasonable times.

3.10 Eminent Domain. If the Property or any part thereof becomes the subject of any proceeding ("Condemnation") for the taking of property or any conveyance in lieu thereof, the provisions set forth in the Lease regarding Condemnation shall prevail in the event that there are any proceeds paid to Grantor as a result of a Condemnation. After the payment of any amount due to Landlord under the Lease, the balance of the Condemnation proceeds shall be paid or caused to be paid by Grantor to HCN to be applied to the payment of principal under the Note, up to the outstanding amount of Secured Obligations, and Grantor hereby directs such payment to be made directly to HCN and hereby assigns to HCN Grantor's right thereto.

3.10.1 Payment Pending Restoration. Grantor's obligation to make payment on Secured Obligations shall not abate pending any repair or restoration of the Property due to the Condemnation. In addition, Grantor shall reimburse HCN, within 10 days after demand, for all reasonable costs, expenses, and fees (including architect and engineer fees) incurred by HCN in connection with any repair or restoration of the Property due to the Condemnation.

3.10.2 Condemnation Proceeds Not Trust Funds. Notwithstanding anything in this Instrument or at law or equity to the contrary, none of the Proceeds paid to HCN shall be deemed trust funds, and HCN shall be entitled to dispose of such proceeds as provided in this §3.10. Grantor expressly assumes all risk of loss, including a decrease in the use, enjoyment or value, of the Property from any Condemnation.

3.11 Other Instruments and Liens.

3.11.1 Prior Instruments. If any of the Property is subject or becomes subject to a lien dated prior to this Instrument, the following provisions shall apply:

[i] Grantor shall pay when due all amounts required to be paid under any obligation secured by a prior lien and shall otherwise perform all of the obligations of Grantor hereunder.

[ii] Grantor shall not request, accept, or permit payment to Grantor of any loan amount or disbursement the repayment of which is secured by any prior deed of trust or mortgage without prior express written consent from HCN.

[iii] Grantor shall be in compliance with §§3.3 and 3.4 if Grantor pays the Impositions and maintains the insurance coverage required under any prior instrument to which HCN has expressly consented.

[iv] A default in any prior instrument shall be a default under this Instrument.

[v] HCN may cure any defaults of Grantor under any prior instrument or may pay, in whole or in part, any prior lien. To the extent of such payments, HCN shall be subrogated to the rights and lien of the prior lien; however, any prior lien rights to which HCN may become subrogated shall not merge with the lien of this Instrument.

3.11.2 No Merger of Liens. HCN may at any time during the term of this Instrument hold more than one lien against the Property or any part thereof. All such liens held by HCN shall remain separate and distinct from each other and each shall retain its individual priority and shall not merge with any other lien held by HCN, unless and until HCN executes and records an instrument expressly merging any such liens. If a default in this Instrument occurs, HCN may foreclose upon any lien against the Property held by it in such order and at such times as HCN may elect. If HCN acquires title to the Property other than through foreclosure of this Instrument, the lien of this Instrument shall continue and shall not merge with HCN's title to the Property.

3.11.3 No Consent. Nothing in this §3.11 shall be construed to mean that HCN consents to any lien prior to the lien of this Instrument.

3.12 Advances and Default Rate. Any payment made by HCN that HCN has the right to make under any term of this Instrument and expenses incurred and payments made by HCN in taking action authorized by this Instrument shall be indebtedness of Grantor secured by this Instrument, shall be payable upon demand, shall bear interest at the Default Rate (as defined in the Note) from the date of disbursement, and shall be deemed advances under subsections 2.1.3 and 2.1.4.

3.13 Damage, Destruction and Rebuilding. In the event that the Property, or any part thereof, is destroyed, in whole or in part, or damaged by fire, flood, windstorm or other casualty, Grantor shall comply with the terms of the Lease.

ARTICLE 4: TRANSFER OF THE PROPERTY; ASSUMPTION

4.1 Grantor's Successors. This Instrument shall be binding upon Grantor's successors and assigns and shall be binding upon and inure to the benefit of HCN and its successors and assigns; however, Grantor may neither assign Grantor's rights under this Instrument nor delegate Grantor's duties under this Instrument without the express written consent of HCN.

4.2 No Transfer. Except for transfers made in connection with Permitted Liens (as defined in the Lease) or as otherwise specifically permitted pursuant to the Lease, Grantor shall not sell, lease, grant a lien on or security interest in, or otherwise transfer or encumber all or any part of the Property or any legal or equitable interests therein without the prior written consent of HCN.

4.3 No Release of Grantor. No sale, transfer, or encumbrance of the Property or of Grantor's rights under this Instrument and the Note and no delegation of Secured Obligations under this Instrument or any other Secured Obligations shall release Grantor from liability for any Secured Obligations unless: [i] HCN and such transferee or delegee agree in writing that such transferee or delegee is satisfactory to HCN and that such transferee or delegee shall perform the Secured Obligations and pay such interest thereon as HCN may request, and [ii] HCN delivers to Grantor a written release.

ARTICLE 5: [RESERVED]

ARTICLE 6: DEFAULT, ACCELERATION, AND REMEDIES

6.1 Event of Default. The occurrence of any Event of Default under a Loan Document or the Lease shall constitute an Event of Default under this Instrument.

6.2 Rights and Remedies Upon Default. Whenever any Event of Default occurs, subject to the prior rights of Landlord and with Landlord's prior written consent, HCN may take any one or more of the following remedial steps concurrently or successively in addition to any other remedies under the Loan Documents, at law or in equity, to the extent permitted by applicable law.

6.2.1 HCN may enter and take possession of the Property without terminating this Instrument, and perform the obligations of Grantor under the Loan Documents.

6.2.2 The Property may be sold by private sale without judicial process or appraisal (the same being hereby waived) upon 10 days' notice to Grantor and, by such sale, foreclose Grantor's equity of redemption in the Property completely and as effectively as through an action to foreclose, the same being hereby waived.

6.2.3 HCN may foreclose this Instrument or accept delivery of a deed in lieu of foreclosure. In any foreclosure or sale, the Property may be sold in one or more parcels, lots, or groups (including mixtures of personal and real property, or separately, any provision of law to the contrary notwithstanding) to the extent permitted by law, HCN shall be under no obligation either to marshal any assets of Grantor or to marshal any portions of the Property.

6.2.4 HCN may sue Grantor directly to collect any monies then due and may take any action at law or equity (including bringing an action for a mandatory injunction, restraining order or specific performance) to enforce performance of the Secured Obligations.

6.2.5 For any security in which no interest arises under real estate law, HCN may exercise its rights as a secured party under Article 9 of the Uniform Commercial Code. Grantor agrees that a commercially reasonable manner of disposition of the Property subject to security interests under Article 9 shall include, without limitation and at the option of HCN, the sale of the Property in whole or in part, concurrently with the foreclosure sale of the Property in accordance with the provisions of this Instrument.

6.2.6 HCN may terminate its obligation to disburse loan proceeds.

6.2.7 HCN may, and is hereby authorized by Grantor, at any time or from time to time, to the fullest extent permitted by law, without advance notice to Grantor (any such notice being expressly waived by Grantor) to set off and apply any and all sums held by HCN, any indebtedness of HCN to Grantor, any and all claims by Grantor against HCN, against any obligations of Grantor hereunder, whether or not such obligations or claims of Grantor are matured and whether or not HCN has exercised any other remedies hereunder.

6.2.8 In any action or proceeding to foreclose this Instrument, or upon actual or threatened waste to any part of the Property, HCN may apply, without notice to Grantor, for the appointment of a receiver ("Receiver") of the Property. Unless prohibited by law, such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantor at the time of application for such Receiver and without regard to the then value of the Property, and HCN may be appointed as Receiver. The Receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of the foreclosure and, in case of a sale and deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any future times, if any, when Grantor, except for the intervention of such Receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said proceeding. All sums of money received by the Receiver from such rents and income, after deducting therefrom the reasonable charges and expenses paid or incurred in connection with the collection and disbursement thereof, shall be applied to the payment of the Secured Obligations or applied to remedy any default hereunder as HCN may direct. Grantor, if requested to do so, will consent to the appointment of any such Receiver as aforesaid.

6.2.9 HCN may take any other action which HCN is entitled to take under any law, equity, or the Loan Documents.

6.2.10 HCN may, at its option, but without any obligation so to do, and without waiving or releasing Grantor from any of the agreements and covenants in the Loan Documents, pay any sum or perform any act or take such action as HCN may deem necessary or desirable in order to protect the lien of this Instrument, the Property or otherwise in the sole discretion of HCN. Grantor hereby grants to HCN, and agrees that HCN shall have, after the occurrence of one or more Events of Default, the absolute and immediate right to enter in and upon the Property or any part thereof to such extent and as often as HCN, in its sole discretion, deems necessary or desirable for such purpose. HCN may pay and expend such sums of money as it may, in its sole discretion, deem necessary for the purposes stated herein. Grantor hereby agrees to pay to HCN, on demand, all such sums so paid or expended by HCN, together with interest thereon from the date of each such payment or expenditure at the default rate specified in the Note.

6.3 Sale of Property. Subject to the prior rights of Landlord and with Landlord's prior written consent, the following provisions apply to any sale of the Property pursuant to this Article 6 or pursuant to any judicial proceeding.

6.3.1 Sale a Bar. Any sale or sales of any of the Property shall operate to divest all of the estate, right, title, interest, claim or demand whatsoever, whether at law or in equity of Grantor, in and to the Property, privileges and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Grantor, its successors or assigns.

6.3.2 Receipt Sufficient Discharge for Purchaser. The receipt of Trustee or of the court officer or other person conducting any such sale for the purchase money paid at any such sale shall be sufficient discharge thereof to any purchaser of the Property, or any part thereof, sold as aforesaid. No such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for purpose of this Instrument, or shall be answerable in any matter whatsoever for any loss, misapplication or nonapplication of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the necessity or expediency of any such sale.

6.3.3 HCN's Purchase of Property. HCN or any holder of the Note may bid for and purchase the Property being sold, and upon compliance with the terms of sale, HCN or any holder of the Note may hold, retain, possess and dispose of such Property in its own absolute right without further accountability. HCN may make payment for such Property by presenting to Trustee the Note secured hereby so that there may be endorsed as paid thereon the amount of the net sales price after deducting therefrom all expenses of the sale, which amount is to be applied to the payment of the Note.

6.3.4 Application of Proceeds of Sale. Unless HCN elects otherwise, the purchase money or proceeds of any such sale shall be applied: first, to the cost and expense of executing this Instrument, including compensation to Trustee for services and reasonable attorney's and receiver's fees and expenses; second, to all other reasonable charges, costs, expenses and advances paid or incurred by HCN pursuant to this Instrument with interest thereon at the Default Rate specified in the Note; third, to all unpaid interest accrued on any of the Secured Obligations; fourth, to the principal amount outstanding of the Secured Obligations; and the balance, if any, to Grantor.

6.3.5 No Defense; Waiver. Failure to join or to provide notice to subtenants of Grantor as defendants in any foreclosure action or suit shall not [i] constitute a defense for Grantor to such foreclosure; [ii] preclude Trustee or HCN from obtaining a deficiency judgment or otherwise reduce or diminish the amount of any such judgment in any manner whatsoever; or [iii] give rise to any claims by Grantor, or any person claiming through or under Grantor, against HCN or Trustee. Upon the request of HCN and to the extent not prohibited by applicable law, Grantor shall execute and file with the clerk of the court a legally sufficient waiver of any statutory waiting period with respect to the execution of a judgment obtained by HCN in connection with any foreclosure proceedings. The obligations of Grantor to so execute and file such waiver shall survive the termination of this Instrument.

ARTICLE 7: MISCELLANEOUS

7.1 Advances by HCN. At any time and from time to time during the term of this Instrument, HCN may incur and/or pay and/or advance costs or expenses [i] incurred or advanced by HCN which HCN is authorized or has the right (but not necessarily the obligation) to incur or may incur under any term of any Loan Document or any law; [ii] of whatever nature incurred or advanced by HCN in exercising any right or remedy provided by any term of any Loan Document or in taking any action which HCN is authorized to take by any term of any Loan Document; [iii] required to be paid by Grantor by any term of any Loan Document, but which Grantor fails to pay upon demand; or [iv] any and all costs and expenses from which Grantor is required to hold HCN harmless by any term of any Loan Document, but from which Grantor fails to hold HCN harmless. Any reasonable costs, expenses, or advances incurred or paid by HCN shall become part of the Loan and, upon demand, shall be paid to HCN together with interest thereon at the default rate specified in the Note from the date of disbursement by HCN. Payment of such costs, expenses, or advances shall be secured by this Instrument.

7.2 Attorney's Fees and Expenses. Grantor shall pay all reasonable costs and expenses incurred by HCN in administering the Secured Obligations and all collateral for the Secured Obligations, enforcing or preserving HCN's rights under the Note, this Instrument, and all other Loan Documents, and in all matters of collection, whether or not an Event of Default has actually occurred or has been declared and thereafter cured, including, but not limited to, [i] the reasonable fees, expenses, and costs of any litigation, receivership, administrative, bankruptcy, insolvency or other similar proceeding; [ii] reasonable attorney and paralegal fees and disbursements; [iii] the reasonable expenses of HCN and its employees, agents, attorneys, and witnesses in preparing for litigation, administrative, bankruptcy, insolvency or other proceedings and for lodging, travel and attendance at meetings, hearings, depositions, and trials in connection therewith; [iv] court costs; and [v] consulting and witness fees and expenses incurred by HCN in connection with any such proceedings, but excluding HCN's internal bookkeeping and routine loan servicing costs. All such costs, charges and fees as incurred shall be deemed to be secured by this Instrument and collectible out of the proceeds of this Instrument in any manner permitted by law or by this Instrument.

7.3 Construction of Rights and Remedies and Waiver of Notice and Consent.

7.3.1 The provisions of this §7.3 shall apply to all rights and remedies provided by this Instrument or any Loan Document or by law or equity provided HCN obtains Landlord's prior written consent.

7.3.2 **WAIVER OF NOTICES AND CONSENT TO REMEDIES.** Unless otherwise expressly provided herein, any right or remedy may be pursued without notice to or further consent of Grantor, both of which Grantor waives.

7.3.3 Each right or remedy under the Loan Documents is distinct from but cumulative to each other right or remedy and may be exercised independently of, concurrently with, or successively to any other rights and remedies.

7.3.4 No extension of time for or modification of amortization of the loan shall release the liability or bar the availability of any right or remedy against Grantor or any successor in interest, and HCN shall not be required to commence proceedings against Grantor or any successor or to extend time for payment or otherwise to modify amortization of the loan secured by this Instrument by reason of any demand by Grantor or any successor.

7.3.5 HCN has the right to proceed at its election against all security or against any item or items of such security from time to time, and no action against any item or items of security shall bar subsequent actions against any item or items of security.

7.3.6 No forbearance in exercising any right or remedy shall operate as a waiver thereof; no forbearance in exercising any right or remedy on any one or more occasion shall operate as a waiver thereof on any further occasion; and no single or partial exercise of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy.

7.3.7 Failure by HCN to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by Grantor hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandamus or other appropriate legal or equitable remedy strict compliance by Grantor with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by Grantor is continued or repeated, or of the right to recover possession of the Property by reason thereof. To the extent permitted by law, any two or more of such rights or remedies may be exercised at the same time.

7.3.8 If any covenant or agreement contained in any Loan Document is breached by Grantor and thereafter waived by HCN, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach thereunder. No waiver shall be binding unless it is in writing and signed by HCN. No course of dealing between HCN and Grantor, nor any delay or omission on the part of HCN in exercising any rights under any of the Loan Documents, shall operate as a waiver.

7.3.9 Grantor and any other person now or hereafter obligated for the payment or performance of all or any part of the Note shall not be released from paying and performing under the Note, and the lien of this Instrument shall not be affected by reason of [i] the failure of HCN to comply with any request of Grantor (or of any other person so obligated) to take action to foreclose this Instrument or otherwise enforce any of the provisions of this Instrument or of any of the Secured Obligations, or [ii] the release, regardless of consideration, of the obligations of any person liable for payment or performance of the Note, or any part thereof, or [iii] any agreement or stipulation extending the time of payment or modifying the terms of the Note, and, in the event of such agreement or stipulation, Grantor and all such other persons shall continue to be liable under such documents, as amended by such agreement or stipulation unless expressly released and discharged in writing by HCN.

7.3.10 Grantor, for itself and its successors and assigns, hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, [i] the benefit of any and all valuation and appraisal laws, [ii] any right of redemption after the date of any sale of the Property upon foreclosure, whether statutory or otherwise, in respect of the Property, [iii] any applicable homestead or dower laws, and [iv] all exemption laws whatsoever and all moratoriums, extensions or stay laws or rules, or orders of court in the nature of any one or more of them.

7.3.11 Nothing contained in any of the Loan Documents shall constitute any consent or request by HCN, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against HCN in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Instrument.

7.4 Notices. All notices, demands, requests, and consents (hereinafter "Notices") given pursuant to the terms of this Instrument shall be in writing, shall be addressed to the addresses set forth in the introductory paragraph of this Instrument and to Landlord at the address set forth in the Lease and shall be served by [i] personal delivery; [ii] United States mail, postage prepaid; or [iii] nationally recognized overnight courier. All Notices shall be deemed to be given upon the earlier of actual receipt or three days after mailing or one business day after deposit with the overnight courier. Any Notices meeting the requirements of this Section shall be effective, regardless of whether or not actually received. HCN and Grantor may change their notice address at any time by giving the other party written notice of such change.

7.5 Amendment. This Instrument may be amended only by a writing signed by HCN and Grantor and consented to by Landlord. All references to this Instrument, whether in this Instrument or in any other document or instrument, shall be deemed to incorporate all amendments, modifications and renewals of this Instrument made after the Effective Date.

7.6 Successor Trustee. In the case of the death or absence of Trustee from the Deed of Trust State, or Trustee's refusal to act, or in case HCN should desire for any reason to remove Trustee or any of Trustee's successor Trustees hereunder and appoint a new Trustee in Trustee's place and stead, the holder of the Secured Obligations is hereby granted full power to appoint in writing a substitute Trustee for said Trustee or successor Trustees, or if no successor Trustee is appointed, then the sheriff of the County in the Deed of Trust State in which the Property is located, acting as such for the time being, may at the request of the legal holder of the Secured Obligations proceed to sell the Property or any part thereof as provided herein.

ARTICLE 8: INTERPRETATION

8.1 Captions. The captions and headings contained in this Instrument are for convenient reference only and are not to be used to interpret or define the provisions hereof.

8.2 Severability. If any provision of this Instrument or the application thereof to any party or circumstance shall, to any extent, be adjudged to be invalid or unenforceable, the remainder of this Instrument and the application of any such provision to other parties or circumstances shall not be affected thereby, and each provision of this Instrument shall be valid and enforceable to the fullest extent permitted by law.

8.3 Governing Law. This Instrument and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Ohio, except that the creation and perfection of liens and security interests in the Property, and the procedures for foreclosure and execution of the liens and security interests shall be governed by, construed and interpreted in accordance with the laws of the state where the Real Property at issue is located, in each case without regard to the conflict of law rules of such state.

8.4 Survival. All agreements, representations, and warranties contained in this Instrument shall survive the execution and delivery of this Instrument, and shall be deemed to be effective continuously throughout the term of this Instrument.

8.5 Conflict in Provisions. In the event of any conflict in the provisions of this Instrument and the Lease, the terms and provisions of the Lease shall govern.

ARTICLE 9: CONSTRUCTION

9.1 No Liability for HCN. Grantor hereby acknowledges and agrees that the undertaking of HCN under this Instrument is limited as follows:

(a) **HCN is not and will not be in any way the agent for or trustee of Grantor. HCN does not intend to act in any way for or on behalf of Grantor in disbursing the proceeds under the Note. HCN's purpose in making the requirements set forth herein and in the Note is to protect the validity and priority of this Instrument and the value of its security.**

(b) **This Instrument is not to be construed by Grantor or anyone furnishing labor, materials, or any other work or product for improving the Property as an agreement by HCN to assure that anyone will be paid for furnishing such labor, materials, or any other work or product. Grantor is and shall be solely responsible for such payments.**

(c) HCN is not responsible for construction of any improvements to the Property. Notwithstanding HCN's inspection of the Property and the improvements, HCN assumes no responsibility for the quality of construction or workmanship, or for the architectural or structural soundness of any improvements to the Property, or for the adherence to or approval of any plans and specifications for any improvements to the Property.

NOW, THEREFORE, if Grantor shall pay the Secured Obligations in full and shall fully comply with this Instrument, then this Instrument and the estate hereby granted shall cease, and HCN, and if applicable, Trustee, shall thereupon release this Instrument at the cost and expense of Grantor (all claims for statutory penalties, in case of HCN's failure to release, being hereby waived); otherwise, this Instrument shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]



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

Signed and acknowledged in the presence of:

TRILOGY LEGACY OF INDIANA, LLC

Signature: [Handwritten Signature]

Print here: Anna Avdic

By: [Handwritten Signature]

Steven A. VanCamp
Executive Vice President and Chief
Financial Officer

Signature: [Handwritten Signature]

Print here: Kelley Lautzenheiser

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 2nd day of December, 2011 by Steven A. VanCamp, Executive Vice President and Chief Financial Officer of Trilogy Legacy of Indiana, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

[Handwritten Signature]
Notary Public

My Commission Expires: 9-24-2015

[SEAL]

THIS INSTRUMENT PREPARED BY:

AFTER RECORDING RETURN TO:

Cynthia L. Rerucha, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573



Suzanne A. Rippel
Fidelity National Title Insurance Company
270 Lexington Avenue, Suites 201-204
Mansfield, Ohio 44907

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Cynthia L. Rerucha, Esq.

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

Signed and acknowledged in the presence of: **TRILOGY LEGACY OF INDIANA, LLC**

Signature: _____

Print here: _____

By: _____

Steven A. VanCamp
Executive Vice President and Chief
Financial Officer

Signature: _____

Print here: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by Steven A. VanCamp, Executive Vice President and Chief Financial Officer of Trilogy Legacy of Indiana, LLC, a Delaware limited liability company, on behalf of the limited liability company.

**This Document is the property of
the Lake County Recorder!**

Notary Public

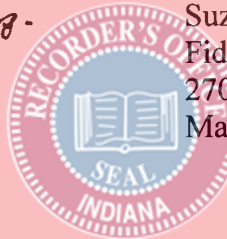
My Commission Expires: _____

[SEAL]

THIS INSTRUMENT PREPARED BY:

AFTER RECORDING RETURN TO:

Cynthia L. Rerucha, Esq.
Cynthia L. Rerucha, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573



Suzanne A. Rippel
Fidelity National Title Insurance Company
270 Lexington Avenue, Suites 201-204
Mansfield, Ohio 44907

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Cynthia L. Rerucha, Esq.
Cynthia L. Rerucha, Esq.

EXHIBIT A: LEGAL DESCRIPTIONS

[CONSISTING OF EXHIBIT A-1 THROUGH A-7]



EXHIBIT A-1: LEGAL DESCRIPTION

Facility Name: McConnelsville Facility

TRACT 1

Situated in the Village of McConnelsville, County of Morgan and State of Ohio: Known as being a part of the Southwest $\frac{1}{4}$ of Section 2, Township 10, Range 12 and being all of Subdivision Nos. 11, 114, 123, 70, 71, and 82 as shown on current Morgan County Tax Maps. Also known as being a part of the land now or formerly conveyed to Careserve as recorded in Volume 185, Page 692, and all of the land now or formerly conveyed to Careserve as recorded in Volume 48, Page 335, Volume 90, Page 197, Volume 47, Page 686 and Volume 90, Page 158, all of Morgan County Records and being more particularly described as follows:

Commencing at an illegible capped rebar found on the South line of Section 2, Township 10, Range 12 at the Southeast corner of Lot 8, Melody Ridge Subdivision as recorded in Plat Cabinet B, Slide 583 of Morgan County Records;

Thence, along the South line of Section 2, South $86^{\circ}44'15''$ East, 369.96 feet to the centerline of State Route 376 (60' Public Right of Way);

Thence, along the centerline of State Route 376, North $07^{\circ}53'47''$ West, 368.08 feet to the Point of Beginning of the parcel of land herein described;

Thence, leaving the centerline of State Route 376 along the North line of Melody Ridge Subdivision as recorded in Plat Cabinet B, Slide 583 of Morgan County Records, North $88^{\circ}56'06''$ West, and passing over a capped rebar stamped "Janes 6029" found at a distance of 36.53 feet, a total distance of 173.00 feet to a capped rebar stamped "Janes 6029" found at the southeast corner of land now or formerly conveyed to Charles Schilling as recorded in Volume 167, Page 375 of Morgan County Records;

Thence, along said Schilling land, the following four (4) courses and distances:

- 1) North $08^{\circ}29'16''$ West, and passing over a capped rebar stamped "Janes 6029" found at a distance of 133.65 feet, a total distance of 235.92 feet to a capped rebar stamped "Janes 6029" found;
- 2) Thence, North $86^{\circ}42'32''$ West, 20.21 feet to a 5/8" rebar with a yellow plastic cap stamped "Millman3303420723" set;
- 3) Thence, North $09^{\circ}32'38''$ West, 284.61 feet to a 5/8" rebar with a yellow plastic cap stamped "Millman3303420723" set;
- 4) Thence, South $72^{\circ}30'00''$ West, 172.26 feet to a capped rebar stamped "Janes 6029" found on the east line of land now or formerly conveyed to Alissa Dillaha as recorded in Volume 192, Page 561 of Morgan County Records;

Thence, along the east line of said Dillaha land, North 10°55'00" West, 86.31 feet to a capped rebar stamped "Janes 6029" found at the southwest corner of land now or formerly conveyed to the County of Morgan as recorded in Volume 160, Page 707 of Morgan County Records;

Thence, along the South line of said County of Morgan land, North 72°30'00" East, and passing over a capped rebar stamped "Janes 6029" found at a distance of 339.98 feet, a total distance of 370.00 feet to the centerline of State Route 376;

Thence, along the centerline of State Route 376, the following four (4) courses and distances:

- 1) South 06°31'32" East, 137.96 feet;
- 2) Thence, South 09°32'38" East, 303.00 feet;
- 3) Thence, South 10°35'17" East, 102.38 feet, reference a capped rebar stamped "Janes 6029" found North 86°55'47" West, 27.27 feet from said corner;
- 4) Thence, South 08°12'34" East, 127.40 feet to the Point of Beginning and containing 2.9971 Acres (130,553 square feet) of land, more or less, as surveyed in September of 2010 by Timothy A. Finke, Ohio Registered Professional Land Surveyor No. S-8392 on behalf of Millman Surveying, Inc. under Project No. 20727 and is subject to all legal highways, easements and restrictions of record.

Morgan County Auditor Parcel Nos.

140-001-960-0
140-001-960-3
140-001-960-1
130-003-370-0
130-003-380-0
130-003-990-0

TRACT 2

Situated in the Village of McConnelsville, County of Morgan and State of Ohio: Known as being a part of the Southwest ¼ of Section 2, Township 10, Range 12 and all of Outlot Nos. 22, 23 and 24 and a part of Outlot No. 21, McNabb's Outlots as recorded in Farmer's Plat Book, Page 22 of Morgan County Records. Also known as being a part of the land now or formerly conveyed to Careserve as recorded in Deed Volume 185, Page 692 of Morgan County Records and being more particularly described as follows:

Commencing at an illegible capped rebar found on the South line of Section 2, Township 10, Range 12 at the Southeast corner of Lot 8, Melody Ridge Subdivision as recorded in Plat Cabinet B, Slide 583 of Morgan County Records;

Thence, along the South line of Section 2, South 86°44'15" East, 369.96 feet to the centerline of State Route 376 (60' Public Right of Way);

Thence, along the centerline of State Route 376, North 07°53'47" West, 142.61 feet to the Northwest corner of land now or formerly conveyed to James & Betty Wise as recorded in Volume 132, Page 392 of Morgan County Records and the Point of Beginning of the parcel of land herein described;

Thence, along the centerline of State Route 376, the following six (6) courses and distances:

- 1) North 07°53'47" West, 225.47 feet;
- 2) Thence, North 08°12'34" West, 127.40 feet;
- 3) Thence, North 10°35'17" West, 102.38 feet;
- 4) Thence, North 09°32'38" West, 303.00 feet;
- 5) Thence, North 06°31'32" West, 137.96 feet;
- 6) Thence, North 10°55'00" West, 330.56 feet to the intersection of said centerline with the North line of Outlot No. 24;

Thence, leaving said centerline along the North line of Outlot No. 24, South 87°37'53" East, and passing over a 1 ½" iron pipe found for reference at the Southwest corner of land now or formerly conveyed to Deborah King as recorded in Volume 150, Page 436 of Morgan County Records at a distance of 19.94 feet, a total distance of 243.40 feet to a capped rebar stamped "Janes 6029" found at the Southeast corner of said King land and the Southwest corner of land now or formerly conveyed to Joyce A. Drake as recorded in Volume 183, Page 285 of Morgan County Records;

Thence, along the North line of Outlot No. 24 and the South line of said Drake land, South 88°36'57" East, 588.61 feet to a capped rebar stamped "Janes 6029" found at the Northeast corner of land now or formerly conveyed to Ancil King, Jr. as recorded in Volume 175, Page 133 of Morgan County Records;

Thence, along the west line of said King, Jr. land and land now or formerly conveyed to Larry D. & Betty D. Morrin as recorded in Volume 196, Page 792 of Morgan County Records, South 07°59'36" East, 1334.97 feet to a 5/8" capped rebar with a yellow plastic ID cap stamped "Millman3303420723" set on the South line of the North ½ of Outlot No. 21 at the Northeast corner of land now or formerly conveyed to Kevin Morrow as recorded in Volume 138, Page 586 of Morgan County Records;

Thence, along the North line of said Morrow land, North 86°52'19" West, 544.26 feet to a 5/8" capped rebar with a yellow plastic ID cap stamped "Millman3303420723" set at the southeast corner of said Wise land;

Thence, along said Wise land, the following four (4) courses and distances:

- 1) North 15°22'19" West, 90.00 feet to a 5/8" capped rebar with a yellow plastic ID cap stamped "Millman3303420723" set;
- 2) Thence, South 82°37'41" West, 179.00 feet to a 5/8" capped rebar with a yellow plastic ID cap stamped "Millman3303420723" set;
- 3) Thence, North 35°47'19" West, 48.00 feet to a 5/8" capped rebar with a yellow plastic ID cap stamped "Millman3303420723" set;
- 4) Thence, North 86°02'32" West, and passing over an illegible capped rebar found for reference at a distance of 26.22 feet, a total distance of 47.99 feet to the Point of Beginning and containing 23.9102 acres (1,041,530 square feet) of land, more or less, as surveyed in September of 2010 by Timothy A. Finke, Ohio Registered Professional Land Surveyor No. S-8392 on behalf of Millman Surveying, Inc. under Project No. 20727 and is subject to all legal highways, easements and restrictions of record.

Morgan County Auditor Parcel Nos.

140-010-060-0
130-004-590-0
140-010-050-0
130-004-580-0
140-010-040-0
140-010-070-0



EXHIBIT A-2: LEGAL DESCRIPTION

Facility Name: Merrillville Facility

Lot 6B as shown on the recorded Replat of Lot 6 Broadwest Center, recorded September 29, 1995 as Document Number 95058846 in Book 79, Page 28 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT A-3: LEGAL DESCRIPTION

Facility Name: Lapeer Facility

Part of Sections 6 and 7, Town 7 North, Range 10 East, City of Lapeer, Lapeer County, Michigan, described as follows: Beginning at the North $\frac{1}{4}$ corner of said Section 7; thence South 03 degrees 26 minutes 26 seconds East along the North-South $\frac{1}{4}$ line of said Section 7, 652.85 feet; thence South 86 degrees 33 minutes 40 seconds West, 530.06 feet; thence North 03 degrees 26 minutes 20 seconds West, 767.70 feet; thence along a curve to the left, 76.39 feet (having a radius of 1106.13 feet, a central angle of 03 degrees 57 minutes 22 seconds, and having a chord bearing and distance of South 79 degrees 14 minutes 30 seconds East, 76.37 feet); thence South 81 degrees 13 minutes 11 seconds East, 295.65 feet; thence along a curve to the left, 170.39 feet (having a radius of 5633.13 feet, a central angle of 01 degrees 43 minutes 58 seconds, and having a chord bearing and distance of South 82 degrees 05 minutes 10 seconds East, 170.39 feet) to the point of beginning.

And also described as:

Situated in the City of Lapeer, County of Lapeer, State of Michigan, and being parts of section 6 and section 7, Township 7 North, Range 10 East, and being the same parcel of land conveyed to Trilogy Healthcare of Lapeer, LLC, a Delaware limited liability company, in Liber 2481, page 918, and being more particularly described as follows:

BEGINNING at a $\frac{5}{8}$ " iron rod with I.D. cap "#18986" found at the North Quarter Corner of said section 7;

Thence, South 03 degrees, 26 minutes, 26 seconds East, a distance of 652.77 feet to a $\frac{5}{8}$ " iron rod with I.D. cap "ROWE" found.

Thence, South 86 degrees, 33 minutes, 40 seconds West, a distance of 529.99 feet to a $\frac{5}{8}$ " iron rod with I.D. cap "ROWE" found.

Thence, North 03 degrees, 26 minutes, 20 seconds West, a distance of 767.60 feet to a $\frac{5}{8}$ " iron rod with I.D. cap "ROWE 57954", and passing over a $\frac{5}{8}$ " iron rod with I.D. cap "ROWE 47954" at 662.94 feet.

Thence, along the arc of a curve to the left, having a radius of 1106.13 feet, a central angle of 03 degrees, 57 minutes, 22 seconds, a chord which bears South 79 degrees, 14 minutes, 30 seconds East 76.36 feet, an arc distance of 76.38 feet to a $\frac{5}{8}$ " iron rod with I.D. cap "ROWE 41921".

Thence, South 81 degrees, 13 minutes, 11 seconds East, a distance of 295.61 feet to a $\frac{5}{8}$ " iron rod with I.D. cap "Rowe 47954".

Thence, along the arc of a curve to the left, having a radius of 5633.13 feet, a central angle of 01 degrees, 43 minutes, 58 seconds, a chord which bears South 82 degrees, 05 minutes, 10 seconds East 170.37 feet, an arc distance of 170.38 feet to the PLACE OF BEGINNING. And containing 375,184 Square Feet (8.6130 Acres).

Tax Identification Number L20-95-701-050-00

EXHIBIT A-4: LEGAL DESCRIPTION

Facility Name: Lexington Facility

Situated in the City of Lexington, County of Fayette, State of Kentucky, and known as being all of Lot 2 as shown on the Final Record Plat of Tuscany Unit 6, Section 1 dated July 12, 2011, of record in Plat Cabinet N, Slide 801, in the Office of the Clerk of Fayette County, Kentucky.

Being a part of the property acquired by Haymaker Development Co., LLC, a Kentucky limited liability company by Deed dated June 20, 2011, of record in Deed Book 3014, Page 522, in the Office of the Clerk of Fayette County, Kentucky.



EXHIBIT A-5: LEGAL DESCRIPTION

Facility Name: Willard Facility

Leasehold interest in the following described property:

PARCEL A

Situated in the City of Willard, County of Huron and State of Ohio, and known as being, part of Great Lot 70, in Section 3, New Haven Township, Township – 1 – North, Range – 23 – West as described in a deed to The Sisters of Mercy of Willard, Ohio recorded in Volume 0550, Page 0827 of the Huron County Records.

Commencing at a iron rod in a monument box marking the northwesterly corner of Great Lot 70 and also marking the centerline intersection of State Route 99 (Conwell Avenue) and Fort Ball Road;

Thence South 01 degrees 37 minutes 40 seconds East along the westerly line of Great Lot 70 and the centerline of said State Route 99 and State Route 224 a distance of 991.37 feet to a nail marking the southwesterly corner of land now or formerly owned by Motel Sleepers, Inc as described in Huron County Deed Volume 434, Page 331, also known as the northwesterly corner of a lot split prepared for The Sisters of Mercy of Willard, Ohio as recorded in Huron County Deed Volume 643, Page 722 and referenced to Plat in the Huron County Map Department, Volume 29, Page 05;

Thence North 88 degrees 22 minutes 14 seconds East along said Motel Keepers southerly line a distance of 623.40 feet to a 5/8 inch iron pin found at the southeasterly corner thereof, passing a found 3/4 inch iron rod at 29.79 feet marking the easterly right-of-way of said Conwell Avenue;

Thence North 79 degrees 57 minutes 47 seconds East, along the northerly line of said Lot Split Parcel a distance of 193.70 feet to a 5/8 inch iron pin with cap stamped 'Mannik & Smith Group';

Thence South 01 degrees 39 minutes 48 seconds East along the easterly line of said Lot Split Parcel a distance of 565.41 feet to a 5/8 inch iron pin with cap stamped 'Mannik & Smith Group';

Thence South 89 degrees 06 minutes 23 seconds East a distance of 553.97 feet to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group' also known as the Principle Place of Beginning;

Course 1: Thence North 29 degrees 39 minutes 40 seconds West a distance of 40.44 feet to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 2: Thence North 09 degrees 47 minutes 51 seconds West a distance of 90.42 feet to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 3: Thence along a curve denoted C1, bearing to the right having a radius of 93.49 feet, arc length of 32.53 feet, chord length of 32.37 feet and a chord bearing of South 78 degrees 41 minutes 13 seconds West to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 4: Thence North 89 degrees 42 minutes 58 seconds West a distance of 114.59 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 5: Thence along a curve denoted C2, bearing to the right having a radius of 25.50 feet, arc length of 19.90 feet, chord length of 19.40 feet and a chord bearing of North 67 degrees 21 minutes 29 seconds West to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 6: Thence North 45 degrees 00 minutes 00 seconds West a distance of 241.87 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 7: Thence along a curve denoted C3, bearing to the right having a radius of 75.50 feet, arc length of 118.60 feet, chord length of 106.77 feet and a chord bearing of North 00 degrees 00 minutes 00 seconds East to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 8: Thence North 45 minutes 00 minutes 00 seconds East a distance of 232.34 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 9: Thence along a curve denoted C4, bearing to the right having a radius of 75.50 feet, arc length of 46.07 feet, chord length of 45.36 feet and a chord bearing of North 62 degrees 28 minutes 54 seconds East to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 10: Thence North 79 degrees 57 minutes 47 seconds East a distance of 213.54 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 11: Thence South 10 degrees 02 minutes 13 seconds East a distance of 32.84 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 12: Thence South 45 degrees 00 minutes 00 seconds West a distance of 11.94 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 13: Thence South 45 degrees 00 minutes 00 seconds East a distance of 41.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 14: Thence South 05 degrees 31 minutes 17 seconds East a distance of 94.28 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 15: Thence North 90 degrees 00 minutes 00 seconds East a distance of 6.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 16: Thence South 45 degrees 00 minutes 00 seconds East a distance of 12.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 17: Thence North 90 degrees 00 minutes 00 seconds East a distance of 120.86 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 18: Thence South 43 degrees 57 minutes 58 seconds East a distance of 18.58 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 19: Thence South 46 degrees 02 minutes 02 seconds West a distance of 12.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 20: Thence North 43 degrees 57 minutes 58 seconds West a distance of 13.49 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 21: Thence North 90 degrees 00 minutes 00 seconds West a distance of 115.77 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 22: Thence South 45 degrees 00 minutes 00 seconds West a distance of 12.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 23: Thence North 90 degrees 00 minutes 00 seconds West a distance of 6.00 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 24: Thence South 00 degrees 23 minutes 35 seconds West a distance of 86.75 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 25: Thence South 46 degrees 02 minutes 02 seconds West a distance of 86.38 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 26: Thence South 00 degrees 00 minutes 00 seconds East a distance of 81.17 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 27: Thence South 09 degrees 47 minutes 51 seconds East a distance of 125.62 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 28: Thence South 43 degrees 57 minutes 58 seconds East a distance of 33.10 feet a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group';

Course 29: Thence South 01 degrees 01 minutes 36 seconds West a distance of 425.34 feet to a 5/8 inch iron pin set with cap stamped 'Mannik & Smith Group' on the Northerly Line of Neal Zick Road (60' wide);

Course 30: Thence along said Northerly Line North 88 degrees 58 minutes 24 seconds West a distance of 60.00 feet to a 5/8 inch iron pin with cap stamped 'Mannik & Smith Group';

Course 31: Thence North 01 degrees 01 minutes 36 seconds East a distance of 366.15 feet to the point of beginning.

Containing an area of 4.6757 Acres of land based on the survey for the Sisters of Mercy of Willard, Ohio as recorded in Volume 0550, Page 0827 and Volume 643, Page 722 of the Huron County Records, be the same more or less but subject to all legal highways and easements of record. Bearings are to an assumed meridian being the centerline of State Route 224, South 01 degrees 37 minutes 40 seconds East and are used to denote angles only.

Greg L. Schunck, Professional Surveyor No. 8374

PARCEL B

TOGETHER WITH the easements as contained in that certain Declarations of Easements by and between Health Care REIT, Inc., Ground Lessee and The Sisters of Mercy of Willard, Ohio, Hospital.

PARCEL C

TOGETHER WITH the permanent utility easement as contained in that certain Legal Description of Permanent Utility Easements granted by Motel Sleepers, Inc. to the City of Willard, recorded March 3, 1999 in Volume 0007, Page 767 of the Huron County Records.

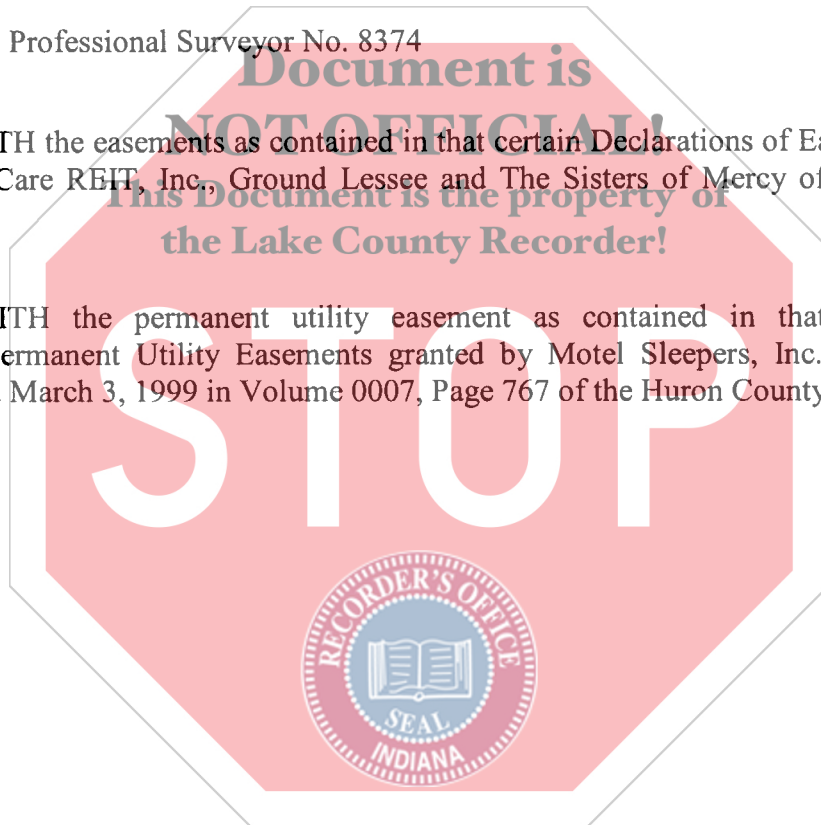


EXHIBIT A-6: LEGAL DESCRIPTION

Facility Name: Grand Blanc Facility

Parcel A-1

Part of the Northeast $\frac{1}{4}$ of Section 35, Town 6 North, Range 7 East, Township of Grand Blanc, Genesee County, Michigan, described as beginning at a point of the North line of Section 35 distant North 89 degrees 50' 05" West 1076.16 feet from the Northeast corner of Section 35, and proceeding thence South 00 deg 07' 12" West 577.50 feet; thence North 89 degrees 50' 05" West 355.33 feet; thence North 01 deg 26' 20" West 577.73 feet; thence along the North line of Section 35 South 89 deg 50' 05" East 371.05 feet to the point of beginning.

Parcel A-2

Part of the Northeast $\frac{1}{4}$ of Section 35, Town 6 North, Range 7 East, Township of Grand Blanc, Genesee County, Michigan, described as beginning at a point of the North line of Section 35 distant North 89 degrees 50' 05" West 1447.21 feet from the Northeast corner of Section 35, and proceeding thence South 01 deg 26' 20" East 577.73 feet; thence North 89 degrees 50' 05" West 262.50 feet; thence North 01 deg 26' 20" West 577.73 feet; thence along the North line of Section 35 South 89 deg 50' 05" East 262.50 feet to the point of beginning.

Described on Survey and Tax Roll as follows:

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 35, Town 6 North, Range 7 East, Township of Grand Blanc, Genesee County, Michigan more particularly described as: Commencing at the Northeast corner of said Section 35; thence North 89 deg 50' 05" West along North line of said Section 35, 1076.16 feet to the point of beginning; thence from said point of beginning South 00 deg 07' 12" West along West line of Braemoor Subdivision as recorded in Liber 64 of Plats, Page 19, Genesee County Records, 577.50 feet; thence North 89 deg 50' 05" West 617.83 feet; thence North 01 deg 26' 20" West 577.73 feet (577.50 feet recorded) to a point on the North line of said Section 35; thence South 89 deg 50' 05" East along said North line of said Section 35, 633.55 feet to the point of beginning.



EXHIBIT A-7: LEGAL DESCRIPTION

Facility Name: Maumee Facility

Lot number One (1) in Lakeside East, a subdivision in Monclova Township, Lucas County, Ohio recorded as Official Record No. 20110920-0038086.

