

# **Certificate of Need Application for Missouri Healthcare Facilities Review Committee**

**Project: Levering Regional Health Center  
Conversion of 179 SNF Beds to 179 RCF Beds**



**Levering Regional Health Care Center  
Hannibal, MO**

**Project #6129 RS**



Project Name: \_\_\_\_\_ Project No: \_\_\_\_\_

Project Description: \_\_\_\_\_

Done Page N/A Description

**Divider I. Application Summary:**

1. Applicant Identification and Certification (Form MO 580-1861)
2. Representative Registration (From MO 580-1869)
3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.
5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.
6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.
7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.
8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.

**Divider II. Proposal Description:**

1. Provide a complete detailed project description.
2. Provide a timeline of events for the project, from CON issuance through project completion.
3. Provide a legible city or county map showing the exact location of the proposed facility.
4. Provide a site plan for the proposed project.
5. Provide preliminary schematic drawings for the proposed project.
6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.
7. Provide the proposed square footage.
8. Document ownership of the project site, or provide an option to purchase.
9. Define the community to be served.
10. Provide 2025 population projections for the 15-mile radius service area.
11. Identify specific community problems or unmet needs the proposal would address.
12. Provide historical utilization for each of the past three (3) **FULL** years and utilization projections through the first three (3) **FULL** years of operation of the new LTC beds.
13. Provide the methods and assumptions used to project utilization.
14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
15. Provide copies of any petitions, letters of support or opposition received.
16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.
17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.

**Divider III. Service Specific Criteria and Standards:**

1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.
2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.
3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.
4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.
5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.
6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

**Divider IV. Financial Feasibility Review Criteria and Standards:**

1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
4. Document how patient charges are derived.
5. Document responsiveness to the needs of the medically indigent.
6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?
7. For an existing skilled nursing or intermediate care facility, what percentage of your admissions are Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission.

## Divider I. Application Summary:

1. Applicant Identification and Certification(Form MO 580-1861)

Please see attachment.

2. Representative Registration (Form MO 580-1869)

Please see attachment.

3. Proposed Project Budget (Form MO 580-1863) and details sheet.

Please see attachment.

4. Documentation of Ability to do Business in Missouri.

General Information	Filings	Principal Office Address	Contact(s)
Name(s)	LEVERING REGIONAL HEALTH CARE CENTER, L.L.C.	Principal Office Address	1869 Craig Park Court St. Louis, MO 63146
Type	Limited Liability Company	Charter No.	LC0003348
Domesticity	Domestic	Home State	MO
Registered Agent	Robert J Craddick 1869 Craig Park Court St Louis, MO 63146	Status	Active
Date Formed	4/11/1995		
Duration	12/31/2055		

5. Revocation of License in Last 5 Years?

The RCF portion and license has not had any licensure revocations within the last five (5) years. The SNF portion of the facility has had licensure issues within the last five (5) years due to issues within that category of beds and the required care.

6. Name and Address of Revoked License?

Levering Regional Health Center, 1734 Market Stret, Hannibal, MO, 63401 (but only the SNF license and NPI).

7. Revocation of Medicare/Medicaid Certification in Last 5 Years?

Same as above—only the SNF portion.

8. Name and Address of Revoked Certification?

Levering Regional Health Center, 1734 Market Stret, Hannibal, MO, 63401 (but only the SNF license and NPI).

**DIVIDER I: ATTACHMENTS**



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the Letter of Intent for this project, without exception.

1. Project Location (Attach additional pages as necessary to identify multiple project sites.)

Table with 2 columns: Title of Proposed Project, Project Number, Project Address, County

2. Applicant Identification (Information must agree with previously submitted Letter of Intent.)

Table with 3 columns: List All Owner(s), Address, Telephone Number; List All Operator(s), Address, Telephone Number

3. Ownership (Check applicable category.)

- Nonprofit Corporation, Individual, City, District, Partnership, Corporation, County, Other

4. Certification

In submitting this project application, the applicant understands that:

- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Table with 3 columns: Name of Contact Person, Title, Telephone Number, Fax Number, E-mail Address, Signature of Contact Person, Date of Signature



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name Number

(Please type or print legibly.)

Name of Representative Title

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Telephone Number

Address (Street/City/State/Zip Code)

Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented Telephone Number

Address (Street/City/State/Zip Code)

Check one. Do you:

- Support
Oppose
Neutral

Relationship to Project:

- None
Employee
Legal Counsel
Consultant
Lobbyist
Other (explain):

Other Information:

Blank lines for other information

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

Original Signature Date



Certificate of Need Program

**PROPOSED PROJECT BUDGET**

**Description**

**Dollars**

**COSTS:\***

*(Fill in every line, even if the amount is "\$0".)*

- 1. New Construction Costs \*\*\* \_\_\_\_\_
- 2. Renovation Costs \*\*\* \_\_\_\_\_
- 3. Subtotal Construction Costs (#1 plus #2)** \_\_\_\_\_
- 4. Architectural/Engineering Fees \_\_\_\_\_
- 5. Other Equipment (not in construction contract) \_\_\_\_\_
- 6. Major Medical Equipment \_\_\_\_\_
- 7. Land Acquisition Costs \*\*\* \_\_\_\_\_
- 8. Consultants' Fees/Legal Fees \*\*\* \_\_\_\_\_
- 9. Interest During Construction (net of interest earned) \*\*\* \_\_\_\_\_
- 10. Other Costs \*\*\* \_\_\_\_\_
- 11. Subtotal Non-Construction Costs** (sum of #4 through #10) \_\_\_\_\_
- 12. Total Project Development Costs** (#3 plus #11) \_\_\_\_\_ **\*\***

**FINANCING:**

- 13. Unrestricted Funds \_\_\_\_\_
- 14. Bonds \_\_\_\_\_
- 15. Loans \_\_\_\_\_
- 16. Other Methods (specify) \_\_\_\_\_
- 17. Total Project Financing** (sum of #13 through #16) \_\_\_\_\_ **\*\***

18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	_____
21. Renovated Space Costs Per Square Foot *****	_____

\* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.



## Divider II. Proposal Description:

1. Provide a complete detailed project description and include equipment bid quotes.

Levering Regional Health Care Center currently has 35 RCF beds and 179 SNF beds in its facility in Hannibal, Missouri. Levering seeks to convert its 179 SNF beds to 179 RCF beds.

Importantly, Levering provides special services for a unique population. There is an extraordinary need, both in its service area and across the state, for behavioral health care, and Levering seeks to adapt to that need.

2. Provide a timeline of events for the project, from CON issuance through project completion.

The facility will be prepared to convert immediately, upon licensure approval.

3. Provide a legible city or county map showing the exact location of the project.

See attached map from BVS.

4. Provide a Site Plan.

No new facility or construction is being undertaken since last CON approval. Therefore, no additional site plan was conducted for this project.

5. Provide Preliminary Schematics for Proposed Project

See the attached.

6. Provide Evidence that Architectural Plans Have Been Submitted to DHSS.

See the attached.

7. Provide the Square Footage of the Project.

95,118 square feet.

8. Document Site Control.

See Attachment II.8, HUD Master Lease and Amendments.

9. Define the Community to be Served.

The target service population is the greater Hannibal region, including the 15-mile radius of the facility, see Attachment II.9, 1734 Market Street Radius Map with City and Zip.

10. Provide 2025 Population Projections for Radius.

See Attachment II.10 (a), 1734 Market Street Worksheet, and Attachment II.10(b), Levering – 1734 Market Street Population Worksheet.

11. Identify specific community problems or unmet needs the proposal would address.

There remains a need for behavioral health beds, both in the radius, and around the state. Approving the conversion of these beds would help address some of that critical need.

12. Provide Historic Utilization for last three (3) Years.

See Attachment II.12, Form 1865.

13. Provide the Methods and Assumptions Used to Project Utilization.

Assumptions are made based on Levering's experience in the industry and its history in the greater Hannibal region.

14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.

The conversion from skilled nursing to residential care allows for the care of behavioral health residents. These critical services are necessary and important, and Levering seeks to convert its beds in response to this growing demand.

15. Provide Copies of Letters in Support or Opposition.

None at this time, but we are awaiting final signed letters in support.

16. Provide Proof of Public Notice via Newspaper Advertisement.

See Attachment II.14, Newspaper Advertisement.

17. Provide Proof of Public Notice via Letters to All Facilities Within Radius

See attached letters, labeled as Attachment II.17.

**DIVIDER II: ATTACHMENTS**

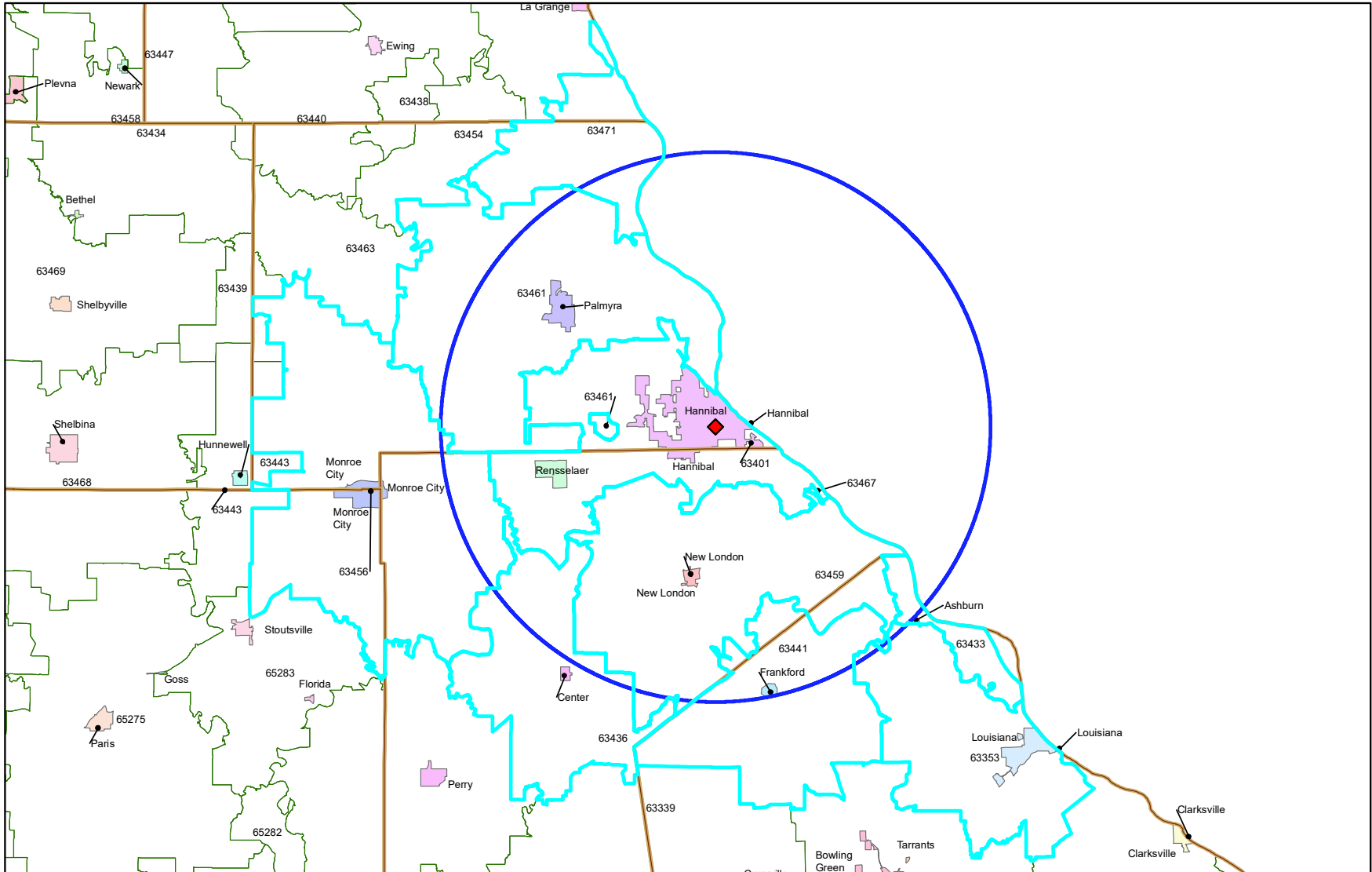


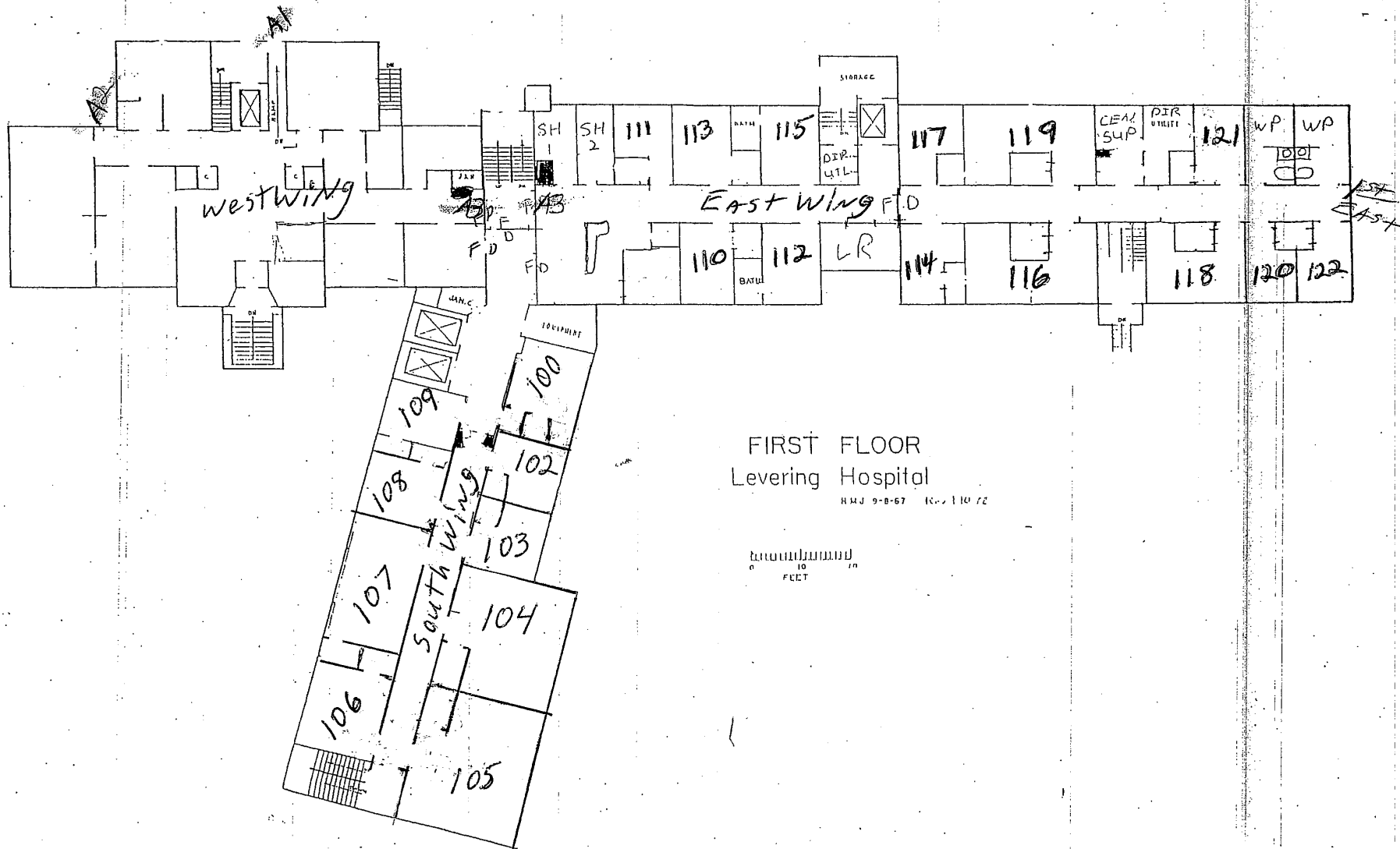
# CON 15 Mile Radius

1734 Market Street

Hannibal, MO 63401

(Lat: 39.702532 & Long: -91.371287)

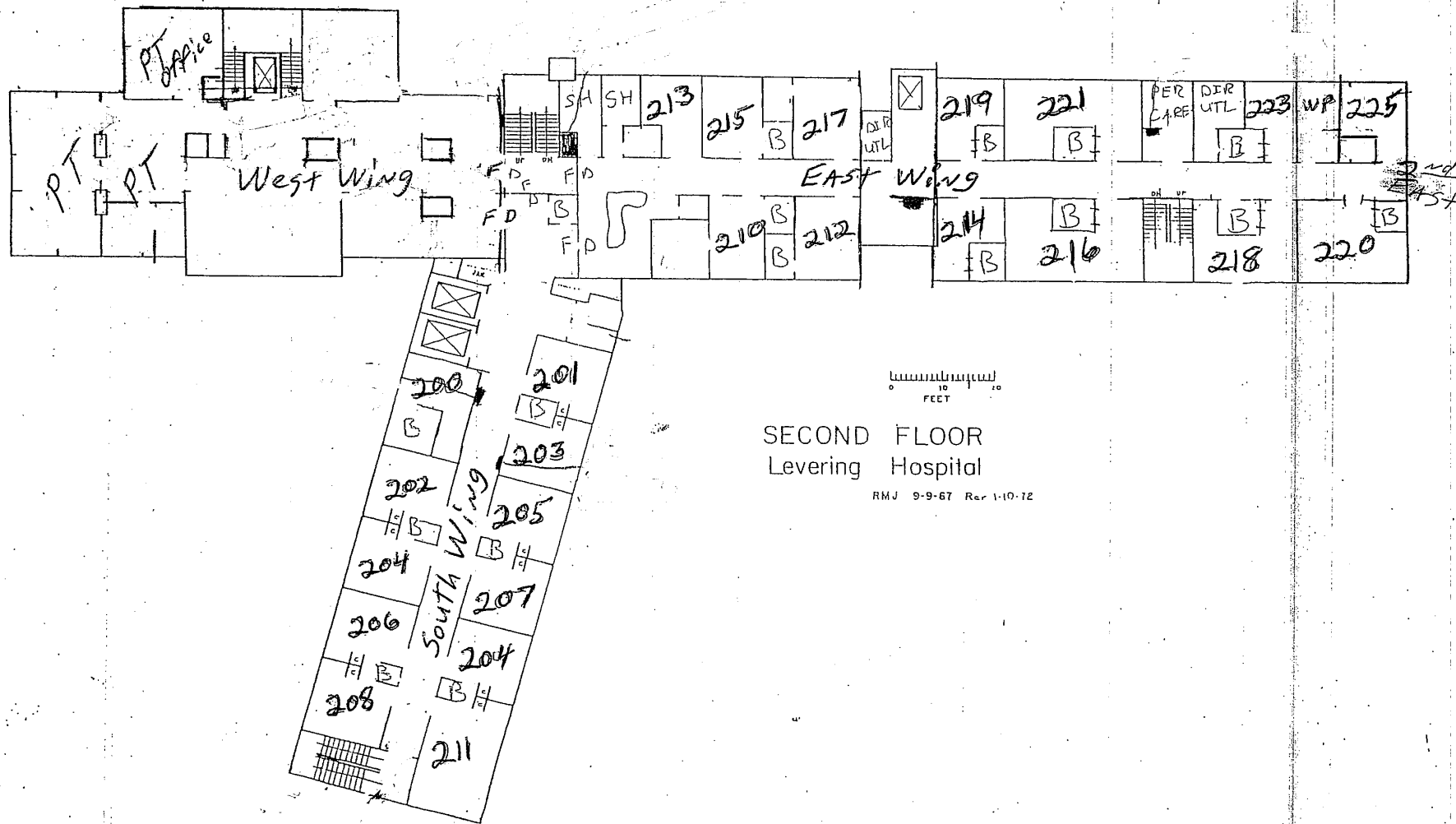




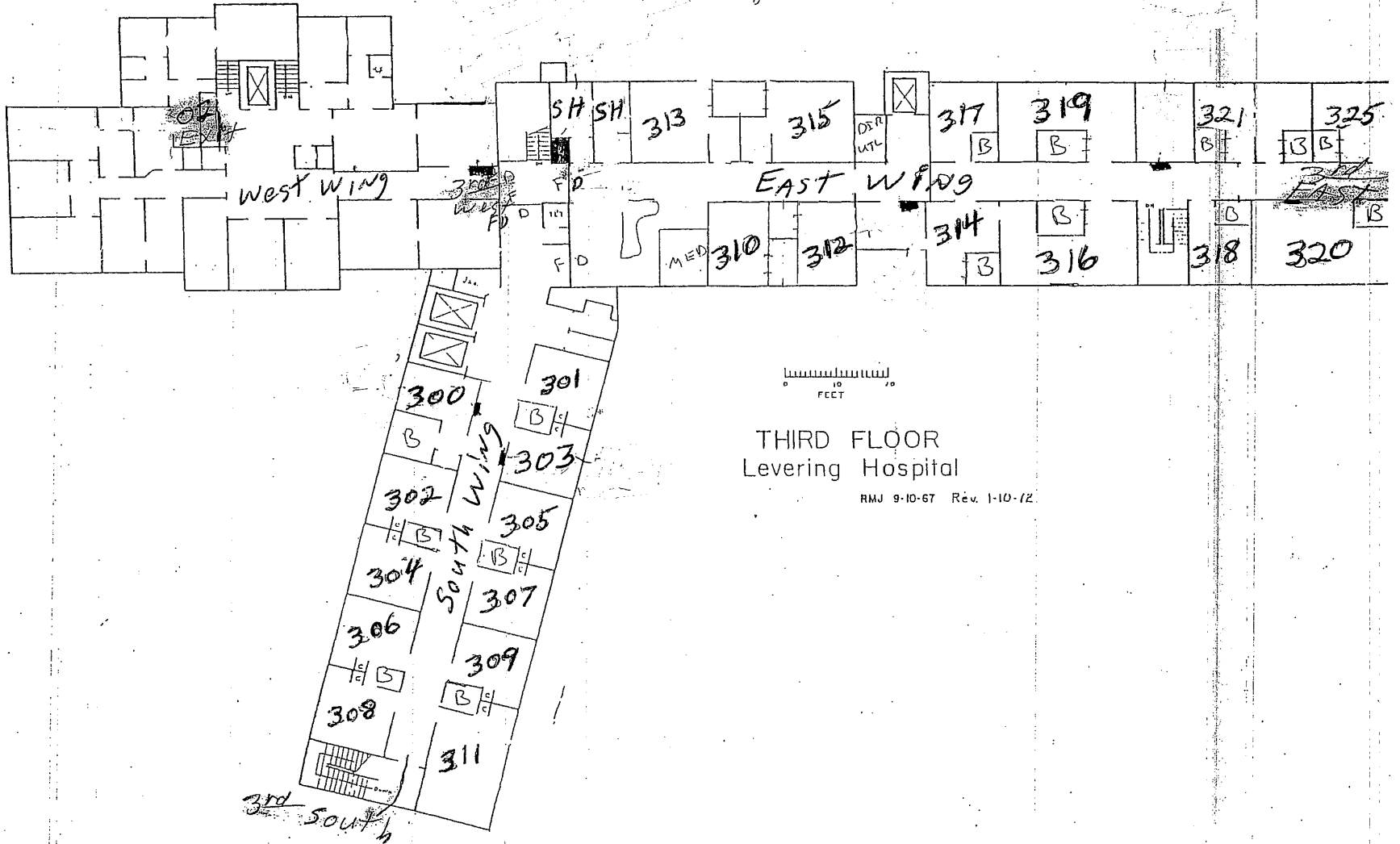
FIRST FLOOR  
Levering Hospital

RMJ 9-8-67 10-11-72





SECOND FLOOR  
 Levering Hospital  
 RMJ 9-9-67 Rev 1-10-72



THIRD FLOOR  
Levering Hospital

RMJ 9-10-67 Rev. 1-10-72





PROPOSED CONCEPT PLAN  
 MASTER PLAN

LEANING REGIONAL HEALTH CARE CENTER

HANNIBAL, MISSOURI

RENOVATION: 1180 SF  
 NEW CONST.: 850 SF

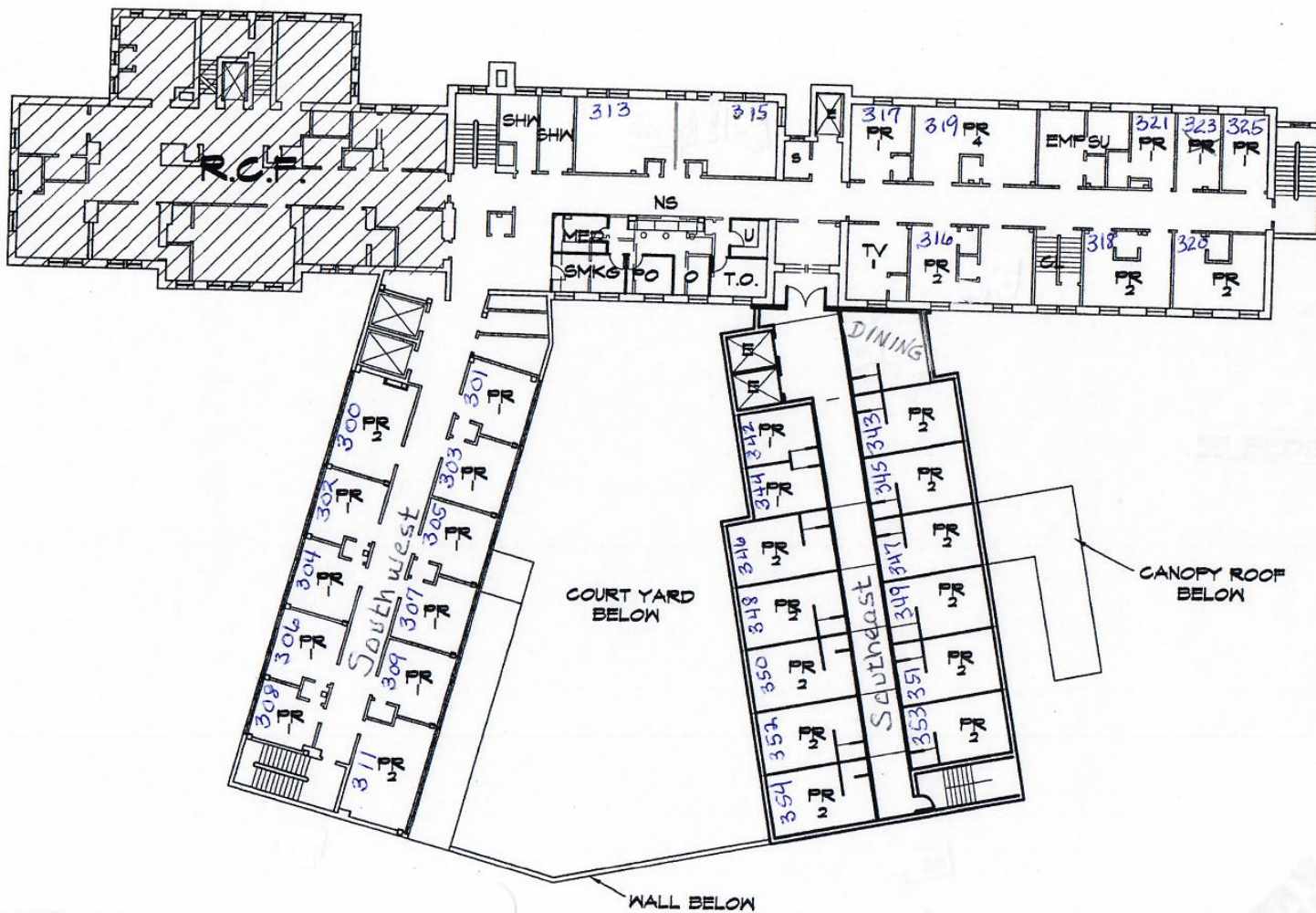
FIRST FLOOR PLAN

1/32" = 1'-0"



architect  
 1001 S. MAIN ST.  
 HANNIBAL, MO 63401  
 TEL: 573-221-1111  
 FAX: 573-221-1112  
 WWW.ARTISTARCHITECT.COM





PROPOSED CONCEPT PLAN  
 MASTER PLAN

LEVERING REGIONAL HEALTH CARE CENTER

HANNIBAL, MISSOURI

RENOVATION: 1,189 SF  
 NEW CONSL: 3,811 SF

**THIRD FLOOR PLAN**  
 1/32" = 1'-0"



PETER W. FAIRCLOD  
 ARCHITECT  
 1015 S. 10TH ST.  
 ST. LOUIS, MO 63104  
 TEL: 314.241.1100  
 FAX: 314.241.1102  
 WWW.PETERWFAIRCLOD.COM

## Tanya Stuart

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**From:** Brandon M. Hall  
**Sent:** Friday, September 6, 2024 2:51 PM  
**To:** Tanya Stuart  
**Subject:** Levering proof of submission to dhss

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### Submission of Plans for Levering - SNF to RCF Conversion - CON Project # 6129 RS [



Brandon M. Hall

To  DHSS, ECU

Cc  East, David;  Tanya Stuart

Bcc  34858\_9\_Reliant Care Management Company\_L\_L\_C\_ Levering Regional Health Care\_Email\_Reliant Care Manag



Good afternoon, David, and team,

Attached, please find the floor plan and site plan for Levering Regional Health Center, for its planned conversion from SNF. (Attachment #2) are both attached.

Please let me know if you have any questions, concerns, or if there is anything else I can provide.

Best regards,



Armstrong Teasdale LLP

Brandon M. Hall | Associate Attorney | Corporate Services Group

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Armstrong Teasdale LLP

Brandon M. Hall | Associate Attorney | Corporate Services Group  
7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105-1847  
MAIN PHONE: 314.621.5070 | MAIN FAX: 314.621.5065  
DIRECT: 314.342.8092 | Extension: 7492 | CELL: 518.727.8805  
Bhall@atllp.com  
www.armstrongteasdale.com

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Please consider the environment before printing this email.

## SIXTH AMENDMENT TO HUD FACILITIES MASTER LEASE

This SIXTH AMENDMENT TO HUD FACILITIES MASTER LEASE (“Sixth Amendment”) is entered into as of the 23 day of May, 2022, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a “Facility Landlord”, and collectively, “Current Landlords”), the entity set forth and so designated on Schedule A, attached hereto and made a part hereof (“New Facility Landlord”, and New Facility Landlord, collectively with Current Landlords, (the “Landlords”), and TLG III, L.L.P., a Missouri limited liability partnership (the “Master Tenant”).

WHEREAS, Landlords and Master Tenant are parties to that certain HUD Facilities Master Lease, dated as of October 30, 2012, as amended by that certain First Amendment to HUD Facilities Master Lease, dated as of April 1, 2013, and as further amended by that certain Second Amendment to HUD Facilities Master Lease, dated as of December 23, 2013, and as further amended by that certain Third Amendment to HUD Facilities Master Lease, dated as of September 28, 2018, and further amended by that certain Fourth Amendment to HUD facilities Master Lease, dated as of July 29, 2021, and further amended by that certain Fifth Amendment to HUD Facilities Master Lease, dated as of September 27, 2021 (collectively, the “Master Lease”), pursuant to which, Current Landlords agreed to lease to Master Tenant and Master Tenant agreed to lease from Current Landlords, certain real property and the buildings and improvements thereon, each identified more under the column “Facility” on Schedule A, each of which real property owned by the applicable Facility Landlord is more particularly described in Exhibits 1 through 6 attached hereto and made a part hereof; and

WHEREAS, New Facility Landlord is the owner of the real property, improvements, certificates of need and personal property constituting the long-term care facility identified opposite the name of the applicable New Facility Landlord under the column “Facility” and designated New Landlord on Schedule A, of which real property owned by such New Facility Landlord is more particularly described on Exhibit 6 attached hereto and made a part hereof (the Facilities described in Exhibits 1 through 6, collectively, together with the property and rights described herein, individually, a “Real Property” and collectively, “Real Properties”), upon which certain buildings and improvements have been erected (individually, a “Facility”, and collectively, the “Facilities”) (the Real Properties and Facilities, collectively, the “Demised Premises”); and

WHEREAS, the New Facility Landlord is refinancing the Real Property owned by such New Facility Landlord with a loan from NewPoint Real Estate Capital LLC, a Michigan limited liability company (“Mortgagee”) to be insured by the U.S. Department of Housing and Urban Development Federal Housing Administration (“HUD”) under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (a “New HUD Loan” and collectively, the “HUD Loans”). The provisions under this Amendment that require approval of the Federal Housing Commissioner (the “Commissioner”) shall apply so long as a New HUD Loan shall be outstanding. In connection with a New HUD Loan secured by a New Facility owned by a New Facility Landlord, such applicable New Facility Landlord who is the Borrower under the applicable New HUD Loan will be entering into a HUD Regulatory Agreement for Multifamily

Housing Projects (the “Mortgagor Regulatory Agreement(s)”) with the Commissioner, and will be securing such New HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with New HUD Loan, Master Tenant (and each of the Subtenants, as defined below) will be entering into a Regulatory Agreement Nursing Homes with the Commissioner (the “Lessee Regulatory Agreement(s)”, and together with the Mortgagor Regulatory Agreement(s), the “Regulatory Agreements”). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the New HUD Loans as amended, modified, supplemented, and/or restated from time to time, are referred to herein as the “New HUD Loan Documents”. In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreement, the terms of the Lessee Regulatory Agreement shall control. This Master Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

WHEREAS, the parties hereto desire to amend the Master Lease as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlords and Master Tenant hereby agree as follows:

1. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Master Lease shall remain in full force and the Master Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.

2. Joinder. New Facility Landlord hereby joins the Master Lease as a Landlord and agrees to be bound thereby and each Current Landlord and Master Tenant hereby consent and agree to such joinder. New Facility Landlord’s Real Property is added to the Leased Premises under the Master Lease.

3. Schedules and Exhibits.

a. Schedule A is hereby replaced in its entirety and attached hereto.

b. Schedule B is hereby replaced in its entirety and attached hereto.

c. Schedule D is hereby replaced in its entirety and attached hereto.

d. Exhibit 6 is hereby added to the Master Lease and attached hereto and along with Exhibits 1 through 6 constitute the Real Properties.

4. All References to Exhibits attached to the Master Lease. All references to “Exhibits” in the Master Lease are hereby replaced with “Exhibits 1 through 6.”

5. Counterparts. This Sixth Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

*Remainder of this page left intentionally blank. Signature page follows.*

FACILITY LANDLORD SIGNATURE PAGE  
FOR  
SIXTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned have executed and delivered this Sixth Amendment to HUD Facilities Master Lease as of the date first above set forth.

LANDLORDS:

**BKY PROPERTIES, INC.**, a Missouri corporation;  
**BKY PROPERTIES VIBURNUM LLC**, a Missouri limited liability company;  
**CLINTON CARE ASSOCIATES, L.L.C.**, a Missouri limited liability company;  
**LEVERING ASSOCIATES, L.L.C.**, a Missouri limited liability company; and  
**KC MANOR ASSOCIATES, L.L.C.**, a Missouri limited liability company.

By: Richard J. DeStefano  
Name: Richard J. DeStefano  
*As President of each of the above entities intending to legally bind each of such entities by this signature in such capacity*

**HERITAGE PARK ASSOCIATES, L.P.**, a Missouri limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By: Richard J. DeStefano  
Name: Richard J. DeStefano  
Its: President

[SIGNATURE PAGES CONTINUE]



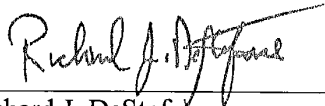
MASTER TENANT SIGNATURE PAGE  
FOR  
SIXTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned has executed and delivered this Sixth Amendment to HUD Facilities Master Lease as of the date first above set forth.

MASTER TENANT:

TLG III, L.L.P.,  
a Missouri limited liability partnership

By: RCG Inc., a Missouri corporation,  
its General Partner

By:   
Name: Richard J. DeStefano  
Its: President

**SCHEDULE A TO HUD FACILITIES MASTER LEASE**

**Current Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM NEWPOINT REAL ESTATE CAPITAL LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$10,401,5000.00
Heritage Park Associates, L.P.	Heritage Care Center of Berkeley	\$4,384,100.00
Clinton Care Associates, L.L.C.	Nick's Health Care Center	\$4,574,100.00

**New Landlord**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM NEWPOINT REAL ESTATE CAPITAL LLC</b>
KC Manor Associates, L.L.C.	Parkway Health Care Center	\$3,624,000.00

## SCHEDULE B TO HUD FACILITIES MASTER LEASE

### BASE RENTS

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a Healthcare Facility Note dated as of July 29, 2021, in the original principal amount of \$10,401,500.00 payable by NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43105 and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Heritage Care Center of Berkeley, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a Healthcare Facility Note dated as of July 29, 2021, in the original principal amount of \$4,384,100.00 payable by Tenant to NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22099; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Nick's Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of September 27, 2021, in the original principal amount of \$4,574,100.00 payable by Tenant to NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22081; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Parkway Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of May \_\_, 2022, in the original principal amount of \$3,624,000.00 payable by Tenant to NewPoint Real Estate Capital LLC ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22093; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

**SCHEDULE D TO HUD FACILITIES MASTER LEASE**

**SUBTENANTS**

<b><u>LEASED PREMISES</u></b>	<b><u>SUBTENANT</u></b>
Westview Nursing Home	MMA Healthcare of Center, Inc.
Stonecrest Healthcare	MMA Healthcare of Viburnum, Inc.
Levering Regional Health Care Center	Levering Regional Health Care Center, L.L.C.
Heritage Care Center of Berkeley	Heritage Care Center of Berkeley, L.L.C.
Nick's Health Care Center	Nick's Health Care Center, L.L.C.
Parkway Health Care Center	Parkway Health Care Center, L.L.C.

**EXHIBIT 1**

**MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home**

**(Legal Description)**

A tract of land being part of Division One (1) of Flowerree Heirs' Partition of the North Half (N-1/2) of Section Thirty-Five (35), Township Fifty-Five (55) North, Range Six (6) West of the Fifth Principal Meridian, City of Center, Ralls County, Missouri, and being more fully described as follows, to-wit: Beginning at the Southwest corner of said Division One (1); thence North 00 degrees 00 minutes 32 seconds West a distance of 258.44 feet along the West line of said Division One (1) to the Southerly right-of-way of Missouri State Route CC and a 5/8 inch rebar set, a found iron pin bears North 22 degrees 56 minutes 45 seconds East a distance of 1/43 feet from the above described corner; thence along said Southerly right-of-way the following 5 courses, South 88 degrees 43 minutes 40 seconds East a distance of 16.32 feet to a 5/8 inch rebar set; thence South 88 degrees 01 minutes 11 seconds East a distance of 226.60 feet to a 5/8 inch rebar set; thence South 88 degrees 05 minutes 04 seconds East a distance of 173.49 feet to a 5/8 inch rebar set; thence North 88 degrees 19 minutes 35 seconds East a distance of 100.12 feet to a found iron pin; thence South 88 degrees 41 minutes 22 seconds East a distance of 125.27 feet to a found iron pin; thence leaving said Southerly right-of-way South 00 degrees 00 minutes 32 seconds East a distance of 260.74 feet to the North right-of-way line of Ely Street and a found iron pin; thence North 88 degrees 33 minutes 02 seconds West along said North right-of-way a distance of 641.77 feet to the point of beginning, containing 3.79 acres, more or less, and being subject to and having the benefit of any easements, rights-of-way and restrictions now of record or not of record.

## EXHIBIT 2

### MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare

#### (Legal Description)

A tract of land which is fractional part of the Southwest quarter of the Northeast quarter of Section 27, Township 35 North, Range 2 West, Iron County, Missouri, more particularly described as follows: Commencing at the Southern corner of the Northeast quarter of Section 27, Township 35 North, Range 2 West; thence North 72 degrees 23 minutes 24 seconds West, 2,034.84 feet to the Northwest corner of Lot 45, Block 33, of the Sixth Addition in the Town of Viburnum, Missouri, a point on the East right of way of Missouri State Highway "Y" and the True Point of Beginning; thence along the North line of said Block 35 of the Sixth Addition South 87 degrees 59 minutes 31 seconds East (recorded South 87 degrees 48 ½ minutes East) 353.56 feet; thence continuing North 55 degrees 07 minutes 59 seconds East (recorded North 55 degrees 19 minutes East) 312.77 feet; thence departing said North line of Block 33, North 0 degrees 34 minutes 20 seconds East 269.93 feet to a point being the Northeast corner of herein described tract said point also being the Southeast corner of a 0.86 acre tract of land conveyed by The Doe Run Company to Richard C. Williamson and Ruth Ann Williamson, his wife, by Special Warranty Deed dated the 9<sup>th</sup> day of October, 1989; thence along the South line of said 0.86 acre tract of land South 90 degrees 00 minutes 00 seconds West, 633.27 feet (recorded 623.23 feet) to the East right of way of Missouri State Highway "Y"; thence along said East right of way South 9 degrees 33 minutes 31 seconds West , 30.87 feet; thence on a curve an arc length of 295.21 feet (recorded 1,462.4 feet); thence continuing South 2 degrees 00 minutes 29 seconds West, 111.89 feet to the Northwest corner of Lot 45, Block 33, Sixth Addition to the Town of Viburnum and to the True Point of Beginning, said tract containing 5.71 acres, more or less.

NOTE: The above mentioned Lot 45, Block 33 of the Sixth Addition, Town of Viburnum, is shown on a plat of the Sixth Addition recorded in Plat Book 4 at page 47, in the Recorder's Office of Iron County, Missouri.

Subject to: deed restrictions, casements, rights-of-way of record, and zoning regulations.

Locator number 372174



**EXHIBIT 3**

**Levering Regional Health Care Center, L.L.C.**

**(Legal Description)**

A Tract of land being all of Lots 2, 3, 9, 11 thru 16 and part of Lots 1, 4 and 17 in Block 1 of Griffith's Addition to the City of Hannibal, Marion County, Missouri and being more fully described as follows, to-wit:

Beginning at the Southwest corner of Lot 9 and the True Point of Beginning; thence North 14 degrees 45 minutes 22 seconds West along the Easterly Right-of-Way line of Dowling Street a distance of 215.38 feet; thence leaving said Easterly Right-of-Way line North 56 degrees 52 minutes 04 seconds East a distance of 22.52 feet; thence North 38 degrees 37 minutes 08 seconds East a distance of 19.78 feet; thence North 26 degrees 59 minutes 15 seconds East a distance of 16.52 feet; thence North 75 degrees 14 minutes 12 seconds East a distance of 79.27 feet to a found iron pin; thence North 12 degrees 12 minutes 46 seconds West a distance of 30.80 feet to a found iron pin; thence North 74 degrees 54 minutes 23 seconds East a distance of 52.60 feet to a found iron pin; thence South 11 degrees 38 minutes 42 seconds East a distance of 31.05 feet to a found iron pin on the North line of a vacated 16 foot wide Alley; thence North 78 degrees 30 minutes 28 seconds East along the North line of said vacated 16 foot wide Alley a distance of 148.04 feet; thence leaving said North line North 06 degrees 36 minutes 09 seconds West along a line 12 feet East of and parallel with the West line of said Lot 4 a distance of 163.18 feet to a cut "X" on the Southerly Right-of-Way line of Broadway Street; thence North 89 degrees 47 minutes 23 seconds East along the Southerly Right-of-Way line of said Broadway Street a distance of 110.73 feet to a found cut "X" on the Westerly Right-of-Way line of Houston Street; thence South 00 degrees 05 minutes 39 seconds West along said Westerly Right-of-Way line a distance of 305.65 feet to a found cut "X" on the Northerly Right-of-Way line of Market Street; thence leaving the Westerly Right-of-Way line of said Houston Street South 63 degrees 50 minutes 35 seconds West along the Northerly Right-of-Way line of said Market Street a distance of 387.24 feet to the True Point of Beginning.

#### EXHIBIT 4

#### Heritage Care Center of Berkeley, L.L.C.

#### (Legal Description)

A tract of land being part of Lot 2 of "Amoco Hanley Subdivision", according to the plat thereof recorded in Plat Book 290, Page 98 of the St. Louis County Records, situated in U.S. Survey 3082 Township 46 North, Range 6 East, in the City of Berkeley, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Weldon Avenue, (as established by City of Berkeley Ordinance Number 2802, forty feet wide) at the Southwestern corner of Lot 1 of said Subdivision, thence along said Northern line, South 78° 41' 52" West, a distance of 313.18 feet to a point on the Eastern line of Lot 1 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North 11° 59' 20" West, a distance of 12.50 feet to a point; thence continuing along the Northern line of Weldon Avenue, South 78° 41' 52" West, a distance of 276.65 feet to a point; thence North 10° 18' 16" West, a distance of 229.71 feet to a point; thence North 78° 58' 45" East, a distance of 100.00 feet to a point; thence North 11° 01' 15" West, a distance of 20.00 feet to a point on the Southern line of vacated Annie Avenue (twenty feet wide); thence along said Southern Line, North 78° 58' 45" East, a distance of 169.57 feet to a point on the Eastern line of Lot 2 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North 11° 59' 20" West, a distance of 76.52 feet to a point on the Southern line of a tract of land conveyed to the Bi-State Development Agency by Deed recorded in Book 8771, Page 2232 of the St. Louis County Records; thence along said Southern line, South 86° 03' 16" East, a distance of 100.42 feet to a point; thence South 69° 07' 39" East, a distance of 260.33 feet to a point on the Western line of Lot 1 of "Amoco Hanley Subdivision", as aforementioned; thence along the line between Lots 1 and 2, South 11° 18' 08" East, a distance of 172.33 feet to the point of beginning.

**EXHIBIT 5**

**Nick's Health Care Center, L.L.C.**

**(Legal Description)**

PART OF A TRACT IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 31 WEST, CLINTON COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 58.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 116, AND THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1397.69 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 265.00 FEET; THENCE SOUTH 06 DEGREES 18 MINUTES 45 SECONDS WEST, 458.00 FEET; THENCE SOUTH 03 DEGREES 57 MINUTES 10 SECONDS WEST, 229.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, 139.26 FEET; THENCE SOUTH 08 DEGREES 23 MINUTES 21 SECONDS WEST, 538.24 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 39 SECONDS WEST, 259.15 FEET TO A POINT OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, ALONG SAID WEST LINE 1199.86 FEET TO THE TRUE POINT OF BEGINNING.

## EXHIBIT 6

### Parkway Health Care Center, L.L.C.

#### (Legal Description)

Part of Lots 11 through 19, both inclusive; part of Lots 96 through 99, both inclusive, and Lots 113 and 114, PROSPECT HILL, a subdivision in Kansas City, Jackson County, Missouri, together with part of vacated 48th Street adjacent to said Lots, all being more particularly described as follows: Beginning at the Northeast corner of said Lot 11; thence North 59 degrees 48 minutes 34 seconds West along the Northeasterly line of said Lots 11 through 18, a distance of 420.00 feet to the Northwestern corner of said Lot 18, said point also being on the Easterly right-of-way line of the Bruce R. Watkins Drive (U.S. Highway No. 71) as established; thence North 88 degrees 25 minutes 11 seconds West along said Easterly right-of-way line, a distance of 62.65 feet to a point on the Westerly line of said Lot 19 that is 30.00 feet South of the Northwest corner thereof, as measured along said Westerly line; thence South 30 degrees 11 minutes 26 seconds West, continuing along said Easterly right-of-way line and along the Northwestern line of said Lot 19, a distance of 54.75 feet; thence South 22 degrees 06 minutes 51 seconds East, continuing along said Easterly right-of-way line, a distance of 40.90 feet; thence Southeasterly continuing along said Easterly right-of-way line; along a curve to the left having a initial tangent bearing of South 31 degrees 29 minutes 31 seconds East, a radius of 944.93 feet, and a central angle of 7 degrees 59 minutes 49 seconds, an arc distance of 131.89 feet; thence South 86 degrees 47 minutes 43 seconds East, continuing along said Easterly right-of-way line, a distance of 52.12 feet; thence South 48 degrees 36 minutes 47 seconds East continuing along said Easterly right-of-way line, a distance of 193.76 feet, thence South 43 degrees 22 minutes 23 seconds East, continuing along said Easterly right-of-way line, a distance of 73.11 feet, thence South 46 degrees 25 minutes 38 seconds East, continuing along said Easterly right-of-way line, a distance of 173.66 feet, to its intersection with the Westerly right-of-way line of Wabash Avenue, as now established; thence Northeasterly along said Westerly right-of-way line, along a curve to the right, having an initial tangent bearing of North 21 degrees 26 minutes 11 seconds East, a radius of 250.00 feet and a central angle of 8 degrees 45 minutes 15 seconds, an arc distance of 38.20 feet; thence North 30 degrees 11 minutes 26 seconds East, continuing along said Westerly right-of-way line, a distance of 35.83 feet, to a point on the centerline of vacated 48th Street; thence North 59 degrees 48 minutes 34 seconds West, along said centerline, a distance of 127.37 feet; thence Northwesterly, continuing along said centerline along a curve to the left, tangent to the last described course, having a radius of 125.00 feet and a central angle of 8 degrees 43 minutes 26 seconds, an arc distance of 19.03 feet, to a point that is 25.00 feet Southwesterly of the Southeast corner of said Lot 11, as measured radially to said centerline; thence North 21 degrees 28 minutes 00 seconds East, along said radial line a distance of 25.00 feet to the Southeast corner of said Lot 11; thence North 30 degrees 11 minutes 26 seconds East, along the Southeasterly line of said Lot 11, a distance of 141.74 feet (Plat 141.68 feet) to the point of beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

## **FIFTH AMENDMENT TO HUD FACILITIES MASTER LEASE**

This FIFTH AMENDMENT TO HUD FACILITIES MASTER LEASE (“Fifth Amendment”) is entered into as of the 27th day of September, 2021, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a “Facility Landlord”, and collectively, “Current Landlords”), the entity set forth and so designated on Schedule A, attached hereto and made a part hereof (“New Facility Landlord”, and New Facility Landlord, collectively with Current Landlords, (the “Landlords”), and TLG III, L.L.P., a Missouri limited liability partnership (the “Master Tenant”).

WHEREAS, Current Landlords and Master Tenant are parties to that certain HUD Facilities Master Lease, dated as of October 30, 2012, as amended by that certain First Amendment to HUD Facilities Master Lease, dated as of April 1, 2013, and as further amended by that certain Second Amendment to HUD Facilities Master Lease, dated as of December 23, 2013, and as further amended by that certain Third Amendment to HUD Facilities Master Lease, dated as of September 28, 2018, and as further amended by that certain Fourth Amendment to HUD Facilities Master Lease, dated as of July 29, 2021 (collectively, the “Master Lease”), pursuant to which, Current Landlords agreed to lease to Master Tenant and Master Tenant agreed to lease from Current Landlords, certain real property and the buildings and improvements thereon, each identified more under the column “Facility” on Schedule A, each of which real property owned by the applicable Facility Landlord is more particularly described in Exhibits 1 through 4 attached hereto and made a part hereof; and

WHEREAS, New Facility Landlord is the owner of the real property, improvements, certificates of need and personal property constituting the long-term care facility identified opposite the name of the applicable New Facility Landlord under the column “Facility” and designated New Landlord on Schedule A, of which real property owned by such New Facility Landlord is more particularly described on Exhibit 5 attached hereto and made a part hereof (the Facilities described in Exhibits 1 through 5, collectively, together with the property and rights described herein, individually, a “Real Property” and collectively, “Real Properties”), upon which certain buildings and improvements have been erected (individually, a “Facility”, and collectively, the “Facilities”) (the Real Properties and Facilities, collectively, the “Demised Premises”); and

WHEREAS, the New Facility Landlord is refinancing the Real Property owned by such New Facility Landlord with a loan from Housing and Healthcare Finance, LLC, a Delaware limited liability company (“Mortgagee”) to be insured by the U.S. Department of Housing and Urban Development Federal Housing Administration (“HUD”) under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (a “New HUD Loan” and collectively, the “HUD Loans”). The provisions under this Amendment that require approval of the Federal Housing Commissioner (the “Commissioner”) shall apply so long as a New HUD Loan shall be outstanding. In connection with a New HUD Loan secured by a New Facility owned by a New Facility Landlord, such applicable New Facility Landlord who is the Borrower under the applicable New HUD Loan will be entering into a HUD Regulatory Agreement for Multifamily Housing Projects (the “Mortgagor Regulatory Agreement(s)”) with the

Commissioner, and will be securing such New HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with New HUD Loan, Master Tenant (and each of the Subtenants, as defined below) will be entering into a Regulatory Agreement Nursing Homes with the Commissioner (the "Lessee Regulatory Agreement(s)", and together with the Mortgagor Regulatory Agreement(s), the "Regulatory Agreements"). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the New HUD Loans as amended, modified, supplemented, and/or restated from time to time, are referred to herein as the "New HUD Loan Documents". In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreement, the terms of the Lessee Regulatory Agreement shall control. This Master Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

WHEREAS, the parties hereto desire to amend the Master Lease as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlords and Master Tenant hereby agree as follows:

1. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Master Lease shall remain in full force and the Master Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.
2. Joinder. New Facility Landlord hereby joins the Master Lease as a Landlord and agrees to be bound thereby and each Current Landlord and Master Tenant hereby consent and agree to such joinder. New Facility Landlord's Real Property is added to the Leased Premises under the Master Lease.
3. Schedules and Exhibits.
  - a. Schedule A is hereby replaced in its entirety and attached hereto.
  - b. Schedule B is hereby replaced in its entirety and attached hereto.
  - c. Schedule D is hereby replaced in its entirety and attached hereto.
  - d. Exhibit 5 is hereby added to the Master Lease and attached hereto and along with Exhibits 1 through 5 constitute the Real Properties.
4. All References to Exhibits attached to the Master Lease. All references to "Exhibits" in the Master Lease are hereby replaced with "Exhibits 1 through 5."
5. Counterparts. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

*Remainder of this page left intentionally blank. Signature page follows.*

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FACILITY LANDLORD SIGNATURE PAGE  
FOR  
FIFTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned have executed and delivered this Fifth Amendment to HUD Facilities Master Lease as of the date first above set forth.

LANDLORDS:

**BKY PROPERTIES, INC.**, a Missouri corporation;  
**BKY PROPERTIES VIBURNUM LLC**, a Missouri  
limited liability company;  
**CLINTON CARE ASSOCIATES, L.L.C.**, a Missouri  
limited liability company; and  
**LEVERING ASSOCIATES, L.L.C.**, a Missouri limited  
liability company.

By: Richard J. DeStefano  
Name: Richard J. DeStefano  
*As President of each of the above entities intending to  
legally bind each of such entities by this signature in  
such capacity*

**HERITAGE PARK ASSOCIATES, L.P.**, a Missouri  
limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By: Richard J. DeStefano  
Name: Richard J. DeStefano  
Its: President

[SIGNATURE PAGES CONTINUE]



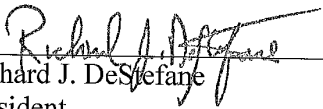
MASTER TENANT SIGNATURE PAGE  
FOR  
FIFTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned has executed and delivered this Fifth Amendment to HUD Facilities Master Lease as of the date first above set forth.

MASTER TENANT:

TLG III, L.L.P.,  
a Missouri limited liability partnership

By: RCG Inc., a Missouri corporation,  
its General Partner

By:   
Name: Richard J. DeStefano  
Its: President

**SCHEDULE A TO HUD FACILITIES MASTER LEASE**

**Current Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$10,401,500.00
Heritage Park Associates, L.P.	Heritage Care Center of Berkeley	\$4,384,100.00

**New Landlord**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
Clinton Care Associates, L.L.C.	Nick's Health Care Center	\$4,574,100.00

## SCHEDULE B TO HUD FACILITIES MASTER LEASE

### BASE RENTS

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of July 29, 2021, in the original principal amount of \$10,401,500.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43105; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Heritage Care Center of Berkeley, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of July 29, 2021, in the original principal amount of \$4,384,100.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22099; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Nick's Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of September 17, 2021, in the original principal amount of \$4,574,100.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22081; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

**SCHEDULE D TO HUD FACILITIES MASTER LEASE**

**SUBTENANTS**

<b><u>LEASED PREMISES</u></b>	<b><u>SUBTENANT</u></b>
Westview Nursing Home	MMA Healthcare of Center, Inc.
Stonecrest Healthcare	MMA Healthcare of Viburnum, Inc.
Levering Regional Health Care Center	Levering Regional Health Care Center, L.L.C.
Heritage Care Center of Berkeley	Heritage Care Center of Berkeley, L.L.C.
Nick's Health Care Center	Nick's Health Care Center, L.L.C.

**EXHIBIT 1**

**MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home**

**(Legal Description)**

A tract of land being part of Division One (1) of Flowerree Heirs' Partition of the North Half (N-1/2) of Section Thirty-Five (35), Township Fifty-Five (55) North, Range Six (6) West of the Fifth Principal Meridian, City of Center, Ralls County, Missouri, and being more fully described as follows, to-wit: Beginning at the Southwest corner of said Division One (1); thence North 00 degrees 00 minutes 32 seconds West a distance of 258.44 feet along the West line of said Division One (1) to the Southerly right-of-way of Missouri State Route CC and a 5/8 inch rebar set, a found iron pin bears North 22 degrees 56 minutes 45 seconds East a distance of 1/43 feet from the above described corner; thence along said Southerly right-of-way the following 5 courses, South 88 degrees 43 minutes 40 seconds East a distance of 16.32 feet to a 5/8 inch rebar set; thence South 88 degrees 01 minutes 11 seconds East a distance of 226.60 feet to a 5/8 inch rebar set; thence South 88 degrees 05 minutes 04 seconds East a distance of 173.49 feet to a 5/8 inch rebar set; thence North 88 degrees 19 minutes 35 seconds East a distance of 100.12 feet to a found iron pin; thence South 88 degrees 41 minutes 22 seconds East a distance of 125.27 feet to a found iron pin; thence leaving said Southerly right-of-way South 00 degrees 00 minutes 32 seconds East a distance of 260.74 feet to the North right-of-way line of Ely Street and a found iron pin; thence North 88 degrees 33 minutes 02 seconds West along said North right-of-way a distance of 641.77 feet to the point of beginning, containing 3.79 acres, more or less, and being subject to and having the benefit of any easements, rights-of-way and restrictions now of record or not of record.

## EXHIBIT 2

### MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare

#### (Legal Description)

A tract of land which is fractional part of the Southwest quarter of the Northeast quarter of Section 27, Township 35 North, Range 2 West, Iron County, Missouri, more particularly described as follows: Commencing at the Southern corner of the Northeast quarter of Section 27, Township 35 North, Range 2 West; thence North 72 degrees 23 minutes 24 seconds West, 2,034.84 feet to the Northwest corner of Lot 45, Block 33, of the Sixth Addition in the Town of Viburnum, Missouri, a point on the East right of way of Missouri State Highway "Y" and the True Point of Beginning; thence along the North line of said Block 35 of the Sixth Addition South 87 degrees 59 minutes 31 seconds East (recorded South 87 degrees 48 ½ minutes East) 353.56 feet; thence continuing North 55 degrees 07 minutes 59 seconds East (recorded North 55 degrees 19 minutes East) 312.77 feet; thence departing said North line of Block 33, North 0 degrees 34 minutes 20 seconds East 269.93 feet to a point being the Northeast corner of herein described tract said point also being the Southeast corner of a 0.86 acre tract of land conveyed by The Doe Run Company to Richard C. Williamson and Ruth Ann Williamson, his wife, by Special Warranty Deed dated the 9<sup>th</sup> day of October, 1989; thence along the South line of said 0.86 acre tract of land South 90 degrees 00 minutes 00 seconds West, 633.27 feet (recorded 623.23 feet) to the East right of way of Missouri State Highway "Y"; thence along said East right of way South 9 degrees 33 minutes 31 seconds West, 30.87 feet; thence on a curve an arc length of 295.21 feet (recorded 1,462.4 feet); thence continuing South 2 degrees 00 minutes 29 seconds West, 111.89 feet to the Northwest corner of Lot 45, Block 33, Sixth Addition to the Town of Viburnum and to the True Point of Beginning, said tract containing 5.71 acres, more or less.

NOTE: The above mentioned Lot 45, Block 33 of the Sixth Addition, Town of Viburnum, is shown on a plat of the Sixth Addition recorded in Plat Book 4 at page 47, in the Recorder's Office of Iron County, Missouri.

Subject to: deed restrictions, easements, rights-of-way of record, and zoning regulations.

Locator number 372174



### EXHIBIT 3

#### Levering Regional Health Care Center, L.L.C.

##### (Legal Description)

A Tract of land being all of Lots 2, 3, 9, 11 thru 16 and part of Lots 1, 4 and 17 in Block 1 of Griffith's Addition to the City of Hannibal, Marion County, Missouri and being more fully described as follows, to-wit:

Beginning at the Southwest corner of Lot 9 and the True Point of Beginning; thence North 14 degrees 45 minutes 22 seconds West along the Easterly Right-of-Way line of Dowling Street a distance of 215.38 feet; thence leaving said Easterly Right-of-Way line North 56 degrees 52 minutes 04 seconds East a distance of 22.52 feet; thence North 38 degrees 37 minutes 08 seconds East a distance of 19.78 feet; thence North 26 degrees 59 minutes 15 seconds East a distance of 16.52 feet; thence North 75 degrees 14 minutes 12 seconds East a distance of 79.27 feet to a found iron pin; thence North 12 degrees 12 minutes 46 seconds West a distance of 30.80 feet to a found iron pin; thence North 74 degrees 54 minutes 23 seconds East a distance of 52.60 feet to a found iron pin; thence South 11 degrees 38 minutes 42 seconds East a distance of 31.05 feet to a found iron pin on the North line of a vacated 16 foot wide Alley; thence North 78 degrees 30 minutes 28 seconds East along the North line of said vacated 16 foot wide Alley a distance of 148.04 feet; thence leaving said North line North 06 degrees 36 minutes 09 seconds West along a line 12 feet East of and parallel with the West line of said Lot 4 a distance of 163.18 feet to a cut "X" on the Southerly Right-of-Way line of Broadway Street; thence North 89 degrees 47 minutes 23 seconds East along the Southerly Right-of-Way line of said Broadway Street a distance of 110.73 feet to a found cut "X" on the Westerly Right-of-Way line of Houston Street; thence South 00 degrees 05 minutes 39 seconds West along said Westerly Right-of-Way line a distance of 305.65 feet to a found cut "X" on the Northerly Right-of-Way line of Market Street; thence leaving the Westerly Right-of-Way line of said Houston Street South 63 degrees 50 minutes 35 seconds West along the Northerly Right-of-Way line of said Market Street a distance of 387.24 feet to the True Point of Beginning.

## EXHIBIT 4

### Heritage Care Center of Berkeley, L.L.C.

#### (Legal Description)

A tract of land being part of Lot 2 of "Amoco Hanley Subdivision", according to the plat thereof recorded in Plat Book 290, Page 98 of the St. Louis County Records, situated in U.S. Survey 3082 Township 46 North, Range 6 East, in the City of Berkeley, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Weldon Avenue, (as established by City of Berkeley Ordinance Number 2802, forty feet wide) at the Southwestern corner of Lot 1 of said Subdivision, thence along said Northern line, South  $78^{\circ} 41' 52''$  West, a distance of 313.18 feet to a point on the Eastern line of Lot 1 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North  $11^{\circ} 59' 20''$  West, a distance of 12.50 feet to a point; thence continuing along the Northern line of Weldon Avenue, South  $78^{\circ} 41' 52''$  West, a distance of 276.65 feet to a point; thence North  $10^{\circ} 18' 16''$  West, a distance of 229.71 feet to a point; thence North  $78^{\circ} 58' 45''$  East, a distance of 100.00 feet to a point; thence North  $11^{\circ} 01' 15''$  West, a distance of 20.00 feet to a point on the Southern line of vacated Annie Avenue (twenty feet wide); thence along said Southern Line, North  $78^{\circ} 58' 45''$  East, a distance of 169.57 feet to a point on the Eastern line of Lot 2 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North  $11^{\circ} 59' 20''$  West, a distance of 76.52 feet to a point on the Southern line of a tract of land conveyed to the Bi-State Development Agency by Deed recorded in Book 8771, Page 2232 of the St. Louis County Records; thence along said Southern line, South  $86^{\circ} 03' 16''$  East, a distance of 100.42 feet to a point; thence South  $69^{\circ} 07' 39''$  East, a distance of 260.33 feet to a point on the Western line of Lot 1 of "Amoco Hanley Subdivision", as aforementioned; thence along the line between Lots 1 and 2, South  $11^{\circ} 18' 08''$  East, a distance of 172.33 feet to the point of beginning.

## EXHIBIT 5

### Nick's Health Care Center, L.L.C.

#### (Legal Description)

Tract 1: Part of a tract in the Northwest Quarter Section Nineteen (19), Township Fifty-five (55) North, Range Thirty-one (31) West, Clinton County, Missouri, more particularly described as follows: Beginning at the Northwest corner of said Northwest Quarter; thence South 00 degrees 03 minutes 50 seconds East, along the West line of said Northwest Quarter, 58.00 feet to the South right-of-way line of Highway 116, and the True Point of Beginning, said point being on a curve to the right having a radius of 1397.69 feet; thence Easterly along the arc of said curve 265.00 feet; thence South 06 degrees 18 minutes 45 seconds West, 458.00 feet; thence South 03 degrees 57 minutes 10 seconds West, 229.00 feet; thence North 89 degrees 44 minutes 20 seconds East, 139.26 feet; thence South 08 degrees 23 minutes 21 seconds West, 538.24 feet; thence South 89 degrees 13 minutes 39 seconds West, 259.15 feet to a point on the West line of said Northwest Quarter; thence North 00 degrees 03 minutes 50 seconds West, along said West line 1199.86 feet to the True Point of Beginning.

#### Tract 2:

A non-exclusive, permanent and perpetual right and easement, to pass and repass along the private road to Highway 116, as recorded as Instrument No. 201501868, more particularly described as follows:

Part of the Northwest Quarter of Section Nineteen (19), Township Fifty-five North, Range Thirty-one West, Clinton County, Missouri.

Described as follows:

Commencing at Northwest corner of said Northwest Quarter: Thence along the West line of said Northwest Quarter South 00 degrees 03 minutes 50 seconds East, a distance of 58.00 feet to the South right-of-way line of Highway 116;

Thence Easterly along said South right-of-way of Highway 116 along the arc of a curve to the right having a radius of 1,397.69 feet and an arc length of 265.00 feet to the Northeast Corner of Plattsburg Real Estate Holdings LLC as described in document number 2013-3351 and the point of beginning;

Thence continuing along said South right-of-way line of Highway 116 South 89 Degrees 49 Minutes 55 Seconds East a distance of 30.00 feet;

Thence departing said South right-of-way line of Highway 116 10 degrees 57 minutes 53 seconds West a distance of 297.46 feet;

Thence North 83 degrees 41 minutes 15 seconds West a distance of 52.38 feet to the aforesaid East line of said Plattsburg Real Estate Holdings LLC;

Thence along said East line of said Plattsburg Real Estate Holdings LLC North 06 degrees 18 minutes 45 seconds East a distance of 293.39 feet to the Point of Beginning.

#### Tract 3:

Permanent Sanitary Sewer Easements over, upon, across and below the surface of the following described real properties situated in Clinton County, Missouri:

Easement as set forth in Document recorded as Instrument No. 201801181: A 20 foot wide strip of land situated in part of the Northeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the 5th principal meridian and also being part of and situated in that tract conveyed to Kenneth M. Rose as recorded in Instrument Number 201602272 in Clinton County, Missouri and further being described as follows:

Commencing for reference at the East Quarter corner of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West;

Thence South 89 degrees 20 minutes 09 seconds West a distance of 1,3660.79 feet to a point;

Thence North 02 degrees 41 minutes 25 seconds East a distance of 76.35 feet to the Point of Beginning of the herein described centerline of a 20 foot wide easement;

Thence along the centerline of a 20 foot wide easement being 10 foot each side of the centerline North 89 degrees 41 minutes 04 seconds West, 583.39 feet to a point;

Thence South 00 degrees 13 minutes 21 seconds West a distance of 85.21 feet to the point of terminus.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201801182: A tract of land located in the Northeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the 5th principal meridian in Clinton County, Missouri, described as follows:

A 20 foot wide Easement Commencing at the East Quarter Corer of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West, thence North 00 degrees 41 minutes 05 seconds East a distance of 2,073.15 feet to the True Point of Beginning; thence along the centerline of a 20 foot wide easement being 10 foot each side of the centerline North 89 degrees 22 minutes 31 seconds West, 713.73 feet to a point; Thence South 40 degrees 11 minutes 24 seconds West a distance of 841.73 feet to a point; Thence South 3 degrees 09 minutes 45 seconds West a distance of 1380.65 feet to a point; Thence North 89 degrees 41 minutes 04 seconds West a distance of 48.93 feet to the point of terminus.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201902446: A strip of land 20 feet wide being part of the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the Fifth Principal Meridian being part of a larger tract of land conveyed to Clinton Convalescent Center by Doc # 19970780 of the Clinton County Land Records Office in Clinton County, Missouri being more particularly described as follows: Commencing at Station 353+95.18 of the center line of Highway 116 being at the intersection of said center line and the Quarter Section line; thence along the Quarter Section line, North 00 degrees 34 minutes 09 seconds East a distance of 135.80 feet to a point on the Western right of way line of said Highway 116; thence continuing along said Quarter Section line, thence North 00 degrees 34 minutes 09 seconds East a distance of 15.14 feet to a point; thence Southwesterly and parallel with the Western right of way of Highway 116, South 41 degrees 54 minutes 49 seconds West a distance of 132.34 feet to the point of beginning of the center line of said 20 foot wide strip; thence continuing South 41 degrees 54 minutes 49 seconds West a distance of 58.48 Feet to a point; thence South 60 degrees 06 minutes 16 seconds West a distance of 180.00 feet to the Point of Terminus.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201902752: A strip of land 20 feet wide being part of the Northwest Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the Fifth Principal Meridian being part of a larger track of land conveyed to the City of Plattsburg by Deed Book 145 Page 9 of the Clinton County Land Records Office in Clinton County, Missouri being more particularly described as follows: Commencing at Station 353+95.18 of the center line of Highway 116 being at the intersection of said center line and the quarter section line; thence along the Quarter Section line, North 00 degrees 34 minutes 09 seconds East a distance of 135.80 feet to a point on the Western right of way line of said Highway 116; thence continuing along said Quarter Section line, thence North 00 degrees 34 minutes 09 seconds East a distance of 15.14 feet to the Point of Beginning of the Center line of 20 foot wide strip; thence Southwesterly and parallel with the Western right of way of Highway 116, South 41 degrees 54 minutes 49 seconds West a distance of 132.34 feet to the Point of Terminus being on the Southern line of the aforesaid deed.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201902753: A strip of land 20 feet wide being part of the Southeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the Fifth Principal Meridian being part of a larger track of land conveyed to the City of Plattsburg by Document #200204270 of the Clinton County Land Records Office in Clinton County, Missouri being more particularly described as follows: Commencing at the East Quarter Section Corner of Section Twenty-four (24); thence West along said Quarter section line, South 89 degrees 20 minutes 09 seconds West 2190.76 feet to the Northeast corner of the aforesaid deed; thence along the Eastern line of said deed, South 01 degrees 07 minutes 30 seconds West a distance of 50.10 feet to the Point of Beginning of the herein described center line of the 20 foot wide described strip; thence South 89 degrees 20 minutes 09 seconds West a distance of 261.60 feet to a point; thence North 45 degrees 17 minutes 13 seconds West a distance of 57.79 feet to a point of the Southeastern right of way line of Highway 116 (variable width) being the point of terminus.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201902754: A strip of land 20 feet wide being part of the Southeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West, being part of a larger track of land conveyed to Lyle G & Sherry S. Grafton by Document #200204270 of the Clinton County Land Records Office in Clinton County, Missouri being more particularly described as follows: Commencing at the East Quarter Section Corner of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West; thence Westwardly along the Quarter section line, South 89 degrees 20 minutes 09 seconds West a distance of 1941.01 feet to the Point of Beginning of the herein described center line of the 20 foot wide easement strip; thence leaving said Quarter section line South 00 degrees 13 minutes 21 seconds West a distance of 50.09 feet to a point; thence South 89 degrees 20 minutes 09 seconds West a distance of 250.54 feet to a point on the Western line of the Aforesaid Document #200204270 being the point of terminus of said strip.

AND ALSO

Easement as set forth in Document recorded as Instrument No. 201902755: A strip of land 20 feet wide being part of the West Half of the Northeast Quarter of Section Twenty-four (24), Township Fifty-five (55) North, Range Thirty-two (32) West of the Fifty Principal Meridian, being part of a larger track of land conveyed to Lyle G & Sherry S. Grafton by Document

#20091179 of the Clinton County Land Records Office in Clinton County, Missouri being more particularly described as follows:

Commencing at Station 353+95.18 of the center line of Highway 116 being at the intersection of said center line and the quarter section line; thence along the quarter section line, North 00 degrees 34 minutes 09 seconds East a distance of 135.80 feet to a point on the Western right of way line of said Highway 116; thence continuing along said quarter section line, thence North 00 degrees 34 minutes 09 seconds East a distance of 15.14 feet to the Point of Beginning of the center line of a 20 foot wide strip; thence Northeasterly and parallel with the Western right of way of Highway 116, North 41 degrees 54 minutes 49 seconds East a distance of 29.20 feet to a point; thence South 45 degrees 17 minutes 13 seconds East a distance of 10.01 feet to the point of terminus on the Western right of way line of said Highway 116.

## FOURTH AMENDMENT TO HUD FACILITIES MASTER LEASE

This FOURTH AMENDMENT TO HUD FACILITIES MASTER LEASE (“Fourth Amendment”) is entered into as of the 29th day of July, 2021, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a “Facility Landlord”, and collectively, “Landlords”) and TLG III, L.L.P., a Missouri limited liability partnership (the “Master Tenant”).

WHEREAS, Landlords and Master Tenant are parties to that certain HUD Facilities Master Lease, dated as of October 30, 2012, as amended by that certain First Amendment to HUD Facilities Master Lease, dated as of April 1, 2013, and as further amended by that certain Second Amendment to HUD Facilities Master Lease, dated as of December 23, 2013, and as further amended by that certain Third Amendment to HUD Facilities Master Lease, dated as of September 28, 2018 (collectively, the “Master Lease”), pursuant to which, Current Landlords agreed to lease to Master Tenant and Master Tenant agreed to lease from Current Landlords, certain real property and the buildings and improvements thereon, each identified more under the column “Facility” on Schedule A, each of which real property owned by the applicable Facility Landlord is more particularly described in Exhibits 1 through 4 attached hereto and made a part hereof (the Facilities described in Exhibits 1 through 4, collectively, together with the property and rights described herein, individually, a “Real Property” and collectively, “Real Properties”), upon which certain buildings and improvements have been erected (individually, a “Facility”, and collectively, the “Facilities”) (the Real Properties and Facilities, collectively, the “Demised Premises”); and

WHEREAS, certain Landlords are refinancing the Real Property owned by such Landlords with loans from Housing & Healthcare Finance, LLC, a Delaware limited liability company (“Mortgagee”) to be insured by the U.S. Department of Housing and Urban Development Federal Housing Administration (“HUD”) under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (a “New HUD Loan” and collectively, the “HUD Loans”). The provisions under this Amendment that require approval of the Federal Housing Commissioner (the “Commissioner”) shall apply so long as a New HUD Loan shall be outstanding. In connection with a New HUD Loan secured by certain Facilities owned by certain Landlords, such applicable Landlords who are the Borrower under the applicable New HUD Loan will be entering into a HUD Regulatory Agreement for Multifamily Housing Projects (the “Mortgagor Regulatory Agreement(s)”) with the Commissioner, and will be securing such New HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with the New HUD Loans, Master Tenant (and each of the Subtenants, as defined below) will be entering into a Regulatory Agreement Nursing Homes with the Commissioner (the “Lessee Regulatory Agreement(s)”, and together with the Mortgagor Regulatory Agreement(s), the “Regulatory Agreements”). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the New HUD Loan as amended, modified, supplemented, and/or restated from time to time, are referred to

herein as the "New HUD Loan Documents". In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreement, the terms of the Lessee Regulatory Agreement shall control. This Master Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

WHEREAS, the parties hereto desire to amend the Master Lease as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlords and Master Tenant hereby agree as follows:

1. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Master Lease shall remain in full force and the Master Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.

2. Schedules and Exhibits.

a. Schedule A is hereby replaced in its entirety and attached hereto.

b. Schedule B is hereby replaced in its entirety and attached hereto.

3. Counterparts. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

*Remainder of this page left intentionally blank. Signature page follows.*



FACILITY LANDLORD SIGNATURE PAGE  
FOR  
FOURTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned have executed and delivered this Fourth Amendment to HUD Facilities Master Lease as of the date first above set forth.

LANDLORDS:

**BKY PROPERTIES, INC.**, a Missouri corporation;  
**BKY PROPERTIES VIBURNUM LLC**, a Missouri  
limited liability company; and  
**LEVERING ASSOCIATES, L.L.C.**, a Missouri limited  
liability company.

By: 

Name: Richard J. DeStefane

*As President of each of the above entities intending to  
legally bind each of such entities by this signature in  
such capacity*

**HERITAGE PARK ASSOCIATES, L.P.**, a Missouri  
limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By: 

Name: Richard J. DeStefane

Its: President

[SIGNATURE PAGES CONTINUE]

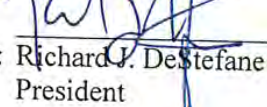
MASTER TENANT SIGNATURE PAGE  
FOR  
FOURTH AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned has executed and delivered this Fourth Amendment to HUD Facilities Master Lease as of the date first above set forth.

MASTER TENANT:

TLG III, L.L.P.,  
a Missouri limited liability partnership

By: RCG Inc., a Missouri corporation,  
its General Partner

By:   
Name: Richard J. DeStefane  
Its: President

**SCHEDULE A TO HUD FACILITIES MASTER LEASE**

**Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$10,401,500.00
Heritage Park Associates, L.P.	Heritage Care Center of Berkeley	\$4,384,100.00

## SCHEDULE B TO HUD FACILITIES MASTER LEASE

### BASE RENTS

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a Healthcare Facility Note dated as of July 29, 2021, in the original principal amount of \$10,401,500.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43105 and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Heritage Care Center of Berkeley, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a Healthcare Facility Note dated as of July 29, 2021, in the original principal amount of \$4,384,100.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22099; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

### **THIRD AMENDMENT TO HUD FACILITIES MASTER LEASE**

This THIRD AMENDMENT TO HUD FACILITIES MASTER LEASE (“Third Amendment”) is entered into as of the 28<sup>th</sup> day of September, 2018, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a “Facility Landlord”, and collectively, “Remaining Facility Landlords”), the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a “Facility Landlord”, and collectively, “Withdrawing Facility Landlords”), the entities set forth and so designated on Schedule B, attached hereto and made a part hereof (individually, a “Facility Subtenant”, and collectively, “Remaining Facility Subtenants”), the entities set forth and so designated on Schedule B, attached hereto and made a part hereof (individually, a “Facility Subtenant”, and collectively, “Withdrawing Facility Subtenants”), and TLG III L.L.P., a Missouri limited liability partnership (the “Master Tenant”),

#### **RECITALS**

WHEREAS, the Remaining Facility Landlords and Withdrawing Facility Landlords (collectively, “Landlords”), along with the Master Tenant, are parties to that certain HUD Facilities Master Lease, dated as of October 30, 2012, as amended by that certain First Amendment to HUD Facilities Master Lease, dated as of April 1, 2013, and as further amended by that certain Second Amendment to HUD Facilities Master Lease, dated as of December 23, 2013 (collectively, the “Master Lease”), pursuant to which, Landlords agreed to lease to Tenant and Tenant agreed to lease from Landlords, certain real property and the buildings and improvements thereon, each identified more under the column “Facility” on Schedule A, each of which real property owned by the applicable Facility Landlord is more particularly described in Exhibit “A”, attached hereto and made a part hereof; and

WHEREAS, Landlords and Master Tenant now desire to terminate the Master Lease with respect to the Withdrawing Facilities and remove the Withdrawing Facilities as Leased Premises from the Master Lease; and

WHEREAS, the Master Tenant, has subleased the Withdrawing Facilities to the Withdrawing Facility Subtenants pursuant to those certain Nursing Home Subleases, as thereafter amended from time to time, each identified more under the column “Subleases” on Schedule C, attached hereto and made a part hereof (the “Withdrawing Facility Subleases”); and

WHEREAS, the Master Tenant and Withdrawing Facility Subtenants desire to terminate the Withdrawing Facility Subleases.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The statements set forth in the Recitals above are incorporated herein by this reference and made a part hereof.

2. The Master Lease with respect to the Withdrawing Facility Landlords and the Master Tenant is terminated effective the date of this Third Amendment.

3. The Withdrawing Facility Subleases are terminated effective as of the date of this Third Amendment.

4. Exhibits 2, 5, 8, 9, 10, and 11, attached to the Master Lease, containing the legal descriptions of the Withdrawing Facilities, are hereby deleted in their entirety from the Master Lease.

5. The Cross-Default Guaranty of Subtenants, dated as of October 30, 2012, as amended by that certain First Amended and Restated Cross-Default Guaranty of Subtenants, dated as of April 1, 2013, and that certain Second Amended and Restated Cross-Default Guaranty of Subtenants, dated as of December 23, 2013 (collectively, the "Cross-Default Guaranty of Subtenants"), attached to the Master Lease, is hereby amended to remove the Withdrawing Facility Subtenants from the Cross-Default Guaranty of Subtenants.

6. Schedule A, attached to the HUD Facilities Master Lease, is hereby amended to remove the Withdrawing Facility Landlords, the Withdrawing Facilities, and their corresponding Amount of Mortgage from Housing and Healthcare Finance, LLC from Schedule A.

7. Schedule B, attached to the HUD Facilities Master Lease, is hereby amended to remove the Withdrawing Facilities from the Base Rents from Schedule B.

8. Schedule D, attached to the HUD Facilities Master Lease, is hereby amended to remove Withdrawing Facility Subtenants and Lease Premises from Schedule D.

9. Attached hereto as Exhibit "B" is a Consent to Amendment of Master Lease executed by the parties who have executed the Master Lease and this Agreement or who are otherwise party to the Master Lease, constituting their acceptance of the termination of the Master Lease with respect to the Withdrawing Facilities and the Withdrawing Facility Subleases and the removal of the Withdrawing Facility Landlords as Facility Landlords and the Withdrawing Facility Subtenants as Subtenants under the Master Lease and agreeing to all amendments to the Master Lease set forth in this Agreement.


10. Except as expressly modified herein, the Master Lease is and shall remain in full force and effect. All capitalized terms herein, to the extent otherwise undefined, shall have the same meaning ascribed to such words or terms as set forth in the Master Lease. In the event of any conflict between the terms of the Master Lease and this Third Amendment, the provisions of this Third Amendment shall control.

**[Signatures Appear on Following Page]**

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first set forth above.

**WITHDRAWING LANDLORDS:**

**BKY Properties of St. Elizabeth, L.L.C.**, a Missouri limited liability company;  
**Bridgewood Associates, L.L.C.**, a Missouri limited liability company;  
**Crestwood Associates, L.L.C.**, a Missouri limited liability company;  
**Milan Associates, L.L.C.**, a Missouri limited liability company; and  
**Salisbury Associates, L.L.C.**, a Missouri limited liability company

By:   
Richard J. DeStefane  
*As President of each of the above entities intending to legally bind each of such entities by this signature in such capacity*

**M-S Associates, L.P.**, a Missouri limited partnership


By: Randolph Pettis GP LLC, a Missouri limited liability company, its General Partner

By:   
Richard J. DeStefane, President

**MASTER TENANT:**

**TLG III L.L.P.**, a Missouri limited liability partnership

By: **RCG, Inc.**, a Missouri corporation, its General Partner

By:   
Richard J. DeStefane, President



**WITHDRAWING SUBTENANTS:**

**MMA Healthcare of St. Elizabeth, Inc.**  
**d/b/a St. Elizabeth Care Center**, a Missouri corporation;  
**Bridgewood Health Care Center, L.L.C.**, a Missouri  
limited liability company;  
**Crestwood Health Care Center, L.L.C.**, a Missouri  
limited liability company;  
**North Village Park, L.L.C.**, a Missouri limited liability  
company;  
**BKY Healthcare of Milan, Inc. d/b/a Milan Health Care**  
**Center**, a Missouri corporation; and  
**Chariton Park Health Care Center, L.L.C.**, a Missouri  
limited liability company

By: \_\_\_\_\_

  
Richard J. DeStefane

*As President of each of the above entities intending  
to legally bind each of such entities by this  
signature in such capacity*

**SCHEDULE A  
TO  
THIRD AMENDMENT TO HUD FACILITIES MASTER LEASE**

**Remaining Facility Landlords and Remaining Facilities**

**FACILITY LANDLORD**

BKY Properties, Inc.  
BKY Properties Viburnum LLC  
Levering Associates, L.L.C.  
Heritage Park Associates, L.P.

**FACILITY**

Westview Nursing Home  
Stonecrest Healthcare  
Levering Regional Health Care Center  
Heritage Care Center of Berkeley

**Withdrawing Facility Landlords and Withdrawing Facilities**

**FACILITY LANDLORD**

BKY Properties of St. Elizabeth, L.L.C.  
Bridgewood Associates, L.L.C.  
Crestwood Associates, L.L.C.  
M-S Associates, L.P.  
Milan Associates, L.L.C.  
Salisbury Associates, L.L.C.

**FACILITY**

St. Elizabeth Care Center  
Bridgewood Health Care Center  
Crestwood Health Care Center  
North Village Park  
Milan Health Care Center  
Chariton Park Health Care Center

**SCHEDULE B  
TO  
THIRD AMENDMENT TO HUD FACILITIES MASTER LEASE**

**Remaining Facility Subtenants and Leased Premises**

**FACILITY SUBTENANT**

**LEASED PREMISES**

MMA Healthcare of Center, Inc.	Westview Nursing Home
MMA Healthcare of Viburnum, Inc.	Stonecrest Healthcare
Levering Regional Health Care Center, L.L.C.	Levering Regional Health Care Center
Heritage Care Center of Berkeley, L.L.C.	Heritage Care Center of Berkeley

**Withdrawing Facility Subtenants and Leased Premises**

**FACILITY SUBTENANT**

**LEASED PREMISES**

Bridgewood Health Care Center, L.L.C.	Bridgewood Health Care Center
Chariton Park Health Care Center, L.L.C.	Chariton Park Health Care Center
Crestwood Health Care Center, L.L.C.	Crestwood Health Care Center
BKY Healthcare of Milan, Inc.	Milan Health Care Center
North Village Park, L.L.C.	North Village Park
MMA Healthcare of St. Elizabeth, Inc.	St. Elizabeth Care Center

**SCHEDULE C  
TO  
THIRD AMENDMENT TO HUD FACILITIES MASTER LEASE**

**Withdrawing Facilities and Nursing Home Sublease Dates**

<b><u>WITHDRAWING FACILITY</u></b>	<b><u>NURSING HOME SUBLEASE DATE</u></b>
Bridgewood Health Care Center, L.L.C.	December 23, 2013
Chariton Park Health Care Center, L.L.C.	April 1, 2013
Crestwood Health Care Center, L.L.C.	December 23, 2013
BKY Healthcare of Milan, Inc.	December 23, 2013
North Village Park, L.L.C.	December 23, 2013
MMA Healthcare of St. Elizabeth, Inc.	October 30, 2012

**EXHIBIT "A"**

**Legal Descriptions of Real Property Owned by Facility Landlords**

**Legal Description of MMA Healthcare of St. Elizabeth, Inc.**  
**d/b/a St. Elizabeth Care Center**

A Tract of land lying in the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 40 North, Range 12 West of the Fifth Principal Meridian, Miller County, Missouri, and more particularly described as follows: Beginning at a Found 3/8" iron rod marking the Northeast corner of the herein described tract, which is located North 89 degrees 15 minutes 50 seconds West a distance of 148.50 feet from the Northeast corner of the Northwest quarter of the Southwest quarter of Northwest quarter of said section 4; thence leaving the quarter quarter section line of said Section 4, South 00 degrees 50 minutes 55 seconds West a distance of 491.78 feet to a found 3/8" iron rod; thence North 89 degrees 15 minutes 50 seconds West a distance of 395.92 feet to a point on the East right of way line of South Walnut Street (60 feet wide), also known as State Highway 52, from which point a found 3/8" iron rod bears North 33 degrees 54 minutes west, 0.66 feet; thence along the said East right of way line of South Walnut Street, North 04 degrees 41 minutes 00 seconds West a distance of 160.61 feet to a set 1/2" x 18" rebar with plastic cap stamped "Marler L.S. 347-D" (typical) at a point of curvature; thence along a curve to the right having a radius of 686.18 feet, an arc length of 141.30 feet, and a chord bearing and distance of North 01 degree 12 minutes 57 seconds East, 141.05 feet to a cut cross in concrete being the Southwest corner of property now or formerly of Brandon V. and Kindra G. York, per the deed recorded in deed book 2007 page 6470 of the Miller County Land records; thence leaving the East right of way line of South Walnut, and along the South line of said York property, South 88 degrees 43 minutes 40 seconds East a distance of 116.25 feet to a cut cross at the Southeast corner of said York property; thence North 11 degrees 32 minutes 31 seconds East a distance of 195.39 feet to a set rebar in the aforesaid quarter quarter section line; thence along said quarter quarter section line, South 89 degrees 15 minutes 50 seconds East a distance of 258.00 feet to the point of beginning, containing 175,459 square feet, or 4.028 acres, more or less, as surveyed by Marler Surveying Co., Inc. during the month of November, 2008.

**Legal Description of Bridgewood Health Care Center**

All Tract 1 of, Red Bridge Care Center, a subdivision in Kansas City, Jackson County, Missouri.

**Legal Description of Crestwood Health Care Center**

A tract of land in U.S. Survey 2471, Township 47 North, Range 7 East, being more particularly described as follows:

Beginning at a point in Mehl Avenue and in the West line of said Survey 2471, being the Northwest corner of a 3-1/2 acre tract conveyed to Joseph James Fisher and wife by deed recorded in Book 2029 page 420 of the St. Louis County Records; thence along the North line of tract so conveyed South 88 degrees 31 minutes East, 751.57 feet to an iron rod at the Northeast corner of tract so conveyed; thence North 1 degree 12 minutes East 369.77 feet, more or less, to a point in the North line of larger tract of land (of which this tract is a part) acquired by Ernest Gieselmann by deed recorded in Book 302 page 560 of said records, distant 511.40 feet West from its intersection with the West line of Old Halls Ferry Road; thence West along said North line a distance of 748.92 feet, more or less, to a point on the West line of said Survey 2471; thence South 1 degree 29 minutes West 358.64 feet, more or less, to the point of beginning.



**Legal Description of North Village Park**

Part of Northwest Quarter of the Southeast Quarter of Section 25, Township 54 North, Range 14 West, Moberly, Randolph County, Missouri, being the tract described by the Warranty Deed recorded in Book 68M page 83, except that part of said tract being described by the Warranty Deed recorded in Book 585 page 364 and being more particularly described as follows:

Commencing at the Northeast corner of the tract described by the Survey recorded in Sleeve 356B Page 1 on the West right-of-way line of Silva Lane, S88°08'30"W, 20.00 feet from the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 25-54-14; thence with said West right-of-way line, S1°28'00"W, 245.00 feet to the Southeast corner of said Survey and the Southeast corner of the tract described by the Warranty Deed recorded in Book 585 page 364 and the point of beginning;

Thence from the point of beginning, continuing S1°28'00"W, 435.90 feet to the Southeast corner of said tract described by the Warranty Deed recorded in Book 68M Page 83; thence leaving said West right-of-way line and with the lines of said tract, S66°21'20"W, 582.84 feet; thence N0°55'00"E, 759.76 feet; thence S87°13'00"E, 334.10 feet to the West line of said Survey recorded in Sleeve 356B Page 1; thence leaving the lines of said tract described by Book 68M page 83 and with the lines of said Survey S1°52'50"W, 67.38 feet to the Southwest corner of said Survey; thence S88°07'45"E, 201.53 feet to the point of beginning and containing 7.39 acres, as shown on the Survey prepared by Allstate Consultants on January 9, 2013 as Job # 12237.01.

**Legal Description of Milan Health Care Center**

A TRACT OF LAND BEING ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 62 NORTH, RANGE 20 WEST, IN SULLIVAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND 'T' POST AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 508.75 FEET (WESTERLY, 510' DEED) TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE SOUTH 00°01'27" WEST, A DISTANCE OF 200.03 FEET (SOUTHERLY, 200' DEED); THENCE NORTH 90°00'00" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 146.26 FEET (EASTERLY, 146' DEED) TO THE CENTERLINE OF FORMER MILAN TO BROWNING ROAD; THENCE SOUTH 25°41'24" WEST, THIS AND THE FOLLOWING THREE COURSES AND DISTANCES ALONG SAID CENTERLINE, A DISTANCE OF 332.46 FEET (331.67' DEED); THENCE SOUTH 44°53'37" WEST, A DISTANCE OF 269.53 FEET (269.6' DEED); THENCE SOUTH 18°18'32" WEST, A DISTANCE OF 125.66 FEET (125' DEED); THENCE SOUTH 17°41'12" EAST, A DISTANCE OF 139.99 FEET (140' DEED) TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD (NOW ABANDONED); THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A 3 DEGREE CURVE TO THE LEFT, HAVING A RADIUS OF 1909.86 FEET AND A CHORD BEARING OF SOUTH 61°25'44" WEST, A CHORD DISTANCE OF 97.83 FEET (96.07' DEED); THENCE NORTH 00°04'07" EAST, A DISTANCE OF 990.03 FEET (NORTHERLY, 990.24' DEED) TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 269.85 FEET (WESTERLY, 269.4' DEED) TO THE POINT OF BEGINNING.

**Legal Description of Chariton Park Health Care Center**

All that portion of the Northeast Quarter of the Northwest Quarter of Section Ten (10), Township Fifty-three (53) North, Range Seventeen (17) West, more particularly described as follows:

Commencing at the North Quarter corner of Section Ten (10), Township Fifty-Three (53) North, Range Seventeen (17) West, Chariton County, Missouri; Thence along the North line of said Section Ten (10), N88° 01' 15" W, 20.00 feet to the Point of beginning;


Thence from the point of beginning and leaving the North line of said Section Ten (10) , and with the Westerly right-of-way line of Manor Drive , S00° 43' 10" W, 451.60 feet; Thence leaving said right-of-way, N88°01'15''W, 482.29 feet; thence N00°43'10''E, 451.60 feet to the North line of said Section Ten (10); Thence with said North line , S88° 01' 15' E, 482.29 feet to the point of beginning.

Tax Id # 16-00324

IN WITNESS WHEREOF, the parties have executed this Consent to Amendment as of this \_\_\_ day of September, 2018.

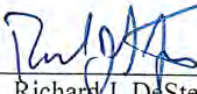
**FACILITY LANDLORDS:**

BKY Properties of St. Elizabeth, L.L.C., a Missouri corporation;  
Bridgewood Associates, L.L.C., a Missouri limited liability company;  
Crestwood Associates, L.L.C., a Missouri limited liability company;  
Milan Associates, L.L.C., a Missouri limited liability company;  
Salisbury Associates, L.L.C., a Missouri limited liability company;  
BKY Properties, Inc., a Missouri corporation;  
BKY Properties Viburnum LLC, a Missouri limited liability company; and  
Levering Associates, L.L.C., a Missouri limited liability company

By:   
Richard J. DeStefane  
*As President of each of the above  
entities intending to legally bind each  
of such entities by this signature in such capacity*

M-S Associates, L.P., a Missouri limited partnership

By: Randolph Pettis GP LLC, a Missouri limited liability company, its General Partner

By:   
Richard J. DeStefane, President

Heritage Park Associates, L.P., a Missouri limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By:   
Richard J. DeStefane, President

## SECOND AMENDMENT TO HUD FACILITIES MASTER LEASE

This Second Amendment to HUD Facilities Master Lease (this "Amendment") is entered into as of the 23rd day of December, 2013, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a "Facility Landlord", and collectively, "Original Landlords"), the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a "New Facility Landlord", and collectively, the "New Landlords", and New Landlords, collectively with Original Landlords, the "Landlord"), and TLG III L.L.P., a Missouri limited liability partnership ("Tenant").

WHEREAS, Original Landlords and Tenant have previously entered into that certain HUD Facilities Master Lease, dated as of October 30, 2012 (the "Lease"), as amended by that certain First Amendment to HUD Facilities Master Lease, dated as of April 1, 2013 (the "First Amendment"), pursuant to which, Original Landlords agreed to lease to Tenant and Tenant agreed to lease from Original Landlords, certain real property and the buildings and improvements thereon, each identified more under the column "Facility" and designated Original Landlords on Schedule A, each of which real property owned by the applicable Facility Landlord is described in Exhibits 1 through 6 attached hereto and made a part hereof (collectively, the "Original Demised Premises"); and

WHEREAS, New Facility Landlord is the owner of the real property, improvements, certificates of need and personal property constituting the long-term care facility identified opposite the name of the applicable New Facility Landlord under the column "Facility" and designated New Landlords on Schedule A, each of which real property owned by such New Facility Landlord is more particularly described on Exhibits 8 through 11 attached hereto and made a part hereof (the Facilities described in Exhibits 1 through 6 and 8 through 11, collectively, together with the property and rights described herein, individually, a "Real Property" and collectively, "Real Properties"), upon which certain buildings and improvements have been erected (individually, a "Facility", and collectively, the "Facilities") (the Real Properties and Facilities, collectively, the "Demised Premises"); and

WHEREAS, each New Facility Landlord is refinancing the Demised Premises owned by such New Facility Landlord with a loan from Housing and Healthcare Finance, LLC, a Delaware limited liability company ("Mortgagee") to be insured by the U.S. Department of Housing and Urban Development Federal Housing Administration ("HUD") under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (each a "New HUD Loan" and collectively, the "New HUD Loans"). The provisions under this Amendment that require approval of the Federal Housing Commissioner (the "Commissioner") shall apply so long as a New HUD Loan shall be outstanding. In connection with a New HUD Loan secured by a New Facility owned by a New Facility Landlord, such applicable New Facility Landlord who is the Borrower under the applicable New HUD Loan will be entering into a HUD Regulatory Agreement for Multifamily Housing Projects (the "Mortgagor Regulatory Agreement(s)") with the Commissioner, and will be securing such New HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with each New HUD

Loan, Tenant (and each of the Subtenants, as defined below) will be entering into a Regulatory Agreement Nursing Homes with the Commissioner (the "Lessee Regulatory Agreement(s)", and together with the Mortgagor Regulatory Agreement(s), the "Regulatory Agreements"). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the New HUD Loans as amended, modified, supplemented, and/or restated from time to time, are referred to herein as the "New HUD Loan Documents". In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreement, the terms of the Lessee Regulatory Agreement shall control. This Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

WHEREAS, the parties hereto desire to amend the Lease as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Lease shall remain in full force and the Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.
2. Joinder. Each New Facility Landlord hereby joins the Lease as a Landlord and agrees to be bound thereby and each Original Landlord and Tenant hereby consent and agree to such joinder. Each of the New Facility Landlord's Real Property is added to the Leased Premises under the Lease.
3. Schedules and Exhibits.
  - a. Schedule A is hereby replaced in its entirety and attached hereto.
  - b. Schedule B is hereby replaced in its entirety and attached hereto.
  - c. Schedule D is hereby replaced in its entirety and attached hereto.
  - d. Exhibits 8 through 11 are hereby added to the Lease and attached hereto and along with Exhibits 1 through 6 constitute the Real Properties.
4. All References to Exhibits 1 through 6. All references in the First Amendment to "Exhibits 1 through 6" are hereby replaced with "Exhibits 1 through 6 and 8 through 11".
5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

*Remainder of this page left intentionally blank. Signature page follows.*

FACILITY LANDLORD SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned have executed and delivered this Second Amendment to HUD Facilities Master Lease as of the date first above set forth.

LANDLORDS:

**LEVERING ASSOCIATES, L.L.C.**, a Missouri limited liability company;

**BKY PROPERTIES OF ST. ELIAZBETH, L.L.C.**, a Missouri limited liability company;

**BKY PROPERTIES VIBURNUM LLC**, a Missouri limited liability company;

**BKY PROPERTIES, INC.**, a Missouri corporation;

**SALISBURY ASSOCIATES, L.L.C.**, a Missouri limited liability company;

**BRIDGEWOOD ASSOCIATES, L.L.C.**, a Missouri limited liability company;

**CRESTWOOD ASSOCIATES, L.L.C.**, a Missouri limited liability company; and

**MILAN ASSOCIATES, L.L.C.**, a Missouri limited liability company;

By: \_\_\_\_\_

Name: Richard J. DeStefane

*As President of each of the above entities intending to legally bind each of such entities by this signature in such capacity*

**HERITAGE PARK ASSOCIATES, L.P.**, a Missouri limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By: \_\_\_\_\_

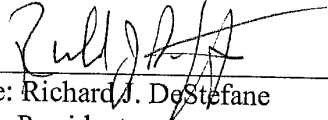
Name: Richard J. DeStefane

Its: President

[SIGNATURE PAGES CONTINUE]

**M-S ASSOCIATES, L.P.**, a Missouri  
limited partnership

By: Randolph Pettis GP, L.L.C., a Missouri  
limited liability company, its general partner

By:   
Name: Richard J. DeStefane  
Its: President

*[SIGNATURE PAGES CONTINUE]*



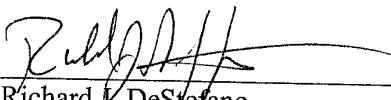
TENANT SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned has executed and delivered this Second Amendment to HUD Facilities Master Lease as of the date first above set forth.

TENANT:

TLG III L.L.P.,  
a Missouri limited liability partnership

By: RCG Inc., a Missouri corporation  
its General Partner

By:   
Name: Richard V. DeStefano  
Its: President

**SCHEDULE A TO HUD FACILITIES MASTER LEASE**

**Original Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties of St. Elizabeth, L.L.C.	St. Elizabeth Care Center	\$2,192,600.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$12,116,000.00
Salisbury Associates, L.L.C.	Chariton Park Health Care Center	\$5,368,000.00
Heritage Park Associates, L.P.	Heritage Care Center of Berkeley	\$5,649,700.00

**New Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
Bridgewood Associates, L.L.C.	Bridgewood Health Care Center	\$5,874,200.00
Crestwood Associates, L.L.C.	Crestwood Health Care Center	\$5,989,500.00
Milan Associates, L.L.C.	Milan Health Care Center	\$4,282,600.00
M-S Associates, L.P.	North Village Park	\$6,308,700.00

{1020/058/00053837.1}

## SCHEDULE B TO HUD FACILITIES MASTER LEASE

### BASE RENTS

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of St. Elizabeth, Inc.  
d/b/a/ St. Elizabeth Care Center

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,192,600.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22064; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$12,116,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43097; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Heritage Care Center of Berkeley, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of November 29, 2011, in the original principal amount of \$5,649,700.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22052; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Chariton Park Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of March 28, 2012, in the original principal amount of \$5,368,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22038; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Bridgewood Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of December 23, 2013, in the original principal amount of \$5,874,200.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22050; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Crestwood Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of December 23, 2013, in the original principal amount of \$5,989,500.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22077; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

BKY Healthcare of Milan, Inc.  
d/b/a Milan Health Care Center

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of December 23, 2013, in the original principal amount of \$4,283,600.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22051; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

North Village Park, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of December 23, 2013, in the original principal amount of \$6,308,700.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22062; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

**SCHEDULE D TO HUD FACILITIES MASTER LEASE**

**SUBTENANTS**

<b><u>LEASED PREMISES</u></b>	<b><u>SUBTENANT</u></b>
Westview Nursing Home	MMA Healthcare of Center, Inc.
St. Elizabeth Care Center	MMA Healthcare of St. Elizabeth, Inc.
Stonecrest Healthcare	MMA Healthcare of Viburnum, Inc.
Levering Regional Health Care Center	Levering Regional Health Care Center, L.L.C.
Chariton Park Health Care Center	Chariton Park Health Care Center, L.L.C.
Heritage Care Center of Berkeley	Heritage Park Health Care Center, L.L.C.
Bridgewood Health Care Center	Bridgewood Health Care Center, L.L.C.
Crestwood Health Care Center	Crestwood Health Care Center, L.L.C.
Milan Health Care Center	BKY Healthcare of Milan, Inc.
North Village Park	North Village Park, L.L.C.



## EXHIBIT 1

### MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home

#### (Legal Description)

A tract of land being part of Division One (1) of Flowerree Heirs' Partition of the North Half (N-1/2) of Section Thirty-Five (35), Township Fifty-Five (55) North, Range Six (6) West of the Fifth Principal Meridian, City of Center, Ralls County, Missouri, and being more fully described as follows, to-wit: Beginning at the Southwest corner of said Division One (1); thence North 00 degrees 00 minutes 32 seconds West a distance of 258.44 feet along the West line of said Division One (1) to the Southerly right-of-way of Missouri State Route CC and a 5/8 inch rebar set, a found iron pin bears North 22 degrees 56 minutes 45 seconds East a distance of 1/43 feet from the above described corner; thence along said Southerly right-of-way the following 5 courses, South 88 degrees 43 minutes 40 seconds East a distance of 16.32 feet to a 5/8 inch rebar set; thence South 88 degrees 01 minutes 11 seconds East a distance of 226.60 feet to a 5/8 inch rebar set; thence South 88 degrees 05 minutes 04 seconds East a distance of 173.49 feet to a 5/8 inch rebar set; thence North 88 degrees 19 minutes 35 seconds East a distance of 100.12 feet to a found iron pin; thence South 88 degrees 41 minutes 22 seconds East a distance of 125.27 feet to a found iron pin; thence leaving said Southerly right-of-way South 00 degrees 00 minutes 32 seconds East a distance of 260.74 feet to the North right-of-way line of Ely Street and a found iron pin; thence North 88 degrees 33 minutes 02 seconds West along said North right-of-way a distance of 641.77 feet to the point of beginning, containing 3.79 acres, more or less, and being subject to and having the benefit of any easements, rights-of-way and restrictions now of record or not of record.

## EXHIBIT 2

### MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center

#### (Legal Description)

A Tract of land lying in the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 40 North, Range 12 West of the Fifth Principal Meridian, Miller County, Missouri, and more particularly described as follows: Beginning at a Found 3/8" iron rod marking the Northeast corner of the herein described tract, which is located North 89 degrees 15 minutes 50 seconds West a distance of 148.50 feet from the Northeast corner of the Northwest quarter of the Southwest quarter of Northwest quarter of said section 4; thence leaving the quarter quarter section line of said Section 4, South 00 degrees 50 minutes 55 seconds West a distance of 491.78 feet to a found 3/8" iron rod; thence North 89 degrees 15 minutes 50 seconds West a distance of 395.92 feet to a point on the East right of way line of South Walnut Street (60 feet wide), also known as State Highway 52, from which point a found 3/8" iron rod bears North 33 degrees 54 minutes west, 0.66 feet; thence along the said East right of way line of South Walnut Street, North 04 degrees 41 minutes 00 seconds West a distance of 160.61 feet to a set 1/2" x 18" rebar with plastic cap stamped "Marler L.S. 347-D" (typical) at a point of curvature; thence along a curve to the right having a radius of 686.18 feet, an arc length of 141.30 feet, and a chord bearing and distance of North 01 degree 12 minutes 57 seconds East, 141.05 feet to a cut cross in concrete being the Southwest corner of property now or formerly of Brandon V. and Kindra G. York, per the deed recorded in deed book 2007 page 6470 of the Miller County Land records; thence leaving the East right of way line of South Walnut, and along the South line of said York property, South 88 degrees 43 minutes 40 seconds East a distance of 116.25 feet to a cut cross at the Southeast corner of said York property; thence North 11 degrees 32 minutes 31 seconds East a distance of 195.39 feet to a set rebar in the aforesaid quarter quarter section line; thence along said quarter quarter section line, South 89 degrees 15 minutes 50 seconds East a distance of 258.00 feet to the point of beginning, containing 175,459 square feet, or 4.028 acres, more or less, as surveyed by Marler Surveying Co., Inc. during the month of November, 2008.

### EXHIBIT 3

#### MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare

#### (Legal Description)

A tract of land which is fractional part of the Southwest quarter of the Northeast quarter of Section 27, Township 35 North, Range 2 West, Iron County, Missouri, more particularly described as follows: Commencing at the Southern corner of the Northeast quarter of Section 27, Township 35 North, Range 2 West; thence North 72 degrees 23 minutes 24 seconds West, 2,034.84 feet to the Northwest corner of Lot 45, Block 33, of the Sixth Addition in the Town of Viburnum, Missouri, a point on the East right of way of Missouri State Highway "Y" and the True Point of Beginning; thence along the North line of said Block 35 of the Sixth Addition South 87 degrees 59 minutes 31 seconds East (recorded South 87 degrees 48 ½ minutes East) 353.56 feet; thence continuing North 55 degrees 07 minutes 59 seconds East (recorded North 55 degrees 19 minutes East) 312.77 feet; thence departing said North line of Block 33, North 0 degrees 34 minutes 20 seconds East 269.93 feet to a point being the Northeast corner of herein described tract said point also being the Southeast corner of a 0.86 acre tract of land conveyed by The Doe Run Company to Richard C. Williamson and Ruth Ann Williamson, his wife, by Special Warranty Deed dated the 9<sup>th</sup> day of October, 1989; thence along the South line of said 0.86 acre tract of land South 90 degrees 00 minutes 00 seconds West, 633.27 feet (recorded 623.23 feet) to the East right of way of Missouri State Highway "Y"; thence along said East right of way South 9 degrees 33 minutes 31 seconds West , 30.87 feet; thence on a curve an arc length of 295.21 feet (recorded 1,462.4 feet); thence continuing South 2 degrees 00 minutes 29 seconds West, 111.89 feet to the Northwest corner of Lot 45, Block 33, Sixth Addition to the Town of Viburnum and to the True Point of Beginning, said tract containing 5.71 acres, more or less.

NOTE: The above mentioned Lot 45, Block 33 of the Sixth Addition, Town of Viburnum, is shown on a plat of the Sixth Addition recorded in Plat Book 4 at page 47, in the Recorder's Office of Iron County, Missouri.

Subject to: deed restrictions, easements, rights-of-way of record, and zoning regulations.  
Locator number 372174

**EXHIBIT 4**

**Levering Regional Health Care Center, L.L.C.**

**(Legal Description)**

A Tract of land being all of Lots 2, 3, 9, 11 thru 16 and part of Lots 1, 4 and 17 in Block 1 of Griffith's Addition to the City of Hannibal, Marion County, Missouri and being more fully described as follows, to-wit:

Beginning at the Southwest corner of Lot 9 and the True Point of Beginning; thence North 14 degrees 45 minutes 22 seconds West along the Easterly Right-of-Way line of Dowling Street a distance of 215.38 feet; thence leaving said Easterly Right-of-Way line North 56 degrees 52 minutes 04 seconds East a distance of 22.52 feet; thence North 38 degrees 37 minutes 08 seconds East a distance of 19.78 feet; thence North 26 degrees 59 minutes 15 seconds East a distance of 16.52 feet; thence North 75 degrees 14 minutes 12 seconds East a distance of 79.27 feet to a found iron pin; thence North 12 degrees 12 minutes 46 seconds West a distance of 30.80 feet to a found iron pin; thence North 74 degrees 54 minutes 23 seconds East a distance of 52.60 feet to a found iron pin; thence South 11 degrees 38 minutes 42 seconds East a distance of 31.05 feet to a found iron pin on the North line of a vacated 16 foot wide Alley; thence North 78 degrees 30 minutes 28 seconds East along the North line of said vacated 16 foot wide Alley a distance of 148.04 feet; thence leaving said North line North 06 degrees 36 minutes 09 seconds West along a line 12 feet East of and parallel with the West line of said Lot 4 a distance of 163.18 feet to a cut "X" on the Southerly Right-of-Way line of Broadway Street; thence North 89 degrees 47 minutes 23 seconds East along the Southerly Right-of-Way line of said Broadway Street a distance of 110.73 feet to a found cut "X" on the Westerly Right-of-Way line of Houston Street; thence South 00 degrees 05 minutes 39 seconds West along said Westerly Right-of-Way line a distance of 305.65 feet to a found cut "X" on the Northerly Right-of-Way line of Market Street; thence leaving the Westerly Right-of-Way line of said Houston Street South 63 degrees 50 minutes 35 seconds West along the Northerly Right-of-Way line of said Market Street a distance of 387.24 feet to the True Point of Beginning.

**EXHIBIT 5**

**Chariton Park Health Care Center, L.L.C.**

**(Legal Description)**

All that portion of the Northeast Quarter of the Northwest Quarter of Section Ten (10), Township Fifty-three (53) North, Range Seventeen (17) West, more particularly described as follows:

Commencing at the North Quarter corner of Section Ten (10) , Township Fifty-Three (53) North, Range Seventeen (17) West, Chariton County, Missouri; Thence along the North line of said Section Ten (10), N88° 01' 15" W, 20.00 feet to the Point of beginning;

Thence from the point of beginning and leaving the North line of said Section Ten (10) , and with the Westerly right-of-way line of Manor Drive , S00° 43' 10" W, 451.60 feet; Thence leaving said right-of-way, N88°01'15"W, 482.29 feet; thence N00°43'10"E, 451.60 feet to the North line of said Section Ten (10); Thence with said North line , S88° 01' 15' E, 482.29 feet to the point of beginning.

Tax Id # 16-00324

## EXHIBIT 6

### Heritage Care Center of Berkeley, L.L.C.,

#### (Legal Description)

A tract of land being part of Lot 2 of "Amoco Hanley Subdivision", according to the plat thereof recorded in Plat Book 290, Page 98 of the St. Louis County Records, situated in U.S. Survey 3082 Township 46 North, Range 6 East, in the City of Berkeley, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Weldon Avenue, (as established by City of Berkeley Ordinance Number 2802, forty feet wide) at the Southwestern corner of Lot 1 of said Subdivision, thence along said Northern line, South  $78^{\circ} 41' 52''$  West, a distance of 313.18 feet to a point on the Eastern line of Lot 1 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North  $11^{\circ} 59' 20''$  West, a distance of 12.50 feet to a point; thence continuing along the Northern line of Weldon Avenue, South  $78^{\circ} 41' 52''$  West, a distance of 276.65 feet to a point; thence North  $10^{\circ} 18' 16''$  West, a distance of 229.71 feet to a point; thence North  $78^{\circ} 58' 45''$  East, a distance of 100.00 feet to a point; thence North  $11^{\circ} 01' 15''$  West, a distance of 20.00 feet to a point on the Southern line of vacated Annie Avenue (twenty feet wide); thence along said Southern Line, North  $78^{\circ} 58' 45''$  East, a distance of 169.57 feet to a point on the Eastern line of Lot 2 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North  $11^{\circ} 59' 20''$  West, a distance of 76.52 feet to a point on the Southern line of a tract of land conveyed to the Bi-State Development Agency by Deed recorded in Book 8771, Page 2232 of the St. Louis County Records; thence along said Southern line, South  $86^{\circ} 03' 16''$  East, a distance of 100.42 feet to a point; thence South  $69^{\circ} 07' 39''$  East, a distance of 260.33 feet to a point on the Western line of Lot 1 of "Amoco Hanley Subdivision", as aforementioned; thence along the line between Lots 1 and 2, South  $11^{\circ} 18' 08''$  East, a distance of 172.33 feet to the point of beginning.

**EXHIBIT 8**

**Bridgewood Health Care Center, L.L.C.**

**(Legal Description)**

All Tract 1 of, Red Bridge Care Center, a subdivision in Kansas City, Jackson County, Missouri.

**EXHIBIT 9**

**Crestwood Health Care Center, L.L.C.**

**(Legal Description)**

A tract of land in U.S. Survey 2471, Township 47 North, Range 7 East, being more particularly described as follows:

Beginning at a point in Mehl Avenue and in the West line of said Survey 2471, being the Northwest corner of a 3-1/2 acre tract conveyed to Joseph James Fisher and wife by deed recorded in Book 2029 page 420 of the St. Louis County Records; thence along the North line of tract so conveyed South 88 degrees 31 minutes East, 751.57 feet to an iron rod at the Northeast corner of tract so conveyed; thence North 1 degree 12 minutes East 369.77 feet, more or less, to a point in the North line of larger tract of land (of which this tract is a part) acquired by Ernest Gieselmann by deed recorded in Book 302 page 560 of said records, distant 511.40 feet West from its intersection with the West line of Old Halls Ferry Road; thence West along said North line a distance of 748.92 feet, more or less, to a point on the West line of said Survey 2471; thence South 1 degree 29 minutes West 358.64 feet, more or less, to the point of beginning.



**EXHIBIT 10**

**BKY Healthcare of Milan, Inc. d/b/a Milan Health Care Center**

**(Legal Description)**

A TRACT OF LAND BEING ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 62 NORTH, RANGE 20 WEST, IN SULLIVAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND 'T' POST AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 508.75 FEET (WESTERLY, 510' DEED) TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE SOUTH 00°01'27" WEST, A DISTANCE OF 200.03 FEET (SOUTHERLY, 200' DEED); THENCE NORTH 90°00'00" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 146.26 FEET (EASTERLY, 146' DEED) TO THE CENTERLINE OF FORMER MILAN TO BROWNING ROAD; THENCE SOUTH 25°41'24" WEST, THIS AND THE FOLLOWING THREE COURSES AND DISTANCES ALONG SAID CENTERLINE, A DISTANCE OF 332.46 FEET (331.67' DEED); THENCE SOUTH 44°53'37" WEST, A DISTANCE OF 269.53 FEET (269.6' DEED); THENCE SOUTH 18°18'32" WEST, A DISTANCE OF 125.66 FEET (125' DEED); THENCE SOUTH 17°41'12" EAST, A DISTANCE OF 139.99 FEET (140' DEED) TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD (NOW ABANDONED); THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A 3 DEGREE CURVE TO THE LEFT, HAVING A RADIUS OF 1909.86 FEET AND A CHORD BEARING OF SOUTH 61°25'44" WEST, A CHORD DISTANCE OF 97.83 FEET (96.07' DEED); THENCE NORTH 00°04'07" EAST, A DISTANCE OF 990.03 FEET (NORTHERLY, 990.24' DEED) TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 269.85 FEET (WESTERLY, 269.4' DEED) TO THE POINT OF BEGINNING.

**EXHIBIT 11**

**North Village Park, L.L.C.**

**(Legal Description)**

Part of Northwest Quarter of the Southeast Quarter of Section 25, Township 54 North, Range 14 West, Moberly, Randolph County, Missouri, being the tract described by the Warranty Deed recorded in Book 68M page 83, except that part of said tract being described by the Warranty Deed recorded in Book 585 page 364 and being more particularly described as follows:

Commencing at the Northeast corner of the tract described by the Survey recorded in Sleeve 356B Page 1 on the West right-of-way line of Silva Lane, S88°08'30"W, 20.00 feet from the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 25-54-14; thence with said West right-of-way line, S1°28'00"W, 245.00 feet to the Southeast corner of said Survey and the Southeast corner of the tract described by the Warranty Deed recorded in Book 585 page 364 and the point of beginning;

Thence from the point of beginning, continuing S1°28'00"W, 435.90 feet to the Southeast corner of said tract described by the Warranty Deed recorded in Book 68M Page 83; thence leaving said West right-of-way line and with the lines of said tract, S66°21'20"W, 582.84 feet; thence N0°55'00"E, 759.76 feet; thence S87°13'00"E, 334.10 feet to the West line of said Survey recorded in Sleeve 356B Page 1; thence leaving the lines of said tract described by Book 68M page 83 and with the lines of said Survey S1°52'50"W, 67.38 feet to the Southwest corner of said Survey; thence S88°07'45"E, 201.53 feet to the point of beginning and containing 7.39 acres, as shown on the Survey prepared by Allstate Consultants on January 9, 2013 as Job # 12237.01.

## FIRST AMENDMENT TO HUD FACILITIES MASTER LEASE

This First Amendment to HUD Facilities Master Lease (this "Amendment") is entered into as of the 1st day of April, 2013, by and among the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a "Facility Landlord", and collectively, "Original Landlords"), the entities set forth and so designated on Schedule A, attached hereto and made a part hereof (individually, a "New Facility Landlord", and collectively, the "New Landlords", and New Landlords, collectively with Original Landlords, the "Landlord"), and TLG III L.L.P., a Missouri limited liability partnership ("Tenant").

WHEREAS, Original Landlords and Tenant have previously entered into that certain HUD Facilities Master Lease, dated as of October 30, 2012 (the "Lease"), pursuant to which, Original Landlords agreed to lease to Tenant and Tenant agreed to lease from Original Landlords, certain real property and the buildings and improvements thereon, each identified more under the column "Facility" and designated Original Landlords on Schedule A, each of which real property owned by the applicable Facility Landlord is described in Exhibits 1 through 4 attached hereto and made a part hereof (collectively, the "Original Demised Premises"); and

WHEREAS, New Facility Landlord is the owner of the real property, improvements, certificates of need and personal property constituting the long-term care facility identified opposite the name of the applicable New Facility Landlord under the column "Facility" and designated New Landlords on Schedule A, each of which real property owned by such New Facility Landlord is more particularly described on Exhibits 5 through 6 attached hereto and made a part hereof (the Facilities described in Exhibits 1 through 6, collectively, together with the property and rights described herein, individually, a "Real Property" and collectively, "Real Properties"), upon which certain buildings and improvements have been erected (individually, a "Facility", and collectively, the "Facilities") (the Real Properties and Facilities, collectively, the "Demised Premises"); and

WHEREAS, each New Facility Landlord has refinanced the Demised Premises owned by such New Facility Landlord with a loan from Housing and Healthcare Finance, LLC, a Delaware limited liability company ("Mortgagee") insured by the U.S. Department of Housing and Urban Development Federal Housing Administration ("HUD") under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (each a "HUD Loan" and collectively, the "HUD Loans"). The provisions under this Amendment that require approval of the Federal Housing Commissioner (the "Commissioner") shall apply so long as a HUD Loan shall be outstanding. In connection with a HUD Loan secured by a Facility owned by a New Facility Landlord, such applicable New Facility Landlord who is the Borrower under the applicable HUD Loan has entered into a HUD Regulatory Agreement for Multifamily Housing Projects (the "Mortgagor Regulatory Agreement(s)") with the Commissioner, and has secured such HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with each HUD Loan, Tenant (and each of the Subtenants, as defined below) has entered into a Regulatory Agreement Nursing Homes with the Commissioner (the "Lessee

entered into a Regulatory Agreement Nursing Homes with the Commissioner (the "Lessee Regulatory Agreement(s)", and together with the Mortgagor Regulatory Agreement(s), the "Regulatory Agreements"). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the HUD Loans as amended, modified, supplemented, and/or restated from time to time, are referred to herein as the "HUD Loan Documents". In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreement, the terms of the Lessee Regulatory Agreement shall control. This Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

WHEREAS, the parties hereto desire to amend the Lease as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effect of Amendment. Except as explicitly amended and modified herein, all other terms and conditions of the Lease shall remain in full force and the Lease shall not be further amended or modified unless agreed to in writing by the parties hereto.
2. Joinder. Each New Facility Landlord hereby joins the Lease as a Landlord and agrees to be bound thereby and each Original Landlord and Tenant hereby consent and agree to such joinder. Each of the New Facility Landlord's Real Property is added to the Leased Premises under the Lease.
3. Schedule and Exhibits.
  - a. Schedule A is hereby replaced in its entirety and attached hereto.
  - b. Schedule B is hereby replaced in its entirety and attached hereto.
  - c. Schedule D is hereby replaced in its entirety and attached hereto.
  - d. Exhibits 1 through 4 are hereby replaced in their entirety with Exhibits 1 through 6 attached hereto and constituting the Real Properties.
4. All References to Exhibits 1 through 4. All references in the Lease to "Exhibits 1 through 4" are hereby replaced with "Exhibits 1 through 6".
5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

*Remainder of this page left intentionally blank. Signature page follows.*

FACILITY LANDLORD SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned have executed and delivered this First Amendment to HUD Facilities Master Lease as of the date first above set forth.

LANDLORDS:

**LEVERING ASSOCIATES, L.L.C.**, a Missouri limited liability company;  
**BKY PROPERTIES OF ST. ELIAZBETH, L.L.C.**, a Missouri limited liability company;  
**BKY PROPERTIES VIBURNUM LLC**, a Missouri limited liability company;  
**BKY PROPERTIES, INC.**, a Missouri corporation; and  
**SALISBURY ASSOCIATES, L.L.C.**, a Missouri limited liability company

By: \_\_\_\_\_

Name: Richard J. DeStefane

*As President of each of the above entities intending to legally bind each of such entities by this signature in such capacity*

**HERITAGE PARK ASSOCIATES, L.P.**, a Missouri limited partnership

By: Reliant Care Group of Webster, Inc.,  
a Missouri corporation, its General Partner

By: \_\_\_\_\_

Name: Richard J. DeStefane

Its: President

[SIGNATURE PAGES CONTINUE]

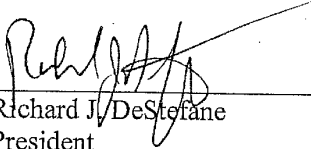
TENANT SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO HUD FACILITIES MASTER LEASE

In witness whereof, the undersigned has executed and delivered this First Amendment to HUD Facilities Master Lease as of the date first above set forth.

TENANT:

TLG III L.L.P.,  
a Missouri limited liability partnership

By: RCG Inc., a Missouri corporation  
its General Partner

By:   
Name: Richard J. DeStefano  
Its: President

**SCHEDULE A TO HUD FACILITIES MASTER LEASE**

**Original Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties of St. Elizabeth, L.L.C.	St. Elizabeth Care Center	\$2,192,600.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$12,116,000.00

**New Landlords**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
Salisbury Associates, L.L.C.	Chariton Park Health Care Center	\$5,368,000.00
Heritage Park Associates, L.P.	Heritage Care Center of Berkeley	\$5,649,700.00

{1020/058/00053837.1}

**SCHEDULE B TO HUD FACILITIES MASTER LEASE**

**BASE RENTS**

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of St. Elizabeth, Inc.  
d/b/a/ St. Elizabeth Care Center

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,192,600.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22064; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.



MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$12,116,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43097; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Heritage Care Center of Berkeley, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of November 29, 2011, in the original principal amount of \$5,649,700.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22052; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant;
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Chariton Park Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of March 28, 2012, in the original principal amount of \$5,368,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 084-22038; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant;
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

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**SCHEDULE D TO HUD FACILITIES MASTER LEASE**

**SUBTENANTS**

<b><u>LEASED PREMISES</u></b>	<b><u>SUBTENANT</u></b>
Westview Nursing Home	MMA Healthcare of Center, Inc.
St. Elizabeth Care Center	MMA Healthcare of St. Elizabeth, Inc.
Stonecrest Healthcare	MMA Healthcare of Viburnum, Inc.
Levering Regional Health Care Center	Levering Regional Health Care Center, L.L.C.
Chariton Park Health Care Center	Chariton Park Health Care Center, L.L.C.
Heritage Care Center of Berkeley	Heritage Park Health Care Center, L.L.C.

**EXHIBIT 1**

**MMA Healthcare of Center, Inc. d/b/a Westview Nursing Home**

**(Legal Description)**

A tract of land being part of Division One (1) of Flowerree Heirs' Partition of the North Half (N-1/2) of Section Thirty-Five (35), Township Fifty-Five (55) North, Range Six (6) West of the Fifth Principal Meridian, City of Center, Ralls County, Missouri, and being more fully described as follows, to-wit: Beginning at the Southwest corner of said Division One (1); thence North 00 degrees 00 minutes 32 seconds West a distance of 258.44 feet along the West line of said Division One (1) to the Southerly right-of-way of Missouri State Route CC and a 5/8 inch rebar set, a found iron pin bears North 22 degrees 56 minutes 45 seconds East a distance of 1/43 feet from the above described corner; thence along said Southerly right-of-way the following 5 courses, South 88 degrees 43 minutes 40 seconds East a distance of 16.32 feet to a 5/8 inch rebar set; thence South 88 degrees 01 minutes 11 seconds East a distance of 226.60 feet to a 5/8 inch rebar set; thence South 88 degrees 05 minutes 04 seconds East a distance of 173.49 feet to a 5/8 inch rebar set; thence North 88 degrees 19 minutes 35 seconds East a distance of 100.12 feet to a found iron pin; thence South 88 degrees 41 minutes 22 seconds East a distance of 125.27 feet to a found iron pin; thence leaving said Southerly right-of-way South 00 degrees 00 minutes 32 seconds East a distance of 260.74 feet to the North right-of-way line of Ely Street and a found iron pin; thence North 88 degrees 33 minutes 02 seconds West along said North right-of-way a distance of 641.77 feet to the point of beginning, containing 3.79 acres, more or less, and being subject to and having the benefit of any easements, rights-of-way and restrictions now of record or not of record.

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**EXHIBIT 2**

**MMA Healthcare of St. Elizabeth, Inc. d/b/a St. Elizabeth Care Center**

**(Legal Description)**

A Tract of land lying in the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 40 North, Range 12 West of the Fifth Principal Meridian, Miller County, Missouri, and more particularly described as follows: Beginning at a Found 3/8" iron rod marking the Northeast corner of the herein described tract, which is located North 89 degrees 15 minutes 50 seconds West a distance of 148.50 feet from the Northeast corner of the Northwest quarter of the Southwest quarter of Northwest quarter of said section 4; thence leaving the quarter quarter section line of said Section 4, South 00 degrees 50 minutes 55 seconds West a distance of 491.78 feet to a found 3/8" iron rod; thence North 89 degrees 15 minutes 50 seconds West a distance of 395.92 feet to a point on the East right of way line of South Walnut Street (60 feet wide), also known as State Highway 52, from which point a found 3/8" iron rod bears North 33 degrees 54 minutes west, 0.66 feet; thence along the said East right of way line of South Walnut Street, North 04 degrees 41 minutes 00 seconds West a distance of 160.61 feet to a set 1/2" x 18" rebar with plastic cap stamped "Marler L.S. 347-D" (typical) at a point of curvature; thence along a curve to the right having a radius of 686.18 feet, an arc length of 141.30 feet, and a chord bearing and distance of North 01 degree 12 minutes 57 seconds East, 141.05 feet to a cut cross in concrete being the Southwest corner of property now or formerly of Brandon V. and Kindra G. York, per the deed recorded in deed book 2007 page 6470 of the Miller County Land records; thence leaving the East right of way line of South Walnut, and along the South line of said York property, South 88 degrees 43 minutes 40 seconds East a distance of 116.25 feet to a cut cross at the Southeast corner of said York property; thence North 11 degrees 32 minutes 31 seconds East a distance of 195.39 feet to a set rebar in the aforesaid quarter quarter section line; thence along said quarter quarter section line, South 89 degrees 15 minutes 50 seconds East a distance of 258.00 feet to the point of beginning, containing 175,459 square feet, or 4.028 acres, more or less, as surveyed by Marler Surveying Co., Inc. during the month of November, 2008.

**EXHIBIT 3**

**MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare**

**(Legal Description)**

A tract of land which is fractional part of the Southwest quarter of the Northeast quarter of Section 27, Township 35 North, Range 2 West, Iron County, Missouri, more particularly described as follows: Commencing at the Southern corner of the Northeast quarter of Section 27, Township 35 North, Range 2 West; thence North 72 degrees 23 minutes 24 seconds West, 2,034.84 feet to the Northwest corner of Lot 45, Block 33, of the Sixth Addition in the Town of Viburnum, Missouri, a point on the East right of way of Missouri State Highway "Y" and the True Point of Beginning; thence along the North line of said Block 35 of the Sixth Addition South 87 degrees 59 minutes 31 seconds East (recorded South 87 degrees 48 ½ minutes East) 353.56 feet; thence continuing North 55 degrees 07 minutes 59 seconds East (recorded North 55 degrees 19 minutes East) 312.77 feet; thence departing said North line of Block 33, North 0 degrees 34 minutes 20 seconds East 269.93 feet to a point being the Northeast corner of herein described tract said point also being the Southeast corner of a 0.86 acre tract of land conveyed by The Doe Run Company to Richard C. Williamson and Ruth Ann Williamson, his wife, by Special Warranty Deed dated the 9<sup>th</sup> day of October, 1989; thence along the South line of said 0.86 acre tract of land South 90 degrees 00 minutes 00 seconds West, 633.27 feet (recorded 623.23 feet) to the East right of way of Missouri State Highway "Y"; thence along said East right of way South 9 degrees 33 minutes 31 seconds West, 30.87 feet; thence on a curve an arc length of 295.21 feet (recorded 1,462.4 feet); thence continuing South 2 degrees 00 minutes 29 seconds West, 111.89 feet to the Northwest corner of Lot 45, Block 33, Sixth Addition to the Town of Viburnum and to the True Point of Beginning, said tract containing 5.71 acres, more or less.

NOTE: The above mentioned Lot 45, Block 33 of the Sixth Addition, Town of Viburnum, is shown on a plat of the Sixth Addition recorded in Plat Book 4 at page 47, in the Recorder's Office of Iron County, Missouri.

Subject to: deed restrictions, easements, rights-of-way of record, and zoning regulations.

Locator number 372174

**EXHIBIT 4**

**Levering Regional Health Care Center, L.L.C.**

**(Legal Description)**

A Tract of land being all of Lots 2, 3, 9, 11 thru 16 and part of Lots 1, 4 and 17 in Block 1 of Griffith's Addition to the City of Hannibal, Marion County, Missouri and being more fully described as follows, to-wit:

Beginning at the Southwest corner of Lot 9 and the True Point of Beginning; thence North 14 degrees 45 minutes 22 seconds West along the Easterly Right-of-Way line of Dowling Street a distance of 215.38 feet; thence leaving said Easterly Right-of-Way line North 56 degrees 52 minutes 04 seconds East a distance of 22.52 feet; thence North 38 degrees 37 minutes 08 seconds East a distance of 19.78 feet; thence North 26 degrees 59 minutes 15 seconds East a distance of 16.52 feet; thence North 75 degrees 14 minutes 12 seconds East a distance of 79.27 feet to a found iron pin; thence North 12 degrees 12 minutes 46 seconds West a distance of 30.80 feet to a found iron pin; thence North 74 degrees 54 minutes 23 seconds East a distance of 52.60 feet to a found iron pin; thence South 11 degrees 38 minutes 42 seconds East a distance of 31.05 feet to a found iron pin on the North line of a vacated 16 foot wide Alley; thence North 78 degrees 30 minutes 28 seconds East along the North line of said vacated 16 foot wide Alley a distance of 148.04 feet; thence leaving said North line North 06 degrees 36 minutes 09 seconds West along a line 12 feet East of and parallel with the West line of said Lot 4 a distance of 163.18 feet to a cut "X" on the Southerly Right-of-Way line of Broadway Street; thence North 89 degrees 47 minutes 23 seconds East along the Southerly Right-of-Way line of said Broadway Street a distance of 110.73 feet to a found cut "X" on the Westerly Right-of-Way line of Houston Street; thence South 00 degrees 05 minutes 39 seconds West along said Westerly Right-of-Way line a distance of 305.65 feet to a found cut "X" on the Northerly Right-of-Way line of Market Street; thence leaving the Westerly Right-of-Way line of said Houston Street South 63 degrees 50 minutes 35 seconds West along the Northerly Right-of-Way line of said Market Street a distance of 387.24 feet to the True Point of Beginning.

**EXHIBIT 5**

**Chariton Park Health Care Center, L.L.C.**

**(Legal Description)**

All that portion of the Northeast Quarter of the Northwest Quarter of Section Ten (10), Township Fifty-three (53) North, Range Seventeen (17) West, more particularly described as follows:

Commencing at the North Quarter corner of Section Ten (10) , Township Fifty-Three (53) North, Range Seventeen (17) West, Chariton County, Missouri; Thence along the North line of said Section Ten (10), N88° 01' 15" W, 20.00 feet to the Point of beginning;

Thence from the point of beginning and leaving the North line of said Section Ten (10) , and with the Westerly right-of-way line of Manor Drive , S00° 43' 10" W, 451.60 feet; Thence leaving said right-of-way, N88°01'15"W, 482.29 feet; thence N00°43'10"E, 451.60 feet to the North line of said Section Ten (10); Thence with said North line , S88° 01' 15' E, 482.29 feet to the point of beginning.

Tax Id # 16-00324



**EXHIBIT 6**

**Heritage Care Center of Berkeley, L.L.C.,**

**(Legal Description)**

A tract of land being part of Lot 2 of "Amoco Hanley Subdivision", according to the plat thereof recorded in Plat Book 290, Page 98 of the St. Louis County Records, situated in U.S. Survey 3082 Township 46 North, Range 6 East, in the City of Berkeley, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Weldon Avenue, (as established by City of Berkeley Ordinance Number 2802, forty feet wide) at the Southwestern corner of Lot 1 of said Subdivision, thence along said Northern line, South 78° 41' 52" West, a distance of 313.18 feet to a point on the Eastern line of Lot 1 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North 11° 59' 20" West, a distance of 12.50 feet to a point; thence continuing along the Northern line of Weldon Avenue, South 78° 41' 52" West, a distance of 276.65 feet to a point; thence North 10° 18' 16" West, a distance of 229.71 feet to a point; thence North 78° 58' 45" East, a distance of 100.00 feet to a point; thence North 11° 01' 15" West, a distance of 20.00 feet to a point on the Southern line of vacated Annie Avenue (twenty feet wide); thence along said Southern Line, North 78° 58' 45" East, a distance of 169.57 feet to a point on the Eastern line of Lot 2 of the Partition of the Estate of Elizabeth Jones; thence along said Eastern line, North 11° 59' 20" West, a distance of 76.52 feet to a point on the Southern line of a tract of land conveyed to the Bi-State Development Agency by Deed recorded in Book 8771, Page 2232 of the St. Louis County Records; thence along said Southern line, South 86° 03' 16" East, a distance of 100.42 feet to a point; thence South 69° 07' 39" East, a distance of 260.33 feet to a point on the Western line of Lot 1 of "Amoco Hanley Subdivision", as aforementioned; thence along the line between Lots 1 and 2, South 11° 18' 08" East, a distance of 172.33 feet to the point of beginning.

**THIS HUD FACILITIES MASTER LEASE** ("**Lease**") is entered into as of October 30, 2012, by and among the entities set forth on **Schedule "A"** attached hereto and made a part hereof (individually, a "**Facility Landlord**", and collectively, the "**Landlord**"), and TLG III L.L.P., a Missouri Limited Liability Partnership (the "**Tenant**"), with respect to the following facts:

### RECITALS

A. **WHEREAS**, as of Initial Commencement Date (defined herein) of this Lease, each Facility Landlord will be the owner of the real property, improvements, and personal property constituting the long-term care facility identified opposite the name of the applicable Facility Landlord under the column "**Facilities**" on **Schedule "A"**, each of which real property owned by such Facility Landlord is more particularly described on **Exhibits "1" to "4"** attached hereto and made a part hereof (the Facilities described in **Exhibits 1 through 4** collectively, together with the property and rights described herein hereof, individually, a "**Real Property**" and collectively, "**Real Properties**"), upon which certain buildings and improvements have been erected (individually, the "**Facility**", and collectively, the "**Facilities**"); and

B. **WHEREAS**, Landlord desires to lease the entire Leased Premises (defined herein) to Tenant and Tenant desires to lease the Leased Premises from Landlord (each Facility Landlord leases the respective Facility owned by such Facility Landlord to Tenant, as identified on **Schedule "A"**) pursuant to the terms, conditions and covenants set forth herein; and

C. **WHEREAS**, each Facility Landlord is refinancing the Leased Premises owned by such Facility Landlord with a new loan from Housing & Healthcare Finance, LLC ("**Mortgagee**") to be insured by the U.S. Department of Housing and Urban Development Federal Housing Administration ("**HUD**") under the provisions of Section 232 of the National Housing Act, and the Regulations thereunder (each a "**HUD Loan**" and collectively, the "**HUD Loans**"). The provisions under this Lease that require approval of the Federal Housing Commissioner (the "**Commissioner**") shall apply so long as a HUD Loan shall be outstanding. In connection with a HUD Loan secured by a Facility, the applicable Facility Landlord who is the Borrower under the applicable HUD Loan will be entering into a HUD Regulatory Agreement (the "**Mortgagor Regulatory Agreement(s)**") with the Commissioner, and will be securing the HUD Loan with, among other things, a mortgage upon the Facility, a security interest on the furniture, fixtures and equipment owned by the Facility Landlord located at its Facility. Furthermore, in connection with each HUD Loan, Tenant (and each of the Subtenants, as defined below) will be entering into a Regulatory Agreement Nursing Homes with the Commissioner (the "**Lessee Regulatory Agreement(s)**", and together with the Mortgagor Regulatory Agreement(s), the "**Regulatory Agreements**"). All loan documents, promissory notes, mortgages, security agreements, loan agreements, subordination agreements, non-disturbance agreements, the Mortgagor Regulatory Agreement, the Lessee Regulatory Agreement, and any other documents evidencing, securing and or guaranteeing the HUD Loans as amended, modified, supplemented, and/or restated from time to time, are referred to herein as the "**HUD Loan Documents**". In the event of any conflict between the terms of this Lease and the terms of the Lessee Regulatory Agreements, the terms of the Lessee Regulatory Agreements

shall control. This Lease is intended to comply with the requirements of the National Housing Act and Section 232 thereunder and all regulations promulgated pursuant thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, promises, representations and warranties set forth herein and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid Recitals A through C are hereby incorporated into this Lease as if fully set forth herein. The Landlord and Tenant are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "Parties".

2. **Single, Indivisible Lease.** This Lease constitutes one indivisible lease of the Leased Premises and not separate leases governed by similar terms. The Leased Premises constitute one economic unit, and the Base Rent (hereinafter defined) and all other provisions have been negotiated and agreed to based on a demise of all of the Leased Premises to Tenant as a single, composite, inseparable transaction, and the Base Rent and all other provisions would have been substantially different had separate leases or a divisible lease been intended. Except as expressly provided in this Lease for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Lease apply equally and uniformly to all of the Leased Premises as one unit. An Event of Default with respect to any Leased Premises is an Event of Default as to all of the Leased Premises. The parties intend that the provisions of this Lease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Leased Premises and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Lease under 11 U.S.C. Section 365, this is one indivisible and non-severable lease and executory contract dealing with one legal and economic unit and that this Lease must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Leased Premises.

3. **All Certificates of Need and Certificate of Need rights under Applicable Law authorizing and permitting the use of a Facility as a skilled nursing or long-term care facility, as applicable (collectively, the "CON").** Tenant acknowledges and agrees that as between Landlord and Tenant, Landlord is and shall always be the holder of the CON for each Facility, and Tenant, its Subtenants, successors and assigns, hereby waive and release any right, title or interest Tenant or its Subtenants may now or hereafter have in the CONs and covenants and agrees that it will never own, hold or otherwise claim any interest in the CON, which CON will not under any circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, or by contract or implication, ever be assigned, transferred or conveyed to Tenant, its Subtenants, successors or assigns.

All of the items listed in **Exhibits 1 through 4** herein are collectively referred to as the "**Leased Premises**." Landlord and Tenant acknowledge and understand that all of the items which comprise the Leased Premises, as repaired, rebuilt, replaced, restored, altered or added to as permitted or required by provisions of this Lease, shall be transferred back to Landlord upon the expiration or earlier termination of this Lease.

4. **Sale of Real Properties; HUD-Insured Refinancing of Real Properties.** Subject to the rights of the Mortgagee and HUD to consent thereto, Landlord reserves the right, as set forth herein, to adjust and reallocate the amount of Base Rent allocated to each Real Property covered by this Lease as set forth on **Schedule A** so long as the total aggregate amount of Base Rent for all of the Real Properties shown thereon is not increased. Landlord may adjust and reallocate the amounts of Base Rent allocated to each Real Property covered in this Lease as set forth on **Schedule A** for the purposes of maximizing reimbursements from the Medicaid or Medicare programs and/or maximizing the amount of Federal Housing Administration (“**FHA**”) insured debt which can be refinanced on the subject Real Property, provided that Landlord obtains Tenant's prior consent, which consent shall not be unreasonably withheld, and so long as the total amount of Base Rent for all of the Facilities in the aggregate shall not be increased.

5. **Term of Lease.** The term (the “**Term**”) of this Lease shall commence on the date of the first HUD Loan secured by a Facility (the “**Initial Commencement Date**”). As each Facility Landlord closes on a new HUD Loan secured by the Facility owned by such Facility Landlord, such Facility shall be added as a Leased Premises under this Lease, and the term of this Lease shall commence as to such Facility as of said date (each, a “**Commencement Date**”). The Term of this Lease shall continue through December 1, 2044 (the “**Expiration Date**”). As used herein with respect to the Term and the periods for payment of Rent (unless the context otherwise requires) the term “**year**” or “**Lease Year**” shall mean a twelve (12) month period, first commencing on the Initial Commencement Date and thereafter on the first day of the month in which the Initial Commencement Date occurred in each succeeding year (the “**Commencement Month**”), and ending on the last day of the month preceding the next succeeding Commencement Month. To the extent the Commencement Date as to a Facility is other than the Initial Commencement Date, the first Lease Year for that Facility shall commence on the applicable Commencement Date and terminate on the last day of the month preceding the next succeeding Commencement Month. The parties agree to execute an amendment to this Lease setting forth the Initial Commencement Date and the last day of the initial Lease Year, within five (5) business days of the date the Initial Commencement Date has occurred.

6. **Right of Commissioner to terminate the Lease.** This Lease may be canceled upon thirty (30) days written notice given to Landlord and Tenant by the Commissioner in connection with the contract of mortgage insurance with HUD, for a violation of any of the provisions of the Lessee Regulatory Agreement, unless the violation is corrected to the satisfaction of the Commissioner within said thirty (30) day period.

7. **Base Rent.** During the first Lease Year of the Term, Tenant shall pay to Landlord a fixed annual rent (the “**Base Rent**”) subject to the adjustment set forth below. Base Rent shall be payable in monthly installments as set forth in **Schedule B** herein. The parties acknowledge that during any Lease Year of the Term, the Base Rent shall be payable only with respect to those Facilities that are or become Leased Premises hereunder by virtue of the Facility Landlord who owns such Facility having closed on its HUD Loan with such Facility thereafter continuing to secure a HUD Loan. Accordingly, as each Facility is added as a Leased Premises hereunder, the Base Rent allocated to each Real Property set forth on **Schedule A** shall be aggregated and comprise the Base Rent.

8. **Payment of Rent.** Tenant acknowledges that all of the interest of Landlord in and to this Lease has been or will be assigned to Mortgagee pursuant to the HUD Loan Documents in connection therewith, and under the terms thereof, all Base Rent, together with all impounds and deposits required to be funded under the applicable HUD Loan Documents with respect to each Facility, shall be paid directly to Mortgagee, or as otherwise directed by Mortgagee to Tenant in writing. From and after the Initial Commencement Date, Tenant hereby agrees, without further notice, to so pay all such Rent, as and when due and payable hereunder, by wire transfer to that certain bank account designated by Tenant set forth on **Schedule C** attached hereto (the "**Tenant Designated Account**") and Tenant agrees to execute such Lock-Box Agreements and/or Deposit Control Agreements, as may be requested by Mortgagee at any time so as to give Mortgagee a perfected security interest in such Tenant Designated Account. Tenant further acknowledges Mortgagee's intentions to initiate an ACH Debit from the Tenant Designated Account and apply proceeds received by Mortgagee to pay Landlord's monthly debt service obligations under the applicable HUD Loans and to fund applicable impound and reserve requirements. Upon Mortgagee's request to Tenant, Tenant shall wire transfer such Rent payments on a timely basis to such account or accounts as Mortgagee may direct in lieu or in place of the Tenant Designated Account. Landlord acknowledges that any such disbursement of the appropriate amounts to Mortgagee shall satisfy Tenant's Rent payment obligations under this Lease (to the extent such Rent payment obligations consist of the Base Rent and require deposits under the applicable HUD Loan to fund impounds and reserves). Tenant confirms that any notice requirements to be given by Mortgagee to Tenant under this Lease for purposes of granting rights to Mortgagee under this Lease are hereby satisfied.

9. **Escrow Deposits; Escrow.** Tenant shall, on the first day of the Term, and on the first day of each calendar month thereafter during the Term (each of which dates is referred to as a "**Monthly Deposit Date**"), pay to and deposit with Landlord, in the manner provided in **Section 8** above, a sum equal to one-twelfth (1/12th) of the Impositions to be levied, charged, filed, assessed or imposed upon or against the Leased Premises within one (1) year after said Monthly Deposit Date and a sum equal to one-twelfth (1/12th) of the premiums for the property insurance policies required pursuant to **Section 15** herein which are payable within one (1) year after said Monthly Deposit Date. If the amount of the Impositions to be levied, charged, assessed or imposed or insurance premiums to be paid within the ensuing one (1) year period shall not be fixed upon any Monthly Deposit Date, such amount for the purpose of computing the deposit to be made by Tenant hereunder shall be reasonably estimated by Landlord with an appropriate adjustment to be promptly made between Landlord and Tenant as soon as such amount becomes determinable. In addition, Landlord or Mortgagee may, at their option, from time to time require that any particular deposit be greater than one-twelfth (1/12th) of the estimated amount payable within one (1) year after said Monthly Deposit Date, if such additional deposit is required in order to provide to Landlord or Mortgagee sufficient funds from which to make payment of all Impositions on or before the next due date of any installment thereof, or to make payment of any required insurance premiums not later than the due date thereof. Tenant acknowledges that Mortgagee requires the impounding of Impositions and property insurance premiums. Tenant shall pay a sum of money towards its liability under this Lease to Landlord on a periodic basis in accordance with the Mortgagee's requirements. Landlord shall impound the premium payments received from Tenant in accordance with the requirements of Mortgagee and shall utilize such funds to timely pay Impositions and insurance premiums.

10. **Deficits.** If for any reason any deposit made by Tenant or held by Landlord or Mortgagee under this **Section 10** shall not be sufficient to pay any Imposition or insurance premium within the time specified therefor in this Lease, then, within ten (10) days after demand by Landlord or Mortgagee, Tenant shall deposit an additional amount with Mortgagee, increasing the deposit held by Mortgagee so that Mortgagee holds sufficient funds to pay such Imposition or premium in full (or in installments as otherwise provided for herein), together with any penalty or interest thereon. Landlord or Mortgagee may change their estimate of any Imposition or insurance premium for any period on the basis of a change in an assessment or tax rate or on the basis of a prior miscalculation or for any other good faith reason; in which event, within ten (10) days after demand by Landlord or Mortgagee, Tenant shall deposit with Landlord the amount in excess of the sums previously deposited with Landlord for the applicable period which would theretofore have been payable under the revised estimate.

11. **Security.** All amounts deposited with Landlord pursuant to the provisions of this **Section 11** shall be held by Landlord as additional security for the payment and performance of the Tenant's obligations under this Lease and, upon the occurrence and during the continuance of any Lease Default, Landlord may, in its sole and absolute discretion, apply such amounts towards payment or performance of such obligations.

12. **Receipts.** Tenant shall deliver to Landlord copies of all notices, demands, claims, bills and receipts in relation to the Impositions and insurance premiums promptly upon receipt thereof by Tenant.

13. **Intentionally Omitted.**

14. **HUD-Repair Reserves.** In conjunction with a Facility Landlord's obtaining its HUD Loan, the Facility Landlord may (but shall not be required to) deposit with Mortgagee certain initial deposits to replacement reserves. Tenant agrees to pay any HUD-mandated deposits to reserves for the repair and/or replacement of the Leased Premises ("**Replacement Reserves**") securing a Facility Landlord's HUD Loan on a timely basis consistent with HUD requirements, said payments to be made to the applicable Facility Landlord, or if directed by the Facility Landlord, to its Mortgagee. Tenant may draw on such Replacement Reserve accounts to pay for repairs and replacements to and at the subject Facility, or to the applicable Leased Premises, to the extent permissible by and in accordance with HUD rules and regulations.

15. **Compliance with the Commissioner's Requirements.** Tenant shall maintain, or cause its Subtenants to maintain, property insurance, general liability insurance and professional liability insurance that complies with applicable requirements of the Commissioner. Annually, Tenant shall provide, or cause its Subtenant to provide, to the Commissioner and Mortgagee, a Certification of Compliance with the Commissioner's professional liability insurance requirements.

16. **Subtenant Guaranty.** Tenant agrees to cause all Subtenants to execute a Cross-Default Guaranty of Subtenants (each a "**Guaranty**" and collectively, "**Subtenant Guaranties**") in favor of Tenant, in the form of **Exhibit 7** attached hereto, by which each Subtenant guarantees performance of all obligations of all other Subtenants under all subleases of Facilities from

Tenant to all Subtenants. Tenant further agrees to assign and hereby assigns such Subtenant Guaranties to the Landlord, or at Mortgagee's direction, to Mortgagee.

17. **Changes in Licensure and Certification Status.** In no event shall the Base Rent be reduced in the event the number of Licensed Beds at a Facility is reduced. Landlord and Tenant acknowledge that the Leased Premises was, and at all times under the terms of the Lease are, the sole and absolute property of Landlord. Upon any termination of this Lease or any Lease Default by Tenant hereunder (which breach or default is not cured within any applicable grace period), Landlord shall have the sole, complete, unilateral, absolute and unfettered right to cause a Facility's licenses to be reissued in Landlord's name or in the name of Landlord's designee upon application therefor to the applicable state licensing authority in each state and to further have the right to have any and all Medicare, Medicaid and any other provider and/or third party payor agreements issued in Landlord's name or in the name of Landlord's designee. In the event Landlord exercises its rights pursuant to this **Section 17**, Tenant shall cooperate with Landlord in transferring the aforementioned items to Landlord's name or for the benefit of Landlord or as Landlord may direct. Should Landlord be in default under its HUD Loan Documents, or should Mortgagee, its successors or assigns, succeed to Landlord's rights under this Lease, Tenant acknowledges that Mortgagee, its successors and assigns, may exercise Landlord's rights under this **Section 17**.

18. **Security Agreement.** In order to secure the payment and performance of all of Tenant's obligations under this Lease and all other documents contemplated under this Lease, Tenant hereby grants to Landlord a first priority security interest in and lien upon, (a) all trade fixtures, equipment, furniture, merchandise, inventory and other personal property located from time to time in or upon the Leased Premises (including the proceeds thereof), and (b) to the fullest extent permitted by applicable law, all accounts, accounts receivable, deposit accounts, licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements, certificates of need, and other authorizations issued to or held by Tenant with respect to the operation of a Facility as a long-term care or skilled nursing facility and Tenant's interest in and rights under all third party payor provider agreements with respect to a Facility (the items listed in clauses (a) and (b), together with the proceeds of same, are collectively, "**Collateral**") to secure the performance of all of Tenant's obligations under this Lease. The security interest granted to Landlord with respect to Tenant's personal property is intended to be subordinate to any purchase money security interest or capital lease on any of Tenant's personal property provided that Tenant has notified Landlord and Mortgagee of the creation of such security interest or capital lease prior to the creation thereof and Landlord and Mortgagee have approved same. Landlord agrees to subordinate its lien on Tenant's or Subtenants' accounts receivable and deposit accounts to Tenant's or Subtenants' accounts receivable lender provided such lender enters into an Intercreditor Agreement reasonably acceptable to Mortgagee and Landlord and if requested by Mortgagee, agrees to directly pay the Rent to an account or accounts designated by Mortgagee or Landlord. Should Mortgagee require a subordination of the priority of Landlord's security interest in the Collateral, Landlord and Tenant shall execute such documents as Mortgagee may request to subordinate Landlord's lien to the Mortgagee's security interest in the collateral. On or before the Initial Commencement Date and every other Commencement Date, Tenant shall provide Landlord with a detailed list and description of all the Collateral. Upon a Lease Default by Tenant, Landlord shall have all the rights and remedies of a secured party under the laws of the state where the Collateral is

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located. Tenant consents to Landlord's preparation of and the filing of such UCC-1 Financing Statements by Landlord and agrees that the provisions of this **Section 18** shall constitute a security agreement for the purposes contemplated hereby. The security interest granted by this **Section 18** shall be in addition to any lien of Landlord that may now or at any time hereafter be provided by law. In the event Landlord exercises its remedies to foreclose the security interest created under this **Section 18** or elsewhere in this Lease, Tenant shall cooperate with Landlord in transferring all of the aforementioned items promptly as requested by Landlord in Landlord's or its designee's name or for the benefit of Landlord. This **Section 18** and Landlord's rights and remedies hereunder shall survive the termination of the Lease.

Landlord and Tenant acknowledge that Landlord's rights under this Lease, including, but not limited to, this **Section 18** have been or will be assigned to the Mortgagee and/or HUD as security for the HUD Loan. Should Mortgagee or HUD (collectively, a "**HUD Secured Party**") require either that the security interest in the Collateral hereby granted to Landlord be granted directly to such HUD Secured Party, or that Landlord subordinate the priority of its security interest in the Collateral, the Landlord and Tenant shall promptly execute and deliver such documents as such HUD Secured Party may require to either (i) subordinate Landlord's lien in the Collateral to the first priority security interest of the HUD Secured Party in the Collateral, or (ii) confirm the direct grant by Tenant of a first priority security interest in the Collateral to the HUD Secured Party. On or before the Initial Commencement Date, Tenant shall provide Landlord with a detailed list and description of all the Collateral. Upon a Lease Default by Tenant, Landlord shall have all the rights and remedies of a secured party under the laws of the state where the Collateral is located. Tenant consents to Landlord's or Mortgagee's preparation of and the filing of UCC-1 Financing Statements in proper form, and thereafter, from time to time, such extensions and/or updates of such financing statements as are required for the purpose of perfecting and maintaining the priority of the security interest granted to Mortgagee and Landlord herein, and to perform any other acts reasonably necessary to the perfection of such security interest. Tenant agrees that the provisions of this **Section 18** shall constitute a security agreement for the purposes contemplated hereby. The security interest granted by this Section shall be in addition to any lien of Landlord that may now or at any time hereafter be provided by law. In the event a HUD Secured Party exercises its remedies to foreclose the security interest created under this **Section 18** or elsewhere in this Lease, Tenant shall cooperate with the HUD Secured Party in transferring all of the aforementioned items promptly as requested by the HUD Secured Party in the HUD Secured Party's or its designee's name or for the benefit of the HUD Secured Party. Tenant shall cause its depository banks and the depository banks of its Subtenants to execute such Deposit Control Agreements as HUD customarily requires in connection with their deposit of their respective accounts receivable. This **Section 18** and the HUD Secured Party's rights and remedies hereunder shall survive the termination of the Lease.

Notwithstanding the lien and the security interest in the Collateral created by Tenant in favor of Landlord herein, Landlord agrees that, subject to Tenant satisfying the other terms of this **Section 18**, but without impairing, restricting, or limiting the rights of the HUD Secured Party arising under this Lease (by virtue of Landlord's assignment of same to such HUD Secured Party or otherwise), as follows: Upon Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, Tenant shall (i) be entitled to secure accounts receivable financing (the "**AR Financing**") from an accounts receivable lender (the "**AR Lender**") of



Tenant's selection, which AR Financing shall be secured by a first priority lien in Tenant's accounts receivable; and, (ii) in connection with Tenant securing such AR Financing, Landlord shall subordinate the priority of its security interest in the Collateral, including accounts receivable, pursuant to the terms of a commercially reasonable Intercreditor Agreement (the "**Intercreditor**"), including any HUD-mandated Rider thereto (the "**Rider to Intercreditor**") (the Intercreditor and the Rider to Intercreditor are referred to hereinafter, collectively, as the "**Intercreditor Documents**"). The Intercreditor Documents and the AR Lender loan documents shall be subject to the prior review and approval of Landlord and Mortgagee, which review and approval shall not unreasonably withheld, conditioned, or delayed.

In the event Tenant or a Subtenant elects to and secures AR Financing as contemplated herein, Tenant shall provide, or cause its Subtenant to provide, to Mortgagee and HUD a legal opinion of counsel for Tenant or Subtenant regarding the enforceability of the Intercreditor Documents and related AR Financing and HUD Loan Documents executed by Tenant or Subtenant, the due formation of Tenant and Subtenant, and the due authorization and delivery by Tenant or Subtenant of such documents in such form as may be requested by the Mortgagee and/or HUD. At all times during the term of this Lease, and while the Intercreditor Documents are in effect, Tenant covenants and agrees, and shall cause its Subtenants to agree, to make distributions to its affiliates or members only in accordance with and as permitted by the Rider to Intercreditor.

19. **Deposit Control Agreements.** Tenant agrees to execute, and where applicable cause Subtenants to execute, "**Deposit Control Agreements**" by and among Mortgagee, Landlord, Tenant and/or Subtenants, and their respective depository banks, in connection with the payment of Rent as provided in **Section 8** above to a Tenant Designated Account. Neither Tenant nor its Subtenants, shall revoke or rescind the authorization as provided by such Deposit Control Agreements and any sweep agreements relating to Tenant's or Subtenants' deposit accounts at any time without Mortgagee's prior written consent.

20. **Landlord's Personal Property.** Upon the expiration or termination of this Lease, Tenant shall leave all personal property leased to Tenant hereunder, as repaired, rebuilt, replaced, restored, altered or added to as permitted or required by provisions of this Lease, in or on the Leased Premises, except for ordinary wear and tear. Any and all restorations, alterations or replacements of, or repairs, reconstructions or additions to, the personal property at a Facility made by Tenant shall become part of the Landlord's personal property, and any and all security interests (except in favor of Landlord) in the Landlord's personal property and financing statements shall be cleared, terminated and/or released to the satisfaction of Landlord at Tenant's expense. Any of Tenant's additions of software, licenses, proprietary information, policies, and procedures by the Tenant shall not become part of the Landlord's personal property, provided, however, upon request of Landlord, in consideration of a payment by Landlord or its designee of Ten Dollars (\$10.00) and any applicable lease, rent, or license fees owed to any third parties during the Transition Period (hereinafter defined), Tenant shall license Landlord or its designee(s) to utilize Tenant's software and computer hardware for a period of ninety (90) days (the "**Transition Period**") in connection with the transition of operations from Tenant, or its Subtenants, and Landlord's new operator(s). To the extent Tenant or any Subtenants are obligated under license agreements with third party vendors supplying software and/or computer hardware to such Tenant or Subtenants, Tenant shall use its best efforts to arrange for Landlord

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or the applicable Facility Landlord to enter into licensing agreements with such third party vendors to allow Landlord or its designee to utilize such software and computer hardware supplied by such third party vendors for the duration of the Transition Period.

21. **Tenant's Personal Property.** All personal property at a Facility required for licensing and certification should be owned by Landlord, not Tenant. Tenant may have its own personal property at a Facility that is helpful for operations, but not needed for licensing, such as computer equipment, copiers, and phone systems. Neither Tenant nor Subtenant may lease personal property needed for licensing and certification without written consent of Mortgagee. At the termination of the Lease, Landlord shall have the right to purchase all or a portion of Tenant's personal property located at the Facilities, or the personal property of the Subtenants located at the Facilities, at their book value. To the extent any of Tenant's personal property is subject to an equipment lease, Landlord shall have the right to cause Tenant to pay in full all obligations under such equipment leases, or to assume some or all of such equipment leases at Landlord's sole cost and expense and at no additional liability to Tenant.

22. **Tenant's Indemnification.** During the term of this lease, and after the surrender of the leased premises in accordance with **Section 27** of this Lease, Tenant shall protect, defend (at Landlord's request, which shall include the obligation to pay the reasonable attorneys' fees and costs of Landlord's attorneys), indemnify, protect, defend and hold harmless Landlord, Landlord's shareholders, members, managers, officers, owners, directors, employees, agents, representatives, and Mortgagee and their respective agents, executors, heirs, representatives and assigns, and any entity providing financing which is secured by the Leased Premises (collectively the "**Landlord's Indemnitees**"), from and against any claims, losses, costs, penalties, damages, charges and/or expenses (including reasonable attorneys' and consultants' fees) imposed or resulting from, arising out of or attributable in whole or in part to any of the following: (i) any violation (or alleged violation) of any Law, order of Governmental Authority, whether occasioned by the intentional act, omission, or negligence of Tenant or those holding under Tenant; (ii) any accident or other occurrence on or about the Leased Premises on or after the Initial Commencement Date causing injury to any person or property whomsoever or whatsoever, including but not limited to patient care claims or elder abuse; (iii) any failure of Tenant in any respect to comply with or perform any term, condition, covenant, requirement and/or provision of this Lease, or a breach of this Lease and/or the operations transfer agreement (if applicable) attributable to the Leased Premises or to Tenant, including, but not limited to, a breach of any of Tenant's representations and warranties under **Section 25** of this Lease; (iv) in any way relating to Tenant's use, operation and/or maintenance of a Facility (including, without limitation, third-party claims, whether by the State where the applicable Facility is located, the United States, private insurers, private parties, for recoupment, false claims, or any other claims, assumption of and use by Tenant of Landlord's permits, variances, waivers, and certificate of need approval or its possession of the Leased Premises.

23. **Compliance with Laws and Regulations.** Tenant shall use the Leased Premises solely as licensed Medicare- and Medicaid-certified skilled nursing facilities with at least the number of licensed and certified beds existing at a Facility on the applicable Commencement Date, and for no other purpose (the "**Primary Intended Use**"). On or before each Commencement Date, Tenant, or Tenant's Subtenants, shall have acquired, and thereafter Tenant, or Tenant's Subtenants, shall maintain all licenses, certificates, accreditations, approvals,

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permits, variances, waivers, provider agreements and other authorizations needed to operate the Leased Premises as a licensed, Medicare and Medicaid certified skilled nursing facility. Tenant hereby covenants, warrants and represents to Landlord that as of the applicable Commencement Date and throughout the Term: (a) Tenant (and any Subtenant, operator or manager of Tenant) shall be, and shall continue to be validly licensed and Medicare and Medicaid certified to operate a skilled nursing facility in accordance with the applicable rules and regulations of the State where each Leased Premises is located, federal governmental authorities and accrediting bodies, including, but not limited to, the United States Department of Health and Human Services (“**DHHS**”), CMS, and the applicable State agency; (b) Tenant (and any Subtenant) shall be, and shall continue to be, certified by and the holder of valid provider agreements with Medicare and Medicaid issued by DHHS, the applicable State agency and/or CMS and shall remain so certified and shall remain such a holder in connection with its operation of the Leased Premises as a licensed and Medicare and Medicaid certified skilled nursing facility; (c) Tenant (and any Subtenant, operator or manager of Tenant) shall be, and shall continue to be in compliance with and shall remain in compliance with all Applicable Laws with regard to the operation of a Facility, including, without limitation, compliance under Applicable Laws governing patient confidentiality and privacy and the confidentiality of medical records; (d) Tenant (and any Subtenant, operator or manager of Tenant) shall operate a Facility in a manner consistent with high quality skilled nursing services and sound reimbursement principles under the Medicare and Medicaid programs and as required under state and federal law; and (e) Tenant (and any Subtenant, operator or manager of Tenant) shall not abandon, terminate, vacate or fail to renew any licenses, certifications, accreditations, certificates, approvals, permits, variances, waivers, provider agreements or any other authorization which relates to the operation of the skilled nursing facility business or other permitted operations on the Leased Premises or in any way commit any act which will or may cause any such licenses, certifications, accreditations, certificates, approvals, permits, variances, waivers, provider agreements or other authorization to be revoked by any Governmental Authority or accrediting body having jurisdiction thereof.

#### 24. **Notices to Mortgagee.**

(a) Tenant hereby agrees to give to Mortgagee copies of all notices given by Tenant of default by Landlord under this Lease at the same time and in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Mortgagee shall have the right to remedy any default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants Mortgagee such period of time as may be reasonable to enable Mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default which is a default. Tenant shall accept performance by Mortgagee of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No default under the Lease shall exist or shall be deemed to exist (i) as long as Mortgagee, in good faith, shall have commenced to cure such default and shall be prosecuting the same to completion with reasonable diligence, subject to Force Majeure, or (ii) if possession of the Leased Premises is required in order to cure such default, or if such default is not susceptible of being cured by Mortgagee, as long as Mortgagee, in good faith, shall have notified Tenant that Mortgagee intends to institute proceedings under the Mortgage and, thereafter, as long as such proceedings shall have been instituted and shall prosecute the same with reasonable diligence and, after having obtained possession, prosecutes

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the cure to completion with reasonable diligence. This Lease shall not be assigned by Tenant or modified, amended or terminated without Mortgagee's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. In the event of the termination of this Lease by reason of any default thereunder or for any other reason whatsoever except the expiration thereof, upon Mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Mortgagee or its designee or nominee a new lease of the Leased Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of this Lease. Neither Mortgagee or its designee or nominee shall become liable under this Lease unless and until Mortgagee or its designee or nominee becomes, and then only for so long as Mortgagee or its designee or nominee remains, the fee owner of the Leased Premises or the owner of the leasehold interest of Landlord under this Lease. Mortgagee shall have the right, without Tenant's consent, to, as the case may be, foreclose its mortgage or to accept a deed in lieu of foreclosure of any such mortgage.

(b) In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to Mortgagee, and (ii) unless such act or omission shall be one which is not capable of being remedied by Landlord or Mortgagee within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when Mortgagee shall have become entitled under the HUD Loan Documents in connection therewith, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy).

## 25. Subleases.

### 25.1 Subletting and Assignment.

(a) Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion (and without the prior written consent of the Commissioner and Mortgagee) transfer or assign this Lease or Tenant's interest in the Leased Premises or any part thereof or sublease all or any part of the Leased Premises. Tenant shall not at any time, without the prior written consent of Landlord, which consent may be withheld or given in the sole and absolute discretion of Landlord, pledge, mortgage, or hypothecate the leasehold estate hereby created or any interest of Tenant therein. The issuance of or a transfer or series of transfers (including transfers caused by mergers, acquisitions or consolidations of any direct or indirect interests in the equity ownership interests in Tenant, any Subtenant or Manager, but excluding transfers made for the benefit of a spouse or immediate family member by means of estate planning) aggregating to forty-nine percent (49%) or more of the stock, membership or ownership interest in Tenant, any Subtenant or Manager shall constitute an assignment for purposes of this Lease, requiring Landlord's consent thereof. To the extent Mortgagee or the Commissioner prohibit any proposed transfer or assignment, Landlord may not consent to such transfer or assignment. The consent by Landlord to any transfer shall not constitute consent to any subsequent transfer or to any successive transfer. Notwithstanding any assignment of this Lease or subletting of the Leased Premises, Tenant shall

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remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay Rent and other amounts provided for under this Lease, and shall not be released from performing any of the terms, covenants or conditions hereof. Further, without in any way limiting or otherwise affecting the provisions of this Lease, Landlord shall be permitted to assign this Lease and all agreements, duties, obligations and rights incidental thereto to any entity related to, or affiliated with Landlord, without any consent from Tenant. The term “**transfer**” shall mean any direct or indirect sale, conveyance, transfer, lease (including any amendment, extension, modification, waiver or renewal thereof), sublease, sub-sublease, assignment, mortgage, pledge, grant of a security interest or hypothecation, whether by operation of law or otherwise, of or in (i) all or part of the Leased Premises (including any legal or beneficial direct or indirect interest therein) or (ii) any direct or indirect interest in Tenant. Tenant shall enter into such subordination agreements as Mortgagee may request from time to time. All transfers shall be done in accordance with Applicable Laws.

Changes in or transfers of management, operation, or control of any Leased Premises, or changes in the ownership of Tenant, any Subtenant or Manager, other than as permitted herein, or in connection with a change of control involving a publicly traded entity should Tenant be owned or controlled by a publicly traded entity, shall require the prior written consent of the Landlord and Mortgagee, which consents shall not be unreasonably withheld or delayed, and the consent of the Commissioner which shall conform to the Commissioner’s previous participation requirements and procedures.

(b) Notwithstanding anything to the contrary contained herein, Tenant may sublease each of the Leased Premises to a Subtenant designated on **Schedule D**, or to an affiliate under common control with Tenant, to operate and manage each Facility (such Subtenant sometimes referred to herein as an “**Operator**” or “**Subtenant**”). Landlord shall permit such a sublease to Subtenants of Tenant, or to an affiliate under common control with Tenant, pursuant to a form of sublease substantially similar to this Lease, approved by Landlord and Mortgagee, and which obligates the Subtenant to perform the duties and obligations of Tenant hereunder insofar as they involve, concern, arise, or are connected with the Facility subleased by such Subtenant, and as long as such Subtenants enter into subordination agreements (“**Subordination Agreements**”) with Mortgagee as requested by any such lender from time to time. Tenant shall cause such Subtenants to comply with the Subordination Agreements. Once executed, Tenant shall prevent such Subtenants from amending, modifying or altering the Subordination Agreements without Landlord’s and Mortgagee’s prior written consent. Any sublease made by Tenant for any Facility shall provide that Landlord and Mortgagee shall be provided notice of any defaults thereunder and, at Landlord’s option, an opportunity to cure such default. Tenant shall cause each Subtenant to execute a form of Guaranty of the obligation of each Subtenant under their respective Subleases, in the form of **Exhibit 7**.

**25.2 Attornment and Related Matters.** Any sublease shall be expressly subject and subordinate to all applicable terms and conditions of this Lease and provide that upon the expiration or earlier termination of this Lease, Landlord, at its option and without any obligation to do so, may require any Subtenant to attorn to the applicable Facility Landlord, its successors and assigns, in which event Landlord shall undertake the obligations of Tenant, under such sublease from the time of the exercise of such option to the termination of such sublease; provided, however, that in such case the applicable Facility Landlord shall not be liable for any

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prepaid rents, fees or other charges or for any prepaid security deposits paid by such Subtenant to Tenant or for any other prior defaults of Tenant under such sublease. In the event that a Facility Landlord shall not require such attornment with respect to any sublease, then such sublease shall automatically terminate upon the expiration or earlier termination of this Lease, including any early termination by mutual agreement of a Facility Landlord and Tenant. In addition, any such sublease shall provide that in the event that the Subtenant or other transferee receives a written notice from Landlord or Mortgagee stating that a Lease Default has occurred or that an event or circumstance has occurred which with notice and/or passage of time would constitute a Lease Default, such Subtenant or other transferee thereafter shall without further consent or instruction of Tenant pay all rentals accruing under such sublease directly to the Mortgagee or as the Mortgagee may direct. Any such rentals collected from such Subtenant or other transferee by the applicable Facility Landlord or Mortgagee shall be credited against the amounts owing by Tenant under this Lease in such order of priority as the Mortgagee shall reasonably determine. Furthermore, any sublease or other agreement regarding a transfer shall expressly provide that the Subtenant, assignee, manager or other transferee shall furnish the Facility Landlord, the Mortgagee, and the Commissioner with such financial, operational and other information about the Facility and Subtenant, as they may request from time to time.

**25.3 Assignment of Subleases.** To secure the prompt and full payment by Tenant of the Rent and the faithful performance by Tenant of all the other terms and conditions herein contained on its part to be kept and performed, Tenant hereby assigns, transfers and sets over unto the applicable Facility Landlord, subject to the conditions hereinafter set forth, all of Tenant's right, title and interest in and to all permitted subleases, assignments, licenses and occupancy agreements, to the extent permitted by law, involving a Facility owned by such Facility Landlord, as set forth on **Schedule A** attached hereto (each a "**Sublease**" and collectively, the "**Subleases**", with each Subtenant under a Sublease herein referred to as a "**Subtenant**") and hereby confers upon such Facility Landlord, its agents and representatives, a right of entry (subject to prior notice) in, and sufficient possession of, the Leased Premises to permit and insure the collection by the Facility Landlord of the rentals and other sums payable under the Subleases, and further agrees that the exercise of said right of entry and qualified possession by Facility Landlord shall not constitute an eviction of Tenant from the Leased Premises or any portion thereof and that should said right of entry and possession be denied Landlord, its agent or representative, the Facility Landlord, in the exercise of said right, may use all requisite force to gain and enjoy the same without responsibility or liability to Tenant, its servants, employees, guests or invitees, or any Person whomsoever; provided, however, that such assignment shall become operative and effective only if (a) a Lease Default shall occur and be continuing or (b) this Lease and the Term shall be cancelled or terminated pursuant to the terms, covenants and conditions hereof or (c) there occurs repossession under a dispossess warrant or other re-entry or repossession by a Facility Landlord under the provisions hereof or (d) a receiver for all or a portion of the Leased Premises is appointed, and then only as to such of the Subleases that Landlord may elect to take over and assume. At any time and from time to time within ten (10) days after Landlord's written demand, Tenant promptly shall deliver to Landlord a schedule of all Subleases, setting forth the names of all Subtenants, with a photostatic copy of each of the Subleases. Upon request of Landlord, Tenant shall permit Landlord and its agents and representatives, and Mortgagee, its agents and representatives, to inspect all Subleases affecting the Leased Premises. Tenant covenants that each Sublease shall provide that the Subtenant thereunder shall be required from time to time, upon request of Landlord or Tenant, to execute, {1020/058/00042593.2}HUD Mandated and/or Suggested Master Lease Provisions.090510

acknowledge and deliver, to and for the benefit of Landlord, an estoppel certificate confirming with respect to such Sublease the information set forth in **Section 25** hereof.

Tenant acknowledges that each Facility Landlord is assigning any Sublease relating to the Facility owned by such Facility Landlord, to Mortgagee, to further secure that Facility Landlord's obligations to Mortgagee under the applicable HUD Loan Documents. Tenant acknowledges that Mortgagee is authorized to exercise all rights and remedies available to Facility Landlord in connection with the assignment of the Sublease as Mortgagee may determine is reasonably necessary to cure a default by Landlord under any HUD Loan Documents.

**25.4 Additional Sublease Requirements.** Tenant covenants and agrees that all Subleases hereafter entered into affecting the Leased Premises shall provide that (a) they are subject to this Lease and that the principals of the Subtenant acknowledge that they have read this Lease and accept the terms hereof, (b) the term thereof shall not end less or more than one (1) day prior to the Expiration Date hereof, unless Landlord shall consent otherwise, which consent may be withheld in Landlord's sole and absolute discretion, (c) the Subtenants will not do, authorize or execute any act, deed or thing whatsoever or fail to take any such action which will or may cause Tenant to be in violation of any of its obligations under this Lease, (d) the Subtenants will not pay rent or other sums under the Subleases with Tenant for more than one (1) month in advance, (e) the Subtenants shall give to Landlord at the address and otherwise in the manner specified in **Section 35** hereof and to Mortgagee, a copy of any notice of default by Tenant as the Facility Landlord under the Subleases at the same time as, and whenever, any such notice of default shall be given by the Subtenants to Tenant, (f) the Subtenants shall grant to Landlord and Mortgagee a security interest in all of their right, title and interest in the Health Care Licenses and the Provider Agreements (hereinafter defined), and in their tangible and intangible personal property, accounts receivables and deposit accounts; and (g) all of the representations, warranties and covenants given by Tenant to Landlord in this Lease shall be made and given by each Subtenant for the benefit of the applicable Facility Landlord, its successors and assigns. Each Sublease shall further provide an acknowledgement by the Tenant that the applicable Facility Landlord is the owner of the CON applicable to the Facility and its operations as a skilled nursing facility.

**26. Management Agreements.** Landlord acknowledges that Tenant and/or its Subtenants currently employs the services of Tenant's Affiliates to provide management services relating to the operation of the Facilities pursuant to management agreements with such Affiliates (each such Affiliate, a "**Manager**") at each of the Leased Premises and Landlord has approved such management agreements ("**Management Agreements**"). Neither Tenant nor any Subtenant shall enter into any Management Agreement affecting any Facility unless the terms thereof, including but not limited to the maximum management fee permitted thereunder, have been previously approved in writing by Landlord, and, if required by Law, in the state in which the Leased Premises is located, and such approval shall not be unreasonably withheld or delayed. No Management Agreement may be entered into that does not conform to HUD's requirements. If required by Applicable Law, Tenant will also provide notice of any management agreement to the applicable State agency. Tenant and Subtenants shall not alter, amend, modify, surrender, cancel or terminate any Management Agreement or assign its/their rights or delegate its/their duties thereunder, without Landlord's prior written consent, which consent shall not be

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unreasonably withheld. All management fees or other payments for services provided in connection with the operation of a Facility, payable by Tenant, or any Subtenant, shall be subordinated to all of the obligations of Tenant due under this Lease and to all of Landlord's claims under this Lease, and to the rights of Mortgagee under the HUD Loan Documents. Upon the occurrence of a Lease Default, Landlord shall have the right to terminate all Management Agreements then in effect for any Facility and upon exercise of such termination right, at Landlord's request, Tenant shall replace the Manager with a new Manager acceptable to Landlord in its sole discretion pursuant to a Management Agreement acceptable to Landlord. Any Management Agreement shall include the foregoing provisions. Neither Tenant nor any Subtenant shall agree to any change in the Manager of the Leased Premises or a Facility, to any change in any approved Management Agreement, to terminate any Management Agreement or to permit the Manager to assign the Management Agreement without the prior written approval of Landlord and Mortgagee in each instance, which approval shall not be unreasonably withheld or delayed. Any Management Agreement shall provide that Landlord shall be provided notice of any defaults thereunder and, at Landlord's option, an opportunity to cure such default; all in form and substance satisfactory to Landlord in its sole and absolute discretion. If Landlord shall cure any of Tenant's defaults under any Management Agreement, the cost of such cure shall be payable upon demand by Tenant to Landlord with interest accruing from the demand date at the Prime Rate and the Landlord shall have the same rights and remedies for failure to pay such costs on demand as for Tenant's failure to pay Rent. Tenant shall deliver to Landlord any instrument requested by Landlord to implement the intent of the foregoing provision. Simultaneously with and as a condition to entering into any such Management Agreement, Tenant shall cause Manager to execute Mortgagee's form consent and subordination agreement, which shall contain terms and conditions customary in such document and transaction and satisfactory to such lender. Tenant acknowledges and agrees that any Management Agreement and any other agreements with a Manager shall conform to the provision of the Lessee Regulatory Agreement.

**27. Default by Tenant and Remedies of Landlord.**

(a) Tenant shall be in default under this Lease upon the occurrence of any of the following events referred to herein individually or collectively as "**Lease Default**" or "**Event of Default**" (any reference to such event occurring or involving Tenant shall be deemed to include any such event occurring or involving any of Tenant's Subtenants or Managers):

(i) if Tenant fails to pay any installment of Rent within five (5) days after the date when due;

(ii) if Tenant defaults in the prompt and full performance of any other of Tenant's covenants, obligations or agreements hereunder which are not specifically enumerated herein as a Lease Default and fails to correct such failure within thirty (30) days of receipt of written notice from Landlord of such default unless such default cannot reasonably be cured within thirty (30) days, in which event such period shall be extended for an additional thirty (30) days, provided Tenant shall have commenced in good faith to cure such default within the first such thirty (30) day period and shall proceed with all due diligence to correct such default thereafter;



(iii) if the leasehold interest of Tenant shall be levied upon under execution or be liened or attached and such levy, lien or attachment is not removed or bonded over within sixty (60) days of the date Tenant receives notice of it;

(iv) in the event of a filing by or against Tenant of a petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief;

(v) if Tenant shall admit in writing its inability to pay its debts generally as they become due;

(vi) if Tenant is adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Tenant, a receiver of Tenant or of the whole or substantially all of its property;

(vii) if Tenant makes any general assignment for the benefit of creditors;

(viii) if Tenant or a Subtenant abandons one or more of the Facilities comprising the Leased Premises or if, except as a result of damage, destruction or a partial or complete condemnation, Tenant or a Subtenant voluntarily ceases operations on one or more of the Facilities comprising the Leased Premises or takes any steps to relinquish its license, permits or certifications;

(ix) if Tenant or a Subtenant receives a state or federal notice of termination of license or "fast track" de-certification and such notice has not been suspended, extended, withdrawn or terminated within the time period required by any Governmental Authority;

(x) if Tenant or a Subtenant fails to maintain its qualifications for licensure as required by this Lease if failure to do so would result in an inability to operate a Facility or would result in the appointment of a receiver or manager with respect to such Facility;

(xi) except as permitted by this Lease, if any transfer or assignment of this Lease or Tenant's direct or indirect interest therein or a transfer of Tenant's direct or indirect equity ownership interests occurs without Landlord's, Mortgagee's and the Commissioner's consent;

(xii) if any malpractice award or judgment exceeding any applicable malpractice insurance coverage and any applicable umbrella coverage by more than One Million Dollars (\$1,000,000.00) shall be rendered against Tenant or any Subtenant, and either (A) enforcement proceedings shall have been commenced by any creditor upon such award or judgment or (B) such award or judgment shall continue unsatisfied and in effect for a period of sixty (60) consecutive days without an insurance company reasonably satisfactory to Landlord having agreed to fund such award or judgment in a manner reasonably satisfactory to Landlord

and in either case such award or judgment shall, in the reasonable opinion of Landlord, have a material adverse affect on the ability of Tenant or any Subtenant to operate a Facility;

(xiii) upon the denial, refusal to issue, or loss of any licenses, certifications, certificates, approvals, permits, variances, waivers, provider agreements and other authorizations necessary or required for Tenant or a Subtenant to operate a Facility in accordance with the requirements of this Lease;

(xiv) if any of the representations or warranties made by Tenant under this Lease or any Subtenant under its Sublease or otherwise proves to be untrue when made in any material respect;

(xv) if any Governmental Authority having jurisdiction over the operation of a Facility removes ten percent (10%) or more of the patients or residents who reside in a Facility for violations of standards of care;

(xvi) Tenant or Subtenant fails to give Landlord and Mortgagee notice not later than (A) 24 hours after Tenant's receipt thereof of any "**Immediate Jeopardy**" (as such term is customarily used) or equivalent notice from any Governmental Authority or officer, acting on behalf thereof relating to any Facility or (B) in cases not involving Immediate Jeopardy, five (5) calendar days of receiving notice of the imposition of a denial of payment for new admissions or equivalent notice from any Governmental Authority or officer acting on behalf thereof relating to any Facility;

(xvii) Tenant or Subtenant fails to cure or abate any Immediate Jeopardy or violation that could result in a denial of payment or equivalent violation occurring during the Term that is claimed by any Governmental Authority or any officer acting on behalf thereof, of any Law to the operation of a Facility within the time period permitted by such Governmental Authority for cure or abatement. Notwithstanding the foregoing sentence, if Subtenant has not cured or abated the Immediate Jeopardy or violation prior to the imposition of a denial of payment sanction by any Governmental Authority, provided Subtenant is actively and diligently pursuing the cure or abatement of the applicable violation or violations and the restoration of payments for new admissions, and Subtenant provides Tenant and Mortgagee with reasonable assurances satisfactory to both Tenant and Mortgagee that (A) the applicable violations can be cured within sixty (60) days, and (B) the Facility will not be subject to a license suspension and/or decertification from Subtenant's failure to cure such violation on a more expedited basis, Subtenant's default for failing to cure or abate such Immediate Jeopardy or violation shall not be deemed an Event of Default.

(xviii) Tenant or a Subtenant fails to notify Landlord within 24 hours after receipt of any notice from any Governmental Authority, terminating or suspending or threatening termination or suspension of any material license or certification relating to a Facility;

(xix) a default beyond any applicable notice and cure periods under any Sublease, operating agreement, management agreement or any other material agreement relating to the Leased Premises or to which Landlord is a party;

(xx) the creation of any indebtedness relating to or encumbering the Leased Premises other than trade payables which are not more than thirty (30) days past due, not evidenced by a note and not in excess of One Million Dollars (\$1,000,000.00);

(xxi) the amendment, modification, restatement, termination or cancellation of any material contract relating to the Leased Premises, including but not limited to any Sublease or Management Agreement, without Landlord's prior written consent, which consent shall not be unreasonably withheld;

(xxii) default or breach by a Subtenant under a Guaranty beyond the expiration of any applicable cure period contained therein;

(xxiii) The occurrence of a Material Risk of Termination as defined in the Subordination Agreement;

(xxiv) a default or breach of any of the provisions set forth in **Section 30** (the SPE Provisions Section);

(xxv) Tenant violates any term, covenant or condition of the Lessee Regulatory Agreement which violation is not cured within thirty (30) days of written notice to Tenant;

(xxvi) a default or breach of the provisions set forth in **Section 34** (the Section that includes the reporting obligations of the Tenant and Subtenants);

(xxvii) any act or omission by Tenant, any Subtenant, or any Manager above that constitutes a default by Landlord under the HUD Loan Documents;

(xxviii) Tenant or any Subtenant fails or refuses to execute any certificate, document or agreement that Landlord, Mortgagee, or the Commissioner may reasonably request confirming the subordination required hereunder or estoppel certificate required pursuant to **Section 33**, or otherwise complying with the requirements of **Section 34** below, within ten (10) days after Tenant's receipt thereof; or

(xxix) an Event of Default by a Subtenant under its Sublease.

(b) Upon the occurrence of a Lease Default, Landlord, may, if Landlord so elects, without notice of such election and without any demand whatsoever, forthwith terminate this Lease and Tenant's right to possession of the Leased Premises and, at Landlord's sole and absolute discretion, accelerate the payment of all Rent for the balance of the Term and declare the same presently due and payable in full. In the event of such Lease termination, Tenant shall immediately pay Landlord the then present value of all such accelerated Rent. Landlord, in

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addition to all other remedies given to Landlord at law or in equity, may by written notice to Tenant, without terminating this Lease, install a manager and/or management consultant and/or a receiver of its choice, at Tenant's sole cost and expense or reenter the Leased Premises by summary proceedings or otherwise. In any event, upon a Lease Default, Landlord may require Tenant and any Subtenant to consent to a so-called "Change of Ownership" and Landlord may dispossess Tenant and any Subtenant upon approval of the Change of Ownership by the applicable state agency, it being the understanding that under no circumstances is this Lease, or any Sublease, to be an asset for Tenant's or Subtenant's creditors by operation of law or otherwise. In the event of such reentry, Landlord may relet the Leased Premises without being obligated to do so, and in the event of a reletting may apply the Rent therefrom first to the payment of Landlord's cost and expenses, including consultant and/or expert and attorneys' fees incurred by reason of such Lease Default, and the cost and expense of reletting including, but not limited to, repairs, renovation, or alteration of the Leased Premises and then to the amount of Rent and all other sums due from or payable by Tenant hereunder, Tenant remaining liable for all other sums due from or payable by Tenant hereunder and for any deficiency. Tenant shall also be liable for and indemnify, protect, defend and hold Landlord harmless against all amounts owed to Medicare, Medicaid, all applicable third-party payor programs, third party payors, or residents, including, but not limited to, any overpayments received by Tenant, relating to the Term. Any and all such deficiencies shall constitute Additional Rent hereunder and shall be payable by Tenant monthly on the date herein provided for the payment of Rent. Tenant acknowledges that all rights of Landlord hereunder are being assigned by Landlord to Mortgagee pursuant to Landlord's assignment of this Lease to Mortgagee, and that Mortgagee shall have the right and authority to exercise Landlord's remedies hereunder, in Mortgagee's sole and exclusive discretion.

Except as provided in this Lease to the contrary, Rent and other sums not paid when due (unless paid within any applicable grace period) shall bear interest from the date when the same are first payable under the terms of this Lease until the same shall be paid at an annual rate of interest equal to ten percent (10%).

(c) Upon the filing of a petition by or against Tenant or any Subtenant under the Bankruptcy Code, Tenant or Subtenant, as debtor and as debtor-in-possession, and any trustee who may be appointed shall: (i) timely perform each and every obligation of Tenant under this Lease until such time as this Lease and any Subtenant under its Sublease, is either rejected or assumed by order of the United States Bankruptcy Court; (ii) pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Leased Premises an amount equal to the Rent and other charges otherwise due pursuant to this Lease; and (iii) reject or assume this Lease within ninety (90) days after the filing of such petition under the Bankruptcy Code or within such time period as the Bankruptcy Code may allow. Tenant, as debtor and as debtor-in-possession and any trustee shall be deemed to have rejected this Lease in the event of the failure to comply with any of the above. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment is the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

(d) In the event of termination of this Lease by reason of any Lease Default by Tenant, or upon the expiration of the Term, then, and in any of such events, Tenant, upon

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Landlord's written request, shall to the greatest extent permitted by law, transfer to Landlord or its designees or assigns, or cause its Subtenants and/or Affiliates, to transfer to Landlord or its designees or assigns, the following: (i) all federal, state or municipal licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements and other authorizations which relate to the operation of a Facility; and (ii) the name of a Facility as then known to the general public. Tenant shall also prepare and file all notices required by applicable law in connection with such termination and shall also prepare and timely file all final Medicare and Medicaid cost reports. In the event Tenant or a Subtenant fails or refuses to transfer any such licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements, other authorization or trade name, then this provision shall constitute an act of assignment by Tenant and/or a Subtenant to the applicable Facility Landlord or its assigns without the necessity of any further written instrument. For this purpose Tenant constitutes and appoints each Facility Landlord its true and lawful attorney-in-fact with full power of substitution to complete or undertake such replacements in the name of Tenant. Such power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked.

Tenant acknowledges that each Facility Landlord is assigning its rights under this subsection to Mortgagee, and Mortgagee shall be empowered to exercise all rights of such Facility Landlord granted hereunder. Accordingly, to the extent each Tenant constitutes or appoints a Facility Landlord as its true and lawful attorney-in-fact with full power of substitution hereunder, said Tenant further constitutes and appoints Mortgagee its true and lawful attorney-in-fact with full power of substitution to complete and undertake all rights otherwise granted to a Facility Landlord hereunder, to act in the name of Tenant to transfer licenses, certifications, provider agreements, approvals, permits, variances, waivers, and other authorizations in connection with the licensing, certification and operation of the Facility, and the transition of same to a new operator.

(e) A Facility Landlord shall have the option of taking over the operation of a Facility, or having the operation of a Facility taken over by a designee, in the event of a termination of this Lease for any reason, without Landlord or designee assuming any of Tenant's liabilities or obligations, including Tenant's liabilities and obligations with respect to employees, such as vacation, sick leave, health insurance and pension liabilities and Tenant's obligations under applicable law to offer and provide group health continuation coverage. Landlord shall give Tenant written notice of Landlord's intent to exercise the right set forth above, in which event, upon the approval of the applicable state agency of the Change of Ownership, Tenant shall and shall cause the applicable Manager and Subtenant to immediately turn over possession and control of a Facility without any further action having to be taken on the part of Landlord. At the request of Landlord, Tenant shall and shall cause the applicable Manager and Subtenant to turn over any or all of inventories, personal property (including computer and telecommunications equipment but excluding any leased equipment) vehicles, and material contracts (including hospital, transfer, vendor, and managed care contracts).

(f) No failure of Landlord to enforce any rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

(g) In the event of a Lease Default by Tenant of any of the terms, covenants, conditions or provisions of this Lease, which Lease Default is not cured within any applicable

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grace or cure period, Landlord shall have the right to invoke any remedy permitted to Landlord at law, in equity or otherwise. All remedies available to Landlord are declared to be cumulative and concurrent and the exercise of one shall not preclude or waive the right to exercise any other. No termination of this Lease and no taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past or future Rent, including all taxes, insurance premiums and all other charges and Rent payable by Tenant under this Lease, during and for the balance of the Term hereof. The bringing of any action for Rent or other default shall not be construed as a waiver of the right to obtain possession of the Premises.

(h) If suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent, or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and breach shall be established, Tenant shall pay to Landlord all expenses, including reasonable attorney fees, incurred therefor. This subsection shall survive termination of this Lease.

In the event of any Lease Default or termination of this Lease, Tenant covenants and agrees that neither Tenant nor any Subtenant shall sell, move, surrender, cancel, modify, transfer, assign, relocate, pledge, grant a security interest in, convey or in any other manner encumber the personal property, the certificate of need approval or any of the licensed or Medicare- and/or Medicaid-certified beds at a Facility, or attempt at any time to do same.

28. **Other Remedies.** In addition to all other remedies given to Landlord at law or in equity, Landlord, its successors and assigns, may by written notice to Tenant, without terminating this Lease, install a manager and/or management consultant and/or a receiver of its choice, at Tenant's sole cost and expense or reenter the Leased Premises by summary proceedings or otherwise.

29. **Facility Operating Deficiencies.** On written notice of a request therefor by Landlord to Tenant, upon the occurrence of a deficiency in the conduct of the operation of a Facility which results in the imposition of a denial of payment for new admissions, denial of Medicare and/or Medicaid payments for all residents or a notice of the proposed decertification, suspension or termination of a Facility from participation in Medicare, Medicaid or other governmental reimbursement programs or of the non-renewal, suspension or termination of the facility's Medicare, Medicaid or other governmental reimbursement provider agreement (a "**Facility Operating Deficiency**") specified with particularity in Landlord's notice, and for a period of time necessary to fully remedy a Facility Operating Deficiency, and if Tenant fails to commence and/or complete such remedy within the permitted period of time given by the applicable Governmental Authority, Tenant shall engage the services of a management consultant, unaffiliated with Tenant and Subtenants and approved by Landlord and Mortgagee, which approval shall not be unreasonably withheld, to review the management of such Facility for the purpose of making recommendations to remedy a Facility Operating Deficiency(ies). Subject to applicable Legal Requirements governing confidentiality of patient records, the management consultant shall have complete access to such Facility, its records, offices and facilities, in order that it may carry out its duties. Tenant shall cause such management consultant to prepare and deliver to Landlord, Mortgagee and Tenant a written report of its

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recommendations within thirty (30) days after its engagement. If Tenant shall fail to designate a management consultant approved by Landlord and Mortgagee as provided above within ten (10) days after Tenant's receipt of the Landlord's notice, Landlord may designate such management consultant by further notice to Tenant. Tenant shall be responsible for payment of all fees and expenses reasonably charged and incurred by the management consultant in carrying out its duties. Tenant shall promptly implement, or cause to be implemented, any and all reasonable recommendations made by such management consultant in order to promptly correct or cure such Facility Operating Deficiency; provided, however, that in no event shall Tenant implement any such recommendations if the same would constitute a violation of applicable legal requirements or would otherwise cause a Lease Default hereunder (e.g., a transfer or change in use of the Leased Premises), unless Landlord consents in writing to such Lease Default, which consent may be given or withheld in Landlord's sole and absolute discretion. Nothing herein shall impose any liability or obligation on Landlord to (a) request the appointment of a management consultant or (b) otherwise remedy any Facility Operating Deficiency(ies) nor shall it deem the Landlord an operator of any Facility.

Tenant acknowledges that Landlord is assigning its rights hereunder to Mortgagee so that Mortgagee, in stead and in place of the Landlord, may exercise the Landlord's remedies under this **Section 29** in Mortgagee's sole and exclusive discretion. Nothing herein shall impose any liability obligation on Mortgagee to (a) request the appointment of a management consultant or (b) otherwise remedy any Facility Operating Deficiency or Deficiencies nor shall it deem the Mortgagee an operator of any Facility.

30. **SPE Provisions.** At all times during the term of this Lease, Tenant represents, warrants and covenants that Tenant and each Subtenant, and all successors and assigns of Tenant and Subtenants, is, shall be and shall continue to be a "**Special Purpose Entity**" as defined in **Schedule E**. The Operating Agreement of Tenant and each Subtenant shall include the Special Purpose Entity provisions set forth in **Schedule E**.

31. **No Third Party Beneficiaries.** This Lease is solely for the benefit of Landlord, its successors and assigns, including Mortgagee and the Commissioner, and Tenant, and nothing contained herein shall confer upon any person other than Tenant or Landlord (and the Mortgagee and Commissioner) or their respective successors and assigns, any right to insist upon or to enforce the performance or observance of any of the obligations contained herein, except only as may be otherwise specifically provided for in this Lease. All conditions to the obligations of Landlord to advance or make available proceeds of insurance or condemnation, are imposed solely and exclusively for the benefit of Landlord, its successors and assigns. No other person or entity shall have standing to require satisfaction of such conditions in accordance with their terms, and no other person or entity shall, under any circumstances, be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Landlord at any time, if in Landlord's sole and absolute discretion, Landlord deems it advisable or desirable to do so.

32. **Licenses and Transfer of Operations.** Upon the expiration or earlier termination of the Term, subject to Applicable Laws, Tenant shall and shall cause its Subtenants, and the Managers, to transfer to Landlord or Landlord's nominee, or Landlord's successors and assigns, fully operational Facilities and shall cooperate with Landlord or Landlord's designee or nominee in connection with the processing by Landlord or Landlord's designee or nominee of

any applications for all licenses, operating permits and other governmental authorization, all contracts, including contracts with all Governmental Authorities or quasi governmental entities, and, if requested by Landlord, financial and accounting records, business records, data, employee and/or personnel records, patient and resident records, and patient and resident trust accounts, which may be necessary or useful for the operation of a Facility; provided that the reasonable costs and expenses of any such transfer or the processing of any such application shall be paid by Landlord or Landlord's designee or nominee. With respect to resident funds, Tenant shall and shall cause Subtenant and any Manager to prepare and submit to Landlord or its designee a true, correct, and complete accounting and inventory (properly reconciled) of any patient trust funds and resident property to be transferred to Landlord or its designee. Tenant shall and shall cause Subtenant and its Manager not to commit any act or be remiss in the undertaking of any act that would jeopardize the licensure or certification of a Facility, and Tenant shall and shall cause Subtenant and its Manager to comply with all requests for an orderly transfer of the same, and all Medicare and Medicaid Provider Agreements, upon the expiration or early termination of the Term, including, but not limited to, upon the request of Landlord or its designee, the transitioning of employees in compliance with Applicable Laws. Without limiting the generality of the foregoing, if requested by Landlord or a proposed replacement operator for a Facility, subject to Applicable Laws, Tenant hereby agrees to enter, or cause its Subtenants to enter, into a reasonable operations transfer agreement with such replacement operator and expressly agrees to assign its provider agreements to said replacement or successor operator. Tenant shall not unreasonably withhold, condition or delay its consent, nor the consent of its Subtenants, to entering into any interim subleases or management agreements or operations transfer agreement as may be necessary to effectuate an early transfer of the operations of a Facility prior to the time that such replacement operator holds all licenses and permits from all applicable Governmental Authorities with jurisdiction necessary to operate a Facility for its intended use. In addition, upon request, Tenant shall and shall cause Subtenants, and the Managers, to promptly deliver copies to Landlord or Landlord's designee of all books and records relating to the Leased Premises and operations thereon (including inventories, employee lists and personnel records, and policies and procedures manuals, though delivery of patient records and health related documentation shall be made in compliance with Applicable Laws). Tenant shall allow Landlord or a proposed replacement operator for a Facility to utilize Tenant's, Subtenants' and Managers' computer hardware and software for a minimum of ninety (90) days to facilitate the transfer of operations, the collection of accounts receivables, the billing of providers, and the provision of patient care. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any loss, damage, cost or expense incurred by Landlord or Landlord's designee or nominee in connection with the correction of any and all deficiencies of a physical nature identified by any Governmental Authority responsible for licensing the Leased Premises in the course of any change of ownership inspection and audit.

33. **Tenant Cooperation.** Tenant agrees to cooperate with Landlord in providing, and upon request by Landlord or its lender, Tenant shall provide or cause its Subtenants to provide, such documents, information, financial reports, and such other items as may be required by Mortgagee and the Commissioner. Tenant agrees to cause its outside counsel to provide updated healthcare opinions required by Mortgagee in connection with the healthcare operations by Tenant or its Subtenants at the Facilities, and if required by Mortgagee, an opinion of counsel as to the due formation of Tenant and its Subtenants and due execution by said parties, and Tenant Affiliates, and as to the enforceability of the Lease, all Subleases, all guaranties of the {1020/058/00042593.2} HUD Mandated and/or Suggested Master Lease Provisions.090510



Lease, and any other documents executed by such parties in connection with the loan(s) from Mortgagee to Landlord or in connection with its accounts receivable loan. Tenant agrees to execute, and cause the Subtenants to execute, Subordination Agreements in form and substance required by Mortgagee. Tenant further agrees to cooperate with Landlord and with its lenders who are processing and will be making HUD Loans to Facility Landlords. Tenant shall use its best efforts to cause its depository banks to enter into Deposit Control Agreements as may be required by the Commissioner.

34. **HUD Mortgage Provisions.** In the event of a conflict between the terms in this Section 34 and the Lease, these terms shall govern and control. Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

34.1 **Definitions.** The following terms shall have the meanings specified below:

**“Approved Use”** means the use of each Facility, as set forth on Schedule A, and such other uses as may be approved in writing from time to time by HUD based upon a request made by a Borrower or an Operator, but excluding any uses that are discontinued with the written approval of the HUD .

**“AR Lender”** has the meaning set forth in Section 34.2(j).

**“Bed Authority”** means the licensed number of beds for a facility as authorized under the Health Care Requirements.

**“Borrower”** individually and collectively the Facility Landlords as defined in the recitals hereto.

**“Borrower Regulatory Agreement”** means each Regulatory Agreement entered into by and between each Borrower and HUD, with respect to each of the Facilities and any riders, amendments and supplements thereto.

**“Closing Date”** has the meaning set forth in Section 34.2(p).

**“Commencement Date”** has the meaning set forth in Section 34.2(i).

**“CON”** means collectively all Certificates of Need and Certificate of Need rights under Health Care Requirements authorizing and permitting the use of each Facility as a skilled nursing or long-term care facility, as applicable.

**“Deposit Account Control Agreement”** has the meaning set forth in Section 34.2(n).

**“Facility”** or **“Facilities”** means the following, individually or collectively, as the context may dictate:

a. all the land located at, and known as and more particularly described in **Exhibits 1 through 4** (as it may from time to time be amended, supplemented or modified, with the prior written consent of HUD) attached to this Addendum, and incorporated herein, together with any additions thereto and substitutions therefore, and;

b. any buildings, improvements, betterments, all FF&E, Bed Authority, License, Permits, CON, and other property, real or personal, now existing or at any time acquired, constructed or located thereon, as such items may be repaired, rebuilt, replaced, restored, altered or added to as permitted or required by the provisions of this Lease, and all easements and other rights appurtenant to the Operator thereto.

"**FF&E**" means furnishings, fixtures and equipment of all kinds used in connection with the Facility, including additions, substitutions and replacements thereto.

"**FHA**" means the Federal Housing Administration.

"**Health Care Requirements**" shall mean, relating to each Facility, all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions or agreements, in each case, pertaining to or concerned with the establishment, construction, ownership, operation, use or occupancy of the Facility or any part thereof as a health care facility, and all material permits, licenses and authorizations and regulations relating thereto, including all material rules, orders, regulations and decrees of and agreements with health care authorities pertaining to the Facility.

"**HUD**" means the U.S. Department of Housing and Urban Development.

"**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Facility, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and Lender letters that apply to the Facility, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Facility only to the extent that they interpret, clarify and implement terms in this Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and Lender letters are available on HUD's official website (<http://www.hud.gov/offices/adm/hudclips/index.cfm>), or a successor location to that site.

**“Intercreditor Agreement”** has the meaning set forth in **Section 34.2(j)**.

**“Intercreditor Documents”** has the meaning set forth in **Section 34.2(j)**.

**“Lender”** means Housing & Healthcare Finance, LLC, and any future holder of the Mortgage.

**“Master Lease”** means this Lease as defined in the recitals hereto.

**“Master Tenant”** means the Tenant as defined in the recitals hereto.

**“Master Tenant Regulatory Agreement”** means each Regulatory Agreement entered into by and between the Master Tenant and HUD, through the Federal Housing Commissioner with respect to each Facility and any riders, amendments and supplements thereto.

**“Material Term”** is a term in a loan or security agreement that:

- 1) adds guarantors to the loan;
- 2) releases guarantors from the loan;
- 3) adds borrowers to the loan;
- 4) adds an interest reserve to the loan;
- 5) amends the interest rate payable on the outstanding principal balance of the loan;
- 6) increases or decreases the principal amount of the loan;
- 7) adds collateral as additional security for the loan; and/or
- 8) amends or expands the type of obligations secured by the loan.

**“Mortgage(s)”** means those certain mortgages or deeds of trust from the Borrowers in favor of the Lender with respect to the Facility securing the Mortgage Loans, and any amendments and supplements thereto.

**“Mortgage Loan”** means the FHA-insured mortgage loans in the original principal amounts as set forth on **Schedule A** attached hereto and incorporated herein, each made by Lender to a Borrower, secured by some or all of the Facility, as the same may be amended, increased or decreased.

**“Mortgage Loan Documents”** means the Borrower Regulatory Agreement, the Mortgage(s), the promissory note(s) evidencing the Mortgage Loan(s) executed by each Borrower in favor of the Lender, the security agreement(s) from the Borrowers to the Lender, the Master Tenant Regulatory Agreement, the Operator Regulatory Agreements, the Operator Security Agreements, Master Tenant Security Agreement, Collateral Assignment of Sublease, Operator Guaranties, and Subordination Agreement/SNDA, and any and all other documents required by HUD and/or the Lender in connection with the Mortgage Loan(s).

**“Operator”** means, any entity who has entered into a Sublease as an Operator with the Master Tenant, and such entity’s successors and assigns.

**“Operator Guaranty”** or **“Operator Guaranties,”** has the meaning set forth in **Section 34.2(e)**.

**“Operator Regulatory Agreement”** means each Operator Regulatory Agreement entered into by and between each Operator and HUD, through the Federal Housing Commissioner with respect to a Facility and any riders, amendments and supplements thereto.

**“Operator Security Agreement”** means each Operator Security Agreement between each Operator and Lender with respect to the Facility and any amendments or supplements thereto.

**“Rent”** means Base Rent, Additional Rent and any and all other charges paid by an Operator, and any such amounts payable by Master Tenant to one or more Borrowers, with respect to one or more Facilities.

**“Rider to Intercreditor Agreement”** has the meaning set forth in **Section 34.2(j)**.

**“Security Agreement”** means those certain Security Agreements between each Borrower and Lender with respect to the Facilities and any amendments and supplements thereto.

**“Subordination Agreement/SNDA”** means either the Subordination Agreement or the Subordination Non-Disturbance and Attornment Agreement (whichever is applicable) executed by Borrowers, Lender, Master Tenant and Operator as to the Facility subleased by that particular Operator from the Master Tenant.

**“UCC”** means the Uniform Commercial Code, or local equivalent, as in effect from time to time in the State of where the applicable Facility is located.

#### **34.2 HUD Requirements.**

(a) **Precedence of this Section 34.2.** For so long as HUD is the holder or insurer of any indebtedness secured by the Leased Premises, the provisions of this **Section 34.2** shall apply to this Lease. In the event of any conflict between any provision of this **Section 34.2** and any other provision of this Lease, the provision of this **Section 34.2** shall be controlling. This **Section 34.2** shall not be amended without the prior written consent of HUD and the Lenders.

**(b) Compliance with Program Obligations and Terms of Mortgage Loan Documents.**

(i) The parties hereto intend that the Master Lease comply with all Program Obligations. The Master Tenant agrees to comply, and to cause each Operator to comply, with all applicable Program Obligations and the Mortgage Loan Documents. The Master Tenant further agrees that the Master Lease and all Subleases will be part of the collateral pledged by Borrowers to Lender and HUD as security for the Mortgage Loan. The Master Tenant agrees that it will not take any action which would violate any applicable Program Obligations or any of the Mortgage Loan Documents.

(ii) In the event of any conflict between the terms and provisions of this Master Lease and/or the Sublease and any applicable Program Obligations or the Mortgage Loan Documents, the Program Obligations and Mortgage Loan Documents shall control in all respects. Borrowers and Master Tenant agree that no provision of this Master Lease and/or the Subleases shall modify any obligation of Borrowers or Master Tenant or Operator under the Mortgage Loan Documents. Borrowers and Master Tenant acknowledge that HUD's acceptance of this Master Lease and/or any Subleases in connection with the closing of the Mortgage Loans shall in no way constitute HUD's consent to arrangements which are inconsistent with Program Obligations. This Master Lease and any Subleases are subject to all Program Obligations.

(c) **Modification.** Neither the provisions of this Section 34.2 of the Master Lease nor any Sublease may be amended without the express prior written consent of HUD and the Lender. None of the Facilities may be released from the Master Lease, nor may the Master Lease, or any of the Subleases, be terminated without the express prior written consent of HUD and the Lender, and in accordance with the provisions of the Subordination Agreement/SNDA, as applicable.

(d) **Single, Indivisible Lease.** The Master Lease constitutes one indivisible lease of the Facilities and not separate leases governed by similar terms. The Facilities constitute one economic unit, and the Base Rent and all other provisions have been negotiated and agreed to based on a demise of all of the Facilities to Master Tenant as a single, composite, inseparable transaction, and the Base Rent and all other provisions would have been substantially different had separate leases or a divisible lease been intended. Except as expressly provided in this Master Lease for specific, isolated purposes (and then only to the extent expressly stated), all provisions of this Master Lease apply equally and uniformly to all of the Facilities as one unit. An Event of Default with respect to any Facility is an Event of Default as to all of the Facilities. The parties intend that the provisions of this Master Lease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Facilities, and in particular but without limitation, that for purposes of any

assumption, rejection or assignment of this Master Lease under 11 U.S.C. § 365, this is one indivisible and non-severable lease and executory contract dealing with one legal and economic unit, and that this Master Lease must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Facilities.

(e) **Cross-Default Guaranty of Operators.** Master Tenant agrees to cause all Operators to execute a Cross-Default Guaranty of Operators (each, individually, a “**Guaranty**”, and collectively, the “**Operator Guaranties**”) in favor of Master Tenant, in the HUD-approved format, by which each Operator guarantees performance of all obligations of all other Operators under all subleases of facilities from Master Tenant to all Operators. Master Tenant further agrees to assign and hereby assigns such Operator Guaranties to the Borrowers, and to the Lender.

(f) **Payments and Impounds.**

(i) Borrowers and Master Tenant each acknowledges and agrees that the Rents and other amounts payable pursuant to this Master Lease or any sublease (including Base Rent, Additional Rent and all other sums payable) are, and shall at all times, be sized so as to allow for proper maintenance of the Facility, and to enable each Borrower to meet its debt service obligations, and all related expenses, in connection with its Mortgage Loan and the Facilities. Without limiting the generality of the foregoing, the Master Tenant agrees to pay, as additional rent, when due all premiums for (i) FHA mortgage insurance, (ii) liability insurance and full coverage property insurance on the Facility, and (iii) all other insurance coverage required under the Mortgage Loan Documents, and/or Program Obligations. Unless the Lender and the applicable Borrower agree otherwise in writing, the Master Tenant shall be responsible for funding all escrows and impounds for taxes, reserves for replacements, FHA mortgage insurance premiums, and other insurance premiums as may be required by the Lender and/or HUD.

(ii) **Receipts.** Master Tenant shall deliver to Borrowers copies of all notices, demands, claims, bills and receipts in relation to all impounds and insurance premiums promptly upon receipt thereof by Master Tenant.

(g) **Rental Payments.** Subject to the rights of the Lender and to HUD consent thereto, Borrowers reserve the right, as set forth herein, to adjust and reallocate the amount of Base Rent allocated to each Facility covered by this Master Lease as set forth on **Schedule B** to this Lease, so long as the total aggregate amount of Base Rent for all of the Facilities shown thereon is not increased. Borrowers may adjust and reallocate the amounts of Base Rent for the purposes of maximizing reimbursements from the Medicaid or Medicare

programs, and/or preventing a default under the Mortgage Loan Documents, provided that Borrowers obtain Master Tenant's prior consent, which consent shall not be unreasonably withheld, and so long as the total amount of Base Rent for all of the Facilities in the aggregate shall not be increased.

(h) **Compliance with HUD Insurance Requirements.** The Master Tenant agrees to procure and maintain, and cause its Operators to procure and maintain, the insurance coverages required pursuant to the Mortgage Loan Documents and Program Obligations. Annually, Master Tenant shall provide, or cause each Operator to provide, to Lender, a Certification of Compliance with HUD's professional liability insurance requirements. Insurance proceeds and the proceeds of any condemnation award or other compensation paid by reason of a conveyance in lieu of the exercise of such power, with respect to the Facility or any portion thereof shall be applied in accordance with the terms of the Mortgage Loan Documents and Program Obligations. The decision to repair, reconstruct, restore or replace the Facility following a casualty or condemnation shall be subject to the terms of the Mortgage Loan Documents and Program Obligations.

(i) **Ownership of the Bed Authority, FF&E, and Transfer of Personal Property.**

(i) Master Tenant acknowledges and agrees that as between Borrowers and Master Tenant, each Borrower is and shall always be the holder of the Bed Authority for each Facility so long as such ownership is not prohibited by state law, and Master Tenant, its Operators, successors and assigns, hereby waive and release any right, title or interest Master Tenant or its Operators may now or hereafter have in the Bed Authority, and covenants and agrees that it will never own, hold or otherwise claim any interest in the Bed Authority, which will not under any circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, or by contract or implication, ever be assigned, transferred or conveyed to Master Tenant, its Operators, successors or assigns. Neither the Master Tenant nor the Borrower shall agree to modify any license or bed authority without the prior written consent of HUD.

(ii) Master Tenant agrees that (a) except leases of FF&E entered into in the ordinary course of business with third-party lessors pre-approved in writing by Lender, personal property not required for licensing or certification such as office equipment, and property of the residents of the Facility, all FF&E located on the Facility on the Commencement Date of the Master Lease is and shall be the property of the Borrowers, and (b) any FF&E acquired by Borrowers or Master Tenant or any Operator during the term of this Master Lease remaining on the Facility at the termination of the Master Lease or Sublease shall be

and/or become the property of the Borrowers. Master Tenant will not lease FF&E required for licensure, and Master Tenant agrees, during the term of the Master Lease, not to (or to permit any Operator to) remove any FF&E from the Facility, except to replace such FF&E with other similar items of equal or greater quality and value.

(iii) At the termination of the Master Lease and/or Sublease, the Borrowers shall have the right to purchase the Master Tenant's or Operator's personal property located at the facility at book value. To the extent any of the personal property is subject to an equipment lease, the Borrowers shall have the right to cause Master Tenant or Operators to pay in full all obligations under such equipment leases, or to assume some or all of such equipment leases at Borrowers' sole cost and expense and at no additional liability to Master Tenant. Master Tenant shall cause Operator to sign or deliver to Borrowers any document that may be reasonably necessary to transfer any leased property back to the Borrowers.

(j) **Accounts Receivable Financing.** No Rent and no accounts receivable or receipts from any Facility may be pledged without prior written approval of Lender and HUD. The Master Tenant shall prohibit each Operator from pledging its accounts receivable or receipts to any accounts receivable lender ("AR Lender") for any loan without the prior written approval of the Lender and HUD. In the event that the Lender and HUD grant such approval: (i) the holder(s) of such lien shall enter into an Intercreditor and a Rider to Intercreditor Agreement, by and between the AR Lender and Lender, on such terms and conditions as may be required by HUD; and (ii) Operator shall agree to comply with the requirements imposed by the Lender and HUD in connection therewith. Until such approved loan is paid in full, the written approval of HUD is required for any proposed modifications, extensions and renewals on different terms and conditions, or amendments to a Material Term of the accounts receivable loan or any related loan document, prior to the effective date of such amendments. The Master Tenant may not be a borrower on an accounts receivable loan of any of the Operators or for any Facility. At all times during the term of this Master Lease, and while the Intercreditor Documents are in effect, Master Tenant covenants and agrees, and shall cause its Operators to agree, to make distributions to its affiliates or members only in accordance with and if permitted by Section 3 of the Rider to Intercreditor Agreement.

(k) **Governmental Receivables.** Master Tenant shall require that each Operator shall be responsible for obtaining and maintaining any necessary provider agreements with Medicaid, Medicare and other governmental third party payors. Master Tenant shall ensure that each Operator agrees to furnish HUD and Lender with copies of all such provider agreements and any and all amendments promptly after execution, and additionally, promptly upon request.



(l) **Risk Management Program.** Master Tenant shall implement, or shall cause Operators to implement and maintain, a risk management program which incorporates a real-time incident reporting and tracking system that informs Operator's and Master Tenant's senior management of all incidents with the potential to expose the Operator to liability for personal injury or other damages. Each incident must be reviewed by Operator's appropriately-trained professional staff, and such staff must follow-up on incidents as necessary. The risk management program must include appropriate training for Operator's staff.

(m) **Subletting and Assignment.**

(i) The Master Lease shall not be assigned or subleased by Master Tenant, in whole or in part (including any transfer of title or right to possession and control of any Facility, or of any right to collect fees or Rents), without the prior written approval of HUD. The prior written approval of HUD shall be required for (a) any change in or transfer of the management, operation, or control of the project or (b) any change in the ownership of the Master Tenant that requires HUD approval under the Department's previous participation approval requirements. Borrowers and Master Tenant acknowledge that any proposed assignee will be required to execute a Master Tenant Regulatory Agreement and a Master Tenant Security Agreement, each in form and substance satisfactory to HUD, as a prerequisite to any such approval. Any assignment or subletting of the Facility made without such prior approval shall be null and void.

(ii) Master Tenant acknowledges that each Borrower is assigning the Master Lease to the Lender, to further secure that Borrower's obligations to Lender under the applicable Mortgage Loan Documents. Master Tenant acknowledges that Lender is authorized to exercise all rights and remedies available to Borrower in connection with the assignment of the Master Lease as Lender may determine is reasonably necessary to cure a default by Borrower under any Mortgage Loan Documents.

(n) **Deposit Account Control Agreements.** Master Tenant agrees to execute, and where applicable, to cause Operators to execute, Deposit Account Control Agreements or other equivalent documents sufficient to comply with the requirements for perfection or proper evidence of a security interest in the deposit accounts identified in the Deposit Account Control Agreements as set forth in Section 9-104, or local equivalent, of the UCC by and among Lender, one or more Borrowers, Master Tenant and/or Operators, and their respective depository banks (such documents are referred to herein as "**Deposit Account Control Agreements**"). Neither Master Tenant nor its Operators shall revoke or rescind the authorization as provided by such Deposit Account Control Agreements and

any sweep agreements relating to Master Tenant's or Operators' deposit accounts at any time without Lender's prior written consent.

(o) **HUD/FHA Not Subject to Indemnification Requirements.**

Notwithstanding any other provision or term contained in this Master Lease, in the event of an assignment of the Master Lease to HUD or FHA, neither HUD nor FHA shall have any indemnification obligations under this Master Lease or any of the subleases. In addition, any payment obligations of HUD or FHA pursuant to this Master Lease shall be limited to actual amounts received by HUD or FHA, and otherwise not prohibited by applicable law or regulation, including without limitation, the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

(p) **Notices to Lender and HUD of Default by Borrower.**

Master Tenant and Borrowers agree to copy Lender and HUD on all notices of default. Such copies shall be provided at the same time and in the same manner as provided by Master Tenant or Borrowers to the other party. Lender shall have the right, but not the obligation, to cure (or cause to be cured) any default by Borrowers under this Master Lease. For the purpose of effecting such cure, Master Tenant grants the Lender such period of time as may be reasonable to enable Lender to cure (or cause to be cured) any default, in addition to the time given to Borrowers to cure the default. In the event of any act or omission of Borrowers which would give Master Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Master Lease, or to claim a partial or total eviction, Master Tenant shall not exercise such right (i) until it has given written notice of such act or omission to Lender and HUD, and (ii) unless such act or omission shall be one which is not capable of being remedied by Borrowers or Lender within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Mortgage Loan Documents in connection therewith, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Borrowers would be entitled under this Master Lease or otherwise, after similar notice, to effect such remedy).

(q) **Management Agreements.**

The Master Tenant agrees not to enter into any management agreement, or allow any Operator to enter into a management agreement, involving any Facility without HUD's prior written approval and unless such management agreement complies with applicable Program Obligations, and contains provisions that, in the event of default under the Borrower Regulatory Agreement, Master Tenant Regulatory Agreement, and/or Operator Regulatory Agreement, the management agreement shall be subject to termination upon not more than thirty (30) days notice without penalty upon written request of HUD. Upon such termination request, the Master Tenant shall immediately arrange to terminate the contract within a period of not more than thirty (30) days and shall make arrangements satisfactory to HUD for continuing proper management of the Facility.

(r) **Transfer of Operations.** Upon the expiration or earlier termination of this Master Lease for any reason whatsoever (such date being referred to as the "**Closing Date**"), the Master Lease shall become and be construed as an absolute assignment for purposes of vesting in Borrowers (or Borrowers' designees) all of Master Tenant's right, title, and interest in and to the following, to the extent assignable by law: (A) the Licenses, any Medicare or Medicaid provider agreements and any CON, (B) all documents, charts, personnel records, patient records, and other documents relating to the Facilities or operations at the Facilities, (C) all existing agreements with residents of the Facilities, and any guarantors of such agreements, and any and all patient trust fund accounts, and (D) all other assignable intangible property not enumerated above that is now or in the future used in connection with the operation of the Facilities. Master Tenant shall sign and deliver to Borrowers any documents that may be reasonably necessary to transfer the foregoing to Borrowers.

(s) **Master Tenant and Operator Regulatory Agreements and Master Tenant/Operator Security Agreements.** At the time of the closing of each Mortgage Loan, the Master Tenant agrees to execute a Master Tenant Regulatory Agreement and a Master Tenant Security Agreement, and to cause each Operator to execute the applicable Operator Regulatory Agreement and the applicable Operator Security Agreement, and other applicable documents evidencing the Lender's security interest in the collateral of the Master Tenant and each Operator. The Master Tenant agrees to comply with its obligations under the Master Tenant Regulatory Agreement and the Master Tenant Security Agreement, and agrees that a default by the Master Tenant under the Master Tenant Regulatory Agreement or Master Tenant Security Agreement shall be deemed to be a default of this Master Lease. Therefore, pursuant to Program Obligations and the terms of the Master Tenant Regulatory Agreement, upon any event of default of the Master Tenant Regulatory Agreement or any event of default of any Operator Regulatory Agreement relating to any Facility, upon the completion of any applicable notice and cure periods, Borrowers shall immediately upon written request from HUD terminate this Master Lease without any penalty to Borrowers.

(t) **Special Purpose Entity Provisions.** Master Tenant warrants that Master Tenant, each of the Operators, and all successors and assigns of Master Tenant and Operators, is, shall be and shall continue to be a Special Purpose Entity. At all times during the term of this Master Lease, Master Tenant represents, warrants and covenants each of the following:

(i) It is organized solely for the purpose of (a) acquiring, developing, owning, holding, selling, leasing, financing, transferring, exchanging, managing and/or operating the Facilities, entering into the Master Lease with the Borrowers, subleasing the Facilities to affiliated Operators; and (b) transacting lawful business that is incident, necessary

and appropriate to accomplish the foregoing; and its governing organizational documents reflect these limited purposes;

(ii) It is not engaged and will not engage, directly or indirectly, in any business unrelated to those activities required or permitted to be performed under the Master Lease; and

(iii) It does not have and will not have any assets other than those (a) related to the Facility and (b) incidental personal property necessary for the conduct of its business, as applicable.

Master Tenant warrants that, at all times during the term of this Master Lease, that each of the following shall be true for each Operator:

(i) It is organized solely for the purpose of (a) acquiring, developing, owning, holding, selling, leasing, financing, transferring, exchanging, managing and/or operating the applicable Facility, entering into the applicable sublease with Master Tenant; and (b) transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing; and its governing organizational documents reflect these limited purposes;

(ii) It is not engaged and will not engage, directly or indirectly, in any business unrelated to those activities required or permitted to be performed under the Master Lease and applicable sublease; and

(iii) It does not have and will not have any assets other than those (a) related to the applicable Facility and (b) incidental personal property necessary for the conduct of its business, as applicable.

(u) **Master Tenant Cooperation.** Master Tenant agrees to cooperate with Borrowers in providing, and upon request by Borrowers, Lender, or HUD, Master Tenant shall provide or cause its Operators to provide, such documents, information, financial reports, and other items as may be required by Lender or HUD within ninety (90) days after the close of Master Tenant's or its Operator's fiscal year. When applicable, Master Tenant agrees to execute, and cause the Operators to execute, subordination agreements in form and substance required by Lender or HUD. Master Tenant further agrees to cooperate with Borrowers and with its lender(s) who are processing and will be making Mortgage Loans to Borrowers.

(v) **Compliance with Health Care Requirements.** Master Tenant shall use, or shall cause the Operators to use, the Facility solely for its Approved Use as licensed Medicare- and Medicaid-certified skilled nursing facilities, or assisted living facilities, with at least the number of licensed and certified beds existing at a Facility on the applicable Commencement Date, and for no other.

On or before each lease Commencement Date, Master Tenant or Operators shall have acquired, and thereafter Master Tenant or Operators, shall maintain all licenses, certificates, accreditations, approvals, permits, variances, waivers, provider agreements and other authorizations needed to operate the Facility as a licensed, Medicare and Medicaid certified skilled nursing facility or assisted living facility.

(w) **Rights of HUD.** The parties hereto acknowledge that, during the existence of an Event of Default, after the expiration of any and all applicable cure periods, HUD may exercise the rights of the Mortgagee, Landlord or Tenant under this Master Lease at any time if HUD determines that the exercise of such rights is necessary to avoid a mortgage insurance claim and, therefore, in the best interest of the Federal Government.

(x) **Inspections.** The Master Tenant agrees that upon reasonable request, the Lender, HUD and their respective designees and representatives may at all reasonable times, upon reasonable notice, subject to the rights of patients, residents and tenants, examine and inspect the Leased Premises. The Master Tenant will, on the request of the Lender and/or HUD, promptly make or cause the applicable Operator to make available for inspection by the Lender and/or HUD, and their designees and representatives, copies of all of the Master Tenant's or the applicable Operator's correspondence, books, records and other documentation relating to the Leased Premises, excepting communications between the Master Tenant or the applicable Operator and its attorneys. The Master Tenant agrees to maintain or cause its Operators to maintain accounting records for the Leased Premises in accordance with its customary practice and the Master Tenant Regulatory Agreement, separate from any general accounting records which the Master Tenant may maintain in connection with the Master Tenant's other activities. The Master Tenant agrees that the Lender and/or HUD, and their designees and representatives, shall at any reasonable time, have access to and the right to examine all accounting records of the Master Tenant or its applicable Operator which relate directly or indirectly to the Leased Premises. The obligations of Master Tenant under this Section shall be limited to the extent necessary in order for Master Tenant to comply with applicable laws regarding the confidentiality of resident/patient medical records and information.

(y) **Insurance; Casualty; Condemnation.** The Master Tenant agrees to procure and maintain, or cause to be procured and maintained, the insurance coverage required pursuant to the Mortgage Loan Documents and/or applicable HUD Requirements, including HUD Notices H 04-01 and H 04-15. Insurance proceeds and the proceeds of any condemnation award or other compensation paid by reason of a conveyance in lieu of the exercise of such power, with respect to the Leased Premises or any portion thereof shall be applied in accordance with the terms of the Mortgage Loan Documents and applicable HUD Program Requirements. The decision to repair, reconstruct, restore or replace the Leased

Premises following a casualty or condemnation shall be subject to the terms of the Mortgage Loan Documents and applicable HUD Requirements.

(z) **Termination of the Master Lease.** The Master Lease may not be terminated prior to its expiration date without the prior written approval of HUD. If HUD becomes Mortgagee, Mortgagee in Possession, or Successor, HUD can terminate the Lease (A) for any violation of the Master Lease that is not cured within any applicable notice and cure period given in the Master Lease, (B) for any violation of the Master Lease Regulatory Agreement or other HUD Program Requirements or Health Care Requirements that is not cured within thirty (30) days after receipt by Master Tenant of written notice of such violation or (C) if HUD, as a result of the occurrence of either of the events described in the foregoing items (A) or (B), is required to advance funds for the operation of the facility located on the Leased Premises.

(aa) This Lease may be executed in any number of separate original counterparts, or electronic counterparts with original execution copy to follow, and by the different parties on separate counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one agreement. Delivery of an executed counterpart of a signature page to this Lease by electronic format shall be effective as delivery of a manually executed counterpart of this Addendum.

(bb) This Lease shall be governed by the laws of the State of Missouri without giving effect to conflicts of laws principles.

35. **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, or when sent by nationally-recognized overnight carrier addressed as follows:

If to Landlord:

Reliant Care Management Company, L.L.C.  
9200 Watson Road, Suite 201  
St. Louis, MO 63126  
Attn: In-House Counsel

If to Tenant:

TLG III L.L.P.  
9200 Watson Road, Suite 201  
St. Louis, MO 63126  
Attn: In-House Counsel

36. **Compliance with Anti-Terrorism Laws.** Tenant represents and warrants to Landlord that it is not, and, after making due inquiry, that no person who owns a controlling interest in or otherwise controls Tenant is, (a) listed on the Specially Designated Nationals and Blocked persons List (the "**SDN List**") maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list ("**Other Lists**" and, collectively with the SDN List, the "**Lists**") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (b) a person (a "**Designated Person**") either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in this Agreement as the "**Anti-Terrorism Laws**". Tenant represents and warrants that it requires, and has taken reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Tenant is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section 36 shall not apply to any person to the extent that such person's interest in the Tenant is through a U.S. Publicly-Traded Entity. As used in this Lease, "**U.S. Publicly-Traded Entity**" means a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

37. **Funds Invested in Tenant.** Tenant represents and warrants that it has taken reasonable measures appropriate to the circumstances (and in any event as required by law), with respect to each holder of a direct or indirect interest in Tenant, to assure that funds invested by such holders in Tenant are derived from legal sources ("**Anti-Money Laundering Measures**"). The Anti-Money Laundering Measures have been undertaken in accordance with the Bank Secrecy Act, 31 U.S.C. §§ 5311 *et seq.* ("**BSA**"), and all Applicable Laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957 (collectively with the BSA, "**Anti-Money Laundering Laws**").

38. **No Violation of Anti-Money Laundering Laws.** Tenant represents and warrants to Landlord, to its actual knowledge after making due inquiry, that neither Tenant nor any holder of a direct or indirect interest in Tenant (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (b) has been assessed civil penalties under any Anti-Money Laundering Laws, or (c) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws.

39. **Tenant Compliance with Anti-Money Laundering Laws.** Tenant represents and warrants to Landlord that it has taken reasonable measures appropriate to the circumstances (in any event as required by law), to ensure that Tenant is in compliance with all current and future Anti-Money Laundering Laws and laws, regulations and government guidance for the prevention of terrorism, terrorist financing and drug trafficking.

40. **Certain Defined Terms.**

**“Applicable Laws”** means, any one or more of the applicable laws, including (without limitation) any:

(a) federal, state, territorial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or use or disposal classification or restriction, whether domestic or foreign, including, without limitation, each Environmental Law and Health Care Requirement;

(b) judicial, administrative or other governmental or quasi-governmental order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive, whether domestic or foreign;

(c) common law or other legal or quasi-legal precedent;

(d) arbitrator’s, mediator’s or referee’s decision, finding, award or recommendation; or

(e) charter, rule, regulation or other organizational or governance document of any self-regulatory or governing body or organization, affecting any Leased Premises or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Tenant, at any time in force affecting the Leased Premises or any part thereof.

**“Governmental Authority”** shall mean any court, board, agency, arbitrator, commission, office or other authority of any nature whatsoever for any governmental unit (foreign, federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

**“Health Care Authority/ies”** shall mean shall mean any Governmental Authority or quasi-Governmental Authority or any agency, intermediary, board, authority or entity with jurisdiction over the ownership, operation, use or occupancy of a Facility as a skilled nursing facility or nursing home, including but not limited to the Center for Medicare and Medicaid Services (“**CMS**”).

**“Legal Requirement”** shall mean all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities or Health Care Authorities or affecting the Facility/ies or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations



relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Tenant or Subtenant, at any time in force affecting the Facility/ies or any part thereof, including, without limitation, any which may (a) require repairs, modifications or alterations in or to any Facility or any part thereof, or (b) in any way limit the use and enjoyment thereof.



**SCHEDULE A**

<b>FACILITY LANDLORD</b>	<b>FACILITY</b>	<b>AMOUNT OF MORTGAGE FROM HOUSING &amp; HEALTHCARE FINANCE, LLC</b>
BKY Properties, Inc.	Westview Nursing Home	\$2,120,000.00
BKY Properties of St. Elizabeth, L.L.C.	St. Elizabeth Care Center	\$2,192,600.00
BKY Properties Viburnum LLC	Stonecrest Healthcare	\$1,870,000.00
Levering Associates, L.L.C.	Levering Regional Health Care Center	\$12,116,000.00

## SCHEDULE B

### BASE RENTS

MMA Healthcare of Center, Inc.  
d/b/a Westview Nursing Home

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,120,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22041; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of St. Elizabeth, Inc.  
d/b/a/ St. Elizabeth Care Center

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$2,192,600.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22064; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

MMA Healthcare of Viburnum, Inc.  
d/b/a Stonecrest Healthcare

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$1,870,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-22065; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

Levering Regional Health Care Center, L.L.C.

- a) Tenant's monthly debt service payment pursuant to a promissory note dated as of October 30, 2012, in the original principal amount of \$12,116,000.00 payable by Tenant to Housing & Healthcare Finance ("Lender"); and
- b) Tenant's Replacement Reserve deposit requirements under the loan insured by United States Department of Housing and Urban Development ("HUD") known as FHA Project No. 085-43097; and
- c) The amount necessary to reimburse Tenant for the payment of real property taxes and personal property taxes, payable at one-twelfth of the annual amount of taxes as estimated by Tenant; and
- d) The amount necessary to reimburse Tenant for the payment of general liability insurance, payable at one-twelfth of the annual amount of insurance as estimated by Tenant.

**SCHEDULE C**

**TENANT DESIGNATED ACCOUNT**

Specific Deposit Account held with The Business Bank of St. Louis, being Account # 15694201.

**SCHEDULE D**

**SUBTENANTS**

**LEASED PREMISES**

**SUBTENANT**

Westview Nursing Home

MMA Healthcare of Center, Inc.

St. Elizabeth Care Center

MMA Healthcare of St. Elizabeth, Inc.

Stonecrest Healthcare

MMA Healthcare of Viburnum, Inc.

Levering Regional Health Care Center

Levering Regional Health Care Center, L.L.C.

## SCHEDULE E

### Special Purpose Entity Provisions

An entity complying with all of the following requirements shall be deemed a Special Purpose Entity for purposes of the Lease:

(a) Reserved.

(b) is organized solely for the purpose of (i) acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Facilities and the Leased Premises, entering into this Lease with the Landlord, subleasing the Leased Premises to affiliated Subtenants; and (ii) transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(c) is not engaged and will not engage, directly or indirectly, in any business unrelated to those activities required or permitted to be performed under the Lease, including pursuant to this definition of "Special Purpose Entity" and Subsection (a) above, as applicable;

(d) does not have and will not have any assets other than those (i) related to the Leased Premises or its partnership interest in the limited partnership or the member interest in the limited liability company that operates the Leased Premises or acts as the general partner or managing member thereof, as applicable, and (ii) incidental personal property necessary for the conduct of its business, as applicable;

(e) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of voting or participating membership interests or amendment, articles of organization, certificate of formation or operating agreement (as applicable) with respect to the matters set forth in this definition;

(f) is and will remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(g) has not failed and will not fail to correct any known misunderstanding regarding its separate identity;



(h) has maintained and will maintain its accounts, books and records separate from those of any other person, individual or entity (a "Person") and maintain its bank accounts separate from those of any other Person, except that, in addition to maintaining its own separate bank account, it may transfer funds from such account into, and commingle its funds with the funds of its Affiliates in, an account held in the name of \_\_\_\_\_ (the "Central Account") if it and \_\_\_\_\_ - each maintain books of account that at all times accurately reflect all funds of the Company deposited in the Central Account, all disbursements of such funds, and the amount of funds that have been deposited by the Company that are then held in the Central Account. To the extent required by law to file a tax return, will file its own tax returns, except to the extent it is required to file consolidated tax returns by law;

(i) has maintained and will maintain its own records, books, resolutions and agreements;

(j) subject to subparagraph (g) above, has not commingled and will not commingle its funds or assets with those of any other Person and has not participated and will not participate in any cash management system with any other Person;

(k) has held and will hold its assets in its own name;

(l) has conducted and will conduct its business in its name or in a name franchised or licensed to it by an entity other than Landlord, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (y) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of Landlord;

(m) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(n) has paid and will pay its own liabilities and expenses, including the salaries of its own employees, if any, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees, if any, in light of its contemplated business operations and in accordance with all applicable Legal Requirements and applicable Health Care Requirements;

(o) has observed and will observe all limited liability company formalities;

(p) has and will have no indebtedness other than (i) liabilities under this Lease or any Sublease (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Leased Premises and the routine administration of Tenant, (iii) such other liabilities that are permitted under the lease, and (iv) such other liabilities as are expressly permitted pursuant to this Agreement;

(q) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except as otherwise required by the Master Lease;

(r) has not and will not acquire obligations or securities of its members or of any other Affiliate;

(s) has allocated and will allocate fairly, reasonably and in accordance with all Legal Requirements and applicable Health Care Requirements, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

(t) maintains and uses and will maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by the Special Purpose Entity or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the Special Purpose Entity's agent;

(u) has not pledged and will not pledge its assets for the benefit of any other Person;

(v) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of Landlord and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (y) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of Landlord;

(w) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(x) has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity) other than loans to the Subtenants;

(y) has not identified and will not identify its members or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(z) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its members or Affiliates except (A) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are in compliance with all Legal Requirements and applicable Health Care Requirements and no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party and (B) in connection with this Lease;

(aa) has not and will not have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Rent payable under this Lease and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Base Rent is insufficient to pay such obligation;

(bb) if such entity is a corporation, it shall consider the interests of its creditors in connection with all corporate actions;

(cc) does not and will not have any of its obligations guaranteed by any Affiliate except as required under the Master Lease;

(dd) has complied and will comply with all of the terms and provisions contained in its organizational documents. The statement of facts contained in its organizational documents are true and correct and will remain true and correct;

(ee) except as provided in subsection (g) hereof, has not and will not permit any other Person independent access to its bank accounts;

(ff) has caused and will cause all representatives of Borrower to act at all times with respect to Borrower consistently and in furtherance of the foregoing;

(gg) has not and will not form, acquire, or hold any subsidiary or own any equity interest in any other entity other than the Subtenants;

(hh) notwithstanding anything to the contrary in this Schedule E, Tenant and Subtenants shall be permitted to cross default its obligations under approved A/R Financing with the obligations of Affiliates of Tenant and Subtenants.

**EXHIBIT 1**

**MMA Healthcare of Center, Inc, d/b/a Westview Nursing Home**

**(Legal Description)**

Land situated in the County of Ralls, and State of Missouri, to wit:

A tract of land being part of Division One (I) of Flowerree Heirs' Partition on the North Half (N1/2) of Section Thirty-Five (35), Township Fifty-Five (55) North, Range Six (6) West of the Fifth Principal Meridian, City of Center, Ralls County, Missouri and being more fully described as follows, to-wit:

BEGINNING at the Southwest Corner of said Division One (1); thence North 00 degrees, 00 minutes and 32 seconds West a distance of 258.44 feet along the West line of said Division One (1) to the Southerly Right-of-Way of Missouri State Route CC and a 5/8 inch rebar set, a found iron pin bears North 22 degrees, 56 minutes and 45 seconds East a distance of 1.43 feet from the above described Corner; thence along said Southerly Right-of-Way the following 5 courses, South 88 degrees, 43 minutes and 40 seconds East a distance of 16.32 feet to a 5/8 inch rebar set; thence South 88 degrees, 01 minute and 11 seconds East a distance of 226.60 feet to a 5/8 inch rebar set; thence South 88 degrees, 05 minutes and 04 seconds East a distance of 173.49 feet to a 5/8 inch rebar set; thence North 88 degrees, 19 minutes and 35 seconds East a distance of 100.12 feet to a found iron pin; thence South 88 degrees, 41 minutes and 22 seconds East a distance of 125.34 feet to a found iron pin; thence leaving said Southerly Right-of-Way South 00 degrees, 00 minutes and 32 seconds East a distance of 260.74 feet to the North Right-of-Way line of Ely Street and a found iron pin; thence North 88 degrees, 33 minutes and 02 seconds West along said North Right-of-Way a distance of 641.77 feet to the POINT OF BEGINNING.

Commonly known as: 301 West Dunlop St., Center, Missouri

## EXHIBIT 2

### MMA Healthcare of St. Elizabeth, Inc, d/b/a St. Elizabeth Care Center

#### (Legal Description)

Land situated in the County of Miller, and State of Missouri, to wit:

A tract of land lying in the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 40 North, Range 12 West of the 5th Principal Meridian, Miller County, Missouri, and more particularly described as follows: Beginning at a found 3/8 inch iron rod marking the Northeast Corner of the herein described tract, which is located North 89 degrees 15 minutes 50 seconds West a distance of 148.50 feet from the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Northwest Quarter of said Section 4; thence leaving the Quarter Quarter Section Line of said Section 4, South 00 degrees 50 minutes 55 seconds West a distance of 491.78 feet to a found 3/8 inch iron rod; thence North 89 degrees 15 minutes 50 seconds West a distance of 395.92 feet to a point on the East right of way line of South Walnut Street (60 feet wide) also known as State Highway 52, from which point a found 3/8 inch iron rod bears North 33 degrees 54 minutes West, 0.66 feet; thence along the said East right of way line of South Walnut Street, North 04 degrees 41 minutes 00 seconds West a distance of 160.61 feet to a set 1/2 inch X 18 inch rebar with plastic cap stamped "Marler LS. 347-D" (Typical) at a point of curvature; thence along a curve to the right having a radius of 686.18 feet, an arc length of 141.30 feet, and a chord bearing and distance of North 01 degree 12 minutes 57 seconds East, 141.05 feet to a cut cross in concrete being the Southwest Corner of property now or formerly of Brandon V. and Kindra G. York, per the Deed recorded in Deed Book 2007, Page 6470 of the Miller County Land Records; thence leaving the East right of way line of South Walnut, and along the South Line of said York Property, South 88 degrees 43 minutes 40 seconds East a distance of 116.25 feet to a cut cross at the Southeast Corner of said York Property; thence North 11 degrees 32 minutes 31 seconds East a distance of 195.39 feet to a set rebar in the aforesaid Quarter Quarter Section Line; thence along said Quarter Quarter Section Line, South 89 degrees 15 minutes 50 seconds East, a distance of 258.00 feet to the point of beginning. As surveyed by Marler Surveying Co., Inc. during the month of November, 2008.

Commonly known as: 649 South Walnut, St. Elizabeth, Missouri 65075

**EXHIBIT 3**

**MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare**

**(Legal Description)**

Land situated in the County of Iron, and State of Missouri, to wit:

A tract of land which is a fractional part of the Southwest quarter of the Northeast quarter of Section Twenty—seven (27), Township Thirty-five (35) North, Range Two (2) West, Iron County, Missouri, more particularly described as follows: Commencing at the Southeast corner of the Northeast quarter of Section 27, Township 35 North, Range 2 West; thence North  $72^{\circ} 23' 24''$  West, 2,034.84 feet to the Northwest corner of Lot 45, Block 33, of the Sixth Addition to the Town of Viburnum, Missouri, a point on the East right of way of Missouri State Highway "Y" and the TRUE POINT OF BEGINNING; thence along the North line of said Block 33 of the Sixth Addition South  $87^{\circ} 59' 31''$  East (recorded South  $87^{\circ} 48' 1/2''$  East) 353.56 feet; thence continuing North  $55^{\circ} 07' 59''$  East (recorded North  $55^{\circ} 19'$  East) 312.77 feet; thence departing said North line of Block 33, North  $0^{\circ} 34' 20''$  East, 269.93 feet to a point being the Northeast corner of herein described tract, said point also being the Southeast corner of a 0.86 acre tract of land conveyed by The Doe Run Company to Richard C. Williamson and Ruth Ann Williamson, his wife, by Special Warranty Deed dated the 9th day of October, 1989; thence along the South line of said 0.86 acre tract of land South  $90^{\circ} 00' 00''$  West, 633.27 feet (recorded 623.23 feet) to the East right of way of Missouri State Highway "Y"; thence along said East right of way South  $9^{\circ} 33' 31''$  West, 30.87 feet; thence on a curve an arc length of 295.21 feet ( $R = 1,462.4$  feet); thence continuing South  $2^{\circ} 00' 29''$  West, 111.89 feet to the Northwest corner of Lot 45, Block 33, Sixth Addition to the Town of Viburnum and to the TRUE POINT OF BEGINNING,

The above mentioned Lot 45, Block 33 of the Sixth Addition, Town of Viburnum, is shown on a plat of the Sixth Addition recorded in Plat Book 4 at page 47, in the Recorder's office of Iron County, Missouri;

Commonly known as: 2 Highway Y, Box 707, Viburnum, Missouri

**EXHIBIT 4**

**Levering Regional Health Care Center, L.L.C.**

**(Legal Description)**

Land situated in the County of Marion, and State of Missouri, to wit:

A Tract of land being all of Lots 2, 3, 9, 11 thru 16 and part of Lots 1, 4 and 17 in Block 1 of Griffith's Addition to the City of Hannibal, Marion County, Missouri and being more fully described as follows, to wit:

Beginning at the Southwest corner of Lot 9 and the True Point of Beginning; thence North 14 degrees 45 minutes 22 seconds West along the Easterly Right-of-Way line of Dowling Street a distance of 215.38 feet; thence leaving said Easterly Right-of-Way line North 56 degrees 52 minutes 04 seconds East a distance of 22.52 feet; thence North 38 degrees 37 minutes 08 seconds East a distance of 19.78 feet; thence North 26 degrees 59 minutes 15 seconds East a distance of 16.52 feet; thence North 75 degrees 14 minutes 12 seconds East a distance of 79.27 feet to a found iron pin; thence North 12 degrees 12 minutes 46 seconds West a distance of 30.80 feet to a found iron pin; thence North 74 degrees 54 minutes 23 seconds East a distance of 52.60 feet to a found iron pin; thence South 11 degrees 38 minutes 42 seconds East a distance of 31.05 feet to a found iron pin on the North line of a vacated 16 foot wide Alley; thence North 78 degrees 30 minutes 28 seconds East along the North line of said vacated 16 foot wide Alley a distance of 148.04 feet; thence leaving said North line North 06 degrees 36 minutes 09 seconds West along a line 12 feet East of and parallel with the West line of said Lot 4 a distance of 163.18 feet to a cut "X" on the Southerly Right-of- Way line of Broadway Street; thence North 89 degrees 47 minutes 23 seconds East along the Southerly Right-of-Way line of said Broadway Street a distance of 110.73 feet to a found cut "X" on the Westerly Right-of-Way line of Houston Street; thence South 00 degrees 05 minutes 39 seconds West along said Westerly Right-of-Way line a distance of 305.65 feet to a found cut "X" on the Northerly Right-of-Way line of Market Street; thence leaving the Westerly Right-of-Way line of said Houston Street South 63 degrees 50 minutes 35 seconds West along the Northerly Right-of-Way line of said Market Street a distance of 387.24 feet to the True Point of Beginning.

Commonly known as: 1734 Market St., Hannibal, MO

## EXHIBIT 7

### Form of Subtenant Guaranty

#### CROSS-DEFAULT GUARANTY OF SUBTENANTS

This Cross-Default Guaranty of Subtenants (the "**Guaranty**"), made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by each of the entities named as a Guarantor on **Schedule "A"** to this Guaranty and executing the Signature Page hereto (each, a "**Guarantor**" or a "**Subtenant**" and collectively, the "**Guarantors**" or the "**Subtenants**"), to and in favor of TLG III L.L.P., a Missouri limited liability partnership ("**Sublandlord**"), is made with respect to the following facts:

#### RECITALS

A. WHEREAS, Sublandlord is the Tenant under that certain Master Lease, dated of even date herewith (the "**Master Lease**"), pursuant to which Sublandlord leases four (4) skilled nursing facilities from four (4) entities set forth on **Schedule "B"** attached hereto and incorporated herein (collectively, the "**Landlord**" and individually, a "**Facility Landlord**"); and

B. WHEREAS, each of the Guarantors subleases from Sublandlord that certain skilled nursing facility set forth opposite the Guarantor's name on **Schedule "A"** (each a "**Facility**"), pursuant to a sublease of even date herewith (each such sublease hereinafter referred to as a "**Sublease**" and collectively, referred to as the "**Subleases**"); and

C. WHEREAS, Sublandlord is not willing to accept the Subleases unless it receives a Guaranty by each of the Guarantors to the obligations of the other Guarantors under their respective Subleases, so that each Guarantor is jointly and severally liable with all other of the Guarantors for the obligations of each Guarantor under their respective Sublease.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and to induce Sublandlord to enter into the Subleases as aforesaid, each Guarantor, jointly and severally, hereby covenants and agrees as follows:

1. **Guaranteed Obligations.** Each Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Sublandlord, its successors and assigns, the prompt payment when due and the full and faithful performance and observance by all Guarantors in their respective capacities as subtenants under their respective Subleases, of all of the terms, covenants, conditions, agreements, and obligations now or hereafter to be paid, performed, and/or observed by each Guarantor as the subtenant under its respective Sublease, in each case in strict accordance with the terms of the Subleases (all such terms, covenants, conditions, agreements, and obligations being herein collectively referred to as the "**Sublease Obligations**" and agrees to pay on demand any and all expenses (including reasonable counsel fees and disbursements)



incurred by Sublandlord in enforcing any rights under this Guaranty and under any and each Sublease (collectively, "**Expenses**"); the Sublease Obligations and the Expenses are, collectively, the "**Obligations**". Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts which constitute part of the Obligations and would be owed by a Subtenant to Sublandlord under its Sublease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding involving a Subtenant.

2. **Unconditional and Absolute Guaranty.** Each Guarantor guarantees that the Sublease Obligations will be paid, performed and observed strictly in accordance with the terms of the Subleases. The Obligations of each Guarantor under this Guaranty are independent of the Sublease Obligations. The liability of each Guarantor under this Guaranty shall be absolute and unconditional, shall not be affected, released, terminated, discharged or impaired, in whole or in part, by, and Sublandlord may proceed to exercise any right or remedy hereunder, irrespective of:

- (i) any lack of genuineness, regularity, validity, legality or enforceability, or the voidability, of the Subleases or any other agreement or instrument relating thereto;
- (ii) any amendment, restatement, supplement, change or modification of the terms of any Sublease;
- (iii) any change in the time, manner or place of payment, performance or observance of all or any of the Obligations or any extensions of time for payment, performance or observance, whether in whole or in part, of the terms of the Sublease on the part of a Guarantor, as a Subtenant, to be paid, performed or observed, as applicable;
- (iv) any amendment or waiver of, or any assertion or enforcement or failure or refusal to assert or enforce, or any consent or indulgence granted by Sublandlord with respect to a departure from, any term of a Sublease, including, without limiting the generality of the foregoing, the waiver of any default by a Subtenant, or the making of any other arrangement with, or the accepting of any compensation or settlement from, a Subtenant;
- (v) any failure or delay of Sublandlord to exercise, or any lack of diligence in exercising, any right or remedy with respect to a Sublease;
- (vi) any dealings or transactions between Sublandlord and a Subtenant, whether or not Guarantor shall be a party to or cognizant of the same;
- (vii) the exercise of any right or remedy under a Sublease, or the obtaining of any judgment against a Subtenant, or the taking of any action to enforce the same;
- (viii) any bankruptcy, insolvency, assignment for the benefit of creditors, receivership, trusteeship or dissolution of or affecting a Subtenant;

(ix) any exchange, surrender or release, in whole or in part, of any security which may be held by Sublandlord at any time for or under the Lease or in respect of the Obligations;

(x) any other guaranty now or hereafter executed by a Guarantor or any other guarantor or the release of any other guarantor from liability for the payment, performance or observance of any of the Obligations or any of the terms of a Sublease on the part of a Subtenant to be paid, performed or observed, as applicable, whether by operation of law or otherwise;

(xi) any rights, powers or privileges Sublandlord may now or hereafter have against any person, entity or collateral in respect of the Obligations;

(xii) Sublandlord's consent to any assignment or successive assignments of the Sublease by a Subtenant;

(xiii) the failure to give Guarantor any notices whatsoever;

(xiv) any other circumstance which might in any manner or to any extent constitute a defense (other than the defenses of prior payment or performance) available to a Subtenant, or vary the risk of a Guarantor, or might otherwise constitute a legal or equitable discharge or defense available to a surety or guarantor, whether similar or dissimilar to the foregoing;

(xv) any and all notice of the creation, renewal or extension of the Obligations and notice of or proof of reliance by Landlord's lender ("Mortgagee") upon this Guaranty or acceptance of the Guaranty; or

(xvi) the exercise of any right or remedy under a Sublease, or the obtaining of any judgment against a Subtenant, or the taking of any action to enforce the same;

all from time to time before or after any default by a Subtenant under a Sublease, and with or without further notice to or assent from Guarantors. This Guaranty shall continue to be effective or be reinstated, as the case may be, and the rights of Sublandlord hereunder shall continue with respect to, any Obligation (or portion thereof) at any time paid by a Subtenant which shall thereafter be required to be restored or returned by Sublandlord upon the insolvency, bankruptcy or reorganization of a Subtenant, or for any other reason, all as though such Obligation (or portion thereof) had not been so paid or applied.

**3. Intentionally Omitted.**

**4. Waivers.** Each Guarantor hereby waives (i) notice of acceptance of this Guaranty and of any change in the financial condition of any Subtenant, (ii) promptness, diligence, and presentment and demand for payment, performance or observance of any of the Obligations, (iii) protest, notice of dishonor, notice of default and any other notice with respect to any of the Obligations and/or this Guaranty, (iv) any demand for payment under this Guaranty, (v) any requirement that Sublandlord exhaust any right or remedy or take any action against a Subtenant

or any collateral or other security available to it, and agrees that Sublandlord may enforce its rights hereunder without having recourse to any rights under any Sublease, and without taking any actions or proceedings against a Subtenant, or any collateral or security for any of the Obligations, (vi) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance by a Subtenant of the Obligations which a Guarantor is called upon to pay or perform under this Guaranty, (vii) all rights and remedies accorded by applicable law to Guarantors, or sureties, including, without being limited to, any extension of time conferred by any law now or hereafter in effect, (viii) the right to trial by jury in any action or proceeding of any kind arising on, under, out of, or by reason of or relating, in any way, to this Guaranty or the interpretation, breach or enforcement hereof, (ix) the right to interpose any setoff or counterclaim of any nature or description in any action or proceeding arising hereunder or with respect to this Guaranty and (x) any right or claim of right to cause a marshalling of the assets of a Subtenant or to cause Sublandlord to proceed against a Subtenant and/or any collateral or security held by Sublandlord at any time or in any particular order.

5. **Bankruptcy.** Without limiting a Guarantor's Obligations elsewhere under this Guaranty, if a Subtenant, or a Subtenant's trustee, receiver or other officer with similar powers with respect to a Subtenant, rejects, disaffirms or otherwise terminates a Subtenant's Sublease pursuant to any bankruptcy, insolvency, reorganization, moratorium or any other law affecting creditors' rights generally, at Landlord's option, a Guarantor shall automatically be deemed to have assumed, from and after the date such rejection, disaffirmance or other termination of the Sublease is deemed effective, all Obligations and liabilities of the Subtenant under the Sublease to the same extent as if Guarantor had been originally named instead of the Subtenant as a party to the Sublease and the Sublease had never been so rejected, disaffirmed or otherwise terminated. Each Guarantor, upon such assumption, shall be obligated to perform and observe all of the Obligations whether theretofore accrued or thereafter accruing and Guarantors shall be subject to any rights or remedies of Sublandlord which may have theretofore accrued or which may thereafter accrue against the Subtenant on account of any default under the Sublease, notwithstanding that such defaults existed prior to the date a Guarantor was deemed to have automatically assumed the Sublease or that such rights or remedies are unenforceable against the Subtenant by reason of such rejection, disaffirmance or other termination. Each Guarantor shall confirm such assumption at the request of Landlord upon or after such rejection, disaffirmance or other termination, but the failure to do so shall not affect such assumption. A Guarantor, upon the assumption of a Sublease, shall have all of the rights of the Subtenant under the Sublease (to the extent permitted by law). Neither a Guarantor's obligation to make payment in accordance with this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, stayed, released or limited in any manner by any impairment, modification, change, release, limitation or stay of the liability of a Subtenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or other statute or from the decision of any court interpreting any of the same, and each Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.

6. **Subrogation.** Each Guarantor hereby waives any and all rights of subrogation (if any) which it may have against a Subtenant as a result of actions taken or amounts paid in connection with or relating to this Guaranty or to the Sublease.

7. **No Demand.** In order to charge Guarantors under this Guaranty, no demand on Guarantors shall be required, no notice to Guarantors of any default under any of the terms of the Sublease on the part of a Subtenant to be paid, performed or observed shall be required, and the same shall not be affected by any agreement or stipulation extending the time of payment, performance or observance of or modifying the terms of the Sublease, Guarantors hereby expressly waiving any such demand or notice. Sublandlord, its successors and assigns, shall have the right to enforce this Guaranty without pursuing any rights or remedies of Sublandlord against a Subtenant, or any collateral or security Sublandlord may hold, it being intended that immediately upon any breach or default by a Subtenant in the payment, performance or observance of any term in its Sublease, Sublandlord can enforce its rights directly against Guarantor under this Guaranty. Sublandlord may commence any action or proceeding based upon this Guaranty directly against Guarantor without making a Subtenant a party defendant in such action or proceeding. Any one or more successive and/or concurrent actions may be brought hereon against a Guarantor either in the same action, if any, brought against a Subtenant or in separate actions, as often as Sublandlord, in its sole discretion, may deem advisable.

8. **Payments.** Any and all amounts required to be paid by Guarantors hereunder shall be paid in lawful money of the United States of America and in immediately available funds to Landlord. All payments by Guarantors shall be made for the benefit of Sublandlord in accordance with the terms herein set forth without setoff or counterclaim. Sublandlord hereby directs Guarantors to make all payments under this Guaranty directly to Mortgagee unless and until Mortgagee directs Guarantors otherwise.

9. **Taxes.**

(I) (i) Any and all payments made by Guarantors hereunder or under a Sublease (if a Sublease is assumed by a Guarantor pursuant to Section 5, above) shall be made free and clear of, and without deduction for, any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (including, without limitation, penalties, interest, additions to tax and expenses) imposed by governmental entities, other than taxes on, or measured by, Sublandlord's net or gross income imposed by the United States or any political subdivision thereof, or by any other jurisdiction in which Sublandlord is resident by reason of Sublandlord's organization or place of management and control (collectively, "Income Taxes") (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities, excluding income taxes, being collectively called "Taxes").

(ii) Guarantors shall pay any present or future stamp or documentary taxes, intangible taxes or any other sales, excise or property taxes, charges or similar levies which arise from any payment made with respect to this Guaranty or a Sublease (if a Sublease is assumed by a Guarantor pursuant to Section 5), other than Income Taxes (collectively, "Other Taxes").

(iii) If Guarantors shall be required by law to deduct or withhold any Other Taxes from or in respect of any sum payable hereunder to Sublandlord, then:

(a) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 9(iii)(a)) Sublandlord shall receive an amount equal to the sum Sublandlord would have received had no such deductions been made;

(b) A Guarantor shall make such deductions;

(c) Guarantors shall pay the full amount deducted to the relevant taxation, or other, authority in accordance with applicable law; and

(d) within ten (10) days after the date of such payment, Guarantors shall furnish to Sublandlord the original or a certified copy of a receipt evidencing such payment.

(iv) Each Guarantor agrees to indemnify, defend and hold Sublandlord, its successors and assigns, harmless from and against the full amount of Other Taxes (including any Other Taxes on amounts payable under this Section 9(iv) paid by Sublandlord with respect to any payment made by a Guarantor under this Guaranty, whether or not such Other Taxes were correctly or legally asserted. This indemnification shall be made from the date Sublandlord makes written demand therefor.

(v) If a Guarantor makes an additional payment to, or for the account of, Sublandlord pursuant to Sections 9(ii), (iii) or (iv), Guarantors shall pay to Sublandlord an amount equal to any increase in the Income Taxes, which Sublandlord certifies in good faith resulted or will result (after due consideration of any related tax benefits) from any additional payment by a Guarantor under Section 9(ii), (iii) or (iv) and any payment by a Guarantor under this Section 9(v).

(vi) Without prejudice to the survival of any other agreement or obligation of Guarantors under this Guaranty, the agreements and obligations of Guarantors under this Section 9 shall survive so long as any relevant limitations period with respect to any Tax or Other Tax remains open, without giving any effect to any agreement to the extension or waiver of the applicable statute of limitations or for fraud.

10. **Cure.** In the event a Guarantor shall pay any charge payable under a Sublease or shall perform or observe any covenant in a Sublease on the part of a Subtenant to be paid, performed or observed, as applicable, Sublandlord shall be deemed to and does hereby accept such payment, performance or observance, as applicable, as remedying the non-payment, non-performance or non-observance of the applicable covenant under the Sublease on the part of the Subtenant to be paid, performed or observed, as applicable.

11. **Waiver of Rights Against Subtenant.** Each Guarantor hereby irrevocably waives any claim or other rights that it may now or hereafter acquire against a Subtenant that arises from the existence, payment, performance or enforcement of a Guarantor's Obligations

under this Guaranty or any other documents executed in connection therewith (collectively, the "Guaranty Documents"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Sublandlord against a subtenant, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from a Subtenant, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. If any amount shall be paid to a Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of all amounts payable under this Guaranty, such amount shall be held in trust for the benefit of Sublandlord and shall forthwith be paid to Sublandlord to be credited and applied to all amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of a Sublease and the Guaranty documents, or to be held as collateral for any amounts payable under this Guaranty thereafter arising. Each Guarantor acknowledges that it has and will receive direct and indirect benefits from the Sublease and that the waiver set forth in this subsection is knowingly made in contemplation of such benefits.

12. **Amendments in Writing.** No amendment of this Guaranty shall be effective unless the same shall be in writing and signed by Sublandlord and Guarantor. No waiver of any provision of this Guaranty nor consent to any departure by a Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Sublandlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of Sublandlord in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights and no notice to or demand on a Guarantor shall be deemed to be a waiver of the Obligations of Guarantors or of the right of Sublandlord to take further action without notice or demand.

13. **Cumulative Remedies.** All rights and remedies of Sublandlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.

14. **Estoppel Certificate.** Each Guarantor agrees that it will, at any time and from time to time, within ten (10) days following request by Sublandlord, or by Landlord, execute and deliver to Sublandlord and/or Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating such modifications). Any such certificate required pursuant to this Section 14 shall be prepared by Sublandlord or a Facility Landlord and delivered to a Guarantor for its execution and delivery.

15. **Successors and Assigns.** This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment, performance and/or observance in full of the obligations and all other amounts payable under this Guaranty, (ii) be binding upon each Guarantor, its successors and assigns, and (iii) inure to the benefit of and be enforceable by Sublandlord and its successors, transferees and assigns or by any person to whom Sublandlord's interest in a Sublease may be assigned. Wherever in this Guaranty reference is made to Sublandlord or Subtenant, the same shall be deemed to refer also to the then successor or assign of Sublandlord or Subtenant.

16. **Governing Law.** This Guaranty was negotiated in the State of Missouri, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts made and performed in such State (without regard to principles of conflicts of laws) and any applicable law of the United States of America, except that at all times the provisions for the creation, perfection, and enforcement of the liens and security interests created pursuant hereto shall be governed by and construed according to the law of the state in which the applicable individual property is located, it being understood that, to the fullest extent permitted by the law of such state, the law of the State of Missouri shall govern the construction, validity and enforceability of this Guaranty and all of the obligations arising hereunder. To the fullest extent permitted by law, Sublandlord hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Guaranty and this Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri pursuant to Missouri law.

Any legal suit, action or proceeding against Guarantor arising out of or relating to this Guaranty may at Sublandlord's option be instituted in any federal or state court in [[\_\_\_\_\_]], Missouri, pursuant to Missouri law and Guarantor waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and Guarantor hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. Each Guarantor does hereby designate and appoint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as its authorized agent to accept and acknowledge on its behalf service of any and all process which may be served in any such suit, action or proceeding in any federal or state court in Missouri, and agrees that service of process upon said agent at said address and notice of said service mailed or delivered to Guarantor in the manner provided herein shall be deemed in every respect effective service of process upon Guarantor in any such suit, action or proceeding in the State of Missouri. Each Guarantor (i) shall give prompt notice to Sublandlord of any changed address of its authorized agent hereunder, (ii) may at any time and from time to time designate a substitute authorized agent with an office in Missouri (which substitute agent and office shall be designated as the person and address for service of process), and (iii) shall promptly designate such a substitute if its authorized agent ceases to have an office in Missouri or is dissolved without leaving a successor.

17. **Partial Invalidity.** If any term, covenant, condition or provision of this Guaranty or the application thereof to any circumstance or to a Guarantor shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Guaranty or the application thereof to any circumstances or to a Guarantor other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of each, shall not be affected

thereby and each remaining term, covenant, condition and provision of this Guaranty shall be valid and shall be enforceable to the fullest extent permitted by law.

18. **Headings; Construction.** The headings used in this Guaranty are for convenience only and are not to be considered in connection with the interpretation or construction of this Guaranty. This Guaranty shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared and drafted by counsel for one of the parties, it being recognized that both Guarantors and Sublandlord were represented by counsel and each have contributed substantially and materially to the preparation of this Guaranty. All uses of the word "including" shall mean "including, without limitation" unless the context shall indicate otherwise. Unless otherwise specified, the words "hereof", "herein" and "hereunder" and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. The use of the term Guarantor herein shall be deemed to mean each Guarantor, all Guarantors and any Guarantor, as the context may require, in order that each Guarantor and all of the Guarantors, collectively, and except as expressly provided herein, jointly and severally shall pay and perform each and every obligation, covenant, term, condition and provision hereof.

19. **Statute of Limitation.** Each Guarantor acknowledges that the statute of limitation applicable to this Guaranty shall begin to run only upon Sublandlord's accrual of a cause of action against a Guarantor caused by a Guarantor's failure to honor a demand for payment or performance hereunder made by Sublandlord in writing; provided, however, if, subsequent to the demand upon a Guarantor, Sublandlord reaches an agreement with a Subtenant or a Guarantor on any terms causing Sublandlord to forbear in the enforcement of its demand upon a Guarantor, the statute of limitation shall be reinstated and shall run for its full duration from such time that Sublandlord subsequently makes demand upon a Guarantor.

20. **Entire Agreement; No Oral Representations Limiting Enforcement, Etc.** This Guaranty represents the entire agreement between the parties concerning the liability of Guarantor for the Obligations, and any oral statements regarding a Guarantor's liability for the Obligation are merged herein. Each Guarantor understands that Sublandlord intends to rely upon and to enforce this Guaranty and that each Guarantor must not rely upon or believe that Sublandlord or any trustee, officer, director, agent, employee or representative of Sublandlord is authorized to make any statement or representation to the contrary. Sublandlord hereby disavows any such statement or representation by any person. Without limiting the foregoing, each Guarantor acknowledges Sublandlord's intention to enforce this Guaranty to the fullest extent possible and each Guarantor acknowledges that Sublandlord has made no oral statements to Guarantors that could be construed as a waiver of Sublandlord's right to enforce this Guaranty by all available legal means. Each Guarantor acknowledges that Guarantor has read each Sublease.



21. **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, or when sent by nationally-recognized overnight carrier addressed as follows:

If to Guarantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Sublandlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

And a copy to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

And a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

22. **Representation.** Each Guarantor acknowledges that it has read and fully understands each and every term, covenant, condition and provision of this Guaranty and that each Guarantor was represented by competent counsel in the negotiation, execution and delivery of this Guaranty.

23. **Joint and Several.** Each party executing this Guaranty shall be jointly and severally liable hereunder as a Guarantor.

24. **Intentionally Omitted.**

25. **Waiver of Right To Trial By Jury.** Each Guarantor hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Guaranty or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by Guarantor, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Sublandlord is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by Guarantor.

25. **Acknowledgment of Assignment.** Each Guarantor acknowledges that this Cross-Default Guaranty of Subtenants is being assigned by Sublandlord to the Landlord, and further acknowledges and agrees that Landlord is further assigning this Guaranty to Landlord's lender, its successors and assigns.

\* \* \*

IN WITNESS WHEREOF, each Guarantor has executed and delivered this Guaranty as of the date first above written.

**GUARANTORS:**

**LEVERING REGIONAL HEALTH CARE CENTER, L.L.C.,**

a Missouri limited liability company;

**MMA HEALTHCARE OF ST. ELIZABETH, INC.,**

a Missouri corporation;

**MMA HEALTHCARE OF VIBURNUM, INC.,**

a Missouri corporation; and

**MMA HEALTHCARE OF CENTER, INC.,**

a Missouri corporation

By: \_\_\_\_\_ (SEAL)

Name: Richard J. DeStefane

*As President of each of the above entities intending to legally bind each of such entities by this signature in such capacity*

## CENSUS PROJECTION FOR LEVERING RCF 2025-2027

2025 – We project a census of 175

2026 – We project a census of 214

2027 – We project a census of 214

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION 65+				Project Number:			Project Address:			1734 Market St, Hannibal, MO 63401				
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
3	1	63353	1,009	Louisiana	855		0	0	1,009		0		0	0	0
4							0						0		
5							0						0		
6	2	63401	4,225	Hannibal	3,519		0	0	4,225		0		0	0	0
7				Rensselaer	31		0						0		
8							0						0		
9	3	63433	16	Ashburn	0		0	0	16		0		0	0	0
10							0						0		
11							0						0		
12	4	63436	351	Center	164		0	0	351		0		0	0	0
13							0						0		
14							0						0		
15	5	63441	257	Frankford	65		0	0	257		0		0	0	0
16							0						0		
17							0						0		
18	6	63456	1,034	Monroe City	555		0	0	1,034		0		0	0	0
19							0						0		
20							0						0		
21	7	63459	958	New London	198		0	0	958		0		0	0	0
22							0						0		
23							0						0		
24	8	63461	1,299	Palmyra	910		0	0	1,299		0		0	0	0
25							0						0		
26							0						0		
27	9	63467	19				0	0	19		0		0	0	0
28							0						0		
29							0						0		
30	10	63471	155				0	0	155		0		0	0	0
31							0						0		
32							0						0		
33							0						0		
34			9,323		6,297		0	0	9,323		0		0	0	0
35															
36	Rev. 05/2013														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION 65+				Project Number:			Project Address:			1734 Market St, Hannibal, MO 63401				
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
3	1	63353	1,009	Louisiana	855	0%	0	0	1,009	0%	0	0%	0	0	0
4							0						0		
5							0						0		
6	2	63401	4,225	Hannibal	3,519	100%	3,519	3,550	675	100%	675	100%	3,519	3,550	4,225
7				Rensselaer	31	100%	31					100%	31		
8							0						0		
9	3	63433	16	Ashburn	0	0%	0	0	16	30%	5	0%	0	0	5
10							0						0		
11							0						0		
12	4	63436	351	Center	164	0%	0	0	351	20%	70	0%	0	0	70
13							0						0		
14							0						0		
15	5	63441	257	Frankford	65	100%	65	65	192	30%	58	100%	65	65	123
16							0						0		
17							0						0		
18	6	63456	1,034	Monroe City	555	0%	0	0	1,034	10%	103	0%	0	0	103
19							0						0		
20							0						0		
21	7	63459	958	New London	198	100%	198	198	760	100%	760	100%	198	198	958
22							0						0		
23							0						0		
24	8	63461	1,299	Palmyra	910	100%	910	910	389	100%	389	100%	910	910	1,299
25							0						0		
26							0						0		
27	9	63467	19				0	0	19	100%	19		0	0	19
28							0						0		
29							0						0		
30	10	63471	155				0	0	155	10%	16		0	0	16
31							0						0		
32							0						0		
33							0						0		
34			9,323		6,297		4,723	4,723	4,600		2,095		4,723	4,723	6,818
35															
36	Rev. 05/2013														



Certificate of Need Program

**SERVICE-SPECIFIC REVENUES AND EXPENSES**

**Project Title:**

**Project #:**

**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

	<b>Year</b>		
	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Amount of Utilization:*</b>	12,226	12,441	25,205
<b>Revenue:</b>			
Average Charge**	\$37	\$46	\$40
Gross Revenue	\$455,663	\$575,272	\$1,003,915
Revenue Deductions	0	0	0
Operating Revenue	455,663	575,272	1,003,915
Other Revenue	0	0	0
<b>TOTAL REVENUE</b>	<b>\$455,663</b>	<b>\$575,272</b>	<b>\$1,003,915</b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	274,873	292,787	401,566
Fees	0	0	10,000
Supplies	0	0	25,100
Other	139,226	219,551	300,000
<b>TOTAL DIRECT</b>	<b>\$414,099</b>	<b>\$512,338</b>	<b>\$736,666</b>
Indirect Expenses			
Depreciation	0	0	0
Interest***	0	0	0
Rent/Lease	47,601	58,671	342,000
Overhead****	0	0	0
<b>TOTAL INDIRECT</b>	<b>\$47,601</b>	<b>\$58,671</b>	<b>\$342,000</b>
<b>TOTAL EXPENSES</b>	<b>\$461,700</b>	<b>\$571,009</b>	<b>\$1,078,666</b>
<b>NET INCOME (LOSS):</b>	<b>-\$6,037</b>	<b>\$4,263</b>	<b>-\$74,751</b>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.

Date: Aug 30, 2024  
 Time: 14:53:53 CT  
 User: Betty Heller

**Levering Residential Care  
 Detailed Census Report - By Payer  
 Yearly Census - Ending December 2022**

Levering Residential Care

Page # 1

Unit: All Floor: All Payers: All Bed Certification: All

Summary By: Status	# of Days	Payer	Jan/22	Feb/22	Mar/22	Apr/22	May/22	Jun/22	Jul/22	Aug/22	Sep/22	Oct/22	Nov/22	Dec/22
			Active	11790	RCF	1018	941	1018	913	997	998	1031	997	956
Hospital Paid Leave	115	RCF	1	0	4	37	14	2	8	13	7	0	7	22
Therapeutic Paid Leave	321	RCF	23	21	38	0	32	22	15	27	17	35	61	30
<b>TOTAL DAYS</b>	<b>12226</b>		<b>1042</b>	<b>962</b>	<b>1060</b>	<b>950</b>	<b>1043</b>	<b>1022</b>	<b>1054</b>	<b>1037</b>	<b>980</b>	<b>1032</b>	<b>1047</b>	<b>997</b>



Date: Aug 30, 2024  
 Time: 14:54:19 CT  
 User: Betty Heller

**Levering Residential Care  
 Detailed Census Report - By Payer  
 Yearly Census - Ending December 2023**

Levering Residential Care

Page # 1

Unit: All Floor: All Payers: All Bed Certification: All

Summary By: Status	# of Days	Payer	Jan/23	Feb/23	Mar/23	Apr/23	May/23	Jun/23	Jul/23	Aug/23	Sep/23	Oct/23	Nov/23	Dec/23
Active	118	GNT	0	0	0	0	0	0	0	0	30	31	26	31
	3234	PDM	0	470	511	499	467	446	427	414	0	0	0	0
	4598	RCF	906	457	486	440	530	570	590	619	0	0	0	0
Discharged Paid	4056	SSI	0	0	0	0	0	0	0	0	1010	1039	997	1010
	3	SSI	0	0	0	0	0	0	0	0	1	0	1	1
Hospital Paid Leave	56	PDM	0	0	0	6	0	2	28	20	0	0	0	0
	161	RCF	37	12	41	58	12	0	0	1	0	0	0	0
Therapeutic Paid Leave	24	SSI	0	0	0	0	0	0	0	0	3	3	12	6
	4	GNT	0	0	0	0	0	0	0	0	0	0	4	0
	89	PDM	0	4	16	5	29	31	4	0	0	0	0	0
	52	RCF	35	0	0	12	0	0	5	0	0	0	0	0
	48	SSI	0	0	0	0	0	0	0	0	2	12	10	24
<b>TOTAL DAYS</b>	<b>12443</b>		<b>978</b>	<b>943</b>	<b>1054</b>	<b>1020</b>	<b>1038</b>	<b>1049</b>	<b>1054</b>	<b>1054</b>	<b>1046</b>	<b>1085</b>	<b>1050</b>	<b>1072</b>

Date: Aug 30, 2024  
 Time: 14:55:01 CT  
 User: Betty Heller

**Levering Residential Care  
 Detailed Census Report - By Payer  
 Yearly Census - Ending August 2024**

Levering Residential Care

Page # 1

Unit: All Floor: All Payers: All Bed Certification: All

Summary By: Status	# of Days	Payer	Jan/24	Feb/24	Mar/24	Apr/24	May/24	Jun/24	Jul/24	Aug/24
			Active	792	GNT	31	58	62	60	62
	6977	SSI	1049	934	989	963	931	711	703	697
Discharged Paid	17	SSI	2	1	2	1	5	6	0	0
Hospital Paid Leave	78	SSI	1	10	6	11	21	20	0	9
Therapeutic Paid Leave	3	GNT	0	0	0	0	0	0	0	3
	38	SSI	0	0	6	15	0	0	10	7
<b>TOTAL DAYS</b>	<b>7905</b>		<b>1083</b>	<b>1003</b>	<b>1065</b>	<b>1050</b>	<b>1019</b>	<b>848</b>	<b>887</b>	<b>950</b>

# Order Confirmation CC 172746

Display

---

**Customer:** ARMSTRONG TEASDALE LLP      **Acc.Id:** 8012154  
**Rep:** 65 - Cynthia Skibinskie      **Ad No:** CC 172746  
**Order No:**      **Auth By:** Tanya Stuart  
**Size:** 2.1 X 1.0      **Location:** Legal-Herald Whig  
**Tag Line:**  
**Colour:**

---

Schedule	09/06/2024	To	09/06/2024			
Issue	Edition	Rundate	Price	Tax	Total	
1	QHW	09/06/2024	38.75	0.00	38.75	

---

**No of Issues:** 1  
**Total Pre Tax:** 38.75  
**Total Tax:** 0.00  
**Total inc Tax:** 38.75

**Printed on:** 09/04/2024 15:44:43  
**Printed by:** CYNTHIAS

**PUBLIC NOTICE**

Levering Associates, LLC and Levering Regional Health Care Center, LLC propose to convert 179 skilled nursing (SNF) beds to 179 residential care (RCF) beds, to be located at 1734 Market Street, Hannibal, MO 63401, pending Certificate of Need approval of application #6129 RS at the November 19, 2024, Missouri Health Facilities Review Committee meeting. Questions and comments may be submitted to [jdalton@atllp.com](mailto:jdalton@atllp.com).  
172746 - September 6, 2024



Brandon M. Hall

T F

Re: Levering Regional Health Center



Brandon M. Hall

T F

Re: Levering Regional Health Center



Brandon M. Hall

T F

Re: Levering Regional Health Center



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Re: Levering Regional Health Center



Brandon M. Hall

T F

Re: Levering Regional Health Center

### Divider III. Service Specific Criteria and Standards:

1. Not Applicable.
2. Provide the Population-Based Need Calculations.

Radius Population =  $4,723 \times .025 = 118$  Beds Needed

Inventory in radius = 315 bed – 186 of which are RCF and 129 of which are ALF.

3. Not Applicable.
4. Document Alternative Need.

Here, while the statutory formula yields a surplus, there are special considerations to account for. First, 129 of the beds in the radius are ALF, which cannot provide the care that RCF beds do.

Of the existing 186 RCF beds in the radius, not all offer behavioral health services. Indeed, this unique population requires a special degree and type of care. Levering seeks approval of this conversion to address that need.

Additionally, the existing RCF facilities in the radius are well-populated, with high occupancy rates. See Attachment III.4 (a), Facilities within Radius.

5. Not Applicable.
6. Noncompliance Within the Last 18-Months.

The RCF portion of the facility has not had compliance violations. However, the SNF portion of the facility has, but for issues related to skilled requirements. Notably, as previously described, the SNF and RCF portions are two separate providers, with separate NPI numbers. Thus, the SNF non-compliance should not impact the RCF.

**DIVIDER III: ATTACHMENTS**

## Divider IV. Financial Feasibility Review Criteria and Standards:

1. Document Reasonable Costs.

This project involves hardly any costs, as all of the beds and space already exist.

2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.

See Attachment IV.2.

3. Provide Service-Specific Revenues and Expenses projected through three (3) FULL years beyond project completion.

Please see attachment Form MO 580-1865.

4. Document how patient charges are derived.

See Attachment IV.4 , How Patient Charges are Derived.

5. Document responsiveness to the need of the medically indigent.

We honor the financial aid assistance for those patients who meet the eligibility tests and comply with the requirements of the State of Missouri. We also offer a Patient Discount Payment in certain circumstances.

6. Not Applicable.

7. Not Applicable.

**DIVIDER IV: ATTACHMENTS**

September 4, 2024

To Whom It May Concern:

This letter is to verify that the above-named company maintains a checking account with First Mid Bank & Trust as shown below. They have been an active account holder of this financial institution since October of 2007 with no holds or stop payments and is available for debit and credit transactions. The business name and address as well as the account and routing number for ACH debits and credits are listed below:

**Business Name: Levering Regional Health Care**  
**Address: 1869 Craig Park Ct., Saint Louis, MO 63146**

**Account Number:** [REDACTED]  
**Bank Routing Number:** [REDACTED]

Please keep this information confidential and if you have any questions, please contact me, Kajal Taylor, Treasury Management Officer at 314-582-1170.

Sincerely,



**Kajal Taylor | Assistant Vice President**  
**Treasury Management Officer**  
12501 Olive Blvd. | Creve Coeur, MO 63141  
(Office) 314-582-1170  
[Kajal.Taylor@Firstmid.com](mailto:Kajal.Taylor@Firstmid.com)



Certificate of Need Program

**SERVICE-SPECIFIC REVENUES AND EXPENSES**

**Project Title:**

**Project #:**

**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

	<b>Year</b>		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
<b>Amount of Utilization:*</b>	63,815	78,110	78,110
<b>Revenue:</b>			
Average Charge**	\$50	\$50	\$50
Gross Revenue	\$3,190,750	\$3,905,500	\$3,905,500
Revenue Deductions	0	0	0
Operating Revenue	3,190,750	3,905,500	3,905,500
Other Revenue	0	0	0
<b>TOTAL REVENUE</b>	<b>\$3,190,750</b>	<b>\$3,905,500</b>	<b>\$3,905,500</b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	1,277,500	1,562,200	1,562,200
Fees	32,000	39,000	39,000
Supplies	79,850	99,650	97,650
Other	958,125	1,172,000	1,172,000
<b>TOTAL DIRECT</b>	<b>\$2,347,475</b>	<b>\$2,872,850</b>	<b>\$2,870,850</b>
Indirect Expenses			
Depreciation	0	0	0
Interest***	0	0	0
Rent/Lease	684,000	684,000	684,000
Overhead****	0	0	0
<b>TOTAL INDIRECT</b>	<b>\$684,000</b>	<b>\$684,000</b>	<b>\$684,000</b>
<b>TOTAL EXPENSES</b>	<b>\$3,031,475</b>	<b>\$3,556,850</b>	<b>\$3,554,850</b>
<b>NET INCOME (LOSS):</b>	<b>\$159,275</b>	<b>\$348,650</b>	<b>\$350,650</b>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.



## Document how patient charges are derived

Levering Regional Health Care Center patient charges are derived from personal care billing through EMOMED. The average amount billed per resident per day is \$40.