MASTER SUBLEASE AGREEMENT
(Master Tenant)

THIS MASTER SUBLEASE AGREEMENT (Master Tenant) (the "Lease") effective the 1st day of December, 2015 is made by and between TL HEALTHCARE HOLDINGS LLC, a Delaware limited liability company ("Master Landlord") and CARE MASTER TENANT INC, a Florida corporation ("Master Tenant"), and consented to by the Real Property Owners (as defined herein).

WITNESSETH

WHEREAS, pursuant to a HUD Facilities Master Lease (Master Landlord) dated as of October 22, 2012, by and among the parties described therein as the "Facility Landlords" thereunder and Master Landlord (as tenant thereunder) (hereinafter the "Master Landlord Master Lease"), pursuant to which, Master Landlord agreed to lease certain parcels of real property as well as the improvements thereon and the personal property located therein (the "Master Landlord Master Lease");

WHEREAS, Master Landlord desires to sublease to Master Tenant and Master Tenant desires to lease from Master Landlord the Leased Premises (as defined herein), which shall consist of the certain parcels of land ("Land") and the facilities located thereon (each a "Facility", and collectively, the "Facilities") as further described in Exhibit A1 – A10 (the Land and Facility located thereon shall be referred to hereafter as "Real Property", and collectively as the "Real Properties") (each owner of Real Property shall be hereinafter referred to as a "Real Property Owner", and collectively as the "Real Property Owners"), as well as the items of personal property as described herein; and

WHEREAS, this Lease and the transactions contemplated herein shall be subject to the consent of the Real Property Owners in accordance with the terms and conditions of the Master Landlord Master Lease, which consent shall be evidenced by the signatures of the Real Property Owners hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the parties, intending to be legally bound, agree as follows:

ARTICLE I
LEASE

1.1 **Compliance with Master Landlord Master Lease**. In addition to all obligations of Master Tenant set forth herein, Master Tenant hereby assumes and shall comply with all obligations, covenants, conditions, terms and provisions of the Master Landlord under the Master Landlord Master Lease, the terms and conditions of which are incorporated in this Lease by this reference. In the event of an inconsistency between the Master Landlord Master Lease and this Lease, the provisions of the Master Landlord Master

Lease shall control, except when the provisions of this Lease are more protective of the rights of the Real Property Owners or provide for more stringent standards or requirements of the Master Tenant.

1.2 **Compliance with Sub-Subleases**. In addition to all obligations of Master Tenant set forth herein, Master Tenant hereby assumes and shall comply with all obligations, covenants, conditions, terms and provisions of the Sub-Subtenants indicated on Schedule A under each's Sub-Subtenant's respective Sub-Sublease regarding its respective Facility with Master Tenant (each a "Sub-Sublease", and, collectively, the "Sub-Subleases"). In the event of an inconsistency between the obligations of Master Tenant under this Lease and the obligations of a Sub-Subtenant under its respective Sub-Sublease, the provisions of the respective Sub-Sublease shall control, except when the provisions of this Lease are more protective of the rights of the Real Property Owners or provide for more stringent standards or requirements of the Master Tenant. Master Tenant further certifies to Master Landlord that it shall not amend any Sub-Sublease without the prior, written consent of Master Landlord.

1.3 **Leased Premises**. Master Landlord hereby leases, rents and lets unto Master Tenant, and Master Tenant hereby leases, rents and hires from Master Landlord, for the Lease Term (as hereinafter defined) and subject to all the covenants and conditions hereinafter stated, all rights, title and interest of Master Landlord in and to the following (collectively, "the Leased Premises"):

a. All of the Real Property upon which a Facility is located, including without limitation the building and fixtures (the "Buildings") located thereon, together with all tenements, herediments, rights, privileges, interests, easements and appurtenances now or hereafter belonging or in any way pertaining to the Real Property, Buildings and/or the Facility.

b. All equipment, furniture, inventory (including, but not limited to, all inventories of every kind and nature whatsoever, specifically including, but not limited to, all pharmacy supplies, medical supplies, office supplies, other supplies and foodstuffs (hereinafter the "Inventory"), appliances, computer hardware, tools, instruments, and other tangible personal property leased by Master Landlord as of the date hereof, and located on the Real Property (the "Personal Property").

c. All rights to the medical and other resident records, administrative, staff related, building maintenance and financial and other records relating directly to the operation of the Facility and located therein, including without limitation all information relating to waivers, warranties, guaranties, utility use agreements, covenants, commitments, permits, certificates and approvals (but only to the extent any or all of the foregoing relate directly to the Facility and can be legally transferred by Master Landlord).

d. Notwithstanding any other provision of this Lease, it is understood and agreed that, upon the termination or expiration of this Lease, the rights and privileges regarding the operation of the Facility, including, but not limited to, any licenses,

certifications, and certificates of need for the Facility, to the extent any such rights exist, shall revert to, and become vested in Real Property Owner or its designee. Master Tenant hereby represents, warrants, agrees and covenants that it shall execute any and all documents and do all other things necessary to transfer, assign and convey to the Real Property Owner or its designee any and all licenses, certifications, certificates of need and any and all other rights and privileges regarding the Facility, to be effective upon the termination or expiration of the Master Lease. Master Landlord and Master Tenant agree and acknowledge that this paragraph of the Master Lease may be cited to any regulatory agency or governmental body as evidence and confirmation of the Parties' mutual intent that the Real Property Owner or its designee shall have, hold and retain any licenses, certifications, certificates of need and all rights and privileges regarding the Facility, from and after the date on which this Lease expires or is terminated. In the event that at any time during the term thereof an application is made for the appointment of a receiver to operate a Facility, Master Tenant shall cooperate in all respects and make all possible requests, demands and/or take any necessary legal action to ensure the appointment of Real Property Owner or its designee as receiver.

e. To the fullest extent permissible by applicable law, 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") belong to the Real Property Owner. Master Tenant acknowledges and agrees that as between Real Property Owner, Master Landlord and Master Tenant, Real Property Owner is and shall always be the holder of the CON for each Facility, and Master Tenant, its Subtenants, successors and assigns, hereby waive and release any right, title or interest Master 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 Master Tenant, its Subtenants, successors or assigns and Master Tenant shall take all actions necessary to preserve each Facility as a nursing home with all the Medicare and Medicaid and other long term care beds that existed at the time of Lease Commencement for the benefit of Real Property Owner.

1.4 **Lease Term**. The term of this Lease shall commence as of 12:01 am on December 1, 2015 (the "Commencement Date"), and expire at 12:00 p.m. on April 30, 2018, unless sooner terminated as hereinafter provided (the "Lease Term"). Master Landlord hereby grants Tenant, so long as Tenant and any Subtenant is not in default, is not bankrupt or insolvent, has not assigned this Lease and is not being operated for the benefit of creditors, an option to extend this Lease for up to seven (7) additional terms of three (3) years each and one (1) additional term of two (2) years, which shall terminate no later than through April 30, 2041 (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 Commencement Date and thereafter on the first day of the month in which the 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. The parties agree to execute a Rider to this Lease setting forth the Commencement Date and the last day of the initial Lease Year, simultaneously with the Commencement Date.

ARTICLE II
LEASE PAYMENTS AND OTHER FINANCIAL CONSIDERATIONS

2.1 **Rent**. Master Tenant shall pay base rent in the amount set forth and allocated per Facility as described in Exhibit B hereto. In addition, Master Tenant shall make such payments of additional rent and make such deposits for real estate taxes, insurance premiums or other items all as required under the Master Landlord Master Lease. All payments required under this Article II and all other payments, obligations or other liabilities of Master Tenant to Master Landlord hereunder shall collectively be referred to herein as "Rent". Master Landlord hereby directs Master Tenant to make payments of Rent directly to the Real Property Owners or as the Real Property Owners may otherwise direct – all as described in the Master Landlord Master Lease. Master 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, maximizing the amount of Federal Housing Administration ("FHA") insured debt which can be refinanced on the subject Real Property and/or preventing mortgage defaults.

ARTICLE III
USE OF LEASED PREMISES/COMPLIANCE WITH LAW

3.1 **Use of Premises**. During the Lease Term, Master Tenant shall use the Leased Premises for the sole and exclusive purpose of operating a nursing home, which shall be continuously open and operating. The Master Tenant shall operate the Facility in accordance with standards at least equal to those prescribed by all governmental bodies having jurisdiction over (i) the Facility and/or (ii) its eligibility to receive reimbursement or other payment from public funds with respect to services rendered to patients eligible to benefit from any public program providing for such reimbursement or other payment and shall at all times operate the Facility in a manner consistent with the zoning laws then in effect and the certificate of occupancy.

3.2 **Compliance with the Law**. Master Tenant shall maintain and conduct Master Tenant's business on the Leased Premises in a lawful manner and shall timely and fully comply with all federal, state and local laws, statutes and ordinances and all regulations, orders and directives of appropriate governmental and accrediting agencies, as such laws, statutes, ordinances, regulations, orders and directives now existing or that may hereafter be enacted, and, at Master Tenant's sole cost and expense, make any repairs, changes or modifications in, or to the Leased Premises required by any of the foregoing.

3.3 **Waste; Nuisance**. Master Tenant shall not perform or fail to perform any acts or carry on or permit to exist any practices that may injure or damage the Leased Premises in any respect or that may constitute a public or private nuisance or menace to the owners or occupants of adjacent property, or that may violate the provisions of any required insurance on the Leased Premises or that may diminish the coverage under such insurance or render such insurance void. Master Tenant shall not commit or suffer to exist any waste upon the Leased Premises.

3.4 **Liens.** Master Tenant shall not permit any Liens upon the Leased Premises.

3.5 **Self Regulation.** Master Tenant shall self regulate its compliance with this Article and indemnify and hold Master Landlord harmless for any breach.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF MASTER LANDLORD

Master Landlord hereby warrants and represents to Master Tenant, as of the date of this Lease, that:

4.1 **Authority**. Master Landlord has full power and authority to execute and to deliver this Lease and all related documents, and to carry out the transaction contemplated herein. This Lease is valid, binding and enforceable against Master Landlord in accordance with its terms. The execution of this Lease and the consummation of the transaction contemplated herein do not result in a breach of the terms and conditions of, nor constitute a default under, nor violation of any law, regulation, court order, mortgage, note, bond, indenture, agreement, license or other instrument or obligation to which Master Landlord is now a party or by which Master Landlord or any of the assets of Master Landlord may be bound or affected.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF MASTER TENANT

Master Tenant hereby warrants and represents to Master Landlord, as of the date of this Lease and continuing up to and throughout the Lease Term, that:

5.1 **Status of Master Tenant**. Master Tenant is a corporation duly organized and validly existing under the laws of the State of Florida, and is qualified to do business in the State of Florida.

5.2 **Authority**. Master Tenant has full power and authority to execute and to deliver this Lease and all related documents, and to carry out the transactions contemplated herein. This Lease is valid, binding and enforceable as against Master Tenant in accordance with its terms. The execution of this Lease and the consummation of the transaction contemplated herein do not result in a breach of the terms and conditions nor constitute default under or violate Master Tenant's Articles of Organization or any law, regulations, Court order, mortgage, note, bond, indenture, agreement, license or other instrument or obligation to which Master Tenant is a party or by which Master Tenant or any of the assets of Master Tenant may be bound or affected.

5.3 **Litigation**. To the best of Master Tenant's knowledge there is no litigation, investigation or other proceeding pending or threatened against or in relation to Master Tenant, its properties or business which is material to this Lease, nor does Master Tenant know or have reasonable grounds to know of any business for any such action.

5.4 **Necessary Action**. Master Tenant has taken all action necessary to enter into this Lease and to carry out the terms of this Lease.

5.5 **Taxes**. Master Tenant has filed all tax returns (federal, state and local) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, other than such taxes that Master Tenant is contesting in good faith by appropriate legal proceedings and proper reserves have been established on the books of the Master Tenant.

5.6 **Liens**. There are no liens, charges or encumbrances upon or with respect to any of the properties of Master Tenant or right to receive revenues of Master Tenant other than Permitted Liens.

5.7 **Conflicts**. Master Tenant is not a party to any indenture, loan or credit agreement or any lease or other agreement or instrument (including company charters or other organizational documents) which is likely to have a material adverse effect on the ability of Master Tenant to perform its obligations under the Master Lease or which would restrict or otherwise limit the incurring of the debt arising under this Lease.

5.8 **Compliance with Laws; Licensure.** Master Tenant is in material compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or materially affecting the business, operation or assets of Master Tenant or has a plan of correction in place accepted by the State of Florida to promptly cure such violations. Master Tenant has not (i) had a civil monetary penalty assessed against it under the Social Security Act ("SSA") § 1128(a), (ii) been excluded from participation under the Medicare program or under a State health care program as defined in SSA §1128 (h) ("State Health Care Program"), or (iii) been convicted (as that term is defined in 42 C.F.R. §1001.2) of any of the following categories of offenses as described in SSA §1127(a) and (b) (1), (2), (3): (A) criminal offenses relating to the delivery of an item of service under Medicare or any State Health Care Program; (B) criminal offenses under federal or state law relating to patient neglect or abuse in connection with the delivery of a health care item or service; (C) criminal offenses under federal or state law relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a health care item or service or with respect to any act or omission in a program operated by or financed in whole or in part by any federal, state or local government agency; (D) federal or state laws relating to the interference with or obstruction of any investigations into any criminal offense described in (A) through (C) above; or (E) criminal offenses under federal or state law relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance. To the extent required, Master Tenant holds all necessary licenses, permits and certifications required by any applicable governmental authority to operate and maintain a nursing home with the number of skilled nursing beds set forth on Exhibit A1-A2, which is qualified to participate in both Medicare and Medicaid reimbursement programs

without limitation, suspension or revocation of privileges. Master Tenant has materially complied with all applicable requirements of the United States of America, the State of Florida and all applicable local governments, and of its agencies and instrumentalities, to manage the Facility as it is to be operated. Master Tenant shall, if applicable, file all cost reports required to be filed with respect to the Facility's nursing home operations and the same shall be accurate in all material respects and in compliance with all applicable governmental rules and regulations. Master Tenant shall be in substantial compliance with and maintain provider agreements under Title XVII and XIX of the Social Security Act for reimbursement for long term nursing care and is qualified to participate in both Medicare and Medicaid reimbursement programs.

5.9 **Solvency.** Master Tenant has capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage and is solvent and able to pay its debts as they mature. No transfer of property is being made and no debt is being incurred in connection with the transactions contemplated by this Lease with the intent to hinder, delay or defraud either present or future creditors of Master Tenant.

5.10 **Debt**. As of the date of this Agreement, Master Tenant does not have any debt.

5.11 **Accuracy of Information**. To the best of Master Tenant's knowledge after a due and diligent investigation, all factual information heretofore or contemporaneously furnished by or on behalf of Master Tenant to Master Landlord for the purposes of satisfying the provisions of or in connection with this Lease or any transaction contemplated hereby is, and all other factual information (taken as a whole) hereafter furnished by or on behalf of Master Tenant to Master Landlord will be, to the best of Master Tenant's knowledge after a due and diligent investigation, true and accurate in every material respect on the date as of which such information is dated or certified, and Master Tenant has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. Master Tenant has disclosed to Master Landlord, in writing, all facts which Master Tenant has knowledge of and which Master Tenant believes is more likely than not to materially and adversely affect the business, credit, operations or financial condition of Master Tenant or which Master Tenant believes is more likely than not to materially and adversely affect any material portion of Master Tenant's property, or Master Tenant's ability to perform its obligations under the Master Lease.

ARTICLE VI
MAINTENANCE AND REPAIR

6.1 **Maintenance and Repair**. Master Landlord is not in any way responsible for maintenance, repair or upkeep of the Premises or for any other issue or expense relating to the Leased Premises. All such obligations shall be Master Tenant's sole cost and responsibility. Throughout the Lease Term, Master Tenant, at Master Tenant's sole cost and expense, shall keep and maintain the Leased Premises and all parts thereof in good working order and condition, ordinary wear and tear excepted, including but not limited to, the maintenance, repair and replacement, if necessary, of the roof, foundation, all structural components, the heating, ventilation and air conditioning system of the Facility and all plumbing, electrical and equipment systems of the Facility and the grounds, driveways, walkways, paving and parking lots of the Leased Premises.

Master Tenant acknowledges that Master Landlord shall have no obligations concerning repairs to or maintenance of the Leased Premises.

ARTICLE VII
EQUIPMENT

7.1 **Master Landlord's Equipment**. All equipment, furniture and furnishings on hand as of the Commencement Date and which are not tagged or marked by Master Tenant as Master Tenant's equipment shall constitute a part of the Leased Premises and shall be and remain the personal property of Master Landlord ("Master Landlord's Equipment"). Master Landlord's Equipment is provided without warrantee or representation of any sort and Master Tenant hereby waives any and all claims of warrantees or representations implied, granted by statute, common law or otherwise.

7.2 **Intentionally Omitted**.

7.3 **Disposition of Obsolete Equipment**. Master Landlord and Master Tenant recognize that portions of Master Landlord's Equipment may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. In any instance in which Master Tenant in its sole discretion determines that any items of Master Landlord's Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises, Master Tenant may remove such items of Master Landlord's Equipment from the Leased Premises, and on behalf of Master Landlord sell, trade-in, exchange or otherwise dispose of same without any responsibility or accountability to Master Landlord thereof; provided, however, that Master Tenant shall substitute and install in the Leased Premises other equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises, and provided further that such removal and substitution shall not impair the operations of the Leased Premises. All such substitute equipment shall constitute Master Landlord's Equipment and shall be held by Master Tenant on the same terms and conditions as items originally comprising Master Landlord's Equipment. Master Tenant shall execute and deliver to the Master Landlord such documents as may from time to time be requested to confirm the title of the Master Landlord to any items of Master Landlord's Equipment. Master Tenant will not remove or permit the removal of any Master Landlord's Equipment from the Leased Premises except in accordance with the provisions in this Section.

ARTICLE VIII
TAXES AND UTILITIES

8.1 **Taxes**. From and after the Commencement Date, Master Tenant shall be responsible for and shall pay prior to delinquency any and all taxes, assessments, charges, and all other amounts demanded from any governmental and/or quasi-governmental agency for or relating to the Leased Premises including, but not limited to, ad valorem taxes assessed against the Leased Premises, and any and all federal, state or local taxes incurred or assessed in connection with Master Tenant's operation of the Leased Premises, including, without limitation, federal and state

income taxes, franchise taxes, FICA, FUTA and other unemployment taxes. It shall not be a defense that such tax, assessment or charge was not in existence or contemplated at the time of the execution of this Agreement.

8.2 **Utilities**. Master Tenant shall be solely responsible for and shall pay all charges for utilities in respect of the Leased Premises, including, without limitation, charges for water, gas, electricity, sewer service, refuse disposal, telephone service and similar services incurred in connection with the operation of the Leased Premises during the Lease Term and for all other cost or expenses associated with its business or the usage of the Leased Premises during the Lease Term.

ARTICLE IX
INSURANCE

9.1 **General Requirements**. Master Tenant, at the sole cost and expense of Master Tenant, covenants to obtain and maintain throughout the Lease Term all insurance as required pursuant to the terms of the Master Landlord Master Lease.

ARTICLE X
DAMAGE, DESTRUCTION AND CONDEMNATION

10.1 **Damage or Destruction**. Should the building upon the Leased Premises be totally or partially destroyed by fire or other cause, the damage shall be repaired and the building restored with the proceeds of the insurance provided for in Article IX of the Master Lease. Should the proceeds be inadequate, Master Tenant shall be responsible for any shortfall. Should the building be damaged by any cause whatsoever, so that rebuilding or repairs are not completed within six (6) months of the occurrence of such damage, this Lease may be terminated at the option of the Master Landlord. Master Tenant shall not be allowed an equitable abatement of the rent during such time as it is unable to enjoy the use of the whole or part of the Leased Premises.

10.2 **Condemnation**. In the event that all or any part of the Leased Premises shall be taken or damaged by the exercise of the power of eminent domain, then (whether or not this Lease shall terminate by operation of law upon such exercise of the power of eminent domain) the respective interest of the Master Landlord and Master Tenant in and to the Leased Premises by reason of such exercise of power and eminent domain shall be separately determined and computed by the Court having jurisdiction and separate awards and judgments with respect of such damage to the Master Landlord and Master Tenant, respectively, and to each of such respective interest, shall be made and entered. The Master Landlord shall receive and retain the full amount of such damages to be determined whether or not such amount is in its favor or in favor of the Master Tenant. In the event the Leased Premises is so substantially and permanently taken by the power of eminent domain as to make the Leased Premises in the reasonable and good faith opinion of the Master Tenant unsuitable for continuing the operation of the Facility, then this Lease may be terminated by the Master Tenant, as of the effective date of the taking, by notice given by Master Tenant to Master Landlord. Any such termination shall be without prejudice to any claim of Master Tenant against the condemning authority for damages resulting to Master Tenant from such

condemnation. In the event the Leased Premises shall be partially and permanently taken by the power of eminent domain but in the reasonable and good faith opinion of Master Tenant, Master Landlord and any of its lenders, if such consent is required by any loan documents then in effect, the uncondemned portion of the Leased Premises is suitable for continuing the operation of the Facility, then this Lease shall not terminate and Master Landlord shall repair the Leased Premises, with an equitable abatement of the monthly rent commensurate with a proportionate percentage reduction in income to Master Tenant as a result of the taking.

ARTICLE XI
SURRENDER OF POSSESSION/TERMINATION

11.1 **Surrender**. Upon the expiration or termination of the Lease Term, howsoever effected, Master Tenant shall forthwith surrender the Leased Premises to Master Landlord, free and clear of all claims, liens, security interests and other encumbrances (except Permitted Encumbrances and other encumbrances approved in writing by Master Landlord during the Lease Term) and in as good working order and condition as on the Commencement Date, ordinary wear and tear excepted. Master Landlord's Equipment and all inventory acquired by Master Tenant during the Lease term and on hand as of the date of expiration or termination shall also be surrendered to Master Landlord and all equipment and inventory surrendered shall have an aggregate functional capability at least equal to the aggregate functional capability of the equipment and inventory existing at the Facility as of the Commencement Date. Master Tenant may remove Master Tenant's Equipment from the Leased Premises upon the expiration or termination of the Lease Term; provided, however, that Master Tenant shall be responsible for and shall immediately repair any damage to the Leased Premises caused by the removal of Master Tenant's Equipment. Master Tenant shall cooperate fully with the transfer of operations to any new tenant including, without limiting the generality of the foregoing, the transfer of any Medicare Provider Agreement without charge. In no event may the Master Tenant seek to change the number of licensed SNF beds at the Leased Premises or move any part of its nursing home operation to another location without the express written consent of Master Landlord, which consent may be withheld with or without cause in Master Landlord's sole discretion.

ARTICLE XII
DEFAULT AND LEASE TERMINATION

12.1 **Events of Default of Master Tenant**. Each of the following acts, omissions or occurrences shall constitute an "Event of Default of Master Tenant" hereunder:

A. Failure by Master Tenant to pay or cause to be paid, within three (3) business days of the date required, rent specified to be paid under Section 2.1 hereof or any other monetary amount due to Master Landlord;

B. If Master Tenant abandons one or more of the Facilities comprising the Leased Premises of if, as a result of damage, destruction or a partial or complete condemnation, Master 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;

C. If Master Tenant or a Subtenant receives a state or federal notice of termination of license or "fast track" decertification and such notice has not been suspended, extended, withdrawn or terminated within the time period required by any Governmental Authority

D. If Master Tenant or a Subtenant fails to maintain its qualification for licensure as required by this Lease if failure to do so would result in an inability to operate a Facility or result in the appointment of a receiver or manager with respect to such Facility;

E. 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) shall be rendered against Master Tenant or any Subtenant, and either (i) enforcement proceedings shall have been commenced by any creditor upon such award or judgment or (ii)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 Master Landlord having agreed to fund such award or judgment in a manner reasonably satisfactory to Master Landlord and in either case such award or judgment shall, in the reasonable opinion of Master Landlord, have a material adverse effect on the ability of Master Tenant or any Subtenant to operate a Facility;

F. 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 Master Tenant or a Subtenant to operate a Facility in accordance with the requirements of this Lease

G. If any Governmental Authority having jurisdiction over the operation of a Facility removes ten percent (10%)(and such number constitutes more than one percent (1%) of the available beds covered by this Lease) or more of the patients or residents who reside at the Facility for violations of standards of care;

H. Master Tenant or Subtenant fails to cure or abate any "Immediate Jeopardy" violation or violation that could result in a denial of payment of new admissions or equivalent violation occurring during the Lease Term that is claimed by any Governmental Authority or any officer acting on behalf thereof, of any Applicable Law to the operation of the Facility within the time period permitted by such Governmental Authority for cure or abatement, provided, however, if Master Tenant or 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 or Master Tenant provides Master Landlord with reasonable assurances satisfactory that (i) the applicable violations can be cured within

the period of time permitted by the Governmental Authority, and (ii) 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, such default for failing to cure or abate such Immediate Jeopardy or violation shall not be deemed an Event of Default;

I. Master Tenant or a Subtenant fails to notify Master Landlord within one business day 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;

J. A material default 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 Master Landlord is a party;

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

L. A material default or material breach of the provisions set forth in Section 16;

M. An event of default by a Subtenant under a Sublease;

N. Failure of Master Tenant to observe and perform any covenant, condition or agreement of Master Tenant under this Lease, other than a breach addressed in Section 12.1(A) above, within ten (10) days after the date Master Tenant receives written notice of such failure of performance, or, with respect to failures of performance not susceptible of cure within ten (10) days upon approval in writing by the Master Landlord, the failure of Master Tenant to thereafter diligently prosecute same to completion and/or cure the same within sixty (60) days;

O. Master Tenant, its managing member or any other entity in which Master Tenant's managing member has an ownership interest shall make a transfer in fraud to creditors or shall make an assignment for the benefit of creditors;

P. The filing or execution or occurrence (or contemplation thereof) of any of following: (i) the appointment of a trustee or receiver to take possession of substantially all of Master Tenant's or its managing member's assets or of Master Tenant's leasehold estate in the Leased Premises; or (ii) the judicial seizure of substantially all of Master Tenant's or its managing member's assets or Master Tenant's leasehold estate in the Leased Premises;

Q. If (1) a final judgment, including any judgment or other final determination of any contest, is entered against Master Tenant, its managing member or any other entity in which Master Tenant's managing member has an ownership interest in an amount in excess of the monthly Rent (to the extent not covered by independent third party insurance as to which insurer does not dispute coverage), or (2) execution or other final process issues thereon with respect to the Master Tenant's property, and Master Tenant does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereon, in any event within sixty (60) days from entry, or shall not, within such period or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which such judgment shall have been entered, and cause its execution to be stayed during such appeal, or if on appeal such order, decree or process shall be affirmed and Master Tenant shall not discharge such judgment or provide for its discharge in accordance with its terms within sixty (60) days after the entry of such order or decree or affirmance, or if any stay of execution on appeal is released or otherwise discharged;

R. Any representation or warranty of Master Tenant is breached or is false or misleading in any material respect when made or which becomes false during the pendency of this Lease;

S. Any sublease, transfer of membership interest in Master Tenant, assignment of this Lease, and/or any party filing for a licensure change of ownership without the express written consent of Master Landlord, Real Property Owners and the United States Department of Housing and Urban Development ("HUD");

T. if Master Tenant defaults in the prompt and full performance of any other of Master Tenant's material 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 Master 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 Master 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);

U. if the leasehold interest of Master Tenant shall be levied upon under execution or be liened or attached and such levy, lien or attachment is not removed or bonded over, or if Master Tenant does not pay in escrow to Master Landlord an amount which in Master Landlord's discretion is adequate to cover its risk associated with such levy or execution within sixty (60) days of the date Master Tenant receives notice of it;

V. in the event of a voluntary filing by Master Tenant or an involuntary filing against Master Tenant (in which case Master Tenant shall have 30 days to dismiss such action) of a petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief;

W. if Master Tenant shall admit in writing its inability to pay its debts generally as they become due;

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

Y. if Master Tenant makes any general assignment for the benefit of creditors;

12.2 **Remedies of Master Landlord**. Upon the occurrence and continuance of any Events of Default of Master Tenant specified in the foregoing Section 12.1. Master Landlord shall have the option to pursue any one or a combination of the following remedies without any notice to or demand upon Master Tenant whatsoever:

A. Terminate this Lease, in which event Master Tenant shall immediately surrender the Leased Premises to Master Landlord and cooperate in any requested operation transfer as required by this Lease, and if Master Tenant fails to surrender the Leased Premises and otherwise cooperate, Master Landlord may, without prejudice to any other remedy which Master Landlord may have, expel or remove Master Tenant and any other person who may be occupying the Leased Premises, or any part thereof, at Master Tenant's expense. In such event Master Landlord may, in addition to the foregoing, seek such other damages and remedies as are available at law or in equity for Master Tenant's breach of this Lease.

B. Enter upon and take possession of the Leased Premises and expel or remove Master Tenant and any other person who may be occupying Leased Premises, at Master Tenant's expense, or any part thereof, at Master Tenant's expense, without terminating this Lease, and exercise reasonable efforts to re-let the Leased Premises, as Master Tenant's agent, at the highest rent then obtainable and receive the rent therefor; and Master Tenant covenants and agrees to pay Master Landlord on demand any cost or expense incurred by Master Landlord in connection with re-letting the Leased Premises and any deficiency in Rent that may arise by reason of such re-letting. In no event shall Master Tenant be entitled to any profit made from any re-let or be relieved of any obligation to make rent payments in the event the party re-letting fails to do so.

C. Enter upon the Leased Premises and, at Master Tenant's expense, take such actions as may be required of Master Tenant to cure the complained of default; and Master Tenant covenants and agrees to reimburse Master

Landlord on demand for any expense, direct or indirect, which Master Landlord may incur in thus effecting compliance with Master Tenant's obligations under this Lease.

D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other foregoing remedies or of the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other amounts due to Master Landlord hereunder or of any damages accruing to Master Landlord by reason of the violation of any of the terms, provisions or covenants herein contained. No waiver by Master Landlord of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Master Landlord to enforce one or more of the remedies herein provided upon an Event of Default of Master Tenant shall not be deemed or construed to constitute a waiver of such default.

E. To the extent any amounts due to Master Landlord under the terms of this Lease, whether as a result of an Event of Default or otherwise are not timely paid such amounts shall bear interest at the rate of eighteen (18%) percent per annum from the date such amounts were due until paid to Master Landlord.

12.3 **Events of Default of Master Landlord**. Each of the following acts, omissions or occurrences shall constitute an "Event of Default of Master Landlord" hereunder:

A. Failure of Master Landlord to observe and perform any material covenant, condition or agreement of Master Landlord under this Lease within ten (10) days after the date Master Landlord receives written notice of such failure of performance, or, with respect to failure of performance not susceptible of cure within ten (10) days upon approval in writing by the Master Tenant, the failure of Master Landlord to commence a cure within said ten (10) day period and to thereafter diligently prosecute same to completion;

B. Master Landlord shall make a transfer in fraud to creditors or shall make an assignment for the benefit of creditors;

C. Master Landlord shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof or Master Landlord shall be adjudged bankrupt or insolvent in proceedings filed against Master Landlord hereunder; or

D. The filing or execution or occurrence (or contemplation thereof) of any of the following: (i) the appointment of a trustee or receiver to take possession

of substantially all of Master Landlord's assets or of Master Landlord's leasehold estate in the Leased Premises; or (ii) the judicial seizure of substantially all of Master Landlord's assets or of Master Landlord's leasehold estate in the Leased Premises.

12.4 **Remedies of Master Tenant.** Upon the occurrence and continuance of any of the Events of Default of Master Landlord specified in the foregoing Section 12.3, Master Tenant shall have the option to pursue any one or combination of the following remedies without any notice to or demand upon Master Landlord whatsoever:

A. Terminate this Lease, in which event Master Tenant shall surrender the Leased Premises to Master Landlord upon notice to Master Landlord without further remedy, except that in such event Master Tenant shall not be required to cooperate in any transfer.

B. Take such actions as may be required of Master Landlord from time to time to cure the complained of default; and Master Landlord covenants and agrees to reimburse Master Tenant on demand for any expenses, direct or indirect, which Master Tenant may incur in thus effecting compliance with Master Landlord's obligations under this Lease. Master Tenant may not deduct amounts due hereunder from payments due to Master Landlord.

Pursuit of any foregoing remedies shall not preclude pursuit of any of the other foregoing remedies or of the other remedies herein provided or any other remedies provided at law or in equity. No waiver by Master Tenant of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Master Tenant to enforce one or more of the remedies herein provided upon an Event of Default of Master Landlord shall not be deemed or construed to constitute a waiver of such default.

ARTICLE XIII
PROHIBITION AGAINST LIENS

13.1 **Prohibition Against Liens.** Master Tenant covenants that it will not create any lien, encumbrance or charge upon the Leased Premises, Rent payable hereunder, or any part of either thereof, and that it will satisfy or cause to be discharged, within thirty (30) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien upon Master Tenant's leasehold estate in the Leased Premises or Rent payable hereunder or any part of either. If any such lien shall be filed against Master Tenant's leasehold estate in the Leased Premises, or asserted against Rent or any amounts due hereunder, by reason of work, labor or services or asserted against Rent, by or to the Facility at the request of the Master Landlord with the permission of Master Tenant, Master Tenant shall, within fifteen (15) days after notice is received of the filing thereof or the assertion thereof against the Master Tenant's leasehold estate in the Leased Premises or Rent, by contest, payment, deposit, bond, order of Court or otherwise. Nothing in this Section 13.1 shall require the Master

Tenant with an opinion of independent counsel that failure to satisfy or discharge such charge, claim or demand in such manner that the interest of Master Landlord, in the opinion of independent counsel, is not jeopardized. In no event and under no circumstances shall Master Tenant cause or suffer to exist any lien against or encumbrance upon Master Landlord's interest in the Leased Premises.

13.2 **Permitted Liens**. Notwithstanding any provision of this Lease to the contrary but without limiting Master Tenant's obligation to timely pay Rent and other amounts due and payable by Master Tenant hereunder, Master Tenant may create or permit to be created the following liens or encumbrances with respect to Master Tenant's leasehold interest in the Leased Premises ("Permitted Liens"):

A. Liens granted in connection with any improvements, expansion, extension, additions or modifications of the Facility or any real property adjacent thereto.

B. Any liens, charges, encumbrances and restrictions which may be created or exist by reason of this Lease or loan from Master Landlord.

C. Liens, charges and encumbrances for taxes or assessments or other government charges or levies not then delinquent.

ARTICLE XIV
LIABILITIES AND INDEMNIFICATION

14.1 **Liabilities**. Master Tenant shall assume any and all obligations or liabilities of the Master Landlord, the Facility or any obligation or liability relating to the Master Landlord or to the Facility, of any nature whatsoever (whether express or implied, fixed or contingent, liquidated or unliquidated, known or unknown, accrued or unaccrued, due or to become due), relating to any period prior to the termination or expiration of this Lease except such obligation or liability caused by Master Landlord's gross negligence or intentional wrongdoing.

14.2 **Indemnification**. Master Tenant agrees to and does hereby indemnify and hold the Master Landlord, its officers, directors, members, agents, employees and lenders harmless from and against any claims, demands, causes of action, liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorney's fees and associated costs and expenses) resulting from the acts or omissions of Master Tenant and Master Tenant's employees, agents, independent contractors, guests, invitees or any other persons or thing in respect of the Facility or caused in whole or in part by breach of this Agreement. Master Tenant further agrees to and does hereby indemnify and hold the Master Landlord, its officers, directors, members, agents, employees and Lenders harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorney's fees and associated costs and expenses) resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement, representation, warranty or condition by or on the part of Master Tenant under this Lease, or from

any liability asserted against Master Landlord, its officers, directors, agents, employees and Lenders in any way relating to the Master Tenant or to the Facility except those liabilities specifically assumed herein by Master Landlord.

14.3 **Cost of Defense.** It shall be an obligation of Master Tenant to pre-pay an estimated amount equal to the anticipated cost of defense through trial in the event that the Master Landlord, its officers, directors, members, agents, employees and lenders are sued as a result of Master Tenant's actions and/or inactions.

ARTICLE XV
INSPECTION

15.1 **Inspections**. Master Landlord and Master Landlord's agents, insures, lenders and/or and representatives shall have the right to enter and inspect the Leased Premises during normal business hours.

ARTICLE XVI
ACCESS TO RECORDS AND REPORTING REQUIREMENTS OF MASTER TENANT

16.1 **Access**. The Master Landlord shall have access to records of the Master Tenant, which are determined by Master Landlord to be reasonably necessary for the Master Landlord to be able to ensure that the Master Tenant is complying with the terms and conditions set forth herein. Notwithstanding the foregoing, Master Landlord shall have no obligation to check such records or liability to anyone in the world with regard to such records.

16.2 **Reporting Requirements of Master Tenant**. Master Tenant shall keep true books of record and account in which full, true and correct entries in accordance with GAAP consistently applied will be made of all dealings or transactions in relation to its business and activities, and an authorized member of Master Tenant shall furnish to Master Landlord:

(i) as soon as possible and in any event within ten (10) days after the occurrence of an Event of Default or any event which, with the giving of notice, lapse of time, or both, would constitute an Event of Default, and if requested by Master Landlord, a statement of an authorized member of Master Tenant setting forth details of such Event of Default or event and the action which Master Tenant has taken or proposes to take to cure the same;

(ii) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, internally-prepared financial statements of Master Tenant, including a Balance Sheet and the related Income Statement as of the end of such quarter and for the portion of the fiscal year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the previous fiscal year, all in reasonable detail and certified (subject to normal year-end adjustments) as to fairness of presentation, in accordance with GAAP, by a member of Master Tenant;

(iii) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, a Balance Sheet and the related Income Statement as of the end of such fiscal year, fairly and accurately presenting the financial condition of Master Tenant at such date and the results of operations of Master Tenant for such fiscal year and setting forth in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year, all in reasonable detail, prepared in accordance with GAAP consistently applied, compiled and reviewed, in each case, by an independent certified public accountant acceptable to Master Landlord and Master Tenant. Master Landlord may, but is not required to, hire an independent certified public accountant of its choosing, at Master Tenant's own expense to verify the foregoing;

(iv) at Master Landlord's request, a schedule showing the accounts receivable agings delivered to Master Landlord within thirty (30) days after the end of each month;

(v) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, copies of all interim and supplemental financial reports submitted to Master Tenant by independent certified public accountants in connection with any interim review of the books and records of Master Tenant made by such accountants;

(vi) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, copies of all cost reports filed with Medicaid or any other applicable state or federal agency;

(vii) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, a copy of the most recent annual or biannual certification survey report and any statement of deficiencies with plans of correction attached thereto;

(viii) immediately after notice to Master Tenant of the commencement thereof, notice, in writing, of any action, suit, arbitration or other proceeding instituted, commenced or threatened against or affecting the Master Tenant with an amount in controversy in excess of $100,000;

(ix) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, Master Tenant's federal, state and local tax returns, if and as applicable, as soon as said returns are completed in the form said returns will be filed with the Internal Revenue Service and any state or local department of revenue or taxing authority; and

(x) within thirty (30) days (or as soon as reasonably available thereafter) of a request from Master Landlord, such other information respecting the condition or operations, financial or otherwise, of Master Tenant as Master Landlord may from time to time reasonably request, including, without limitation, annual public aid rate updates, monthly accounts receivable aging reports, cost reports, annual survey reports and budget and cash flow projections.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

17.1 **Additional Assurances.** The provisions of this Lease shall be self-operative and shall not require further agreement by the parties except as may be provided herein to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may reasonably be necessary to effectuate this Lease.

17.2 **Legal Fees and Costs.** In the event either Master Landlord or Master Tenant institute any proceedings to enforce or interpret any provision of this Lease, the prevailing party will be entitled to recover its legal expenses, including, without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

17.3 **Assignment and Subletting**. Master Tenant shall not assign this Lease or any interest herein, whether by operation of law or otherwise, or sublet the Leased Premises or any part thereof, without the prior written consent of the Master Landlord, Mortgagee and HUD. Notwithstanding anything contained herein to the contrary, Master Tenant intends to sublease and Master Landlord hereby consents to and acknowledges the same, each Facility to the subtenants as more specifically set forth in Exhibit B (each, a "Subtenant, and collectively, the "Subtenants") or to an affiliate under common control with Master Tenant. Master Landlord shall permit such sublease to Subtenants pursuant to a form of sublease approved by Master Landlord and which obligates the Subtenants to perform the duties and obligations of Master Tenant hereunder insofar as they involve, concern, arise or are connected with the Facility subleased by such Subtenant.

17.4 **Notice**. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, delivered by prepaid certified mail, return receipt requested or delivered by a nationally recognized overnight delivery service (e.g. Federal Express or Airborne), addressed as follows;

To Master Landlord: TL HEALTHCARE HOLDINGS LLC
2071 Flatbush Avenue, Suite 22
Brooklyn, NY 11234

To Master Tenant: CARE MASTER TENANT INC
4302 Hollywood Blvd., Ste. 369
Hollywood, Florida 33021

To HUD: U.S. Department of Housing and Urban Development
Office of Healthcare Programs
451 Seventh St. SW
Washington, DC 20410

Or, to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

17. 5 **Waiver/Remedies Cumulative**. Any failure or delay by Master Landlord to exercise any right or remedy under this Lease shall not be deemed a waiver of such right or remedy, and no right or remedy of Master Landlord shall be deemed to be waived unless expressly waived in writing by Master Landlord. The waiver of any right or remedy by Master Landlord hereunder shall not constitute or operate as a waiver of any future similar right or remedy. All rights, powers, options, elections and remedies of Master Landlord herein contained shall be construed as cumulative and no one of them as exclusive of any other or exclusive of any rights or remedies as are or shall be allowed Master Landlord at law or in equity.

17.6 **Severability**. In the event any provision of this Lease is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Lease, which shall be and remain in full force and effect, enforceable in accordance with its terms.

17.7 **Post-Commencement Date access to Information**. Master Tenant acknowledges that subsequent to the Commencement Date Master Landlord may need access to information or documents in the control or possession of Master Tenant for legitimate purposes. Accordingly, Master Tenant agrees that subsequent to the Commencement Date Master Tenant will make available to Master Landlord's agents, independent auditors and/or governmental agencies such documents and information in respect of the Leased Premises to the extent necessary to facilitate audits, compliance with governmental requirements and regulations and the prosecution or defense of claims or for other legitimate purposes. The parties hereto agree that Master Tenant shall maintain resident records and other records of the Facility.

17.8 **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership or joint venture or of any association between Master Landlord and Master Tenant, and no provision contained in this Lease or any acts of the parties hereto shall be deemed to create any relationship between Master Landlord and Master Tenant other than the relationship of Master Landlord and Master Tenant. In addition, notwithstanding anything herein to the contrary, nothing herein is intended for the benefit of any third parties and no person or entity due Master Landlord or Master Tenant or their successors or assigns shall have any rights of anything contained herein.

17.9 **Revenues**. During the Lease Term, all revenues and income derived from the operation of the Facility shall be the property of Master Tenant.

17.10 **Choice of Law and Venue**. The parties agree that this Lease shall be governed by and construed in accordance with the laws of the State of Florida, and that the courts of such state shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Lease.

17.11 **Gender, Number**. Whenever the context of this Lease requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

17.12 **Amendment**. No changes in or amendments to this Lease shall be recognized unless and until made in writing and signed by all parties hereto or them respective successors and assigns. This Lease may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Lease amends and supersedes any and all prior leases between Master Landlord and Master Tenant.

17.13 **Binding Effect**. The terms of this Lease shall be binding upon, and shall inure to the benefit of and be enforceable by and against, the heirs, successors and assigns of the parties hereto.

17.14 **Time of the Essence**. Time is of the essence of this Lease, and each and every covenant, term, condition and provision hereof.

17.15 **Divisions and Headings**. The divisions of this Lease and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Lease.

17.16 **Subordination**. This Lease is, and all times shall continue to be subject and subordinate to: (a) all mortgages which may now hereafter affect the Leased Premises. This clause shall be self operative, and no further instrument of subordination need be required by mortgaee, but Master Tenant shall execute promptly any agreement, document and/or certificate that Master Landlord and/or its Lender may reasonably request in confirmation of such subordination.

17.17 **Termination by HUD**. This Lease may be canceled upon thirty (30) days written notice given to Master Landlord and Master 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.

17.18 **Certificates**. Master Tenant shall, upon request by the Master Landlord for submission to any mortgagee, prospective mortgagee and/or governmental entity, deliver to Landlord any financial data concerning the Master Tenant which any mortgagee, prospective mortgagee and/or governmental entity, may require. At any time and from time to time, and provided this Lease is in full force and effect, Master Tenant, for the benefit of Master Landlord, or the holder of any mortgage affecting the Leased Premises, within ten (10) days of written request by Master Landlord, will deliver to Master Landlord a written statement, in recordable form, certifying that: (a) this Lease is in full force and effect and that it has not been modifies or setting forth the reasons for it and any modification thereof; (b) that the Master Tenant is in possession of the Leased Premises and is paying the full rental as reserved herein; (c) that no rental payments have been made more than one month in advance; (d) that all work required to be performed by Master Landlord under the Master Lease has been completed or stating that work which has yet to be completed; (e) the commencement date and expiration date of the Master Lease; and (f) that

there are no defaults outstanding or specifying any defaults which the Master Tenant has knowledge.

17.19 **Licensure and Right to Operate**. Notwithstanding any other provision of this Lease, it is understood and agreed that, upon the termination or expiration of this Lease, the rights and privileges regarding the operation of the Facility, including, but not limited to, any licenses, certifications, and certificates of need for the Facility, shall revert to, and become vested in Real Property Owner or its designee. Master Tenant hereby represents, warrants, agrees and covenants that it shall execute any and all documents and do all other things necessary to transfer, assign and convey to the Real Property Owner, the Master Landlord or its designee any and all licenses, certifications, certificates of need and any and all other rights and privileges regarding the Facility, to be effective upon the termination or expiration of the Master Lease. Master Landlord and Master Tenant agree and acknowledge that this paragraph of the Master Lease may be cited to any regulatory agency or governmental body as evidence and confirmation of the parties' mutual intent that the Real Property Owners or its designee shall have, hold and retain any licenses, certifications, certificates of need and all rights and privileges regarding the Facility, from and after the date on which this Lease expires or is terminated. In the event that at any time during the term thereof an application is made for the appointment of a receiver to operate the Facility, Master Tenant shall cooperate in all respects and make all possible requests, demands and/or take any necessary legal action to ensure the appointment of the Real Property Owner or its designee as receiver.

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

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WEREOF, Master Landlord and Master Tenant have executed the Lease as of the date first above written.

MASTER LANDLORD:
TL HEALTHCARE HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: Teddy Lichtschein
Its: Authorized Member

MASTER TENANT:
CARE MASTER TENANT INC,
a Florida corporation
By: CARE MGR INC, a Florida corporation,
its Sole Shareholder

By: _____
Name: Michael Bleich
Its: Sole Shareholder

IN WITNESS WEREOF, Master Landlord and Master Tenant have executed the Lease as of the date first above written.

MASTER LANDLORD:
TL HEALTHCARE HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: Teddy Lichtschein
Its: Authorized Member

MASTER TENANT:
CARE MASTER TENANT INC,
a Florida corporation
By: CARE MGR INC, a Florida corporation,
its Sole Shareholder

By: _____
Name: Michael Bleich
Its: Sole Shareholder

SCHEDULE A

Facility Landlord	Facility	Base Rent	Sub-Subtenant
ATMPRE LLC, a Florida limited liability company	Excel Care Center 2811 Campus Hill Dr. Tampa, Florida 33612 Legal Description: Exhibit A-1	$1,534,243.00/year	EXCEL FACILITY INC, a Florida corporation
1000 SW 16TH AVE LLC, a Florida limited liability company	Parklands Care Center 1000 SW 16th Ave. Gainesville, Florida 32601 Legal Description: Exhibit A-2	$1,507,963.26/year	PARKLANDS FACILITY INC, a Florida corporation
3370 47TH TERRACE LLC, a Florida limited liability company	Palms Care Center 3370 47th Terrace Lauderdale Lakes, Florida 33319 Legal Description: Exhibit A-3	$1,350,000.00/year	PALMS FACILITY INC, a Florida corporation
SPRE LLC, a Florida limited liability company	Bayside Care Center 811 Jackson St. North St. Petersburg, Florida 33705 Legal Description: Exhibit A-4	$1,236,529.87/year	BAYSIDE FACILITY INC, a Florida corporation
PRERM LLC, a Florida limited liability company	Madison Pointe Care Center 6020 Indiana Ave. New Port Richey, Florida 34653 Legal Description: Exhibit A-5	$1,599,424.54/year	MADISON FACILITY INC, a Florida corporation

Facility Landlord	Facility	Base Rent	Sub-Subtenant
ORRE LLC, a Florida limited liability company	Courtyards of Orlando Care Center 1900 Mercy Dr. Orlando, Florida 32808 Legal Description: Exhibit A-6	$1,612,865.05/year	COURTYARDS FACILITY INC, a Florida corporation
6767 86TH AVE LLC, a Florida limited liability company	Gulf Shore Care Center 6767 86th Ave. North Pinellas Park, Florida 33782 Legal Description: Exhibit A-7	$1,311,272.40/year	GULF SHORE FACILITY INC, a Florida corporation
FL SHLF1 RE, LLC, a Florida limited liability company	Terraces of Lake Worth Care Center 1711 6th Ave. South Lake Worth, Florida 33460 Legal Description: Exhibit A-8	$791,858.00/year	TERRACES FACILITY INC, a Florida corporation
PALRE LLC, a Florida limited liability company	Palmetto Care Center 6750 West 22nd Court Hialeah, Florida 33016 Legal Description: Exhibit A-9	$1,542,927.72/year	PALMETTO FACILITY INC, a Florida corporation
300 NW 1ST AVE LLC, a Florida limited liability company	Williston Care Center 300 NW 1st Ave. Williston, Florida 32696 Legal Description: Exhibit A-10	$1,273,080.00/year	WILLISTON FACILITY INC, a Florida corporation
WOODRE LLC, a Florida limited liability company	Woodbridge Care Center 8720 Jackson Springs Rd. Tampa, Florida 33615 Legal Description: Exhibit A-11	$1,605,035.61/year	WOODBRIDGE FACILITY INC, a Florida corporation

EXHIBIT A-1

EXCEL CARE CENTER

That part of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 28 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southeast corner of said East 1/2 run North 00°00'35" West along the East boundary of said East 1/2 a distance of 45.00 feet for a Point of Beginning, from said Point of Beginning continue North 00°00'35" West along the East boundary of said East 1/2 a distance of 61.42 feet, run thence West 245.98 feet, run thence North 00°00'35" West along a line parallel to and 245.98 feet West of the East boundary of said East 1/2 a distance of 570.22 feet to a point on the South right-of-way boundary of Campus Hill Drive; run thence West along the South right-of-way boundary of Campus Hill Drive a distance of 419.82 feet to a point on the West boundary of said East 1/2, also being the East boundary of Campus Hill Park-Unit 1, as per plat recorded in Plat Book 37, Page 28 of the Public Records of Hillsborough County, Florida; run thence South 00°00'36" East along said West boundary of said East 1/2 a distance of 539.56 feet, run thence North 89°44'56" East along a line parallel to and 140.00 feet North of the South boundary of said East 1/2 a distance of 40.00 feet, run South 00°00'36" East along a line parallel to and 40.00 feet of the West boundary of said East 1/2 a distance of 95.00 feet, run thence North 89°44'56" East along a line parallel to and 45.00 feet North of the South boundary of said East 1/2 a distance of 625.80 feet to the Point of Beginning.

FOR INFORMATION ONLY:
Property Address: 2811 Campus Hill Dr., Tampa, Florida
Township 28 South Range 19 East

EXHIBIT A-2

PARKLANDS CARE CENTER

Commence at a railroad spike in the intersection of that centerline of Rocky Point Road and the North line of the D.L. Clinch Grant in Township 10 South, Range 20 East, Alachua County, Florida, and run North 85°15'28" West along the North line of said D.L. Clinch Grant a distance of 3081.24 feet to an iron pipe; thence run South 04°44'32" West 299.24 feet to the South line of the Northwest 1/4 of Section 8, Township 10 South, Range 20 East and the Point of Beginning; thence continue South 04°44'32" West, 349.56 feet to the Northerly right-of-way line of State Road Project 26600-2602; thence run North 84°14'32" East along the Northerly right-of-way line of said State Road Project 26600-2602, 307.98 feet; thence run Easterly along the Northerly right-of-way line of said State Road Project 26600-2602, with a curve concave Southerly, said curve having a radius of 2894.79 feet, a central angle of 00°16'24", a length of 13.80 feet and a chord of North 84°22'44" East, 13.80 feet thence run Northeasterly, along the Northerly right-of-way line of said State Road Project 26600-2602, with a curve concave Northwesterly, said curve having a radius of 50.00 feet; a central angle of 84°12'22", a length of 73.48 feet, and a chord of North 42°24'45" East, 67.04 feet to the Westerly right-of-way line of Leg "A" of said State Road Project 26600-2602; thence run North 00°18'34" East, along the Westerly right-of-way line of Leg "A", of said State Road Project 26600-2602, 263.26 feet to the South line of the Northwest 1/4 of Section 8, Township 10 South, Range 20 East, thence run North 89°25'56" West along the South line of the Northwest 1/4 of Section 8, Township 10 South, Range 20 East, 337.92 feet to the Point of Beginning, less right-of-way for State Road No. 728 as per Official Records Book 1443, Page 988 of the Public Records of Alachua County, Florida.

FOR INFORMATION ONLY:
Property Address: 1000 SW 16th Ave., Gainesville, Florida
Township 10 South Range 20 East

EXHIBIT A-3

PALMS CARE CENTER

A PORTION OF THE SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 41 EAST, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE QUARTER OF SECTION 24, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG THE SAID EAST LINE, A DISTANCE OF 337.80 FEET; THENCE WESTERLY, MAKING AN INCLUDED ANGLE OF 89 DEGREES 04'59" A DISTANCE OF 336.64 FEET; THENCE NORTHERLY, MAKING AN INCLUDED ANGLE OF 90 DEGREES 54'25" A DISTANCE OF 312.40 FEET TO A POINT OF CURVE, THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 90 DEGREES 54'25", AN ARC DISTANCE OF 39.67 FEET TO A POINT OF TANGENCY; THENCE EASTERLY, ALONG A LINE 50 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SAID SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 24, A DISTANCE OF 311.18 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT A-4

BAYSIDE CARE CENTER

Lot 1 in Block 1 of WILLIAM & MARY REPLAT, according to the Plat thereof, recorded in Plat Book 103, Page 65, of the Public Records of Pinellas County, Florida.

AND

Lots 6 and 7 in Block B of MAP OF C.E. BRICKETT'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 3, Page 11, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part of.

Said hereinabove described Lots being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 1, of said William & Mary Replat, run along the South right-of-way line of 9th Avenue North also being the North line of said Lot 1, North 89 degrees 40 minutes 00 seconds East, 265.00 feet;

Thence run along the West right-of-way line of 10th Street North also being the East line of said Lots 1, 6 and 7, South 350.00 feet;

Thence run along the South line of said Lot 7, South 89 degrees 40 minutes 00 seconds West, 125.00 feet;

Thence run along the West line of said Lots 6 and 7, North 100.00 feet;

Thence run along the South line of said Lot 1, South 89 degrees 40 minutes 00 seconds West 15.00 feet;

Thence run along East line of said Lot 1, South 150.00 feet;

Thence run along South line of said Lot 1, South 89 degrees 40 minutes 00 seconds West, 125.00 feet;

Thence run along East right-of-way line of Jackson Street North also being the West line of said Lot 1, North 400.00 feet, to the Point of Beginning.

And being more particularly bounded and described as follows:

As-surveyed legal description

All that certain lot or parcel of ground situate in City of St. Petersburg, County of Pinellas, State of Florida, bounded and described as follows:

Beginning at a point located on the South right-of-way line of 9th Avenue North, said point being situate at the intersection of the East right-of-way line of Jackson Street North with the aforementioned South right-of-way line of 9th Avenue North; THENCE FROM THE PLACE OF BEGINNING along the aforementioned South right-of-way line of 9th Avenue North, North eighty-nine degrees forty minutes and no seconds East (N 89°40'00" E) for a distance of two hundred sixty-five and no hundredths feet (265.00') to a point; thence along the West right-of-way line of 10th Street North, South zero degrees no minutes and no seconds West (S 00°00'00" W) for a distance of three hundred fifty and no hundredths feet (350.00') to a point; thence, South eighty-nine degrees forty minutes and no seconds West (S 89°40'00" W) for a distance of one hundred twenty-five and no hundredths feet (125.00') to a point; thence along the East right-of-way line of a 15-foot wide alley, North zero degrees no minutes and no seconds East (N 00°00'00" E) for a distance of one hundred and no hundredths feet (100.00') to a point; thence along the end of the aforementioned 15-foot wide alley, South eighty-nine degrees forty minutes and no seconds West (S 89°40'00" W) for a distance of fifteen and no hundredths feet (15.00') to a point; thence along the West right-of-way line of said 15-foot wide alley, South zero degrees no minutes and no seconds West (S 00°00'00" W) for a distance of one hundred fifty and no hundredths feet (150.00') to a point; thence, South eighty-nine degrees forty minutes and no seconds West (S 89°40'00" W) for a distance of one hundred twenty-five and no hundredths feet (125.00') to a point; thence along the aforementioned East right-of-way line of Jackson Street North, North zero degrees no minutes and no seconds East (N 00°00'00" E) for a distance of four hundred and no hundredths feet (400.00') to the place of beginning.

EXHIBIT A-5

MADISON POINTE CARE CENTER

Lots 6 through 27, inclusive, Block 55, of the Town of New Port Richey, according to the map or plat thereof as recorded in Plat Book 4, page 49 of the Public Records of Pasco County, Florida, together with the West 275 feet of the original 20 foot alley vacated by the City of New Port Richey, Florida, March 16, 1965, and described in the Resolution recorded in Official Records Book 286, page 367, of the Public Records of Pasco County, Florida.

Lots 5, 6, 7, 8 and 9 and the Easterly 15 feet of Lot 10, the Westerly 10 feet of Lot 10, Lots 11 and 12, all in Block 56, TOWN OF NEW PORT RICHEY, according to the map or plat thereof recorded in Plat Book 4, page 49 of the Public Records of Pasco County, Florida.

And being more particularly bounded and described as follows:

As-surveyed legal description

PARCEL "A"

All that certain lot or parcel of ground situate in City of New Port Richey, County of Pasco, State of Florida, bounded and described as follows:

Beginning at a point located on the South right-of-way line of Indiana Avenue, said point being situate at the intersection of the East right-of-way line of Madison Street with the aforementioned South right-of-way line of Indiana Avenue; THENCE FROM THE PLACE OF BEGINNING along the aforementioned South right-of-way line of Indiana Avenue, North ninety degrees no minutes and no seconds East (N 90°00'00" E) for a distance of two hundred seventy-five and no hundredths feet (275.00') to a point; thence, South zero degrees no minutes and no seconds West (S 00°00'00" W) for a distance of two hundred twenty and no hundredths feet (220.00') to a point; thence along the North right-of-way line of Pennsylvania Avenue, North ninety degrees no minutes and no seconds West (N 90°00'00" W) for a distance of two hundred seventy-five and no hundredths feet (275.00') to a point; thence along the aforementioned East right-of-way line of Madison Street, North zero degrees no minutes and no seconds East (N 00°00'00" E) for a distance of two hundred twenty and no hundredths feet (220.00') to the place of beginning.

PARCEL "B"

All that certain lot or parcel of ground situate in City of New Port Richey, County of Pasco, State of Florida, bounded and described as follows:

Beginning at a point located on the South right-of-way line of Pennsylvania Avenue, said point being situate South zero degrees no minutes and no seconds West (S 00°00'00" W) a distance of two hundred twenty and no hundredths feet (220.00') and South fifty-nine degrees two minutes and ten seconds East (S 59°02'10" E) a distance of one hundred sixteen and sixty-two hundredths feet

(116.62') from a point located at the intersection of the East right-of-way line of Madison Street with the South right-of-way line of Indiana Avenue; THENCE FROM THE PLACE OF BEGINNING along the aforementioned South right-of-way line of Pennsylvania Avenue, North ninety degrees no minutes and no seconds East (N 90°00'00" E) for a distance of two hundred and no hundredths feet (200.00') to a point; thence, South zero degrees no minutes and no seconds West (S 00°00'00" W) for a distance of one hundred and no hundredths feet (100.00') to a point; thence along the North right-of-way line of a 20-foot wide alley, North ninety degrees no minutes and no seconds West (N 90°00'00" W) for a distance of two hundred and no hundredths feet (200.00') to a point; thence, North zero degrees no minutes and no seconds East (N 00°00'00" E) for a distance of one hundred and no hundredths feet (100.00') to the place of beginning.

EXHIBIT A-6

COURTYARDS OF ORLANDO CARE CENTER

Lot 1, Plat of Orlando Care Center as recorded in Plat Book 11, Page 66, of the Public records of Orange County, Florida.

And being more particularly bounded and described as follows:

As-surveyed legal description

All that certain lot or parcel of ground situate in City of Orlando, County of Orange, State of Florida, bounded and described as follows:

Beginning at a point located on the West right-of-way line of Mercy Drive, said point being situate North six degrees seven minutes and eighteen seconds West (N 6°07'18" W) a distance of three hundred thirty-five and eighteen hundredths feet (335.18') from a point located at the intersection of the projected centerline of New Hampshire Road with the centerline of aforementioned Mercy Drive; THENCE FROM THE PLACE OF BEGINNING, North eighty-nine degrees fifty-one minutes and thirty seconds West (N 89°51'30" W) for a distance of six hundred ninety-two and forty-nine hundredths feet (692.49') to a point; thence, North zero degrees seven minutes and twenty-three seconds West (N 00°07'23" W) for a distance of three hundred fourteen and fifty-three hundredths feet (314.53') to a point; thence, South eighty-nine degrees fifty-two minutes and nine seconds East (S 89°52'09" E) for a distance of sixty and twenty-five hundredths feet (60.25') to a point; thence, North zero degrees fourteen minutes and forty-four seconds West (N 00°14'44" W) for a distance of thirty-two and seventy-three hundredths feet (32.73') to a point; thence, South eighty-nine degrees fifty-two minutes and nine seconds East (S 89°52'09" E) for a distance of six hundred thirty-two and twenty-eight hundredths feet (632.28') to a point; thence along the aforementioned West right-of-way line of Mercy Drive, South zero degrees seven minutes and forty-two seconds East (S 00°07'42" E) for a distance of three hundred forty-seven and thirty-nine hundredths feet (347.39') to the place of beginning.

EXHIBIT A-7

GULF SHORE CARE CENTER

That part of Farm 59, PINELLAS FARM, in the Southeast 1/4 of Section 19, Township 30 South, Range 16 East, as recorded in Plat Book 7, Pages 4 and 5, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, Pinellas County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Farm 59, PINELLAS FARMS, in the Southeast 1/4 of said Section 19; thence on the West Boundary thereof, North 00° 01' 54" East, a distance of 647.30 feet to the Northwest corner of said Farm 59; thence on the North boundary thereof, South 89° 11' 26" East, a distance of 647.93 feet to the Northeast corner of said Farm 59; thence on the East boundary thereof, South 00° 05' 55" East, a distance of 310.00 feet; thence departing said East boundary, North 89° 11' 26" West, a distance of 241.65 feet; thence South 53° 30' 42" West, a distance of 151.77 feet; thence South 00° 01' 54" West, a distance of 245.00 feet to the intersection with the South boundary of said Farm 59; thence on said South boundary, North 89° 15' 31" West, a distance of 285.00 feet, to the POINT OF BEGINNING.

LESS AND EXCEPT:

The West 15.00 feet and a portion of the South 15.00 feet of Farm 59, PINELLAS FARMS, in the Southeast 1/4 of Section 19, Township 30 South, Range 16 East, as recorded in Plat Book 7, Pages 4 and 5, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows:

From the Southwest corner of Farm 59, PINELLAS FARMS, in the Southeast 1/4 of said Section 19, as the Point of Beginning; thence South 89° 15' 31" East, along the South line of said Farm 59, 285.00 feet; thence North 00° 01' 54" East, 15.00 feet; thence North 89° 15' 31" West, along a line 15.00 feet North of and parallel to said South line of Farm 59, 270.00 feet; thence North 00° 01' 54" East, along a line 15.00 feet, East of and parallel to the West line of said Farm 59, 632.28 feet, to a point of intersection with the North line of said Farm 59; thence North 89° 11' 26" West, along said North line, 15.00 feet to the Northwest corner of said Farm 59; thence South 00° 01' 54" West, along the West line of said Farm 59, 647.30 feet to the Point of Beginning.

And being more particularly bounded and described as follows:

As-surveyed legal description

All that certain lot or parcel of ground situate in the City of Pinellas Park, County of Pinellas, State of Florida, bounded and described as follows:

Beginning at a point located on the North right-of-way line of 86th Avenue, said point being situate at the intersection of the East right-of-way line of 68th Street North with the aforementioned North right-of-way line of 86th Avenue; THENCE FROM THE PLACE OF BEGINNING along the

aforementioned East right-of-way line of 68th Street North, North zero degrees one minute and fifty-four seconds East (N 00°01'54" E) for a distance of six hundred thirty-two and twenty-eight hundredths feet (632.28') to a point; thence, South eighty-nine degrees eleven minutes and twenty-six seconds East (S 89°11'26" E) for a distance of six hundred thirty-two and ninety-three hundredths feet (632.93') to a point; thence, South zero degrees five minutes and fifty-five seconds East (S 00°05'55" E) for a distance of three hundred ten and no hundredths feet (310.00') to a point; thence, North eighty-nine degrees eleven minutes and twenty-six seconds West (N 89°11'26" W) for a distance of two hundred forty-one and sixty-five hundredths feet (241.65') to a point; thence, South fifty-three degrees thirty minutes and forty-two seconds West (S 53°30'42" W) for a distance of one hundred fifty-one and seventy-seven hundredths feet (151.77') to a point; thence, South zero degrees one minute and fifty-four seconds West (S 00°01'54" W) for a distance of two hundred thirty and no hundredths feet (230.00') to a point; thence along the aforementioned North right-of-way line of 86th Avenue, North eighty-nine degrees fifteen minutes and thirty-one seconds West (N 89°15'31" W) for a distance of two hundred seventy and no hundredths feet (270.00') to the place of beginning.

EXHIBIT A-8

TERRACES OF LAKE WORTH CARE CENTER

Lots 10 and 11, ROYAL PALM PARK, according to the Plat thereof recorded in Plat Book 4, Page 38, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Lots 40 and 41, ROYAL PALM PARK, according to the Plat thereof recorded in Plat Book 4, Page 38, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Lots 16 to 23 and Lots 42 to 45, ROYAL PALM PARK, according to the plat thereof recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 38, LESS and EXCEPT the following described parcels of land:

Parcel A:

That part of Lots 16, 44 and 45, ROYAL PALM PARK, according to the plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 38, being more particularly described as follows:

Begin at the Northwest corner of said Lot 16, thence South 88 degrees 12'01" East along the South boundary line of 6th Avenue South 173.67 feet to the Northeast corner of Lot 45, thence South 01 degrees 48'54" West 54.99 feet along the East boundary of Lot 45 and part of Lot 44, thence North 22 degrees 40'07" West 49.10 feet, thence North 80°49'21" West 29.11 feet, thence North 88 degrees 33'25" West 48.20 feet, thence North 88 degrees 17'44" West 60.10 feet, thence South 74 degrees 18'14" West 16.63 feet to the West boundary line of Lot 16, thence North 01 degrees 36' 06" East 15.00 feet to the Point of Beginning.

Parcel B:

A portion of Lots 16 and 45, ROYAL PALM PARK, according to the Plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 38, being more particularly described as follows:

Commence at the Northeast corner of said Lot 45; thence South 01 degrees 48'24" West along the East line of said Lot 45 a distance of 23.70 feet to the Easterly prolongation of the Southerly line of the herein described parcel being the proposed South Right of Way line of 6th Avenue South as shown on the Right of Way map recorded in Road Plat Book 4, Page 43, Public Records of Palm Beach County, Florida; thence North 80 degrees 08'13" West along said prolongation a distance of 15.38 feet to the Southeast corner of the herein described parcel and the Point of Beginning: thence North 80 degrees 08'13" West continuing along said Southerly line a distance of 83.02 feet: thence South 88 degrees 33'25" East a distance of 47.98 feet; thence South 86 degrees 49'21" East a distance of 29.11 feet thence South 22 degrees 40'07" East a distance of 12.35 feet to the Point of Beginning.

And being more particularly bounded and described as follows:

As-surveyed legal description

PARCEL "A"

All that certain lot or parcel of ground situate in City of Lake Worth, County of Palm Beach, State of Florida, bounded and described as follows:

Beginning at a point located on the South right-of-way line of 6th Avenue South, said point being situate South forty-two degrees fifty-four minutes and nine seconds West (S 42°54'09" W) a distance of fifty-three and sixty-nine hundredths feet (53.69') from a point located at the intersection of the centerline of South A Street with the centerline of aforementioned 6th Avenue South; THENCE FROM THE PLACE OF BEGINNING along the West right-of-way line of aforementioned South A Street, South twenty-two degrees forty minutes and seven seconds East (S 22°40'07" E) for a distance of thirty-six and seventy-five hundredths feet (36.75') to a point; thence further along the same, South one degree fifty-one minutes and thirty-seven seconds West (S 1°51'37" W) for a distance of one hundred ninety and one hundredth feet (190.01') to a point; thence, North eighty-eight degrees twelve minutes and one second West (N 88°12'01" W) for a distance of eighty-seven and seven hundredths feet (87.07') to a point; thence, South one degree thirty-nine minutes and fifty-nine seconds West (S 1°39'59" W) for a distance of eighty and no hundredths feet (80.00') to a point; thence, North eighty-eight degrees twelve minutes and one second West (N 88°12'01" W) for a distance of eighty-five and seventy-five hundredths feet (85.75') to a point; thence along the East right-of-way line of Royal Palm Drive, North one degree thirty-nine minutes and fifty-nine seconds East (N 1°39'59" E) for a distance of three hundred ten and no hundredths feet (310.00') to a point; thence along the aforementioned South right-of-way line of 6th Avenue South, North seventy-four degrees fifteen minutes and thirty-two seconds East (N 74°15'32" E) for a distance of sixteen and fifty-nine hundredths feet (16.59') to a point; thence further along the same, South eighty-eight degrees seventeen minutes and forty-four seconds East (S 88°17'44" E) for a distance of sixty and ten hundredths feet (60.10') to a point; thence still further along the same, South eighty degrees nine minutes and thirty-nine seconds East (S 80°09'39" E) for a distance of eighty-three and twenty-three hundredths feet (83.23') to the place of beginning.

PARCEL "B"

All that certain lot or parcel of ground situate in City of Lake Worth, County of Palm Beach, State of Florida, bounded and described as follows:

Beginning at a point located on the West right-of-way line of Royal Palm Drive, said point being situate South forty-two degrees fifty-four minutes and nine seconds West (S 42°54'09" W) a distance of fifty-three and sixty-nine hundredths feet (53.69'), North eighty degrees nine minutes and thirty-nine seconds West (N 80°09'39" W) a distance of eighty-three and twenty-three hundredths feet (83.23'), North eighty-eight degrees seventeen minutes and forty-four seconds West (N 88°17'44" W) a distance of sixty and ten hundredths feet (60.10'), South seventy-four

degrees fifteen minutes and thirty-two seconds West (S 74°15'32" W) a distance of sixteen and fifty-nine hundredths feet (16.59') and South twenty degrees six minutes and fifty-three seconds West (S 20°06'53" W) a distance of one hundred fifty-eight and no hundredths feet (158.00') from a point located at the intersection of the centerline of South A Street with the centerline of 6th Avenue South; THENCE FROM THE PLACE OF BEGINNING along the aforementioned West right-of-way line of Royal Palm Drive, South one degree thirty-nine minutes and fifty-nine seconds West (S 1°39'59" W) for a distance of eighty and no hundredths feet (80.00') to a point; thence, South eighty-eight degrees twelve minutes and one second East (S 88°12'01" E) for a distance of eighty-five and fifty hundredths feet (85.50') to a point; thence, North one degree thirty-nine minutes and fifty-nine seconds East (N 1°39'59" E) for a distance of eighty and no hundredths feet (80.00') to a point; thence, South eighty-eight degrees twelve minutes and one second East (S 88°12'01" E) for a distance of eighty-five and fifty hundredths feet (85.50') to the place of beginning.

EXHIBIT A-9

PALMETTO CARE CENTER

Lots 12-16 inclusive Block 2, of BARACOA SUBDIVISION, according to the Plat thereof, as recorded Plat Book 125, Page 38 of the Public Records of Miami-Dade County, Florida, and Lots 17-21 inclusive, Block 2 of SECOND ADDITION TO BARACOA, according to the Plat thereof, as recorded in Plat Book 126, Page 96 of the Public Records of Miami-Dade County, Florida.

And being more particularly bounded and described as follows:

As-surveyed legal description

All that certain lot or parcel of ground situate in the City of Hialeah, County of Miami-Dade, State of Florida, bounded and described as follows:

Beginning at a point located on the South right-of-way line of West 68th Street, said point being situate South forty-nine degrees thirty-one minutes and thirty seconds West (S 49°31'30" W) a distance of sixty-two and nine hundredths feet (62.09') from a point located at the intersection of the projected centerline of West 22nd Court with the centerline of aforementioned West 68th Street; THENCE FROM THE PLACE OF BEGINNING around a curve leading from the aforementioned South right-of-way line of West 68th Street to the West right-of-way line of aforementioned West 22nd Court, said curve having an angle of eighty-seven degrees forty-five minutes and eighteen seconds (87°45'18"), a radius of twenty-five and no hundredths feet (25.00'), a tangent of twenty-four and four hundredths feet (24.04'), an arc of thirty-eight and twenty-nine hundredths feet (38.29'), for a chord course of South forty-six degrees twenty-nine minutes and twenty-seven seconds East (S 46°29'27" E) for a chord distance of thirty-four and sixty-six hundredths feet (34.66') to a point; thence along the aforementioned West right-of-way line of West 22nd Court, South two degrees thirty-six minutes and forty-eight seconds East (S 2°36'48" E) for a distance of three hundred fifty-seven and ninety-six hundredths feet (357.96') to a point; thence, South eighty-nine degrees thirty-seven minutes and fifty-four seconds West (S 89°37'54" W) for a distance of ninety-three and seventy-one hundredths feet (93.71') to a point; thence, North two degrees thirty-six minutes and forty-four seconds West (N 2°36'44" W) for a distance of two and forty-four hundredths feet (2.44') to a point; thence, South eighty-seven degrees twenty-three minutes and twenty-eight seconds West (S 87°23'28" W) for a distance of one hundred seven and fifty-seven hundredths feet (107.57') to a point; thence along the East right-of-way line of West 22nd Lane, around a curve having an angle of fourteen degrees thirty-two minutes and twenty-seven seconds (14°32'27"), a radius of two hundred ninety-six and thirty-two hundredths feet (296.32'), a tangent of thirty-seven and eighty hundredths feet (37.80'), an arc of seventy-five and twenty hundredths feet (75.20'), for a chord course of North nine degrees fifty-seven minutes and forty-five seconds West (N 9°57'45" W) for a chord distance of seventy-five and no hundredths feet (75.00') to a point; thence further along the same, around a curve having an angle of fourteen degrees thirty-seven minutes and eighteen seconds (14°37'18"), a radius of two hundred forty-six and thirty-three hundredths feet (246.33'), a tangent of thirty-one and sixty hundredths feet (31.60'), an arc of sixty-two and eighty-six hundredths feet (62.86'), for a chord course of North

nine degrees fifty-five minutes and nineteen seconds West (N 9°55'19" W) for a chord distance of sixty-two and sixty-nine hundredths feet (62.69') to a point; thence still further along the same, North two degrees thirty-six minutes and forty seconds West (N 2°36'40" W) for a distance of two hundred twenty-one and eighty-nine hundredths feet (221.89') to a point; thence around a curve leading from the aforementioned East right-of-way line of West 22nd Lane to the aforementioned South right-of-way line of West 68th Street, said curve having an angle of ninety-two degrees fourteen minutes and thirty-four seconds (92°14'34"), a radius of twenty-five and no hundredths feet (25.00'), a tangent of twenty-six and no hundredths feet (26.00'), an arc of forty and twenty-five hundredths feet (40.25'), for a chord course of North forty-three degrees thirty minutes and thirty-seven seconds East (N 43°30'37" E) for a chord distance of thirty-six and four hundredths feet (36.04') to a point; thence along the aforementioned South right-of-way line of West 68th Street, North eighty-nine degrees thirty-seven minutes and fifty-four seconds East (N 89°37'54" E) for a distance of one hundred sixty-eight and ninety hundredths feet (168.90') to the place of beginning.

EXHIBIT A-10

WILLISTON CARE CENTER

PARCEL A:

All of Lots 6, 7, 10, and 11 of Block 16 of C.S. Noble Survey and Plat of Town of Williston, according to Map thereof on file and of record in the Office of the Clerk of the Circuit Court for Levy County, Florida; and all that part of Lot 3 of said Block 16 of said C.S. Noble Survey and Plat of Town of Williston that lies and is South of the presently existing right-of-way of relocated extension of Cooper Avenue, more particularly described as: Begin at the Southeast corner of said Lot 3 of Block 16 and run thence West to the Southwest corner of said Lot 3; run thence North along the West line of said Lot 3 a distance of 11.0 feet, more or less, to a point in the South right-of-way line of re-located and existing Cooper Avenue; run thence Northeasterly along the South right-of-way line of re-located Cooper Avenue to a point in the East line of said Lot 3; run thence South along the East line of said Lot 3 a distance of 57.0 feet, more or less, to the Point of Beginning.

ALSO:

The East 1/2 of all that portion of Levy Street vacated by the City of Williston, Florida, pursuant to Ordinance 188, effective February 6, 1968, lying and being within the corporate limits of the City of Williston, according to the Plat of the streets and sidewalks of the said City recorded in Plat Book 1, at Page 1, of the Public Records of Levy County, Florida, and more particularly described as being that portion of Levy Street extending from the South line of Cooper Avenue on the North and running in a Southerly direction to the North line of Marion Avenue on the South.

AND:

PARCEL B:

That part of Northeast 1/4 of Northwest 1/4 of Section 6, Township 13 South, Range 19 East within the City of Williston, in Northwest corner of said Northeast 1/4 of Northwest 1/4 of said Section 6 that is more particularly described as follows: That certain tract of land in the shape of a quadrilateral, bounded on the South by the North line of Marion Avenue, if said Marion Avenue be extended Westwardly from the Plat and Survey made by C.S. Noble; on the East by the West line of Levy Street according to C.S. Noble Survey and Plat of Town of Williston; on the North by Township line between Township 12 and 13; and bounded on West by the East line of Hammock Street as said street is shown on Plat of Williston Heights Subdivision, Levy County, Florida.

ALSO:

The West 1/2 of all that portion of Levy Street vacated by the City of Williston pursuant to Ordinance 188, effective February 6, 1968, lying and being within the corporate limits of the City of Williston, Florida; according to the Plat of the streets and sidewalks of the said City recorded in

Plat Book 1, Page 1, of the Public Records of Levy County, Florida, and more particularly described as being that portion of Levy Street extending from the South line of Cooper Avenue on the North and running in a Southerly direction to the North line of Marion Avenue on the South.

THE ABOVE DESCRIBED PROPERTY BEING ALSO DESCRIBED AS FOLLOWS:

That part of Block 16 of the C.S. Noble Survey of the "Map of Williston", as per Plat recorded in Plat Book 1, Page 1, of the Public Records of Levy County, Florida and also that part of the Northeast 1/4 of the Northwest 1/4 of Section 6, Township 13 South, Range 19 East, of said Levy County, being more particularly described as follows:

Commence at the Northwest corner of said Section 6 for a Point of Reference; thence South 88° 43' 17" East along the North line of said Section 6, a distance of 1347.13 feet to an intersection with the Northerly prolongation of the Easterly right-of-way line of Northwest 4th Street (Hammock Street); thence South 01° 13' 50" East along the said Northerly prolongation, a distance of 65.28 feet to an intersection with the Southerly right-of-way line of Northwest 2nd Avenue (Cooper Avenue) for the Point of Beginning; thence South 86° 28' 45" East along the said Southerly right-of-way line, a distance of 217.10 feet to an intersection with the Westerly right-of-way line of Old Levy Street (Closed), as per Plat by said C.S. Noble; thence North 79° 07' 46" East across the right-of-way of said Old Levy Street (Closed), a distance of 47.94 feet to an intersection with the Easterly right-of-way of said Old Levy Street (Closed) and the Westerly line of said Block 16; thence North 61° 31' 01" East along the said Southerly right-of-way line, a distance of 119.97 feet to an intersection with the Easterly line of the West 1/2 of said Block 16; thence South 10° 51' 12" East along the said Easterly line of the West 1/2 of Block 16 and along the Easterly line of Lots 3, 6, 7, 10 and 11 of said Block 16, a distance of 317.65 feet to an intersection with the Northerly right-of-way line of Northwest 1st Avenue (Marion Avenue), also being the Southerly line of said Block 16; thence South 79° 16' 55" West along the said Northerly right-of-way line and along the said Southerly line of Block 16, and across said Old Levy Street (Closed), a distance of 429.26 feet to an intersection with the said Easterly right-of-way line of Northwest 4th Street; thence North 01° 13' 50" West along the said Easterly right-of-way line, a distance of 338.96 feet to an intersection with the said Southerly right-of-way line of Northwest 2nd Avenue and the Point of Beginning.

THE ABOVE DESCRIBED PROPERTY BEING NOW KNOWN AS:

That certain parcel of land situate, lying and being in Levy County, Florida, described as follows:

BEGINNING at a point located on the South right-of-way line of NW 2nd Avenue, said point being situate at the intersection of the East right-of-way line of NW 4th Street with the aforementioned South right-of-way line of NW 2nd Avenue (the "POINT OF BEGINNING"); thence run along said South right-of-way line of NW 2nd Avenue, South 86° 28' 45" East, a distance of 217.10 feet; thence further along the same, North 79° 07' 46" East, a distance of 47.94 feet; thence still further along the same, North 61° 31' 01" East, a distance of 119.97 feet; thence South 10° 51' 12" East, a

distance of 317.65 feet; thence along the North right-of-way line of NW 1st Avenue, South 79° 16' 55" West, a distance of 429.26 feet; thence along the East right-of-way line of NW 4th Street, North 01° 13' 50" West, a distance of 338.96 feet to the POINT OF BEGINNING.

EXHIBIT A-11

WOODBRIDGE CARE CENTER

Parcel A:

Lot 4 and the North 102 feet of Lot 5 of ROCKY FORD SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 3, Page 89, of the public records of Hillsborough County, Florida, LESS that portion described as beginning at the Northwest corner of said Lot 4, run thence East 255 feet, thence South 200 feet, thence West 255 feet, thence North 200 feet to the Point of Beginning; and LESS the West 15 feet thereof.

Parcel B:

The South 60 feet of the following described property: From the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 28 South, Range 17 East, Hillsborough County, Florida and run thence South 00 degrees 44 minutes 41 seconds East, 993.97 feet for a Point of Beginning; run thence South 00 degrees 44 minutes 41 seconds East, 360.00 feet; thence East, 120.00 feet; thence North 360.00 feet parallel with the Western boundary; thence West 120.00 feet to the Point of Beginning.

EXHIBIT B

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. 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 Master Landlord, subleasing the Leased Premises to affiliated Subtenants; and (ii) transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

B. 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;

C. does not have and will not have any assets other than those (i) related to the Leased Premises or its ownership interest in the entity 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;

D. 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;

E. 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;

F. has not failed and will not fail to correct any known misunderstanding regarding its separate identity;

G. 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. 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;

H. has maintained and will maintain its own records, books, resolutions and agreements;

I. 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 other than pursuant to a credit and accounts receivable financing agreement, if any;

J. has held and will hold its assets in its own name;

K. has conducted and will conduct its business in its name or in a name franchised or licensed to it by an entity other than Master Landlord, except for services rendered under a business management services agreement with its 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 Master Landlord;

L. 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;

M. 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;

N. has observed and will observe all limited liability company formalities;

O. 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 Master Tenant, (iii) such other liabilities that are permitted under the Lease, and (iv) such other liabilities as are expressly permitted pursuant to this Agreement;

P. 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 referred to in subsection (o);

Q. has not and will not acquire obligations or securities of its members or of any other Affiliate;

R. 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;

S. 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;

T. has not pledged and will not pledge its assets for the benefit of any other Person;

U. 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 Master 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 Master Landlord;

V. 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;

W. 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;

X. 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;

Y. 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 its 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;

Z. 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;

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

BB. does not and will not have any of its obligations guaranteed by any of its affiliates;

CC. 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;

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

EE. has caused and will cause all representatives of Master Tenant to act at all times with respect to Master Tenant consistently and in furtherance of the foregoing;

FF. has not and will not form, acquire, or hold any subsidiary or own any equity interest in any other entity;

GG. anything herein to the contrary notwithstanding, expressly permitted herein is the execution, delivery, consummation and performance under the HUD Loan Documents;

SIXTH AMENDMENT TO HUD FACILITIES MASTER LEASE

This Sixth Amendment to HUD Facilities Master Lease (Master Landlord) (this "Amendment") dated as of December 1, 2015, by and among the entities set forth and so designated on Exhibit A, attached hereto and made a part hereof (individually, a "Facility Landlord", and collectively, the "Landlords" or "Landlord"), and TL HEALTHCARE HOLDINGS LLC, a Delaware limited liability company ("Tenant").

WHEREAS, the Landlords and Tenant have previously entered into that certain HUD Facilities Master Lease (Master Landlord), dated as of October 22, 2012, as amended (the "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 under the column "Facilities" on Exhibit A, which real property is owned by the applicable Facility Landlord identified on Exhibit A, and which real property is further described in Exhibits B-1 through B-18 attached to the Lease and made a part hereof by reference (individually, a "Facility", and collectively, the "Demised Premises"); and

WHEREAS, the Landlord and Tenant desire to amend the Lease, as provided herein, in order to reflect the transfer of operations of certain Facilities to new subtenants and sub-subtenants;

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. Exhibits A-1 and A-2 are replaced in their entirety by Exhibit A as attached hereto.

3. 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.

[*SIGNATURE PAGE FOLLOWS*]

FACILITY LANDLORD SIGNATURE PAGE
FOR
AMENDMENT TO MASTER LEASE AGREEMENT

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

FACILITY LANDLORDS:
395 EAST MIDDLE ROAD LLC, a Pennsylvania limited liability company;
ATMPRE LLC, a Florida limited liability company;
1599 LOMALAND DR LLC, a Texas limited liability company;
3034 SOUTH DUPONT LLC, a Delaware limited liability company;
1000 SW 16th AVE LLC, a Florida limited liability company;
3370 47th TERRACE LLC, a Florida limited liability company;
SPRE LLC, a Florida limited liability company;
PRERM LLC, a Florida limited liability company;
ORRE LLC, a Florida limited liability company;
PALRE LLC, a Florida limited liability company;
FL SHLF1 RE, LLC, a Florida limited liability company;
6767 86th AVENUE LLC, a Florida limited liability company;
WOODRE LLC, a Florida limited liability company;
IVY HILL REAL ESTATE LLC, a Pennsylvania limited liability company;
820 DURHAM ROAD LLC, a Pennsylvania limited liability company;
283 EAST LANCASTER AVENUE LLC, a Pennsylvania limited liability company; and
WASHINGTON STREET REAL ESTATE LLC, a Delaware limited liability company

By: _____
Name: Teddy Lichtschein
As Authorized Member of each of the above entities intending to legally bind each of such entities by this signature in such capacity

300 NW 1st AVE LLC,
a Florida limited liability company

By: _____
Name: Teddy Lichtschein
Its: Authorized Signatory

[*SIGNATURE PAGES CONTINUE*]

TENANT SIGNATURE PAGE
FOR
AMENDMENT TO MASTER LEASE AGREEMENT

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

TENANT:

TL HEALTHCARE HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name Teddy Lichtschein
Its: Authorized Member

EXHIBIT A

Facility Landlord	Facility	Base Rent and Commencement Date	Subtenant	Sub-Subtenant
395 EAST MIDDLE ROAD LLC, a Pennsylvania limited liability company	Birchwood Rehabilitation and Nursing Center 395 East Middle Road, Nanticoke, PA 18634 Legal Desc Exh B-1	$848,189.52/year October 22, 2012	BIRCHWOOD SNF LLC, a Pennsylvania limited liability company	N/A
ATMPRE LLC, a Florida limited liability company	Excel Care Center 2811 Campus Hill Drive Tampa, Florida 33612 Legal Desc Exh B-2	$1,534,243.00/year October 23, 2012	CARE MASTER TENANT INC, a Florida corporation	EXCEL FACILITY INC, a Florida corporation
1599 LOMALAND DR LLC, a Texas limited liability company	Vista Hills Health Care Center 1599 Lomaland Drive El Paso, Texas 79935 Legal Desc Exh B-3	$1,062,597.00/year October 22, 2012	TX MASTER TENANT LLC, a Texas limited liability company	VISTA HILLS SNF LLC, a Texas limited liability company
3034 SOUTH DUPONT LLC, a Delaware limited liability company	Pinnacle Rehab and Health Center 3034 South Dupont Smyrna, Delaware 19977 Legal Desc Exh B-4	$1,866,360.00/year October 22, 2012	GREEN VALLEY SNF LLC, a Delaware limited liability company	N/A
1000 SW 16th Ave LLC, a Florida limited liability company	Parklands Care Center 1000 SW 16th Avenue Gainesville, Florida 32601 Legal Desc Exh B-5	$1,507,963.26/year October 23, 2012	CARE MASTER TENANT INC, a Florida corporation	PARKLANDS FACILITY INC, a Florida corporation

Facility Landlord	Facility	Base Rent and Commencement Date	Subtenant	Sub-Subtenant
3370 47th Terrace LLC, a Florida limited liability company	The Palms Care Center 3370 47th Terrace Lauderdale Lakes, Florida 33319 Legal Desc Exh B-6	$1,350,000.00/year October 23, 2012	CARE MASTER TENANT INC, a Florida corporation	PALMS FACILITY INC, a Florida corporation
SPRE LLC, a Florida limited liability company	Bayside Care Center 811 Jackson St. North St. Petersburg, Florida 33705 Legal Desc Exh B-7	$1,236,529.87/year December 19, 2012	FL MASTER TENANT LLC, a Florida limited liability company	BAYSIDE FACILITY INC, a Florida corporation
PRERM LLC, a Florida limited liability company	Madison Pointe Care Center 6020 Indiana Avenue New Port Richey, Florida 34653 Legal Desc Exh B-8	$1,599,424.54/year December 19, 2012	CARE MASTER TENANT INC, a Florida corporation	MADISON FACILITY INC, a Florida corporation
ORRE LLC, a Florida limited liability company	Courtyards of Orlando Care Center 1900 Mercy Drive Orlando, Florida 32808 Legal Desc Exh B-9	$1,612,865.05/year December 19, 2012	CARE MASTER TENANT INC, a Florida corporation	COURTYARDS FACILITY INC, a Florida corporation
6767 86th Ave LLC, a Florida limited liability company	Gulf Shore Care Center 6767 86th Avenue North Pinellas Park, Florida 33782 Legal Desc Exh B-10	$1,311,272.40/year December 19, 2012	CARE MASTER TENANT INC, a Florida corporation	GULF SHORE FACILITY INC, a Florida corporation

Facility Landlord	Facility	Base Rent and Commencement Date	Subtenant	Sub-Subtenant
FL SHLF1 RE, LLC, a Florida limited liability company	Terraces of Lake Worth Care Center 1711 6th Avenue South Lake Worth, Florida 33460 Legal Desc Exh B-11	$791,858.00/year December 19, 2012	CARE MASTER TENANT INC, a Florida corporation	TERRACES FACILITY INC, a Florida corporation
PALRE LLC, a Florida limited liability company	Palmetto Care Center 6750 West 22nd Court Hialeah, Florida 33016 Legal Desc Exh B-12	$1,542,927.72/year December 19, 2012	CARE MASTER TENANT INC, a Florida corporation	PALMETTO FACILITY INC, a Florida corporation
300 NW 1st Ave LLC, a Florida limited liability company	Williston Care Center 300 NW 1st Avenue Williston, Florida 32696 Legal Desc Exh B-13 120 Beds	$1,273,080.00/year April 3, 2014	CARE MASTER TENANT INC, a Florida corporation	WILLISTON FACILITY INC, a Florida corporation
WOODRE LLC, a Florida limited liability company	Woodbridge Care Center 8720 Jackson Springs Road Tampa, Florida 33615 Legal Desc Exh B-14 120 Beds	$1,605,035.61/year April 3, 2014	CARE MASTER TENANT INC, a Florida corporation	WOODBRIDGE FACILITY INC, a Florida corporation
IVY HILL REAL ESTATE LLC, a Pennsylvania limited liability company	Ivy Hill Rehabilitation and Nursing Center 1401 Ivy Hill Road Wyndmoor, Pennsylvania 19150 Legal Desc Exh B-15 145 Beds	$1,901,345.04/year April 3, 2014	Ivy Hill SNF, LLC, Pennsylvania limited liability company	N/A

Facility Landlord	Facility	Base Rent and Commencement Date	Subtenant	Sub-Subtenant
820 DURHAM ROAD LLC, a Pennsylvania limited liability company	Buckingham Valley Rehabilitation & Nursing Center 820 Durham Road Newtown, Pennsylvania 18912 Legal Desc Exh B-16 130 Beds	$1,704,654.12/year April 3, 2014	Buckingham SNF LLC, Pennsylvania limited liability company	N/A
WASHINGTON STREET REAL ESTATE LLC, a Delaware limited liability company	Atlantic Shores Rehabilitation & Health Center 231 South Washington Street Millsboro, Delaware 19966 Legal Desc Exh B-18 181 Beds	$2,373,408.00/year August 28, 2014	GREEN VALLEY TERRACE SNF LLC, a Delaware limited liability company	N/A
283 EAST LANCASTER AVENUE LLC, a Pennsylvania limited liability company	Chester Valley Rehabilitation and Nursing Center 283 Lancaster Avenue Malvern, Pennsylvania 13955 Legal Desc Exh B-17 184 Beds	$1,756,850.40/year September 23, 2014	CHESTER VALLEY SNF LLC, Pennsylvania limited liability company	N/A