BOOK 10933PG714

#132

This instrument prepared by:

Michael A. Kimelman, Esq.
Sullivan & Cromwell
125 Broad Street
New York, New York 10004

Record and Return to:

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attention: Michael A. Kimelman, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of the 30th day of April, 1998, among Vencor, Inc. (which will change its name to "Ventas, Inc."), a Delaware corporation, First Healthcare Corporation, a Delaware corporation, Nationwide Care, Inc., an Indiana corporation, Ventas Realty, Limited Partnership, a Delaware limited partnership, Northwest Health Care, Inc., an Idaho corporation, Hillhaven of Central Florida, Inc., a Delaware corporation, Vencor Hospitals East, Inc., a Delaware corporation, Hahnemann Hospital, Inc., a Delaware corporation, Hillhaven/Indiana Partnership, a Washington general partnership, Carrollwood Care Center, a Tennessee general partnership, New Pond Village Associates, a Massachusetts general partnership, St. George Nursing Home Limited Partnership, an Oregon limited partnership, San Marcos Nursing Home Partnership, a California general partnership, Vencor Hospitals Illinois, Inc., a Delaware corporation, Windsor Woods Nursing Home Partnership, a Washington general partnership, Oak Hill Nursing Associates, L.P., a Rhode Island limited partnership, Health Haven Associates, L.P., a Rhode Island limited partnership, each having its principal address at 400 West Market Street, Suite 3300, Aegon Center, Louisville, KY 40202 (collectively "Landlord"), Vencor Healthcare, Inc. (which will change its name to "Vencor, Inc.") (together with its permitted assigns, including Vencor Operating, Inc., "Tenant"), a Delaware corporation, Suite 3300, Aegon Center, Louisville, KY 40202 and Vencor Operating, Inc. ("Assignee"), a Delaware corporation with a mailing address at 400 West Market Street, Suite 3300, Aegon Center, Louisville, KY 40202.

WHEREAS, Landlord and Tenant have entered into that certain unrecorded Lease Agreement, dated as of the date hereof (the "Lease"), covering that certain real property and appurtenances located in the County of Davidson, State of Tennessee, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Leased Premises");

WHEREAS, Tenant and Assignee have entered into that certain unrecorded Assignment and Assumption Agreement, dated as of the date hereof, assigning all of Tenant's duties and obligations under the Lease to Assignee and Assignee's agreement to assume such duties and obligations, as more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Landlord, Tenant and Assignee desire to have the existence of the Lease become a matter of public record;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

A. Landlord hereby leases to Tenant and Tenant takes and leases from Landlord the Leased Premises pursuant to the terms and conditions of the Lease.

B. Tenant shall have and hold the Leased Premises for a term commencing on the date set forth on Exhibit C, and, unless sooner terminated as otherwise provided therein, shall expire on the date set forth on Exhibit C. Thereafter, the term may be extended by Tenant for up to three additional extended terms of five years each.

C. Tenant shall have a right of first refusal to purchase the Property from Landlord during the first three years of the initial term.

D. Tenant and Landlord agree that the party obligated to cause or pay for any maintenance, repair, replacements, alterations or improvements to the Leased Premises shall not permit any lien to be filed against the Leased Premises as a result of such activities. To the extent recognized by applicable law, no lien arising as a result of Tenant's activities shall affect Landlord's ownership interest in the Leased Premises and no lien arising as a result of Landlord's activities shall affect or take priority over Tenant's leasehold interest in the Premises.

E. The Lease and all rights of Tenant thereunder are subject and subordinate to all mortgages and all superior leases which may now or hereafter affect Landlord's interest in the Leased Premises and any interest of any superior lessor (all such leases and mortgages, collectively, the "Superior Mortgages") and to all renewals, modifications, consolidations, replacements and extensions of the Superior Mortgages so long as Tenant shall receive a so-called "non-disturbance" agreement in favor of Tenant from the holder of any such Superior Mortgagee on such holder's commercially reasonable standard form.

F. Tenant, with the consent of Landlord, hereby assigns to Assignee and Assignee takes from Tenant the Leased Premises pursuant to the terms and conditions of the Lease.

G. This Memorandum is being executed solely to give notice of the Lease and is not intended to amend the Lease in any respect.

IN WITNESS WHEREOF, Landlord, Tenant and Assignee have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

WITNESSES:

LANDLORD:

By: VENCOR, INC. (to be known as VENTAS, INC.), a Delaware corporation

By: _____
Name:
Title:

ATTEST: _____
Name:
Title: Joseph L. Landenwich
Secretary and Vice President

T. Richard Riney
Vice President and Corporate
Assistant Secretary

WITNESSES:

LANDLORD:

By: FIRST HEALTHCARE CORPORATION, a Delaware corporation

By: _____
Name:
Title:

ATTEST: _____
Name:
Title: Joseph L. Landenwich
Secretary and Vice President

T. Richard Riney
Vice President and Corporate
Assistant Secretary

WITNESSES:

LANDLORD:

By: NATIONWIDE CARE, INC.,
an Indiana corporation

By: _____
Name:
Title:

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

T. Richard Riney
Vice President and Corporate
Assistant Secretary

WITNESSES:

LANDLORD:

By: VENTAS REALTY, LIMITED
PARTNERSHIP, a Delaware
limited partnership

By: VENCOR, INC. (to be known
as VENTAS, INC.), a Delaware
corporation, its general partner

By: _____
Name:
Title:

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

T. Richard Riney
Vice President and Corporate
Assistant Secretary

BOOK 10933PG718

WITNESSES:

LANDLORD:

By: NORTHWEST HEALTHCARE, INC.,
an Idaho corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

WITNESSES:

LANDLORD:

By: HILLHAVEN OF CENTRAL
FLORIDA, INC., a Delaware
corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title:
Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: VENCOR HOSPITALS EAST, INC.,
a Delaware corporation

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title
Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: HAHNEMANN HOSPITAL, INC.,
a Delaware corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title

Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: HILLHAVEN/INDIANA PARTNERSHIP, a Washington general partnership

By: FIRST HEALTHCARE CORPORATION, a Delaware corporation, its general partner

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name:
Title:

Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

By: NATIONWIDE CARE, INC., an Indiana corporation, its general partner

By: _____
Name:
Title:

ATTEST:

Name:
Title:

Joseph L. Landenwich
Secretary and Vice President

T. Richard Riney
Vice President and Corporate Assistant Secretary

WITNESSES:

LANDLORD:

By: CARROLLWOOD CARE CENTER,
a Tennessee general partnership

By: FIRST HEALTHCARE
CORPORATION, a Delaware
corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

By: HILLHAVEN OF CENTRAL
FLORIDA, INC., a Delaware
corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

BOOK 10933PG722

WITNESSES:

LANDLORD:

By: NEW POND VILLAGE ASSOCIATES,
a Massachusetts general partnership

By: FIRST HEALTHCARE
CORPORATION, a Delaware
corporation, its general partner

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

By: NATIONWIDE CARE, INC.,
an Indiana corporation, its
general partner

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title:
Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: ST. GEORGE NURSING HOME LIMITED PARTNERSHIP, an Oregon limited partnership

By: NATIONWIDE CARE, INC., an Indiana corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: SAN MARCOS NURSING HOME PARTNERSHIP, a California general partnership

By: FIRST HEALTHCARE CORPORATION, a Delaware corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

Witness

By: NATIONWIDE CARE, INC.,
an Indiana corporation, its
general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

LANDLORD:

By: VENCOR HOSPITALS ILLINOIS,
INC., a Delaware corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name:
Title

Joseph L. Landenwich
Secretary and Vice President

BOOK 10933PG725

WITNESSES:

LANDLORD:

By: WINDSOR WOODS NURSING HOME PARTNERSHIP, a Washington general partnership

By: FIRST HEALTHCARE CORPORATION, a Delaware corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

WITNESSES:

By: VENCOR, INC., a Delaware corporation, its general partner

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name:
Title: Joseph L. Landenwich
Secretary and Vice President

BOOK 1093PG726

WITNESSES:

LANDLORD:

By: OAK HILL NURSING ASSOCIATES, L.P., a Rhode Island limited partnership

By: PERSONACARE OF RHODE ISLAND, INC., a Rhode Island corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

WITNESSES:

LANDLORD:

By: HEALTH HAVEN, ASSOCIATES, L.P., a Rhode Island limited partnership

By: PERSONACARE OF RHODE ISLAND, INC., a Rhode Island corporation, its general partner

By: _____
Name:
Title: T. Richard Riney
Vice President and Corporate Assistant Secretary

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

T. Richard Riney
Vice President and Corporate Assistant Secretary

BOOK 10933PG727

WITNESSES:

TENANT:

By: VENCOR HEALTHCARE, INC.,
a Delaware corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

WITNESSES:

TENANT/ASSIGNEE:

By: VENCOR OPERATING, INC.,
a Delaware corporation

By: _____
Name:
Title:

T. Richard Riney
Vice President and Corporate
Assistant Secretary

ATTEST:

Name: Joseph L. Landenwich
Title: Secretary and Vice President

Send tax bill and correspondence to Assignee at:
Vencor Operating, Inc.
Suite 3300
Aegon Center
Louisville, KY 40202

BOOK 10933PG728

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged his self to be the Vice President of Vencor, Inc. (to be known as Ventas, Inc.), the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

My Commission Expires: _____

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged his self to be the Vice President of First Healthcare Corporation, the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

My Commission Expires: _____

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

[APPLY SEAL]

BOOK 1093PG729

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rizzo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Nationwide Care, Inc., the within named Landlord, an Indiana corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rizzo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor, Inc. (to be known as Ventas, Inc.), a Delaware corporation, as general partner of Ventas Realty, Limited Partnership, a Delaware limited partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

BOOK 10933PG730

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rivers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Northwest Healthcare, Inc., the within named Landlord, an Idaho corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rivers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Hillhaven of Central Florida, Inc., the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor Hospitals East, Inc., the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Hahnemann Hospital, Inc., the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

BOOK 1093 PG 732

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rowley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged h- self to be the Vice President of First Healthcare Corporation, a Delaware corporation, as general partner of Hillhaven/Indiana Partnership, a Washington general partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by h- self as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified In Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rowley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged h- self to be the Vice President of Nationwide Care, Inc., an Indiana corporation, as general partner of Hillhaven/Indiana Partnership, a Washington general partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by h- self as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified In Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of First Healthcare Corporation, a Delaware corporation, as general partner of Carrollwood Care Center, a Tennessee general partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be the Vice President of Hillhaven of Central Florida, Inc., a Delaware corporation, as general partner of Carrollwood Care Center, a Tennessee general partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

BOOK 19933PG734

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be the Vice President of First Healthcare Corporation, a Delaware corporation, as general partner of New Pond Village Associates, a Massachusetts general partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Nationwide Care, Inc., an Indiana corporation, as general partner of New Pond Village Associates, a Massachusetts general partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be the Vice President of Nationwide Care, Inc., an Indiana corporation, as general partner of St. George Nursing Home Limited Partnership, an Oregon limited partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 31st day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be the Vice President of First Healthcare Corporation, a Delaware corporation, as general partner of San Marcos Nursing Home Partnership, a California general partnership, the within named Landlord, and that _he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rivoy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Nationwide Care, Inc., an Indiana corporation, as general partner of San Marcos Nursing Home Partnership, a California general partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rivoy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor Hospitals Illinois, Inc., the within named Landlord, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

BOOK 1993PG737

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of First Healthcare Corporation, a Delaware corporation, as general partner of Windsor Woods Nursing Home Partnership, a Washington general partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor, Inc., a Delaware corporation, as general partner of Windsor Woods Nursing Home Partnership, a Washington general partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

My Commission Expires: _____

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of PersonaCare of Rhode Island, Inc., a Rhode Island corporation, as general partner of Oak Hill Nursing Associates, L.P., a Rhode Island limited partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Riney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of PersonaCare of Rhode Island, Inc., a Rhode Island corporation, as general partner of Health Haven Associates, L.P., a Rhode Island limited partnership, the within named Landlord, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office, this 30th day of April, 1998.

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

Notary Public

My Commission Expires: _____

[APPLY SEAL

BOOK 1093PG739

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rhea, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor Healthcare, Inc., the within named Tenant, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

My Commission Expires:

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

[APPLY SEAL]

STATE OF New York

COUNTY OF New York

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Richard Rhea, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Vencor Operating, Inc., the within named Tenant/Assignee, a Delaware corporation, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

WITNESS my hand, at office, this 30th day of April, 1998.

Notary Public

My Commission Expires:

GREGORY S. ROWLAND
Notary Public, State of New York
No. 01RO6000624
Qualified in Kings County
Commission Expires Dec. 22, 1999

[APPLY SEAL]

mlg:676
NTP.109231
F:\USERS\676\VENCOR\MEMORAN3.LEA
4/29/98

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section 1, Madison Medical Center, of record in Book 4060, page 123, Register's Office for Davidson County, Tennessee, and more full described in said plan of record.

The above described property was conveyed to First Healthcare Corporation, a Delaware corporation, by Deed from NME Properties, Inc., formerly, Hillhaven, Inc., a Delaware corporation, of record in Book 8784, page 749, Register's Office for Davidson County, Tennessee.

This policy valid only if Schedule B is attached.

WH#132
Madison Healthcare & Rehab Ctr.
431 Larkin Springs Road
Madison, TN 37115-5099

The Master Lease also covers properties located in other counties and/or states.

EXHIBIT B

BOOK 1 0933PG741

Assignment and Assumption of Master Lease

This Assignment and Assumption of Master Lease made this 30th day of April, 1998 by and between Vencor Healthcare, Inc (which will change its name to "Vencor, Inc."), a Delaware corporation ("Assignor"), and Vencor Operating, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to a certain Lease Agreement (as the same has been amended, modified and/or supplemented to date, the "Master Lease") dated as of April 30, 1998 by and between Vencor, Inc. (which will change its name to "Ventas, Inc."), a Delaware corporation, First Healthcare Corporation, a Delaware corporation, Nationwide Care, Inc., an Indiana corporation, Northwest Health Care, Inc., an Idaho corporation, Hillhaven of Central Florida, Inc., a Delaware corporation, Vencor Hospitals East, Inc., a Delaware corporation, Hahnemann Hospital, Inc., a Delaware corporation, Hillhaven/Indiana Partnership, a Washington general partnership, Carrollwood Care Center, a Tennessee general partnership, New Pond Village Associates, a Massachusetts general partnership, St. George Nursing Home Limited Partnership, an Oregon limited partnership, San Marcos Nursing Home Partnership, a California general partnership, Vencor Hospitals Illinois, Inc., a Delaware corporation, Windsor Woods Nursing Home Partnership, a Washington general partnership, Health Haven Associates, L.P., a Rhode Island limited partnership, Oak Hill Nursing Associates, L.P., a Rhode Island limited partnership, and Ventas Realty, Limited Partnership, a Delaware limited partnership, as Landlord, and Assignor (together with its permitted assigns, including Assignee), as Tenant, which Master Lease covers the properties as more particularly described in Exhibit A attached thereto and made a part hereof, together with all of Assignor's rights and appurtenances thereto, and all of Assignor's right, title and interest in and to all improvements located thereon, and Assignee wishes to assume same;

NOW THEREFORE, Know All Men By These Presents, that Assignor in consideration of Ten Dollars ($10), and other good and valuable consideration receipt of which is

hereby acknowledged, paid by Assignee, hereby assigns unto Assignee all of Assignor's right, title and interest in and to the Master Lease together with all of Assignor's rights and appurtenances thereto, and all of Assignor's right, title and interest in and to all improvements located thereon.

TO HAVE AND TO HOLD THE SAME unto Assignee, its successors and assigns, from the date of this Assignment.

Assignee hereby assumes all of Assignor's obligations under the Master Lease and agrees to be bound by its terms, subject to the condition that (i) Assignee's obligations and liabilities under the Master Lease shall be limited to those obligations and liabilities accruing subsequent to the date hereof and arising due to acts or omissions occurring subsequent to the date hereof and (ii) Assignor shall not be released from its obligations under the Master Lease, and Assignor shall be jointly and severally liable for such obligations due thereunder.

Assignor represents to Assignee that Assignor is the sole tenant under the Master Lease and has not assigned its interest under the Master Lease to any party.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal suite, action or proceeding against any party arising out of or relating to this Agreement shall be instituted in any Federal or Commonwealth court in the Commonwealth of Kentucky. Each party hereby (i) irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, and (ii) irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

VENCOR HEALTHCARE, INC.,
a Delaware Corporation

By: _____
Name:
Title: Jill L. Force
Senior Vice President and
General Counsel

VENCOR OPERATING, INC.,
a Delaware Corporation

By: _____
Name: Jill L. Force
Title: Senior Vice President and
General Counsel

BOOK 10933PG744

EXHIBIT A

[MASTER LEASE]

BOOK 1993PG745

EXHIBIT C

MASTER LEASE # 1 (CMBS Portfolio)

Lessor		Facility ID	Name	City	State	Lease Term	Commencement Date	Expiration Date	Mgd
Hospitals									
Ventas, Inc.	1	4622	Vencor Hospital - San Leandro	San Leandro	CA	10	01-May-98	30-Apr-2008	
Ventas, Inc.	2	4693	Recovery Inn of Menlo Park	Menlo Park	CA	10	01-May-98	30-Apr-2008	
Vencor Hospitals Illinois, Inc.	3	4690	Vencor Hospital - Northlake	Northlake	IL	12	01-May-98	30-Apr-2010	Y
Ventas, Inc.	4	4620	Vencor Hospital - LaGrange	LaGrange	IN	12	01-May-98	30-Apr-2010	
Ventas, Inc.	5	4659	Vencor Hospital - Minneapolis	Golden Valley	MN	10	01-May-98	30-Apr-2008	
Ventas, Inc.	6	4656	Vencor Hospital - Phoenix	Phoenix	AZ	12	01-May-98	30-Apr-2010	
Ventas, Inc.	7	4642	Vencor Hospital - Orange County	Westminster	CA	10	01-May-98	30-Apr-2008	
Ventas, Inc.	8	4648	Vencor Hospital - San Diego	San Diego	CA	12	01-May-98	30-Apr-2010	
Ventas, Inc.	9	4602	Vencor Hospital - Coral Gables	Coral Gables	FL	12	01-May-98	30-Apr-2010	
Ventas, Inc.	10	4652	Vencor Hospital - North Florida	Green Cove Spr.	FL	12	01-May-98	30-Apr-2010	
Vencor Hospitals Illinois, Inc.	11	4637	Vencor Hospital-Chicago North	Chicago	IL	12	01-May-98	30-Apr-2010	Y
Ventas, Inc.	12	4638	Vencor Hospital - Indianapolis	Indianapolis	IN	15	01-May-98	30-Apr-2013	
Ventas, Inc.	13	4633	Vencor Hospital - Louisville	Louisville	KY	15	01-May-98	30-Apr-2013	
Ventas, Inc.	14	4680	Vencor Hospital - St. Louis	St. Louis	MO	12	01-May-98	30-Apr-2010	
Ventas, Inc.	15	4618	Vencor Hospital - Oklahoma City	Oklahoma City	OK	10	01-May-98	30-Apr-2008	
Vencor Hospitals East, Inc.	16	4619	Vencor Hospital - Pittsburgh	Oakdale	PA	10	01-May-98	30-Apr-2008	Y
Ventas, Inc.	17	4628	Vencor Hospital - Chattanooga	Chattanooga	TN	12	01-May-98	30-Apr-2010	
Nursing Homes									
First Healthcare Corporation	1	167	Canyonwood Nursing & Rehab. Ctr.	Redding	CA	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	2	525	La Veta Healthcare Center	Orange	CA	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	3	562	Andrew House Healthcare	New Britain	CT	10	01-May-98	30-Apr-2008	
Hillhaven/Indiana Partnership	4	406	Muncie Health Care & Rehab.	Muncie	IN	10	01-May-98	30-Apr-2008	
Hillhaven/Indiana Partnership	5	779	Westview Nursing & Rehab. Center	Bedford	IN	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	6	260	Winchester Centre for Health/Rehab.	Winchester	KY	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	7	783	Lexington Centre for Health & Rehab.	Lexington	KY	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	8	784	North Centre for Health & Rehab.	Louisville	KY	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	9	507	Country Manor Rehab. & Nsg. Center	Newburyport	MA	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	10	582	Colony House Nsg. & Rehab. Ctr.	Abington	MA	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	11	550	Norway Rehabilitation & Living Center	Norway	ME	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	12	558	Fieldcrest Manor Nursing Home	Waldoboro	ME	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	13	416	Park Place Health Care Center	Great Falls	MT	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	14	704	Guardian Care of Roanoke Rapids	Roanoke Rapids	NC	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	15	806	Chapel Hill Rehab. & Healthcare Ctr.	Chapel Hill	NC	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	16	577	Minerva Park Nursing & Rehab. Ctr.	Columbus	OH	10	01-May-98	30-Apr-2008	Y
Nationwide Care, Inc.	17	635	Coshocton Health & Rehab. Center	Coshocton	OH	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	18	132	Madison Healthcare & Rehab Ctr.	Madison	TN	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	19	140	Wasatch Care Center	Ogden	UT	10	01-May-98	30-Apr-2008	
St. George Nsg.Hm. Ltd Part.	20	247	St. George Care and Rehab. Center	St. George	UT	10	01-May-98	30-Apr-2008	

* The Commencement Date for the Managed Facilities will be the date on which Tenant obtains all necessary regulatory approvals.

PICK-UP

795 05/15 0101 03CHECK 135.00

98 MAY 15 PM 12:58

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

0438534

IDENTIF. ↑ REFERENCE

RECEIVED TIMEAPR. 29. 4:29PM

PRINT TIMEAPR. 29. 4:36PM

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT C

MASTER LEASE # 1 (CMBS Portfolio)

Lessor		Facility ID	Name	City	State	Lease Term	Commencement Date	Expiration Date	Mgd
First Healthcare Corporation	21	114	Arden Rehabilitation & Healthcare Ctr	Seattle	WA	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	22	180	Vencor of Vancouver HC & Rehab.	Vancouver	WA	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	23	767	Colony Oaks Care Center	Appleton	WI	10	01-May-98	30-Apr-2008	Y
First Healthcare Corporation	24	482	Wind River Healthcare & Rehab. Ctr	Riverton	WY	10	01-May-98	30-Apr-2008	
First Healthcare Corporation	25	150	Nob Hill Healthcare Center	San Francisco	CA	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	26	335	Lawton Healthcare Center	San Francisco	CA	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	27	745	Aurora Care Center	Aurora	CO	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	28	567	Nutmeg Pavilion Healthcare	New London	CT	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	29	660	Savannah Specialty Care Center	Savannah	GA	12	01-May-98	30-Apr-2010	
Northwest Health Care, Inc.	30	218	Cascade Care Center	Caldwell	ID	12	01-May-98	30-Apr-2010	
Northwest Health Care, Inc.	31	221	Lewiston Rehabilitation and Care Ctr.	Lewiston	ID	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	32	409	Mountain Valley Care and Rehab.	Kellogg	ID	12	01-May-98	30-Apr-2010	
Hillhaven/Indiana Partnership	33	113	Southwood Health & Rehab Center	Terre Haute	IN	12	01-May-98	30-Apr-2010	
Hillhaven/Indiana Partnership	34	286	Columbia Healthcare Facility	Evansville	IN	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	35	501	Blue Hills Alzheimers Care Center	Stoughton	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	36	516	Hammersmith House Nsg. Care Ctr.	Saugus	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	37	518	Timberlyn Heights Nsg. & Alz. Ctr.	Great Barrington	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	38	537	Quincy Rehab. & Nursing Center	Quincy	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	39	573	Eagle Pond Rehab. & Living Center	South Dennis	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	40	581	Blueberry Hill Healthcare	Beverly	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	41	588	Walden Rehab & Nursing Center	Concord	MA	12	01-May-98	30-Apr-2010	Y
New Pond Village Associates	42	985	Harrington House Nsg. & Rehab. Ctr.	Walpole	MA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	43	433	Parkview Acres Care & Rehab Ctr	Dillon	MT	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	44	137	Sunnybrook Alzheimer's & HC Spec.	Raleigh	NC	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	45	188	Cypress Pointe Rehab & HC Center	Winmington	NC	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	46	190	Winston-Salem Rehab & HC Center	Winston-Salem	NC	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	47	191	Silas Creek Manor	Winston-Salem	NC	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	48	707	Rehab & Nursing Center of Monroe	Monroe	NC	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	49	593	Hanover Terrace Healthcare	Hanover	NH	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	50	560	Franklin Woods Health Care Center	Columbus	OH	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	51	572	Winchester Place Nsg. & Rehab. Ctr.	Canal Winchestr.	OH	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	52	868	Lebanon Country Manor	Lebanon	OH	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	53	452	Sunnyside Care Center	Salem	OR	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	54	884	Masters Health Care Center	Algood	TN	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	55	825	Nansemond Pointe Rehab. & HC Ctr.	Suffolk	VA	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	56	829	River Pointe Rehab. & Healthc. Ctr.	Virginia Beach	VA	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	57	127	Northwest Continuum Care Center	Longview	WA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	58	165	Rainier Vista Care Center	Puyallup	WA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	59	185	Heritage Health & Rehab. Center	Vancouver	WA	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	60	769	North Ridge Med. & Rehab. Center	Manitowoc	WI	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	61	772	Family Heritage Med. & Rehab. Ctr.	Wisconsin Rapids	WI	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	62	775	Sheridan Medical Complex	Kenosha	WI	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	63	776	Woodstock Health & Rehab. Center	Kenosha	WI	12	01-May-98	30-Apr-2010	Y
First Healthcare Corporation	64	441	Mountain Towers Healthcare & Rehab	Cheyenne	WY	12	01-May-98	30-Apr-2010	
First Healthcare Corporation	65	436	Valley Healthcare & Rehab. Center	Tucson	AZ	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	66	742	Sonoran Rehab & Care Center	Phoenix	AZ	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	67	738	Bay View Nursing & Rehab. Center	Alameda	CA	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	68	117	East Manor Medical Care Center	Sarasota	FL	15	01-May-98	30-Apr-2013	
Hillhaven/Indiana Partnership	69	112	Royal Oaks Healthcare & Rehab Ctr.	Terre Haute	IN	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	70	327	Laurel Ridge Rehab. & Nursing Ctr.	Jamaica Plain	MA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	71	527	Briarwood Health Care Nursing Ctr	Needham	MA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	72	528	Westridge Healthcare Center	Marlborough	MA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	73	529	Bolton Manor Nursing Home	Marlborough	MA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	74	538	West Roxbury Manor	West Roxbury	MA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	75	552	Shore Village Rehab. & Nursing Ctr.	Rockland	ME	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	76	555	Brentwood Rehab. & Nsg. Center	Yarmouth	ME	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	77	138	Blue Ridge Rehab. & Healthcare Ctr.	Asheville	NC	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	78	724	Rehab. & Health Center of Gastonia	Gastonia	NC	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	79	591	Dover Rehab. & Living Center	Dover	NH	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	80	640	Las Vegas Healthcare & Rehab. Ctr.	Las Vegas	NV	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	81	655	Federal Heights Rehab. & Nsg. Ctr.	Salt Lake City	UT	15	01-May-98	30-Apr-2013	
First Healthcare Corporation	82	462	Queen Anne Healthcare	Seattle	WA	15	01-May-98	30-Apr-2013	Y
First Healthcare Corporation	83	483	Sage View Care Center	Rock Springs	WY	15	01-May-98	30-Apr-2013	

* The Commencement Date for the Managed Facilities will be the date on which Tenant obtains all necessary regulatory approvals.

T TIMEAPR. 29. 4:36PM

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED