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Indirect-

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Midlan

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



State of Texas
County of Midland
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

Cheryl Becker County Clerk
Midland County, Texas

Midlan

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Prepared by, and after recording
Return to:
James J. Schwert, Esquire
Oppenheimer Wolff & Donnelly LLP
Plaza VII, Suite 3300
45 S. Seventh Street
Minneapolis, MN 55402

Midland

MASTER AMENDMENT TO
CROSS-COLLATERALIZATION AGREEMENTS
AND MASTER AMENDMENT TO SECURITY INSTRUMENTS

The following must appear in 12 point Times New Roman font (or the equivalent) on the first page of any recorded document if the borrower is an individual:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

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	FHLMC Loan Nos.
(Saddleridge Lodge)	534381480
(Seville Estates)	534381499
(Eastman Estates)	504137131
(Harbour Pointe Shores)	504124560
(Lakeridge Place)	504118323
(Emeritus at Grand Terrace)	504124536
(Meadowlands Terrace)	504118161

**MASTER AMENDMENT TO
CROSS-COLLATERALIZATION AGREEMENTS
AND MASTER AMENDMENT TO SECURITY INSTRUMENTS**

THIS MASTER AMENDMENT TO CROSS-COLLATERALIZATION AGREEMENTS AND MASTER AMENDMENT TO SECURITY INSTRUMENTS (this "Amendment") is made as of the 17 day of November, 2009, by FEDERAL HOME LOAN MORTGAGE CORPORATION ("Lender"), EMERITOL SADDLERIDGE LODGE LLC, a Delaware limited liability company (the "Saddleridge Lodge Borrower"), EMERITOL SEVILLE ESTATES LLC, a Delaware limited liability company (the "Seville Estates Borrower", and together with the Saddleridge Lodge Borrower the "Additional Borrowers"), each of the parties identified in the table below as Borrower (collectively together with the Additional Borrowers, "Borrowers") and REBECCA S. CONRAD, ESQUIRE, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, CHICAGO TITLE COMPANY, a California corporation, acting Trustees.

RECITALS

A. Lender is the owner of a loan from KEYCORP REAL ESTATE CAPITAL MARKETS, INC., an Ohio corporation ("Original Lender") to the Saddleridge Lodge Borrower, in the original principal amount of Six Million Four Hundred Forty-Two Thousand and No/100 Dollars (\$6,442,000.00) (the "Saddleridge Lodge Loan"). The Saddleridge Lodge Loan is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing dated as of the date hereof (the "Saddleridge Lodge Instrument") recorded among the Land Records of Midland County, Texas. The Saddleridge Lodge Instrument is assigned to Lender by Original Lender by Assignment of Security Instrument and Cross-Collateralization Agreement recorded in the said Land Records. Lender and the Saddleridge Lodge Borrower have entered into a Cross-Collateralization Agreement and Amendment to Security Instrument dated as of the date hereof and amending the Saddleridge Lodge Instrument (the "Saddleridge Lodge Cross-Collateralization Agreement"). The Saddleridge Lodge Instrument encumbers the real property identified in Exhibit A hereto and other property included within the definition of "Mortgaged Property" in the Saddleridge Lodge Instrument and constituting or related to a seniors housing project known as Saddleridge Lodge (the "Saddleridge Lodge Property").

B. Lender is the owner of a loan from Original Lender to the Seville Estates Borrower in the original principal amount of Two Million One Hundred Fifty-Eight Thousand and No/100 Dollars (\$2,158,000.00) (the "Seville Estates Loan"; and together

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with the Saddleridge Lodge Loan, the "Additional Loans"). The Seville Estates Loan is secured by a Multifamily Deed of Trust, Assignment of Beneficial Security Agreement and Fixture Filing dated as of the date hereof (the "Seville Estates Instrument"; and together with the Saddleridge Lodge Instrument, the "Additional Instruments") recorded among the Land Records of Potter County, Texas. The Seville Estates Instrument was assigned to Lender by Original Lender by Assignment of Security Instrument and Cross-Collateralization Agreement and recorded in the said Land Records. Original Lender and the Seville Estates Borrower have entered into a Cross-Collateralization Agreement and Amendment to Security Instrument dated as of the date hereof and amending the Seville Estates Instrument (the "Seville Estates Cross-Collateralization Agreement"; and together with the Saddleridge Lodge Cross-Collateralization Agreement, the "Additional Cross-Collateralization Agreements"). The Seville Estates Instrument encumbers the real property identified in Exhibit B hereto and other property included within the definition of "Mortgaged Property" in the Seville Estates Instrument and constituting or related to a seniors housing project known as Seville Estates (the "Seville Estates Property"; and together with the Saddleridge Lodge Property, the "Additional Properties").

D. Lender is also the owner of the following mortgage loans (collectively, the "Prior Loans") to Borrowers (which Borrowers are affiliates of the Additional Borrowers), secured by Multifamily Mortgages or Deeds of Trust upon other residential multifamily apartment projects (the "Existing Pool Properties"), all as more fully set forth in Exhibit C attached hereto (the "Prior Instruments").

E. Each of the Prior Loans is cross-collateralized and cross-defaulted pursuant to Cross-Collateralization Agreements and Amendments to the Security Instruments described in Exhibit C hereto (the "Prior Cross-Collateralization Agreements"; and together with the Additional Cross-Collateralization Agreements, the "Cross-Collateralization Agreements"). Each of the Additional Loans is cross-collateralized and cross-defaulted pursuant to the Additional Cross-Collateralization Agreements.

F. Borrowers acknowledge that a condition of Original Lender's agreement to make and Lender's agreement to purchase the Additional Loans is that the Additional Properties serve as collateral for each of the Prior Loans, and that each of the Existing Pool Properties serves as collateral for the Additional Loans. Borrowers are executing this Amendment to satisfy such condition. Borrowers further acknowledge that the benefits derived by Borrowers from the making of the Additional Loans are equivalent to the burdens imposed upon Borrowers and their respective properties by this Amendment.

NOW, THEREFORE, LENDER AND BORROWERS AGREE THAT EACH OF THE PRIOR AND ADDITIONAL CROSS-COLLATERALIZATION AGREEMENTS ARE AMENDED AS FOLLOWS:

1. The term "Related Borrowers" as used in the Prior Cross-Collateralization Agreements includes the Additional Borrowers and any successor to the interest of the Additional Borrowers in the Additional Properties who acquires any of the Additional Properties subject to, or who assumes the obligations under, the Additional Instruments and any other party who enters into or assumes the obligations under any of the Additional Instruments.

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2. The term "Related Borrowers" as used in the Additional Cross-Collateralization Agreements includes the Prior Borrowers, any successor to the interest of the Prior Borrowers in the Prior Properties who acquires any of the Prior Properties subject to, or who assumes the obligations under, the Prior Instruments and any other party who enters into or assumes the obligations under any of the Prior Instruments.

3. The term "Related Indebtedness" as used in the Prior Cross-Collateralization Agreements includes the "Indebtedness" as defined in each of the Additional Instruments.

4. The term "Related Indebtedness" as used in the Additional Cross-Collateralization Agreements includes the "Indebtedness" as defined in each of the Prior Instruments.

5. The term "Related Instruments" as used in the Prior Cross-Collateralization Agreements includes the Additional Instruments.

6. The term "Related Instruments" as used in the Additional Cross-Collateralization Agreements includes the Prior Instruments.

7. The term "Related Loans" as used in the Prior Cross-Collateralization Agreements includes the Additional Loans.

8. The term "Related Loans" as used in the Additional Cross-Collateralization Agreements includes the Prior Loans.

9. The term "Related Loan Documents" as used in the Prior Cross-Collateralization Agreements includes the "Loan Documents" as defined in each of the Additional Instruments.

10. The term "Related Loan Documents" as used in the Additional Cross-Collateralization Agreements includes the "Loan Documents" as defined in each of the Prior Instruments.

11. The term "Related Properties" as used in the Prior Cross-Collateralization Agreements includes the Additional Properties.

12. The term "Related Properties" as used in the Additional Cross-Collateralization Agreements includes the Existing Properties.

13. Recital B of each of the Cross-Collateralization Agreements is amended to include the information provided in the Exhibit D attached to this Amendment.

14. Except as amended hereby, each of the Cross-Collateralization Agreements remains unchanged and in full force and effect. From and after the date hereof all references to any of the Cross-Collateralization Agreements in any of the Total Loan Documents (as defined in each of the Cross Collateralization Agreements) shall mean and refer to such Cross-Collateralization Agreement as amended by this Amendment and as may be further amended from time to time until the Total Indebtedness (as defined in each of the Cross Collateralization Agreements) is repaid in

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15. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned Borrower and Lender have executed this Amendment as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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EMERITOL EASTMAN ESTATES LLC, a Delaware limited liability company

By: BATUS, LLC, a Delaware limited liability company, its Sole Member

By: Summerville Senior Living, Inc., a Delaware corporation, its Administrative Member

By: [Signature]
Name: Eric Mendelsohn
Title: Senior Vice President, Corporate Development

Midland

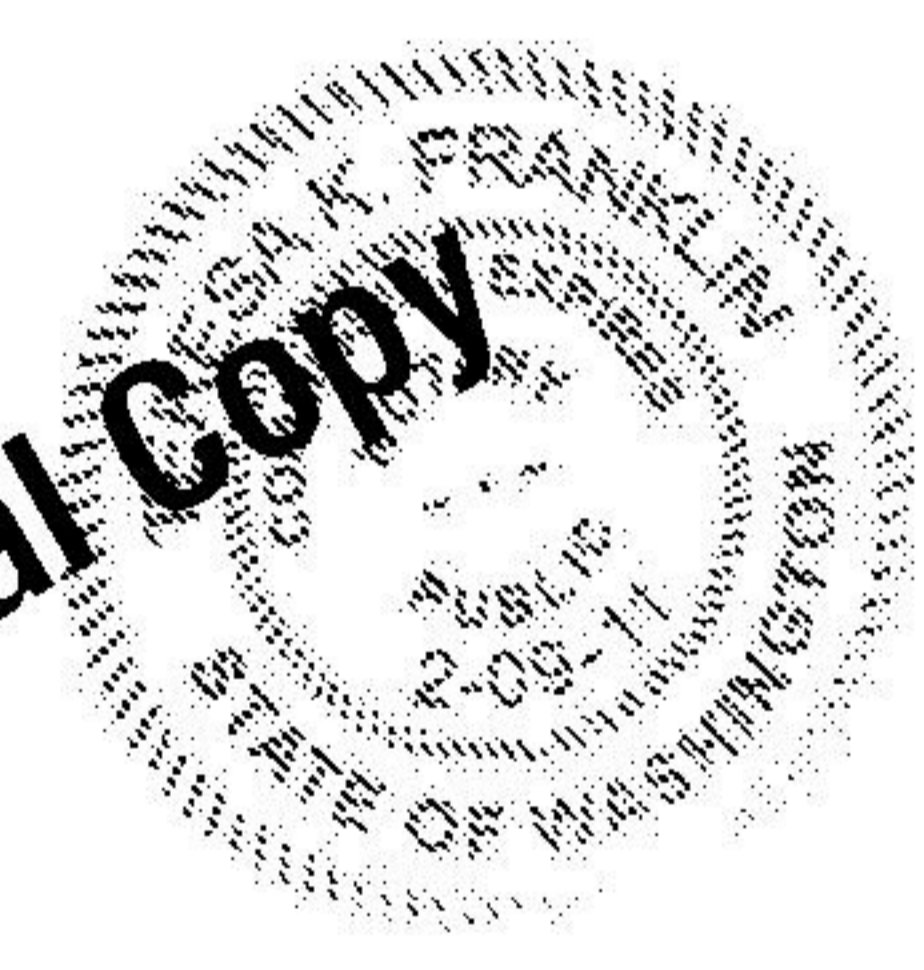
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This instrument was acknowledged before me on November 10, 2009, by Eric Mendelsohn, Senior Vice President, Corporate Development, of Summerville Senior Living, Inc., a Delaware corporation, the Administrative Member of Batus, LLC, a Delaware limited liability company, the Sole Member of EMERITOL EASTMAN ESTATES LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

Printed Name: TELENA K. [Signature]

My Commission Expires: 09-11



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EMERITOL HARBOUR POINTE SHORES LLC, a Delaware limited liability company

BATUS, LLC, a Delaware limited liability company, its Sole Member

By: Summerville Senior Living, Inc., a Delaware corporation, its Administrative Member

By: *[Signature]*
Name: Eric Mendelsohn
Title: Senior Vice President, Corporate Development

Midland

STATE OF WASHINGTON
COUNTY OF KING

On this 10 day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Mendelsohn, to me known to be the Senior Vice President Corporate Development, of Summerville Senior Living, Inc., a Delaware corporation, the Administrative Member of Batus, LLC, a Delaware limited liability company, the Sole Member of EMERITOL HARBOUR POINTE SHORES LLC, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that the Senior Vice President Corporate Development is authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

[Signature]
Notary Public residing in _____
Printed Name: TERESA M. FRAZEE
My Commission Expires: 12-31-11



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EMERITOL LAKERIDGE PLACE
LLC, a Delaware limited liability company

By: Basis, LLC, a Delaware limited liability company, its Sole Member

By: Summerville Senior Living, Inc., a Delaware corporation, its Administrative Member

By: [Signature]
Name: Eric Mendelsohn
Title: Senior Vice President Corporate Development

Midland

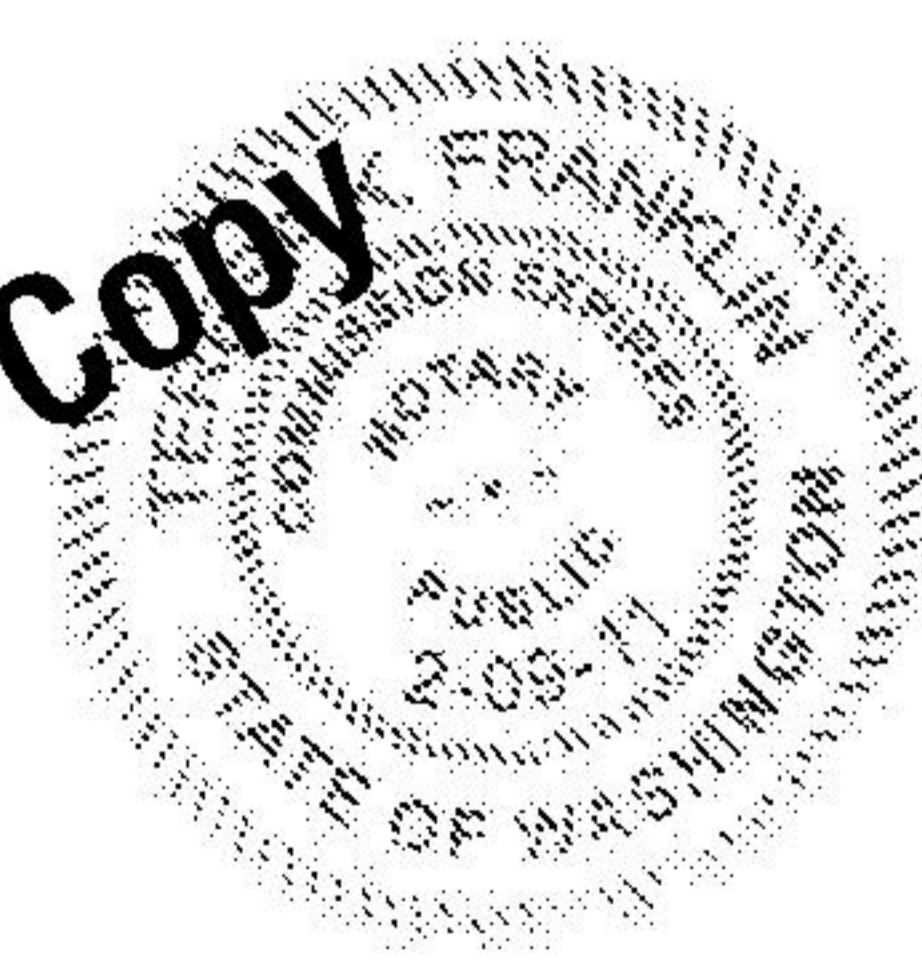
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This instrument was acknowledged before me on November 10, 2009, by Eric Mendelsohn, Senior Vice President, Corporate Development, of Summerville Senior Living, Inc., a Delaware corporation, the Administrative Member of Basis, LLC, a Delaware limited liability company, the Sole Member of EMERITOL LAKERIDGE PLACE LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

Printed Name: TERESA L. RAY

My Commission Expires: 07-11



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EMERITOL GRANT TERRACE LLC, a Delaware limited liability company

By: [Signature], LLC, a Delaware limited liability company, its Sole Member

By: Summerville Senior Living, Inc., a Delaware corporation, its Administrative Member

By: [Signature]
Name: Eric Mendelsohn
Title: Senior Vice President
Corporate Development

Midland

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 10 day of November, in the year 2009, before me, _____, a Notary Public, personally appeared Eric Mendelsohn, known or identified to me (or proved to me on the oath of) to be the Senior Vice President Corporate Development of the company that executed the above instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)
[Signature]
Notary Public
Printed Name: TOBIAS K. FANOUR
Commission Expires: 9-9-11



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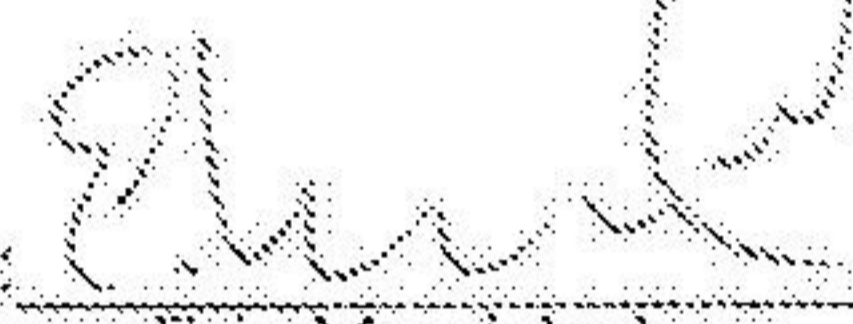
Midland

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EMERITOL MEADOWLANDS
TERRACE LLC, a Delaware limited
liability company

By: Batus, LLC, a Delaware limited
liability company, its Sole Member

By: Summerville Senior Living,
Inc., a Delaware corporation,
its Administrative Member

By: 
Name: Eric Mendelsohn
Title: Senior Vice President
Corporate
Development

Midland

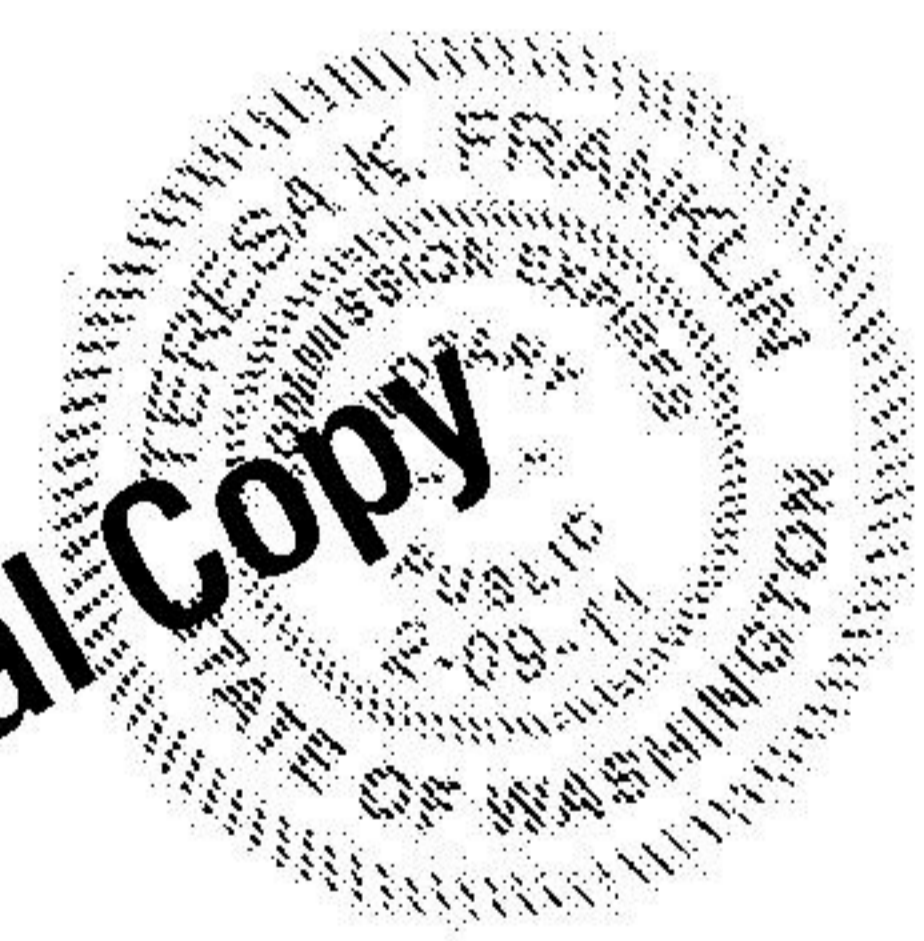
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This instrument was acknowledged before me on November 10, 2009, by Eric Mendelsohn, Senior Vice President, Corporate Development, of Summerville Senior Living, Inc., a Delaware corporation, the Administrative Member of Batus, LLC, a Delaware limited liability company, the Sole Member of EMERITOL MEADOWLANDS TERRACE LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public

Printed Name: TERESA K. FRANKLIN

My Commission Expires: 2-2-11



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LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

Name: Mary Scanlan
Title: National Seniors Housing Underwriting Director

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COMMONWEALTH OF VIRGINIA; Fairfax County ss:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 9 day of November personally appeared Mary Scanlan of Federal Home Loan Mortgage Corporation, the corporation that executed the foregoing instrument, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that s/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of November, 2009.

Helen Rachko
Notary Public in and for the County of New York
Fairfax, Virginia

My Commission Expires: _____

HELEN RACHKO
Notary Public, State of New York
No. 01R45030404
Qualified in Bronx County
Commission Expires Nov. 07, 2010

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TRUSTEE:

REBECCA S. CONRAD, ESQUIRE

STATE OF TEXAS

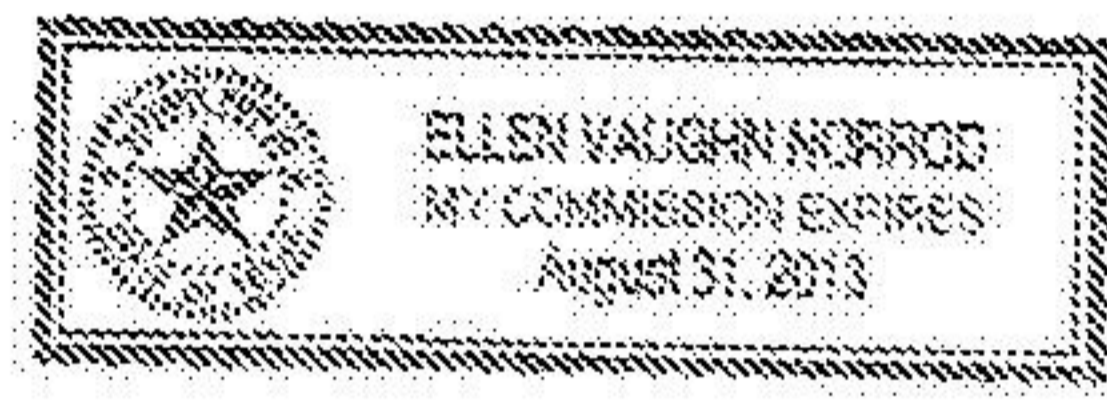
COUNTY OF DALLAS

This instrument was acknowledged before me on November 4, 2009, by REBECCA S. CONRAD, ESQUIRE.

Notary Public

Printed Name:

My Commission Expires:



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TRUSTEE:

CHICAGO TITLE INSURANCE
COMPANY, a Nebraska corporation.


Name: Robert C. Strybel
Title: RVP and Associate National Counsel.

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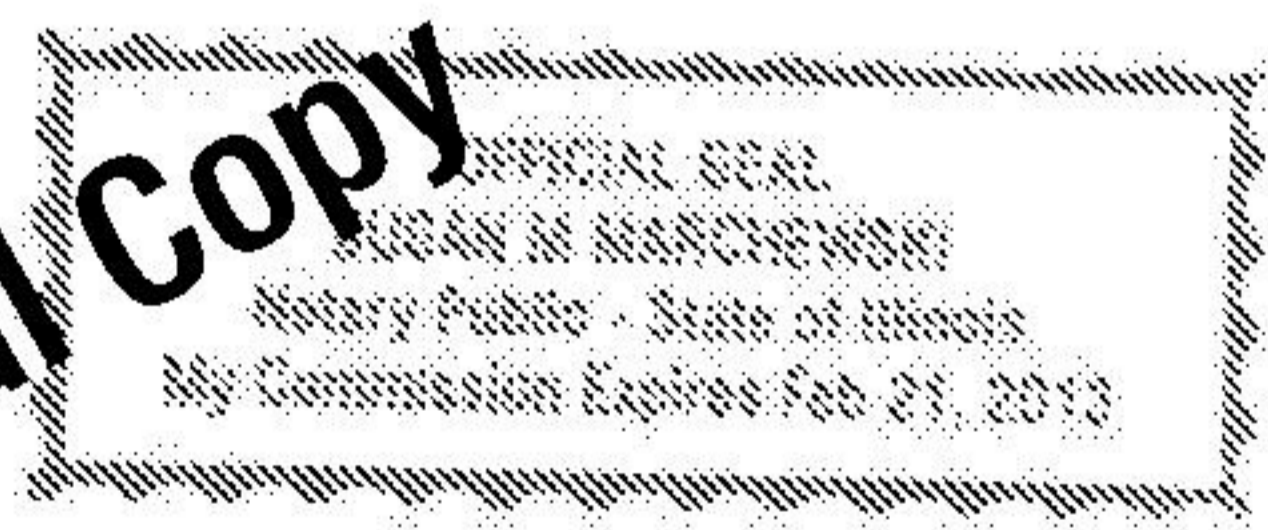
STATE OF ILLINOIS
COUNTY OF COOK

Midland

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert C. Strybel, personally known to me to be the RVP and Associate National Counsel of CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 11 day of November, 2009, in person and severally acknowledged that as such RVP and Associate National Counsel, he signed and delivered the said instrument pursuant to authority given by corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.


Notary Public

My Commission Expires: 2-21-13



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TRUSTEE:

CHICAGO TITLE COMPANY, a California corporation

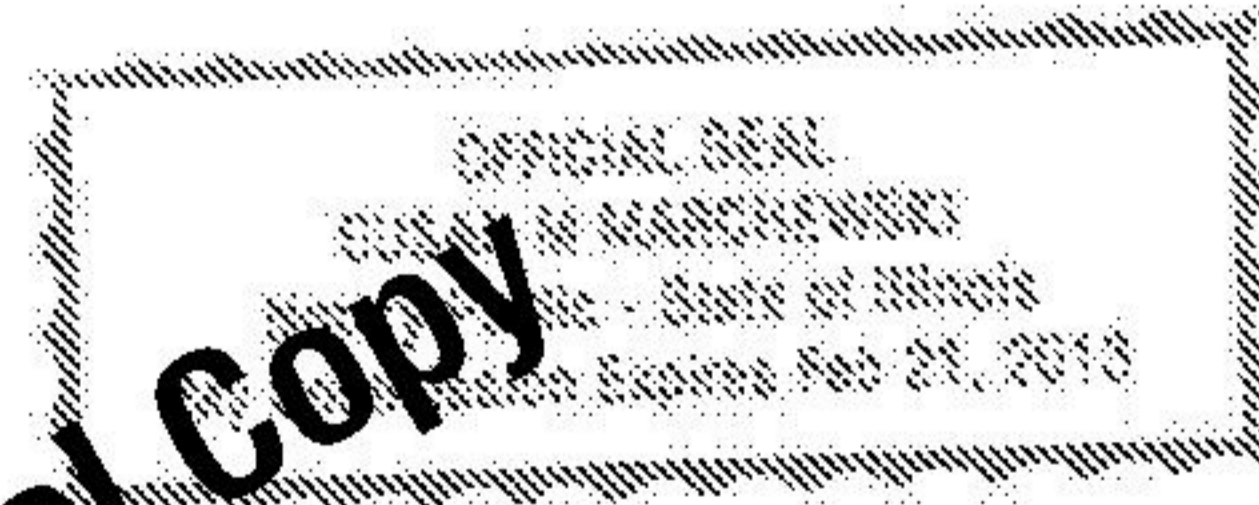
Name: Robert C. Strybel
Title: RVP and Associate National Counsel

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert C. Strybel, personally known to me to be the RVP and Associate National Counsel of CHICAGO TITLE COMPANY, a California corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 11 day of November, 2009, in person and severally acknowledged that as such RVP and Associate National Counsel, he signed and delivered the said instrument pursuant to authority given by corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.


Notary Public

My Commission Expires: 2-21-13



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GUARANTOR CONSENT AND AGREEMENT

Emeritus Corporation, a Washington corporation, as Guarantor of each of the Prior Loans and the Additional Loans, hereby agrees and consents to the terms of this Amendment.

EMERITUS CORPORATION, a Washington Corporation

By: [Signature]
Name: Eric Mendelsohn
Title: Senior Vice President, Corporate Development

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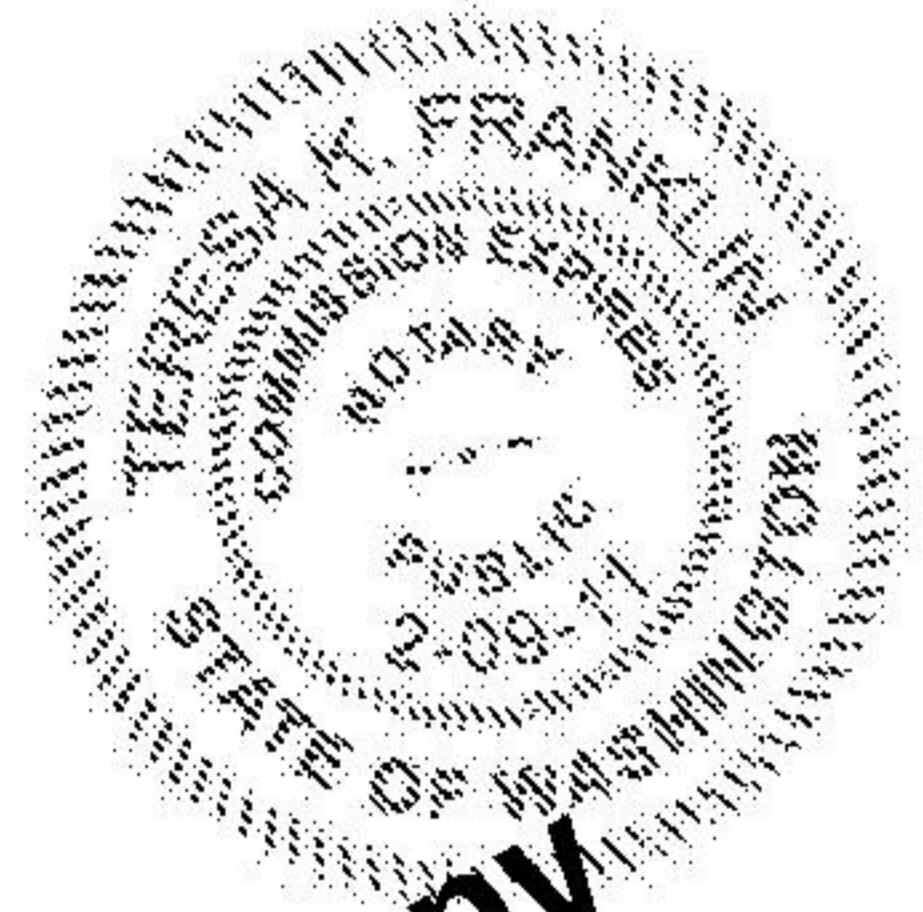
STATE OF WASHINGTON)
COUNTY OF KING) ss

This instrument was acknowledged before me on November 10, 2009, by Eric Mendelsohn, the Senior Vice President, Corporate Development, of EMERITUS CORPORATION, a Washington corporation, on behalf of said corporation.

[Signature]
Notary Public

Printed Name: TERESA K. FRADLON

My Commission Expires: 2-9-11



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[Signature]
Daniel R. Baty

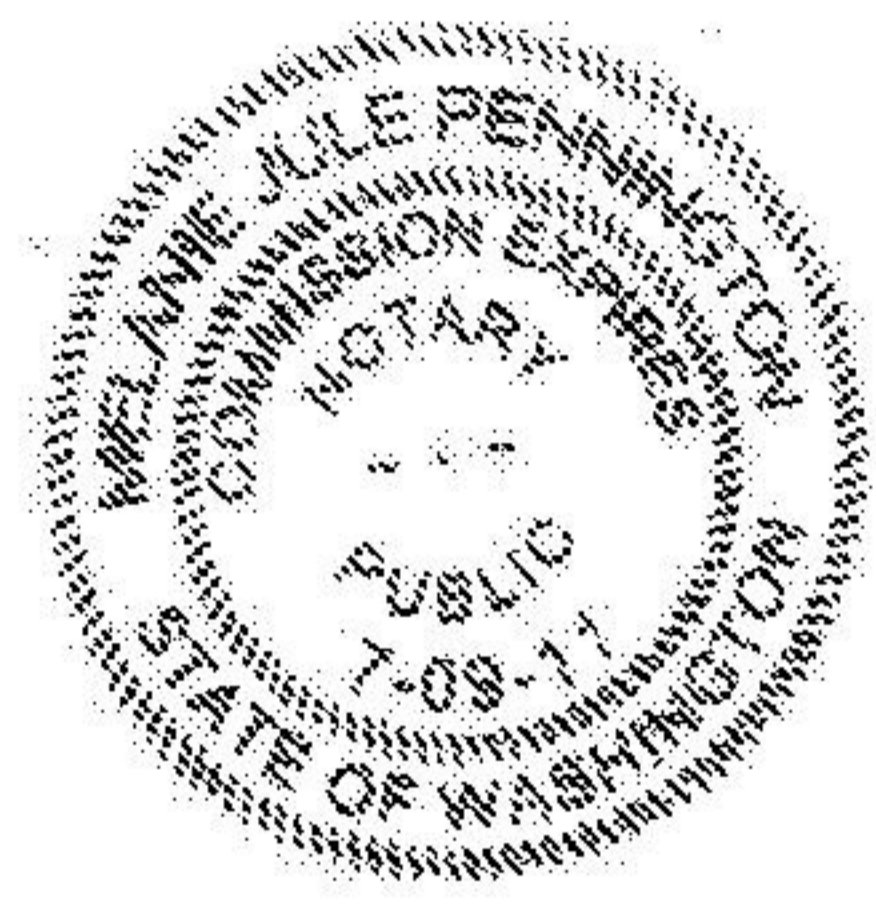
STATE OF Washington
COUNTY OF King

This instrument was acknowledged before me on November 11, 2009, by Daniel R. Baty.

Notary Public

Printed Name: Notario Dominguez

My Commission Expires: 7/11



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LEGAL DESCRIPTION

LOT FOUR (4), BLOCK TWENTY-TWO (22), MIDWESTERN PARK, an addition to the City of Wichita Falls, Wichita County, Texas, according to the Plat of record in Volume 27, Pages 474-475, Wichita County Plat Records.

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EXHIBIT A

[DESCRIPTION OF SADDLERIDGE LODGE PROPERTY]

BEING LOT 3-A, BLOCK 8, CORRECTED PLAT OF POLO PARK, SECTION 12, an addition to the City Of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet "F", Page 107, Plat Records, Midland County, Texas.

BEING THE SAME LAND DESCRIBED AS FOLLOWS:

BEING LOT 3-A, BLOCK 8, CORRECTED PLAT OF POLO PARK, SECTION 12, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, according to the map or plat thereof, recorded in Cabinet F, Page 107, Plat Records, Midland County, Texas, as more particularly described as follows:

Be the notes of a 3.217 acre tract of land out of Section 3, Block "X", H.P. Hilliard Survey, Midland County, Texas:

BEGINNING at a found Texas Department of Transportation concrete right-of-way monument in the northern boundary of Loop No. 250, located in Section 3, Block "X", H.P. Hilliard Survey, Midland County, Texas, and in the southwest corner of Lot 3A, Block 8, Corrected Plat of Section 12, as recorded in Cabinet "F", Page 107, Midland County Plat Records, for the southwest corner of this tract, from which the southwest corner of said Section 3 bears S 74 degrees 53 minutes 08 seconds W, 1338.61 feet and S 15 degrees 20 minutes 52 seconds E, 311.49 feet;

THENCE N 15 degrees 06 minutes 52 seconds W, along the common boundary of Lot 3A and 3B, Block 8 of said Corrected Plat of Polo Park, Section 12, 332.01 feet to a found 1/2-inch iron rod in the southern boundary of a 2.0 foot Common Area for the northwest corner of this tract;

THENCE N 74 degrees 53 minutes 08 seconds E, along the southern boundary of said 2.0 foot Common Area, 424.48 feet to a found 1/2 inch iron rod in the western boundary of Polo Parkway for the northeast corner of this tract;

THENCE S 11 degrees 17 minutes 53 seconds E, along the western boundary of Polo Parkway, 324.22 feet to a found 1/2 inch iron rod in the western boundary of Polo Parkway and the northern boundary of a Common Area, as recorded in Volume 1125, Page 88, Midland County Deed Records, for the most easterly southeast corner of this tract;

THENCE S 74 degrees 53 minutes 08 seconds W, along the northern boundary of a Common Area, 75.60 feet to a found 1/2 inch iron rod for a corner of this tract;

THENCE S 11 degrees 18 minutes 58 seconds E, along the western boundary of a Common Area, 30.35 feet to a found 1/2 inch iron rod in the northern boundary of Loop No. 250 for the most southerly southeast corner of this tract;

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THENCE S 78 degrees 42 minutes 07 seconds W, along the northern boundary of Loop No. 250,
325.97 feet to the Place of Beginning and containing 3.217 acres of land.

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EXHIBIT B

[DESCRIPTION OF SEVILLE ESTATES PROPERTY]

LOT 1-B, BLOCK 25 OF SLEEPY HOLLOW UNIT No. 63, an addition to the City of Amarillo in Randall County, Texas, according to the map or plat thereof, recorded in Volume 1694, Page 172 of the Deed Records of Randall County, Texas.

BEING THE SAME LAND DESCRIBED AS FOLLOWS:

A 3.43-acre tract of land, being a portion of the North 305 feet of Lot 1, Block 25 of Sleepy Hollow Unit No. 13, an addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 695, Page 443 of the Deed Records of Randall County, Texas and being out of Section 41, Block 9, of the B.S. & F. Survey, Randall County, Texas; said 3.43 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch rebar, found for the Northeast corner of the herein described tract, from which 1/2 inch rebar, found for the Northeast corner of Lot 1, of said Sleepy Hollow Unit No. 13, bears S 89 degrees 42 minutes 09 seconds E, 230 feet.

THENCE S 0 deg 20 min 00 sec E (Base Bearing) for a distance of 305.00 feet to a 3/8 inch rebar, found in the North line of Lot 1-A, Block 25 of Sleepy Hollow Unit No. 63, a subdivision according to the recorded map or plat thereof, of record in Volume 1281, Page 243 of the Deed Records of Randall County, Texas, being the Southeast corner of the herein described tract;

THENCE S 89 deg 42 min 09 sec W along the North line of Lot 1-A of said Sleepy Hollow Unit No. 63, for a distance of 490.00 feet to a 1/2 inch rebar, found in the East right-of-way line of an existing 20' public utility easement, and being the Southwest corner of the herein described tract;

THENCE N 0 deg 20 min 00 sec W along said East right-of-way line for a distance of 305.00 feet to a nail in a power pole, found in the south right-of-way line of the Seville Drive, being the Northwest corner of the herein described tract;

THENCE N 89 deg 42 min 09 sec E along said South right-of-way line, at 5 feet pass 3/8 inch rebar, found in all a total distance of 490.00 feet to the POINT OF BEGINNING;

Said tract contains a computed area of 3.43 acres of land.

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EXHIBIT C

Loan Amount	Borrower	Property Name	Security Instrument Recording Information	Prior Cross-Collateralization Agreement Recording Information
\$6,400,000.00	EMERITOL EASTMAN ESTATES LLC, a Delaware limited liability company	Eastman Estates	Official Public Records of Gregg County Texas Document No. 200822874	Official Public Records of Gregg County Texas Document No. 200822875
\$2,500,000.00	EMERITOL HARBOUR COINTE SHORES LLC, a Delaware limited liability company	Harbour Pointe Shores	Grays Harbor County, Washington Document No. 2008-10210067	Grays Harbor County, Washington Document No. 2008-210068
\$5,250,000.00	EMERITOL LAKERIDGE PLACE LLC, a Delaware limited liability company	Lakeridge Place	County, Clerk of Wichita County, Texas Document No. 00019671	County, Clerk of Wichita County, Texas Document No. 00019672
\$7,000,000.00	EMERITOL GRAND TERRACE, a Delaware limited liability company	Emeritus at Grand Terrace	Official Records, County of Bernardino, California Document No. 2008-0472939	Official Records, County of Bernardino, California Document No. 2008-0472940
\$7,850,000.00	EMERITOL MEADOWLAND TERRACE LLC, a Delaware limited liability company	Meadowlands Terrace	County Clerk of McLennan County, Texas Document No. 2008034791	County Clerk of McLennan County, Texas Document No. 2008034792

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EXHIBIT D

Related Loan Amount	Related Borrower	Related Property Name	Related Property Location
\$6,400,000.00	EMERITOL EASTMAN ESTATES LLC, a Delaware limited liability company	Eastman Estates	2920 N. Eastman Longview, TX
\$2,500,000.00	EMERITOL HARBOUR POINTE SHORES LLC, a Delaware limited liability company	Harbour Point Shores	1020 Catala Ave. SE Ocean Shores, WA
\$2,250,000.00	EMERITOL LAKERIDGE PLACE LLC, a Delaware limited liability company	Lakeridge Place	2649 Plaza Parkway Wichita Falls, TX
\$7,000,000.00	EMERITOL GRAND TERRACE LLC, a Delaware limited liability company	Emeritus at Grand Terrace	22325 Barton Road Grand Terrace, CA
\$7,850,000.00	EMERITOL MEADOWLANDS TERRACE LLC, a Delaware limited liability company	Meadowlands Terrace	3801 Martin Luther King Jr. Waco, TX
\$6,442,000.00	EMERITOL SADDLERIDGE LODGE LLC, a Delaware limited liability company	Saddleridge Lodge	1808 W. Loop 250 N Midland, TX
\$2,158,000.00	EMERITOL SEVILLE ESTATES LLC, a Delaware limited liability company	Seville Estates	7401 Seville Drive Amarillo, TX

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