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County Clerk

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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'S 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 12th 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 was assigned to Lender by Original Lender by Assignment of Security Instrument and Cross-Collateralization Agreement recorded in the said Land Records. Original 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 Rents and 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 Borden 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 and 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 instrument.

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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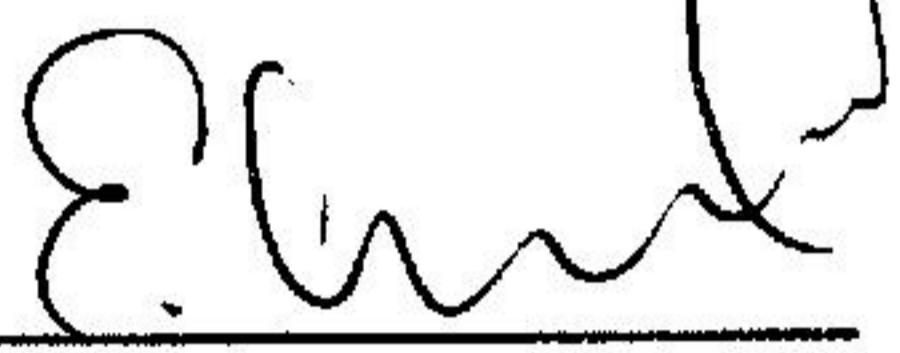
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EMERITOL EASTMAN ESTATES LLC, a Delaware limited liability company

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

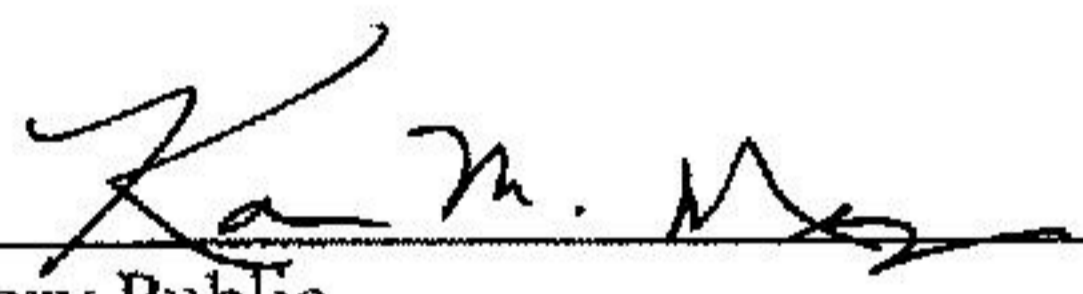
By: Summerville Senior Living, Inc., a Delaware corporation, its Administrative Member

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

Midland

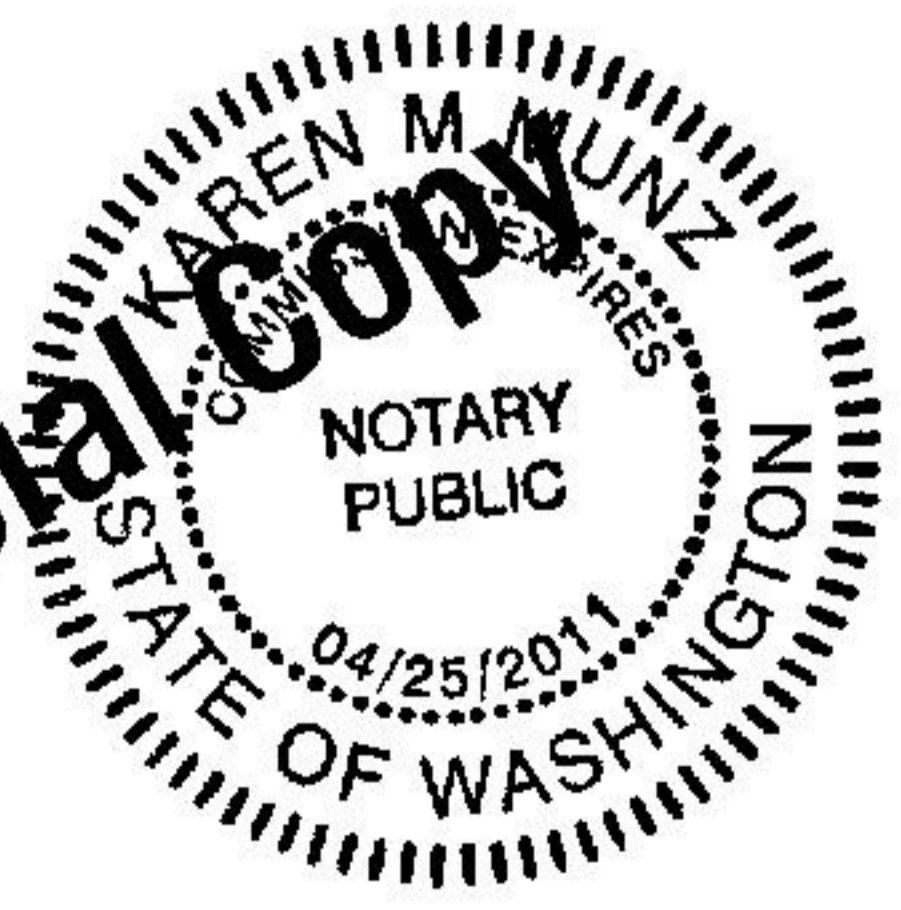
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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.


Notary Public

Printed Name: Karen M. Munz

My Commission Expires: 04/25/2011



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EMERITOL HARBOUR POINTE SHORES 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

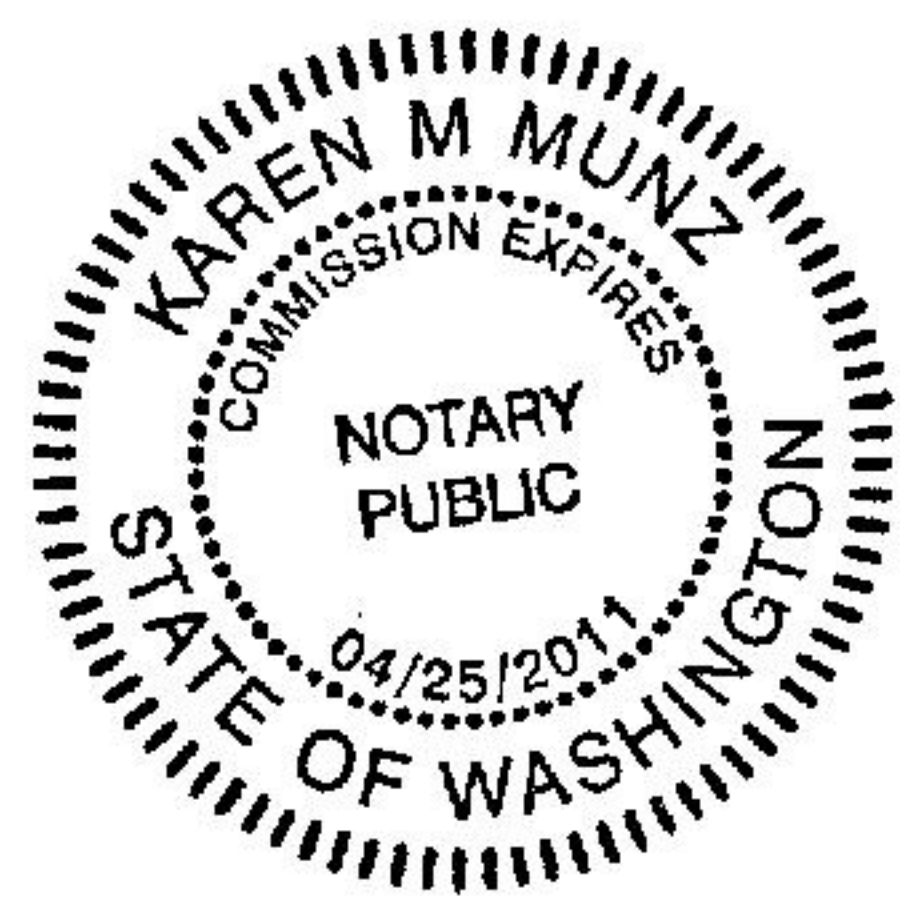
Midland

STATE OF WASHINGTON
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 Tacoma, WA
Printed Name: Karen M. Munz
My Commission Expires: 04/25/2011



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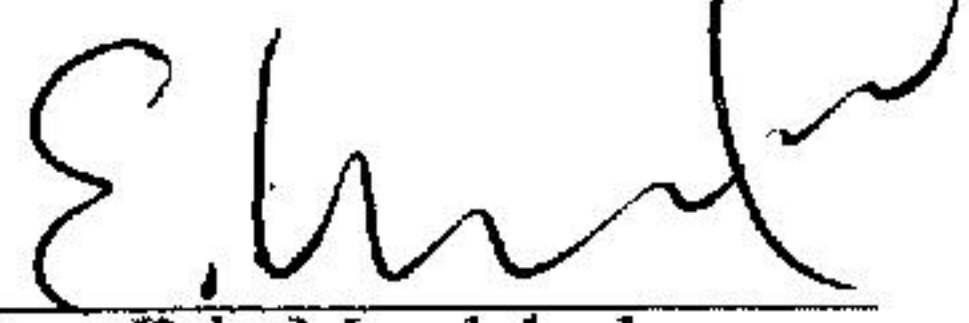
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EMERITOL LAKERIDGE PLACE
LLC, a Delaware limited liability company

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

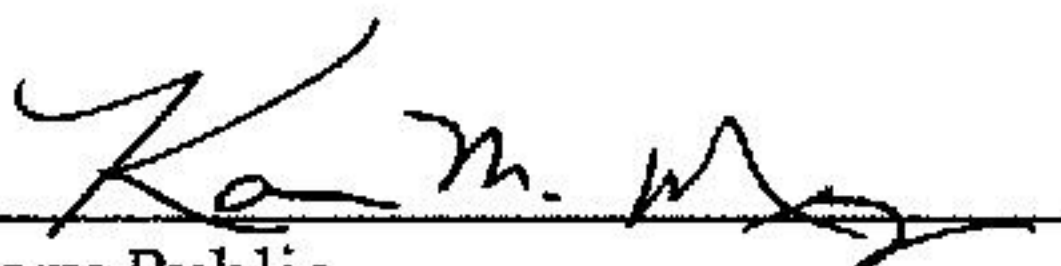
By: Summerville Senior Living,
Inc., a Delaware corporation,
its Administrative Member

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

Midland

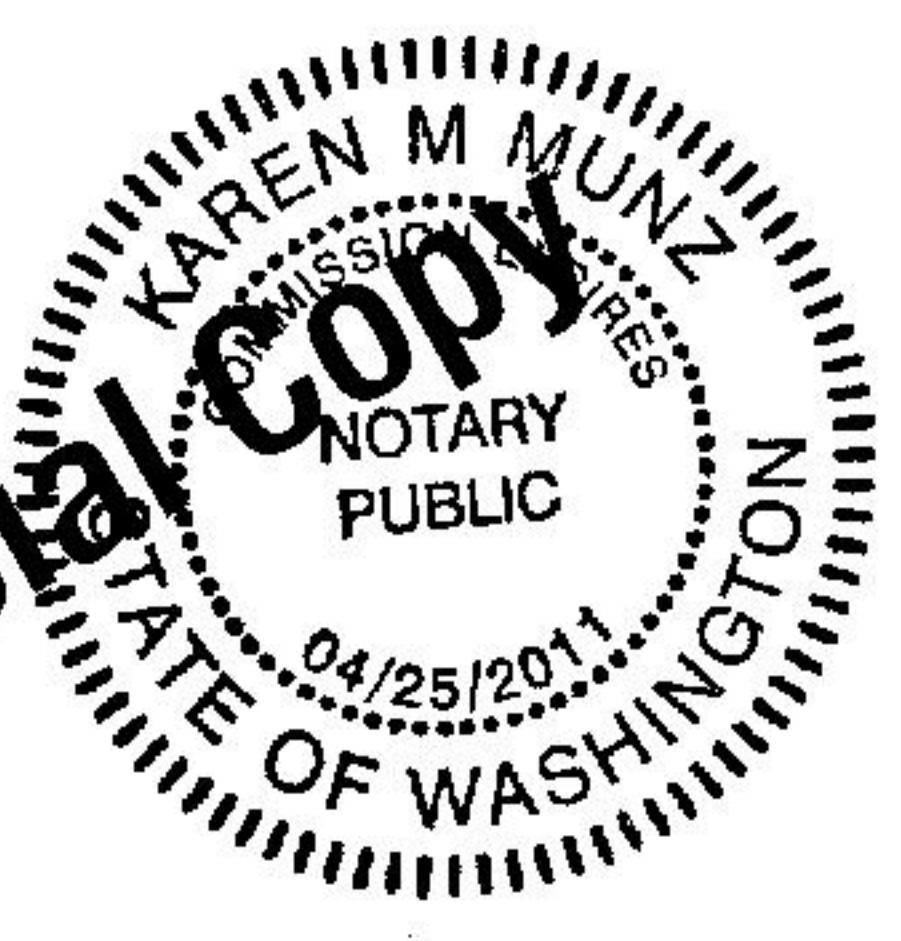
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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 LAKERIDGE PLACE LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public

Printed Name: Karen M. Munz

My Commission Expires: 04/25/2011



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EMERITOL GRAND TERRACE LLC, a Delaware limited liability company

By: STATUS, 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

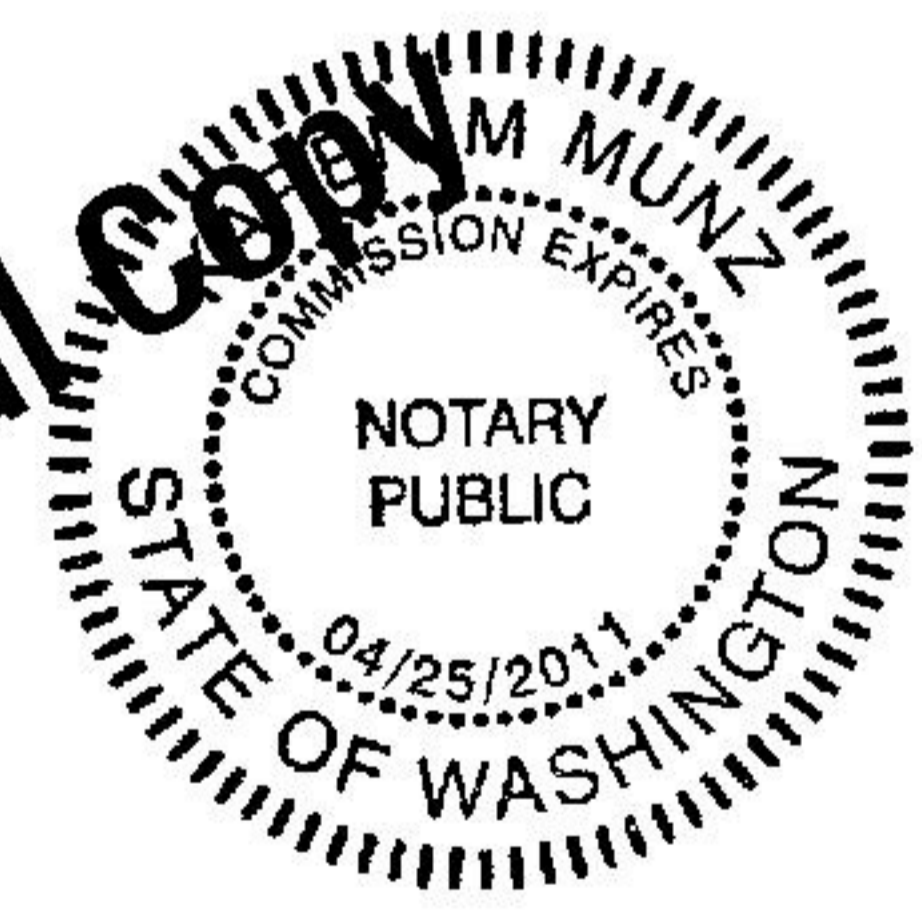
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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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: Karen M. Munz
Commission Expires: 04/25/2011



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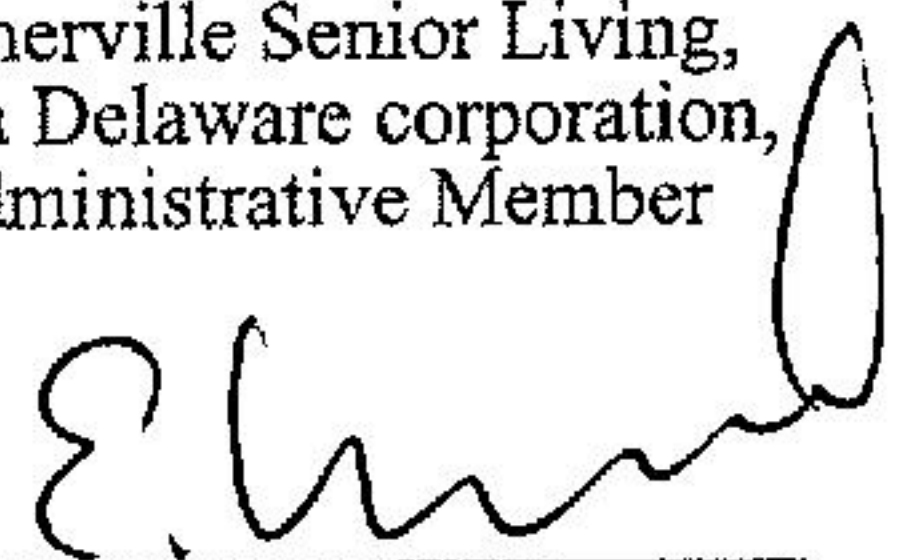
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EMERITOL MEADOWLANDS
TERRACE LLC, a Delaware limited
liability company

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

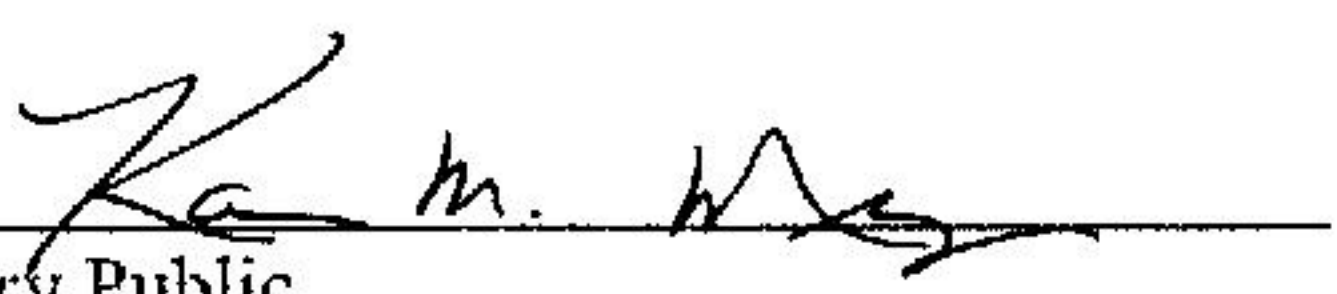
By: Summerville Senior Living,
Inc., a Delaware corporation,
its Administrative Member

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: Karen M. Munz

My Commission Expires: 04/25/2011



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LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: Mary Scanlan
Name: Mary Scanlan
Title: National Seniors Housing Underwriting Director

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~~State of New York, New York County~~
~~COMMONWEALTH OF VIRGINIA, Fairfax County ss:~~

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on ~~Nov~~ this 9 day ~~2009~~ personally appeared Mary Scanlan, Nat'l Srs Housing V/W Dir 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. 01RA5036494
Qualified in Bronx County
Commission Expires Nov. 07, 2010

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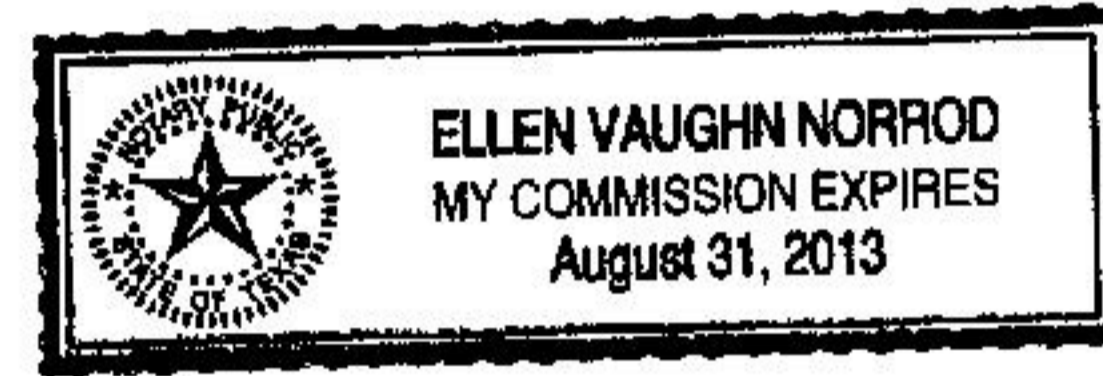
TRUSTEE:

Rebecca S. Conrad
REBECCA S. CONRAD, ESQUIRE

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

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

Ellen Vaughn Norrod
Notary Public



Printed Name: _____

My Commission Expires: _____

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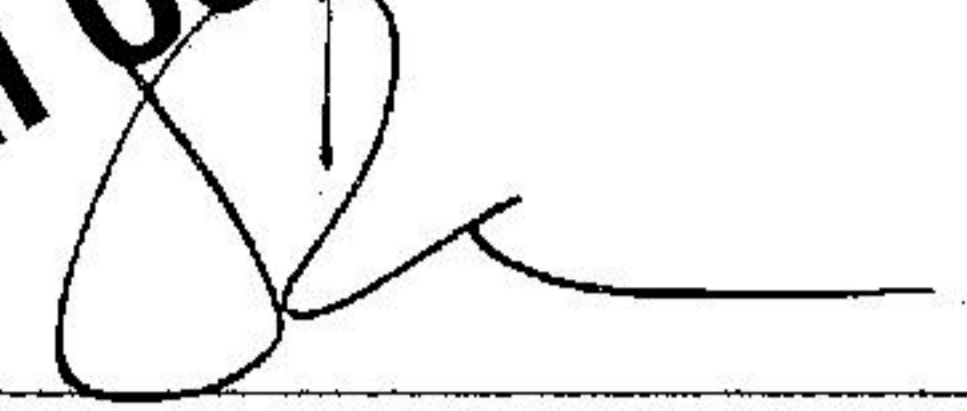
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TRUSTEE:

CHICAGO TITLE INSURANCE
COMPANY, a Nebraska corporation

By: 

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

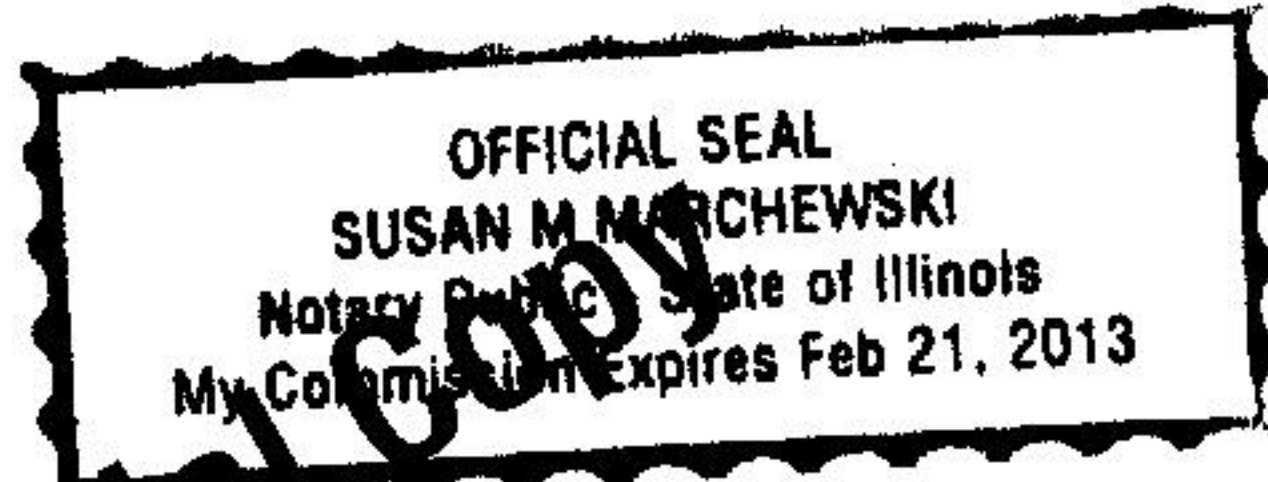
Name: Robert C. Strybel
Title: RVP and Associate National Counsel

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.

Susan M. Marchewski
Notary Public

My Commission Expires: 2-21-13



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