

Landmark DeSoto
DeSoto County, Mississippi

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STATE OF MISSISSIPPI
COUNTY OF DESOTO
THIRD CHANCERY DISTRICT

FIFTH AMENDMENT TO DEED OF TRUST

THIS FIFTH AMENDMENT TO DEED OF TRUST (this "Fifth Amendment") is made and entered into as of the 7th day of January, 2010, by and between:

MISSISSIPPI EXTENDED CARE CENTERS, INC., a Mississippi business corporation,
as Grantor (herein designated as "Grantor")
763 Avery Boulevard North
Ridgeland, Mississippi 39157
Telephone: (601) 956-8884

and

JPMORGAN CHASE BANK, N.A., a national banking association,
successor by merger to Bank One, NA, as Beneficiary (the "Beneficiary")
451 Florida Boulevard
Baton Rouge, Louisiana 70801
Telephone: (225) 332-4022

INDEXING INSTRUCTIONS: SE Quarter of the SE Quarter of Section 33, Township
1 South, Range 8 West of DeSoto County, Mississippi
(See Exhibit A attached) (Page 8)

PRELIMINARY STATEMENTS

A. Grantor is the owner of certain real property situated in the County of DeSoto, State of Mississippi, being more particularly described on **Exhibit "A"** attached hereto (said property, together with all buildings, fixtures and improvements located thereon, the "*Property*"); and

B. Pursuant to a Deed of Trust dated October 2, 2000, recorded in Book 1256 at Page 577 in the office of the Chancery Clerk of DeSoto County, Mississippi, which deed of trust was modified by that certain Extension Agreement dated December 31, 2001, executed by and between Grantor and Beneficiary, recorded in Book 1446 at Page 332 of the land records of the aforesaid Chancery Clerk (said deed of trust, as modified by said Extension Agreement, hereinafter referred to as the "*Original Deed of Trust*"), Grantor granted a lien on the Property in favor of Lender to secure the present and future liabilities, indebtedness and other obligations of Louisiana Extended Care Centers, Inc. ("LECCI"), Mississippi Extended Care Centers, Inc. ("MECC") and Community Extended Care Centers, Inc. ("CECCI," together with LECCI and MECC, collectively, the "Original Borrowers") pursuant to: (i) that certain Line of Credit Note dated August 21, 2002 (the "2002 Note") in the maximum principal amount of Twenty Four Million Eight Hundred Twenty Four Thousand Nine Hundred One and 62/100 Dollars (\$24,824,901.62) (the "2002 Loan"), executed and delivered by the Original Borrowers in favor of Beneficiary, and (ii) that certain Amended and Restated Loan Agreement dated as of August 21, 2002 (the "2002 Loan Agreement"); and

C. Pursuant to a First Amendment to Deed of Trust dated August 21, 2002 (the "First Amendment"), by Grantor in favor of Beneficiary, the Deed of Trust was amended to secure the present and future liabilities, indebtedness and other obligations of LECC, MECC and Caddo Property, L.L.C. ("Caddo", and together with LECC and MECC, collectively, the "Borrowers"), as successors in interest to the Original Borrowers, pursuant to: (i) that certain Line of Credit Note dated November 21, 2007 (the "2007 Note") in the principal amount of Twenty Two Million Two Hundred Seventy Thousand and Ninety Two and 00/100 Dollars (\$22,270,092.00) (the "2007 Loan"), executed and delivered by the Borrowers in favor of Beneficiary, and (ii) that certain Second Amended and Restated Loan Agreement dated as of November 21, 2007 (the "2007 Loan Agreement"); and

D. Pursuant to a First Amendment and Supplement dated as of August 31, 2009 (the "2009 Amendment", and together with the 2002 Loan Agreement, the 2007 Loan Agreement and all amendments, supplements, and modifications thereto, collectively, the "Loan Agreement"), among the Borrowers, certain guarantors, and the Beneficiary, the maximum principal amount of the 2007 Loan was increased to Thirty Nine Million Three Hundred Seventeen Thousand Eight Hundred Ninety Two Dollars And 0/100 (\$39,317,892) (the "2009 Loan"), as evidenced by a line of credit note dated August 31, 2009, in the maximum principal amount of the 2009 Loan (the "2009 Note"); and

E. Borrowers have requested that Beneficiary further modify the terms and conditions of the 2009 Amendment and increase the maximum principal amount of the 2009 Loan to FORTY SIX MILLION THREE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED NINETY TWO AND 00/100 DOLLARS (\$46,337,892) (the "2010 Loan"), pursuant to: (i) a Second Amendment and Supplement dated as of January 7, 2010 (the "2010 Amendment"), and (ii) a Line of Credit Note dated January 7, 2010 by Borrowers in favor of Lender (the "2010 Note"); and

F. In order to induce the Beneficiary to make the 2010 Loan and enter into the 2010 Amendment, Grantor has agreed to supplement and amend the Deed of Trust to secure all present and

future liabilities, indebtedness and other obligations of the Grantor and each of the Borrowers, including, but not limited to, the 2002 Note, the 2007 Note, the 2009 Note and the 2010 Note.

G. The Grantor is now the owner of the Property, and there are no defenses or offsets to the Deed of Trust or the debt that the Deed of Trust secures.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, the Grantor and the Beneficiary covenant and agree as follows:

1. The description of "*Loan*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the 2010 Loan, and all references in the Deed of Trust to "*Loan*" are hereby deemed to include the 2010 Loan, together with any and all extensions, modifications, and renewals thereof.

2. The description of "*Note*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the 2010 Note, and all references in the Deed of Trust to "*Note*" are hereby deemed to include the 2010 Note, together with any and all extensions, modifications and renewals thereof.

3. The description of "*Liabilities*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the all present and future liabilities, indebtedness and other obligations of Grantor, the Original Borrowers and Borrowers (individually, collectively and interchangeably, the "*Obligors*") to Beneficiary, its subsidiaries, affiliates or successors, now existing or later arising, including, without limitation, all present and future loans, advances, interest, costs, overdraft indebtedness, credit card indebtedness, lease obligations, or obligations relating to any Rate Management Transaction, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, or substitutions of any of the foregoing, regardless of whether such Obligors may be liable jointly or solidarily with others or individually liable as debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated. The term "*Liabilities*" includes without limitation, the following:

(i) That certain Line of Credit Note, dated August 21, 2002, in the original principal amount of Twenty-Four Million Eight Hundred Twenty-Four Thousand Nine Hundred One and 62/100 Dollars (\$24,824,901.62), executed and delivered by the Original Borrowers to the Beneficiary; and

(ii) That certain First Amended and Restated Line of Credit Note dated November 30, 2005 in the original principal amount of Twenty-Two Million One Hundred Ninety-One Thousand Four Hundred Ninety-Two and 00/100 Dollars (\$22,191,492.00.), executed and delivered by the Original Borrowers to the Beneficiary; and

(iii) That certain Line of Credit Note dated November 21, 2007 in the original principal amount of Twenty-Two Million Two Hundred-Seventy Thousand Ninety-Two and 00/100 Dollars (\$22,270,092), executed and delivered by the Borrowers to the Beneficiary; and together with any and all extensions, renewals, modifications, refinancings, consolidations and substitutions, thereof.

(iv) That certain Line of Credit Note dated August 31, 2009 in the original principal amount of Thirty Nine Million Three Hundred Seventeen Thousand Eight Hundred Ninety Two Dollars And 0/100 (\$39,317,892), executed and delivered by the Borrowers to the Beneficiary; and together with any and all extensions, renewals, modifications, refinancings, consolidations and substitutions, thereof.

(v) That certain Line of Credit Note dated January 7, 2010 in the original principal amount of Forty Six Million Three Hundred Thirty Seven Thousand Eight Hundred Ninety Two And 00/100 Dollars (\$46,337,892), executed and delivered by the Borrowers to the Beneficiary; and together with any and all extensions, renewals, modifications, refinancings, consolidations and substitutions, thereof

(vi) The performance of all of the promises and agreements contained in the Related Documents by all parties thereto, including the Deed of Trust, as amended.

4. The description of "*Loan Agreement*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the 2010 Amendment, and all references in the Deed of Trust to "*Loan Agreement*" are hereby deemed to include the 2010 Amendment, together with any and all extensions, modifications and renewals thereof.

5. The description of "*Loan Documents*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the 2010 Loan Documents, and all references in the Deed of Trust to "*Loan Documents*" are hereby deemed to include the 2010 Loan Documents.

6. The Grantor shall comply with the other terms of the Deed of Trust, except as modified herein. In the event that the terms and provisions contained in the Deed of Trust in any way conflict with the terms and provisions contained in this Fifth Amendment, the terms and provisions of this Fifth Amendment shall prevail, and as modified by this Fifth Amendment, the Deed of Trust is hereby ratified and confirmed.

7. Nothing herein contained shall in any matter affect the priority or lien of the Deed of Trust securing the MECC Note, the Consolidation Note, the 2005 Note, or the 2007 Note, the 2009 Note, or the Trans-Med Note (collectively, the "*Prior Notes*"). It is the intention of the Grantor and Beneficiary that this Fifth Amendment shall not constitute a novation of the Prior Notes, the Deed of Trust, or the indebtedness secured thereby.

8. This Fifth Amendment shall be binding on the heirs, executors, administrators, successors and assigns of the Grantor and the Beneficiary.

9. This Fifth Amendment may be executed in any number of counterparts which, when taken together as a whole, shall constitute a single instrument.

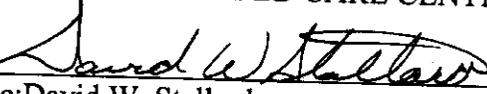
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[Signature Page to Fifth Amendment to Deed of Trust]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Fifth Amendment on the day, month and year first set forth above.

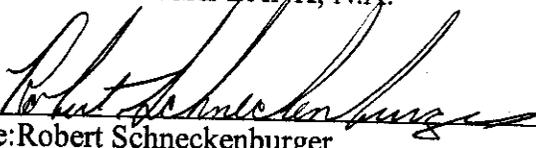
GRANTOR:

MISSISSIPPI EXTENDED CARE CENTERS, INC.

By: 
Name: David W. Stallard
Title: President

BENEFICIARY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Robert Schneckenburger
Title: Senior Vice President

STATE OF LOUISIANA

PARISH OF JEFFERSON

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 7th day of January, 2010, within my jurisdiction, the within named David W. Stallard who acknowledged that he is the President of Mississippi Extended Care Centers, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing Fifth Amendment, after first having been duly authorized by said corporation to do so.

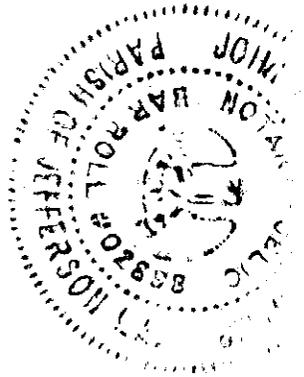


John Patrick Beauchamp
Notary Public
Bar Roll No. 02898
Jefferson Parish, Louisiana
My commission is for life.

STATE OF LOUISIANA

PARISH OF JEFFERSON

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 7th day of January, 2010, within my jurisdiction, the within named Robert Schneckenburger, who acknowledged that he is Senior Vice President of JPMorgan Chase Bank N.A., a national banking association (the "*Beneficiary*"), and that for and on behalf of the said Beneficiary, and as its act and deed, he executed the above and foregoing Fifth Amendment, after first having been duly authorized by said Beneficiary so to do.



John Patrick Beauchamp
Notary Public
Bar Roll No. 02898
Jefferson Parish, Louisiana
My commission is for life.

EXHIBIT "A"**REAL PROPERTY DESCRIPTION**

PART OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33,
T-1-S, R-8-W, DESOTO COUNTY, MISSISSIPPI
MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said Section, said point being the intersection of the Centerline of Nail Road and Tulane Road;

Thence West a distance of 190.10 feet;

Thence North a distance of 39.22 feet to the North Right-of-Way line of said Nail Road and to the Point of Beginning;

Thence South $89^{\circ}51'30''$ West along said North Right-of-Way line a distance of 485.24 feet;

Thence North $00^{\circ}08'30''$ West a distance of 49.37 feet;

Thence North $25^{\circ}16'00''$ East a distance of 947.30 feet;

Thence North $67^{\circ}41'49''$ East a distance of 80.82 feet to the West Right-of-Way line of Tulane Road, said point being a Curve;

Thence Southerly along said Right-of-Way line of Tulane Road, a Curve to the Right, having a Delta of $17^{\circ}08'32''$, a Radius of 2251.83 feet, a Chord of South $12^{\circ}51'39''$ East 671.22 feet;

Thence South $85^{\circ}40'51''$ West a distance of 150.00 feet;

Thence along a Curve to the Right having a Delta of $04^{\circ}10'39''$, a Radius of 2101.83 feet, a Chord of South $02^{\circ}17'40''$ East 153.21 feet;

Thence South $00^{\circ}08'30''$ East a distance of 116.75 feet to the Point of Beginning and containing 7.45 acres.