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FILED NO. 244
BOOK 42 PAGE 372
94 JUL 27 AM 11:02
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

LANDLORD CONSENT AND WAIVER

THIS LANDLORD CONSENT AND WAIVER (this "Consent") is made and entered into as of this 22nd day of July, 1994, by HEALTH AND RETIREMENT PROPERTIES TRUST, a Maryland real estate investment trust formerly known as HEALTH AND REHABILITATION PROPERTIES TRUST ("Landlord"), for the benefit of ECA HOLDINGS, INC., a Delaware corporation ("Tenant"), and HELLER FINANCIAL, INC., a Delaware corporation ("Heller").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease agreement (the "Lease") pursuant to that certain Master Lease Document, General Terms and Conditions dated as of December 30, 1993, as amended by the Amendment to Master Lease Document as of July 20, 1994 (as so amended, the "Master Lease Document"), pertaining to certain premises owned by Landlord more particularly described in Exhibit A attached hereto (the "Premises");

WHEREAS, Tenant and certain of Tenant's affiliates are parties to that certain Medical Claims Revolving Loan Agreement dated as of July 22, 1994 (the same, as amended to the dated hereof and as it may be further amended, modified, supplemented or restated from time to time, being referred to hereinafter as the "Claims Agreement"), with Heller, pursuant to which Heller has made and may continue to extend certain financial accommodations to or for the benefit of Tenant and under which Tenant has or will incur obligations to Heller (all such obligations now existing or hereafter arising, together with interest thereon and other fees and charges in connection therewith, being referred to hereinafter collectively as the "Obligations"), which Obligations are secured by, among other things, all of Tenant's accounts receivable, general intangibles and books and records relating to accounts receivable and general intangibles, including computer disks, tapes and files ("Books and Records") and the proceeds thereof (collectively, the "Personal Property"); and

WHEREAS, Heller has required as a condition to the extension of such financial accommodations to Tenant under the Claims Agreement that Landlord enter into this consent and waiver.

NOW, THEREFORE, for and in consideration of the financial accommodations extended by Heller to Tenant and TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord hereby agrees for the benefit of Tenant and Heller as follows:

- 1. Landlord hereby acknowledges and agrees to the first and prior right and security interest of Heller in the Personal Property and to the exclusive rights of Heller to collect, foreclose upon, sell, transfer, liquidate or otherwise dispose of the Personal Property. Landlord agrees that, without the prior written consent of Heller, it shall not obtain any consensual lien or security interest or exercise any rights in the Personal Property adverse to the

interests of Heller. To the extent that Landlord may have or be entitled to assert against the Personal Property any statutory, contractual or possessory security interest or lien, or any right of distraint, levy or execution, against the Personal Property, such security interest, lien and right are hereby made subject and subordinate to the prior rights and interests of Heller in the Personal Property, and Landlord agrees not to take or institute any action to enforce or realize upon any such security interest, lien or right without the prior written consent of Heller. Should Landlord receive any cash or other property from any realization upon such security interest, lien or right, Landlord shall hold such cash or property in trust for Heller's benefit and shall promptly forward such cash or property to Heller for application to the Obligations.

2. Landlord agrees that, as between Landlord and Heller, the Personal Property shall remain personal property and will not become part of the Premises.

3. Landlord acknowledges and agrees that Tenant's rights to receive payments or reimbursements under Medicare, Medicaid, CHAMPUS, private insurance and other government and private medical benefit arrangements constitute accounts receivable and not rents or other profits of or proceeds from the Premises.

4. Heller or any of its representatives may enter upon the Premises at any reasonable time upon reasonable notice during normal business hours to inspect or remove the Personal Property, subject to the obligation to repair any damage to the Premises caused by such removal.

5. To the best of Landlord's Knowledge, the Lease and the Master Lease Document are valid and enforceable according to their respective terms and neither the Lease nor the Master Lease Document has been modified either orally or in writing except as provided in the amendment to the Master Lease Document referred to above.

6. To the best of Landlord's knowledge, as of the date hereof, there exists no default, event of default or breach of any covenant or agreement under the Lease or the Master Lease Document, and there exists no event or condition which, with notice or lapse of time or both, would constitute such default, event of default or breach.

7. Landlord agrees that it shall endeavor to deliver to Heller a copy of any notice of any claimed breach or default by Tenant under the Lease or the Master Lease Document at the same time that Landlord sends such notice to Tenant. Such copy shall be sent to Heller by telecopier at the following address:

Health Care Financial Services Division
Heller Financial, Inc.
717 North Harwood
Suite 1000
Dallas, Texas 75201
Attention: Division Manager
Telecopier Number: (214) 220-7032

8. Landlord agrees that in the event that it assigns its interest in any of the Leases, it shall cause the assignee to agree to be bound by the provisions of this Consent.

9. This Consent shall be binding upon the parties hereto and their respective heirs, successors and assigns, and shall inure to the benefit of Heller and its successors and assigns, and may not be modified, amended or altered, except by writing signed by Landlord and Heller.

IN WITNESS WHEREOF, Landlord has caused this Consent to be made, executed and delivered the day and year first above written for the benefit of Tenant and Heller.

LANDLORD:

HEALTH AND RETIREMENT PROPERTIES
TRUST

By: David J. Hegarty

Title: EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Mass.)
COUNTY OF Suffolk) ss:

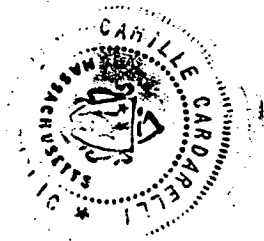
On July 21, 1994, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared David J. Neavety, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Exec. V.P., of HEALTH AND RETIREMENT PROPERTIES TRUST, a Maryland real estate investment trust, and acknowledged to me that such real estate investment trust duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Camille Cardarelli
Notary Public in and for said State

[NOTARIAL SEAL]

My commission expires: Camille Cardarelli
Notary Public
My Commission Expires Sept. 28, 1995



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EXHIBIT A

The East 459.65 feet of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, except the North 25 feet of the East 25 feet thereof, and except the South 165 feet of the East 132 feet thereof, of Section 36, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.