

Prepared By and
Upon Recordation Return to:

Diane Helen Ford, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue
Suite 650
Orlando, Florida 32801

CONSENT TO AND ASSIGNMENT OF
GROUND LEASE

This Consent and Assignment of Ground Lease ("Assignment ") is entered into and effective this 29th day of May, 2009, (the "Effective Date") and is assigned by and between Key West Convalescent Center, Inc., a Florida corporation ("Assignor"), and Key West Health and Rehabilitation Center, LLC, a Florida limited liability company ("Assignee"); and consented to by the Lower Florida Keys Hospital District, ("Lessor") and the Federal Housing Commissioner ("Lender").

RECITALS:

WHEREAS, Lessor and Assignor entered into that certain Ground Lease Agreement dated December 16, 1982, as amended by that certain Amendment to Ground Lease Agreement dated December 18, 1985, and that certain Amendment to Ground Lease Agreement dated June 24, 2002 (collectively, the "Lease"); and

WHEREAS, pursuant to Article XIII of the Lease, Assignor has the right to assign the Lease subject to the terms and conditions therein; and

WHEREAS, by letter dated April 20, 2009 Assignor requested approval of the assignment of the Lease in whole to Assignee, and by letter dated May 12, 2009, Assignee requested approval of the assignment of Lease from Assignor; and

WHEREAS, Assignee has agreed to assume all the covenants, duties and obligations of Assignor, accruing from and after the Effective Date, as Lessee under the Lease; and

WHEREAS, Lessor has agreed to the assignment of the Lease to Assignee subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lender has consented to the assignment of the Lease from Assignor to Assignee;

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration between the parties, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Lease is assigned to the Assignee as of the Effective Date subject to the following conditions, which conditions have been agreed to by Assignee:

- (a) The Lessor shall be given prior written notice of and right of approval, not to be unreasonably withheld, of the Assignee's selection of an operator of the nursing and rehabilitation facility (the "Facility").
- (b) The Lessor be given prior written notice of the identity of any additional members of Key West Health and Rehabilitation Center, LLC, and/or the proposed transfer of membership interest in the LLC; none of which requires Lessor approval contingent upon Senior Care Group, Inc., remaining the managing member and majority shareholder in Key West Health and Rehabilitation Center, LLC.
- (c) That Lessor be given written copies by Assignee of any Plan of Corrections submitted by the Facility to either the Agency for Health Care Administration (AHCA) or the Centers for Medicare and Medicaid (CMS) within seven (7) days of such submission; and written notice of the Facility's placement on the AHCA *Watch List* within three (3) days of such occurrence.
- (d) That representatives of Assignee and/or the Facility shall attend any regular or special meeting of the Board of Commissioners of the Lessor to which it has been requested to attend, in order to seek to alleviate any quality of care or other concerns.

2. That Assignor shall be relieved of any and all of its obligations under the Lease, as of the Effective Date, but shall not be relieved of past obligations accruing prior to the Effective Date.

3. The parties hereto acknowledge and agree that the Commencement Date of the Lease is December 16, 1982 and the Lease shall extend for a period of ninety-nine years from said date, unless sooner terminated in accordance with the provisions of the Lease.

4. Lessor hereby acknowledges and agrees that the obligation of Assignor to construct an additional fifty-two (52) parking spaces pursuant to Article XVI, Subsection 16.1 of the Lease has either been satisfied by Assignor or has been waived by Lessor and is not an obligation of Assignee; provided, however, the Parties hereto acknowledge and agree that the last sentence of such Article XVI, Subsection 16.1, which provides as follows: "It is understood and agreed that employees of LESSOR shall be entitled to park on spaces constructed on the Leased Land by LESSEE as such spaces are available," shall remain in full force and effect.

5. Lessor hereby acknowledges and agrees that the Landlord's Lien established in Article XIV, Subsection 14.7 of the Lease is and shall be subordinate to the lien of any security agreement assumed or executed by Assignee in favor of Lender.

6. For purposes of notice pursuant to Article XVII, Subsection 17.11 of the Lease, the address of the Lessor shall, until changed as provided in the Lease, be as follows:

Notice to LESSOR: Lower Florida Keys Hospital District
P.O. Box 5403
Key West, FL 33045-5403

and the address of the Lessee shall, until changed as provided in the Lease, be as follows:

Notice to LESSEE: Key West Health and Rehabilitation Center, LLC
1240 Marbella Plaza Drive
Suite 200
Tampa, FL 33619

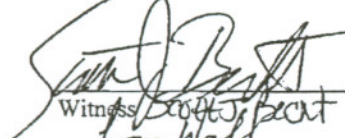
7. For purposes of rent payment pursuant to Article IV, Subsection 4.5 of the Lease,
the address of the Lessor shall, until changed as provided in the Lease, be as follows:

Administrator
Lower Florida Keys Hospital District
P.O. Box 5403
Key West, FL 33045-5403

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective
Date.

KEY WEST CONVALESCENT CENTER, INC.


Witness Robert Becht
Witness Lory Hall

By: Robert Becht
Robert Becht
President

**KEY WEST HEALTH AND
REHABILITATION CENTER, LLC**

Witness

Witness

By: _____
R. Daniel Vaughan
President, Senior Care Group, Inc.,
Managing Member

LOWER FLORIDA KEYS HOSPITAL DISTRICT

Witness

By: _____
Henry Hamilton
Chairman, Board of Commissioners

FEDERAL HOUSING COMMISSIONER

Witness

By: _____
Name: _____
Title: _____

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Date.

KEY WEST CONVALESCENT CENTER, INC.


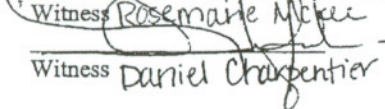
Witness

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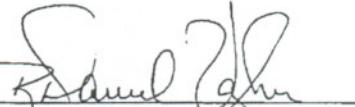
By: _____

Robert Becht
President

**KEY WEST HEALTH AND
REHABILITATION CENTER, LLC**


Witness Rosemarie McKee

Witness Daniel Chabentier

By: _____


R. Daniel Vaughan
President, Senior Care Group, Inc.,
Managing Member

LOWER FLORIDA KEYS HOSPITAL DISTRICT

Witness

By: _____

Henry Hamilton
Chairman, Board of Commissioners

FEDERAL HOUSING COMMISSIONER

Witness

By: _____

Name: _____

Title: _____

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KEY WEST CONVALESCENT CENTER, INC.

Witness

By: _____
Robert Becht
President

**KEY WEST HEALTH AND
REHABILITATION CENTER, LLC**

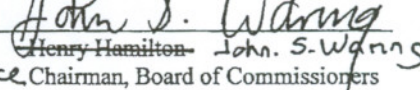
Witness

By: _____
R. Daniel Vaughan
President, Senior Care Group, Inc.,
Managing Member

LOWER FLORIDA KEYS HOSPITAL DISTRICT



Witness

By: 
~~Henry Hamilton~~ John S. Waring
Vice Chairman, Board of Commissioners

FEDERAL HOUSING COMMISSIONER

Witness

By: _____
Name: _____
Title: _____

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KEY WEST CONVALESCENT CENTER, INC.

Witness

By: _____
Robert Becht
President

KEY WEST HEALTH AND
REHABILITATION CENTER, LLC

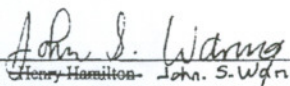
Witness

By: _____
R. Daniel Vaughan
President, Senior Care Group, Inc.,
Managing Member

LOWER FLORIDA KEYS HOSPITAL DISTRICT




Witness

By: 
~~Henry Hamilton~~ John S. Waring
Vice Chairman, Board of Commissioners

FEDERAL HOUSING COMMISSIONER



Witness

By: 
Name: Roger L. Miller
Title: Director, OFHCF

MY FILED:\FDK\WCC\Consent\Asap\OfHCF\Letter-011309.doc