

renewals and replacements thereto or thereof, substitutions therefor and all cash and non-cash proceeds (including insurance proceeds) therefrom (the "Equipment"), subject only to Permitted Encumbrances, all of which to the maximum extent permitted by law are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Land, if located thereon, as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage, subject only to Permitted Encumbrances.

TOGETHER WITH all Inventory (as defined in Exhibit "C" attached hereto and made a part hereof) and all cash and non-cash proceeds thereof (including insurance proceeds), subject only to Permitted Encumbrances. The Land (including the psychiatric and alcohol and drug treatment hospital constructed or to be constructed thereon and any and all other improvements hereafter located thereon), the Equipment, the Inventory, and any Additional Facilities (as defined in the Agreement), all as may now or hereafter exist, are hereinafter collectively referred to as the "Facilities."

TOGETHER WITH all Gross Receipts (as defined in Exhibit "C" attached hereto and made a part hereof), subject only to Permitted Encumbrances.

TOGETHER WITH all other easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Facilities or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Corporation, and the reversion(s), remainder(s), and the rents, issues, profits and revenues of the Facilities, including the Gross Receipts of the Corporation, as defined in Exhibit "C" attached hereto and made a part hereof, from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, and tenant deposits relating to the Facilities), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Corporation of, in, and to the same, subject only to Permitted Encumbrances; provided, however, that, so long as no event of default under the Agreement shall have occurred and be continuing and subject to the terms of the Agreement, the Corporation shall have the exclusive right to possession and use of (i) the rents, issues, profits and revenues of the Facilities, and (ii) the Gross Receipts of the

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