

February 16, 2009

Paresh Vipani
Chief Financial Officer
Platinum Health Care LLC
7444 N. Long Ave.
Skokie, IL 60077

Dear Mr. Vipani:

We refer to recent discussions between our firm, Lancaster Pollard Mortgage Company (the "Lender") and **OJJC Realty, LLC and OJCC, LLC** (the "Sponsor"), concerning the proposed application to the U.S. Department of Housing and Urban Development ("HUD") for Federal Housing Administration ("FHA") mortgage insurance under Section **FHA 232** of the National Housing Act. Proceeds from the insured mortgage loan will be used to **finance the construction and fund related closing costs for a new 75-bed skilled nursing facility** (the "Project"). The Project's name and location is: **OJJC Realty, LLC and OJJC, LLC, 3089 Old Jacksonville Road, Springfield, IL 62702.**

Please be advised that the Lender hereby agrees to act as the FHA approved mortgagee in processing the application for mortgage insurance on the Project using the FHA **LEAN or MAP accelerated processing** program designated above, subject to your acceptance of the terms and conditions contained in this letter.

It is agreed that the Lender shall have the exclusive right to represent you as the mortgagee in the applications to HUD for an FHA mortgage insurance commitment and shall have the exclusive right to fund the insured mortgage loan through the sale of GNMA mortgage-backed securities or private-label securities to be issued by the Lender (the "Permanent Funding Mechanism"). As consideration for our FHA mortgage processing services, a fee equal to **one percent (1.00%)** of the amount of the FHA mortgage insurance commitment (the "Financing Fee") will be payable to the Lender. For providing the initial bridge loan and subsequent issuance and sale of the Permanent Funding Mechanism, an additional fee equal to **three-quarters of one percent (0.75%)** of the amount of the FHA mortgage insurance commitment (the "Permanent Loan Fee") will be payable to the Lender. The Financing Fee and Permanent Loan Fee are payable as follows:

- I. A Good Faith Deposit of **Five Thousand Dollars (\$5,000)** payable upon acceptance of this agreement. Should it be determined by the Lender that the project is infeasible or ineligible for FHA mortgage insurance, Lender will promptly refund the Good Faith Deposit net of expenses and this agreement shall be canceled and the obligations of the Lender and Sponsor shall terminate. Should the project successfully close, the good faith deposit shall be promptly refunded in whole.
- II. One-half of the Financing Fee shall be earned upon Lender's receipt of a firm commitment for mortgage insurance from HUD containing terms substantially the same as those included in the application. This earned

portion of the financing fee shall be payable at the earlier of loan closing or HUD commitment expiration.

III. The balance of the Financing Fee and the Permanent Loan Fee will be earned and payable to Lender at the time of the closing of the loan.

It is further agreed that all costs for third-party consultant reports required for underwriting and submitting the FHA mortgage insurance application, including but not limited to; market studies, appraisals, environmental audit reports, property boundary surveys, architectural/engineering reviews, and project cost reviews, if applicable, will be the responsibility of the Sponsor solely, without mark-up or surcharge. Such third-party consultants will be engaged by Lender with the prior consent of Sponsor. The Lender will submit invoices to the Sponsor for costs in connection with third-party consultants and the Sponsor agrees to promptly make payment to the Lender in the amount of the invoice presented, without mark-up or surcharge. Should the application for mortgage insurance be abandoned at any time and for any reason, the Sponsor agrees to reimburse the Lender for payment of all third-party consultant report charges incurred to the date of abandonment without mark-up or surcharge.

In order to ensure an efficient and expeditious application and closing process, the Sponsor and agents, associates and contractors thereof are required to promptly respond to all reasonable requests for information from the Lender. As direct lender and representative of the Sponsor in the FHA mortgage insurance application process, the Lender requires participation in all communication, whether written or verbal, that might occur between the Sponsor and the HUD Field Office. Lender will provide Sponsor with copies of submissions made to the HUD Field Office on the Sponsor's behalf.

In executing this agreement, the Sponsor acknowledges that the final determination of the value of the Project, the mortgage insurance amount and certain other terms of the mortgage loan are made by, or significantly influenced by, impartial third-party consultants and/or the HUD Field Office. The Lender cannot provide any assurances that the results of our collective efforts to arrange the FHA insured mortgage loan will definitively produce the desired outcome with respect to mortgage amount or terms.

This agreement shall be binding upon the heirs, successors and assigns of the parties and upon the successors to and assigns of the FHA mortgage insurance commitment and the real property to which it pertains.

We truly look forward to working with you on the successful completion of this financing.

Sincerely,



Steven W. Kennedy Jr.
Vice President
Lancaster Pollard & Co.