Document prepared by, recording requested by and when recorded return to:

Joseph B. Heil, Esquire Dechert Price & Rhoads 4000 Bell Atlantic Tower 1717 Arch Street Philadelphia, PA 19103-2793 95808478 . GERF-OI RECORDING

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COUR COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

Dated as of November 1, 1995

FAIRVIEW HEALTH CARE PROPERTIES, L.L.C. as Assignor

NOMURA ASSET CAPITAL CORPORATION as Assignee

Property Address: 701 LaGrange Road

LaGrange Park, IL 60525

PIN:

15-33-128-010

15-33-128-011

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November []. 1995, by FAIRVIEW HEALTH CARE PROPERTIES, L.L.C., an Illinois limited liability company, having an address at c/o Bell Vending, 5301 West Touhy, Skokie, Illinois 60077, Attention: Eric Rothner, Telefax Number: 708 673-7/41 ("Assignor") in favor of NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, having an address at 2 World Financial Center, Building B, New York, New York 10281-1198, Attention: Gregory Anderson, Telefax Number: 212-667-1022 (together with its successors and assigns, "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the fee simple interest in the improved real property described on Exhibit A attached hereto (the "Facility");

WHEREAS, Assignor, Assignee, FAIRFAX HEALTH CARE PROPERTIES, L.L.C., an Illinois limited liability company, and VALPARAISO HEALTH CARE PROPERTIES, L.L.C., in Indiana limited liability company (together, the "Affiliated Borrowers") are parties to a Loan Agreement dated as of the date hereof (said Loan Agreement, as modified and supplemented and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides for a loan (the "Loan") to be made by Assignee to Assignor and the Affiliated Borrowers in an aggregate principal amount of up to \$21,750,000. The advance with respect to the Assignor's Facility is to be evidenced by, and repayable with interest thereon, Default Rate interest, and Late Charges, together with the Yield Maintenance Premium, if any, in accordance with a promissory note executed and delivered by Assignor to the order of Assignee (such Assignor's note, as modified and supplemented and in effect from time to time, the "Note");

WHEREAS, Assignor has also executed and delivered a Mortgage. Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof by Assignor, as mortgagor, to Assignee, as mortgagee (in its original form and as hereafter amended, the "Mortgage"), establishing a first priority lien on the Facility to secure the payment and performance of the Note and the other Loan Documents. The Mortgage also secures the payment and performance of all obligations of all Affiliated Borrowers under the Loan Documents. The Mortgage has been recorded in the County in which the Facility is located;

WHEREAS, Assignee, Assignor and the Affiliated Borrowers contemplate that Assignee's interest in and to, inter alia, the Loan (or a portion thereof), the Note,

w:\{inder\heil\nomura\cci\poola\fairview\exhibitb.1

this Assignment and the Loan Documents may be assigned by Assignee to another Person, including without limitation to a trustee on behalf of security holders in connection with a Securitization;

WHEREAS, Assignor has leased its Facility to an Operator pursuant to a Master Lease and Operator has, in such Master Lease, pledged to Assignor a security interest in all of such Operator's Collateral (as defined in the Master Lease) as security for payment of such Operator's obligations to Assignor under such Master Lease; and

WHEREAS, Assignor intends by the execution and delivery of this Assignment to further secure the payment and performance of the Loan Obligations (as such term is defined in the Mortgage);

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and egree as follows:

1. <u>Certain Defined Terms</u>. For all purposes of this Assignment, all capitalized terms shall have the meaning ascribed thereto in the Loan Agreement unless defined herein, and:

"Assignee" has the meaning provided in the first paragraph of this Assignment.

"Assignor" has the meaning provided in the first paragraph of this Assignment.

"Facility" has the meaning provided in the recitals of this Assignment.

"Event of Default" has the meaning provided in Section 1.

"Improvements" means all buildings, structures and improvements of every nature whatsoever situated on the Land on the Closing Date or thereafter, incloding, but not limited to, to the extent of the Assignor's rights, title or interest therein or thereto, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements.

"Land" has the meaning provided in the Mortgage.

"Leases" means all leases (including, without limitation, any Master Lease) and other agreements or arrangements affecting the use or occupancy of all or any portion of the Facility now in effect or hereafter entered into (including, without limitation, all patient admissions and resident care agreements, lettings, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Facility), together with any guarantees, supplements, amendments, modifications, extensions and renewals of the same, and all additional remainders, reversions, and other rights and estates appurtenant thereto.

"Loan" has the meaning provided in the recitals to this Assignment.

"Loan Agreement" has the meaning provided in the recitals to this Assignment.

"Mortgage" has the meaning provided in the recitals to this Assignment.

"Note" has the meaning provided in the recitals to this Assignment.

"Rents" means, with respect to Assignor and its Facility, to the extent Assignor has any rights, title or interest it or to any of the following, (x) all receipts, rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), issues, income, royalties, profits, royenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise) lease termination fees or payments, rejection damages, buy-out fees and any other fees reade or to be made in lieu of rent, any award made hereafter to Assignor or the Operator of Assignor's Facility in any court proceeding involving any tenant, lessee, licensee or concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under the Leases, including, without limitation, (i) rights to payment earned under the Leases for space in the Improvements for the operation of ongoing businesses, such as restaurants, news stands, barber shops, beauty shops, and pharmacies.(ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of Assignor's Facility, including, all rights to payment from the Medicare and Medicaid programs or similar state or federal programs, boards, bureaus or agencies and rights to payment from patients or private insurers, arising from the operation of the Assignor's Facility and (y) all revenues, receipts, income, accounts, accounts receivable and other receivables including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest

laundry, the provision or sale of other goods and services, and any other items of revenue, receipts of other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended.

- Assignment of Leases and Rents. Assignor does hereby absolutely and unconditionally assign to Assignee all of Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Leases or otherwise impose any obligation upon Assignee, and notwithstanding the Assignment, Assignor shall remain liable for any obligations undertaken by it pursuant to any Lease. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance reasonably satisfactory to Assignee, as may hereafter be requested by Assignee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this Section 2, Assignee grants to Assignor a license, revocable as hereinafter provided, to operate and manage the Facility and to collect and use the Rents subject to the requirements of the Loan Agreement. In accordance with Section 2.12(a) of the Loan Agreement, (i) on the Closing Date (and at all times thereafter to but excluding the Prepayment Dave), all payments due under the Master Lease for the Facility, except Bonus Rent (as defined in such Master Lease), shall be deposited when due into the Collection Account, and (ii) on and after the Prepayment Date (without Lender's election), or upon the occurrence of an Event of Default (at Lender's election), all rents, revenues or income of any 'and derived by the Operator or from such Borrower's Facility within one Business Day of receiot thereof shall be deposited into the Collection Account. Upon the occurrence of an Event of Default, the license granted to Assignor herein shall, at Assignee's election, be revoked by Assignce, and Assignee shall immediately be entitled to possession of all Rents then or thereafter in the Collection Accounts and in the Cash Collateral Accounts and all Rents collected thereafter (including Rents past due and unpaid) whether or not Assignee enters upon or takes control of the Facility. Upon such an election, Assigned shall promptly provide Assignor with written notice of same. Any Rents collected by Assignor from and after the date on which an Event of Default occurred shall be held by Assignor in trust for Assignee. Assignee is hereby granted and assigned by Assignor the right, at its option, upon revocation of the license granted herein, to enter upon the Facility in person, by agent or by court appointed receiver to collect the Rents.
- 3. Leases. Assignor shall not, without the prior consent and approval of Assignee, enter into, amend or terminate any Leases.

- Covenants. Assignor (a) shall observe and perform all the obligations imposed upon the lessor under the Leases except where such failure does not give rise to rights of tenant to set-off against rent payments or to terminate the Lease and shall not do or permit to be done anything to materially impair the value of such Leases as security for the Indebtedness; (b) shall, in accordance with Assigner's normal and customary business practices, enforce the Leases; (c) except in accordance with normal and customary business practices, shall not collect any of the Rents under the Leases race than one month in advance (except that Assignor may collect in advance such security deposits as are permitted pursuant to applicable Legal Requirements and are commercially reasonable in the prevailing market); (d) shall not execute any other assignment of lessor's interest in the Leases or the Rents; (e) except to the extent permitted by the issar Agreement, shall not Transfer or suffer or permit to occur a Transfer of all or any part of the Facility or of any interest therein so as to effect a merger of the estates and rights of lessees thereunder; (f) shall assign and transfer to Assignee any and all subsequent Leases; and (g) shall, without limiting any other provision hereof, execute and deliver at the request of Assignee all such further assurances, confirmations and assignments in connection with the Facility as Assignee shall from time to time reasonably require; provided, however, that no such further assurances, confirmations and assignments shall increase Assignor's obligations under the Loan Documents.
- Security Deposit. In accordance with Section 2.12(a) of the Loan Agreement, all security deposits collected by or neid by Assignor or Operator shall be deposited (within one business Day after receipt the cof) directly into the Security Deposit Account for the Facility. Any bond or other instrument which Assignor is permitted to hold in lieu of cash security deposits under applicable Legal Requirements shall be maintained in full force and effect unless replaced by cash deposits, shall be issued by a Person reasonably satisfactory to Assignee, shall, if permitted pursuant to Legal Requirements, name Assignee as payee or beneficiary thereunder (or at Assignee's option, be fully assignable to Assignee) and shall, in all respects, comply with applicable Legal Requirements and otherwise be reasonably satisfactory to Assigned. Assignor shall, upon request, provide Assignee with evidence reasonably satisfactory to Assign or of Assignor's and Operator's compliance with the provisions of this Section 5. Upon the occurrence of an Event of Default, the license granted to Assignor herein shall at Assignee's election be revoked by Assignee, and, upon notice of such revocation, Assignee shall immediately be entitled to possession of all of the security deposits, whether or not Assignee enters upon or takes control of the Facility and whether or not the security deposits are deposited in the Security Deposit Account, or not at all.

- Assignee that Assignor has not (a) executed any prior assignment of the Leases or the Rents; (b) performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; (c) executed or granted any modification whatsoever of any Lease which in the aggregate might have a Material Adverse Effect; and (d) given to nor received any written notice of default from any tenant which, individually or in the aggregate, might have a Material Adverse Effect, and to Assignor's knowledge, no events or circumstances exist which with or without the giving of notice, the passage of time or both may constitute a default under any of the Leases which in the aggregate might have a Material Adverse Effect.
- 7. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default (an "Event of Default") under this Assignment:
- (a) if any representation or warranty made herein shall be false in any material respect as of the date such representation or warranty was made or remade;
- (b) subject to the notice and grace periods set forth in Section 7.1 (xiii) of the Loan Agreement, a default under any other obligations, agreements, undertaking terms, covenants, provisions or conditions of this Assignment;
- (c) a default by Assignor or the Operator of Assignor's Facility under the terms of any of the Leases; and
 - (d) an Event of Default under any of the Lora Documents.
- Assignee, without in any way waiving such Event of Default, at its option, upon notice and without regard to the adequacy of the security for the principal sum interest and indebtedness secured hereby and by the Mortgage, either in person or by agant, upon bringing any action or proceeding, or by a receiver appointed by a court, may take possession of the Facility and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Assignee shall immediately be entitled to possession of all of the security deposits held with respect to the Facility, whether or not Assignee enters upon or takes control of the Facility. Assignee, either with or without taking possession of the Facility in its own name, may demand, sue for or otherwise collect and receive all of the Rents, including any Rents past due and unpaid, and apply such Rents to the payment of any one or more of the

following in such order and in such amounts as Assignee may elect in its sole and absolute discretion: (a) all reasonable expenses of managing the Facility, including, without limitation, the salaries, fees and wages of any managing agent and such other employees as Assignee may deem necessary and all expenses of operating and maintaining the Facility, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which are due and payable and the cost of all alterations, renovations, repairs or replacements, and all reasonable costs and expenses incident to taking and retaining possession of the Facility and the enforcement of any of Assignce's rights and remedies hereunder; and (b) the Loan Obligations secured hereby and by the Mortgage, together with all reasonable costs and reasonable attorneys' fees actually incurred in connection with any of the foregoing. The exercise by Assignee of the option granted it in this Section 8 and the collection of the Rents and the application thereof as herein provided shall not be considered a valver of any Event of Default under the Note, the Mortgage, this Assignment or any Lorn Document. Assignor agrees that the exercise by Assignee of one or more of its rights and temedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee-in-possession.

Liability and Indemnification. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Facility or any portion thereof after the occurrence of an Event of Default or from any other act or omission of Assignee either in collecting the Flerits or, if Assignee shall have taken possession of the Facility, in managing the Facility after any such Event of Default unless such loss is caused by the gross negligence or willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge, nor doe. Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Assignor shall, and does hereby agree to indemnify Assignee for, and to hold Assignee harmless prior to the time that Assignee becomes a mortgagee-in-possession or fee owner of the Facility or otherwise takes possession of the Facility following an Event of Default from, any and all liability, loss or dimage which may or might be incurred under said Leases or under or by reason of this Assignment and the exercise of Assignee's remedies hereunder and under the Loan Documents and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases unless caused by Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof (including reasonable costs and expenses and reasonable attorneys' fees and disbursements) shall be secured hereby, and Assignor shall reimburse Assignee therefor within ten days of demand therefor, which amount

shall bear interest at the Default Rate from the date due until the date of payment, and upon the failure of Assignor so to do Assignee may, at its option, exercise Assignee's remedies under the Mortgage and the other Loan Documents. It is further understood that unless and until Assignee shall become a mortgagee-in-possession or the fee owner of the Facility or otherwise takes possession or control of the Facility following an Event of Default, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Facility upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Facility by the tenants or any other parties, or for any dangerous or defective condition of the Facility, or for any negligence in the management, upweep, repair or control of the Facility resulting in loss or injury or death to any tenant, licensee, guest, employee or stranger.

- 10. Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in Section 8.6 of the Loan Agreement.
- 11. <u>Binding Obligations</u>. The provisions and covenants of this Assignment shall run with the Facility, shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.
- 12. <u>Captions</u>. The captions or headings at the beginning of each Section hereof are for the convenience of the parties hereto and are not a part of this Assignment.
- Assignment of Interest. Assignor acknowledges and agrees that Assignee may assign all or any portion of its rights and/or obligations hereunder to another Person, including, without limitation, to a trustee or Servicer before or after a Securitization, and that such trustee or Servicer shall be entitled to exercise all or any portion of Assignee's rights hereunder.
- 14. Severability. If any term or provision of this Assignment of the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the maximum extent permitted by law.

- Assignor's Obligations Absolute. Except as set forth to the contrary 15. in the Loan Documents, all sums payable by Assignor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Assignor hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of or any Taking of the Facility or any portion thereof; (b) any restriction or prevention of or interference with any use of the Facility or any portion thereof; (c) any title defect or encumbrance or any eviction from the Facility or any portion thereof by title paramount or otherwise, (d) any bankruptcy proceeding relating to Assignor, any member of Assignor, or any guaranter or indemnitor, or any action taken with respect to this Assignment or any other Loan Document by any trustee or receiver of Assignor or any such member, guaranter or indemnitor, or by any court, in any such proceeding; (e) any claim which Assignor has or might have against Assignee; (f) any default or failure on the part of Assignee to perform or comply with any of the terms hereof or of any other agreement with Assignor; or (1) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Assignor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Assignor waives all rights now or hereafter conferred by statute or concrwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Assignor.
- 16. <u>Amendments</u>. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by Assignor and Assignee.
- 17. Exhibits. The information set forth or the cover, heading and recitals hereof, and the Exhibit attached hereto, are hereby incorporated herein as a part of this Assignment with the same effect as if set forth in the body hereof.
- 18. <u>Time of the Essence</u>. Time is of the essence with respect to each and every covenant, agreement and obligation of Assignor under this Assignment.
- 19. <u>Termination</u>. When the Mortgage has been fully reconvered or released by Assignee, that reconveyance or release shall operate as a release and discharge of this Assignment and as a reassignment of all future Leases and all Rents with respect to the Facility to the Person or Persons legally entitled thereto, unless such reconveyance or release expressly provides to the contrary.

- Governing Law. This Assignment shall be governed by and 20. construed in accordance with the laws of the state in which the Facility is located.
- Cross Collateralization. Without limitation to any other right or 21. remedy provided to Assignee in this Assignment or any of the other Loan Documents, Assignor acknowledges and agrees that upon the occurrence of an Event of Default, (i) Assignee shall have the right to pursue all of its rights and remedies in one proceeding, or separately and independently in separate proceedings which it, as Assignee, in its sole and absolute discretion, shall determine from time to time, (ii) Assignee is not required to either marshall assets, sell Collateral in any inverse order of alienation, or be subjected to any "one action" or "election of remedies" law or rule, (iii) the exercise by Assignee of any remedies against any Collateral will not impede Assignee from subsequently or simultaneously exercising remedies against any other Collateral, (iv) all Liens and other rights, remedies and privileges provided to Assignee in the Loan Documents or otherwise shall remain in full force and effect until Assignce has exhausted all of its remedies against the Collateral and all Collateral has been foreclosed, sold or otherwise realized upon in satisfaction of the Loan, (v) Assignor's Facility shall be security for the payment and performance of all obligations of M. Borrowers under the Loan Documents and (vi) Assignor and the other Borrowers shall be jointly and severally liable for payment of the Indebtedness and for performance of all obligations under the Loan Documents.
- Exculpation. Without limiting the applicability of the terms of any 22. gnment, i...
 ction 8.14 of the 1...

 [Signatures on the following page]] Loan Document to this Assignment, this Assignment is and shall be subject to the exculpation provisions of Section 8.14 of the Loan Agreement.

IN WITNESS WHEREOF, this Assignment of Leases and Rents has been duly executed and delivered as of the day and year first above written.

ASSIGNOR

FAIRVIEW HEALTH CARE PROPERTIES, L.L.C., an Illinois limited liability company

Droporty Or FAIRVIEW MANAGEMENT ASSOCIATES, INC., an Illinois corporation, its sole managing member

By:

NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation

Bv:

Name:

Gregory Anderson

TS OFFICE

Title:

Vice President

STATE OF ILLINOIS)) ss:
COUNTY OF COOK) 55.
of FAIRVIEW MANAGEMENT ASS Member on behalf of FAIRVIEW HE limited liability company, did sign the f to be his free act and deed and the free	lic in and for said county, personally appeared me to be the person who as President OCIATES, INC., an Illinois corporation, Managing ALTH CARE PROPERTIES, L.L.C., an Illinois foregoing instrument and acknowledged the same se act and deed of said limited liability company. scribed my name this 111 day of November, Notary Public My Commission Expires: 2/21/78
"OFFICIAL SEAL" MITCHELL D. WEINSTEIN Notary Public. State of Illinois My Commission Expires Sept. 21, 1998	My Commission Expires: 1/2/1/3

STATE OF ILLINOIS COUNTY OF COOK)	SS:
I, Merel State aforesaid, DO HEREBY CERTIF me to be the Vice President of NOMU corporation of the State of Delaware, a acknowledged that as such Vice Preside Vice President of said Corporation as h voluntary act and deed of said Corporation	FY, to RA A ppea in the free free free free free free free fr	red before me this day in person and e signed and delivered the said Instrument as se and voluntary act and as the free and for the uses and purposes therein set forth.
A.D. 1995.	nd N	otarial Seal, this day of November,
"OFFICIAL SEAL" MITCHELL D. WEINSTEIN Notary Public. State of Illinois My Commission Expires Sept. 21, 1998	C	Mary Public
My Commission Expires:		C/O
		Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

LOTS 10 AND 11 IN BLOCK 12 IN WESTMORELAND, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIF 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, LYING EAST OF FIFTH AVENUE (NOW KNOWN AS LAGRANGE ROAD), IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1926 AS DOCUMENT 9426962. RE. 5-13-12E
10)
15-33-128-011
11)

TAX NUMBER:

(AFFECTS LOT 10)

TAX NUMBER:

(AFFECTS LOT 11)