FIFTH AMENDING AGREEMENT MADE AS OF JUNE 28, 2009

CHARTWELL MASTER CARE LP, a limited partnership formed under the laws of the Province of Manitoba, as Borrower, CSH TRUST, an unincorporated open ended trust established under the laws of the Province of Ontario, CHARTWELL BENCO INC., GP M TRUST, an unincorporated trust established under the laws of the Province of Ontario, CHARTWELL MASTER CARE CORPORATION and the Property Owners, as Guarantors, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA and THE BANK OF NOVA SCOTIA as Lenders, CANADIAN IMPERIAL BANK OF COMMERCE as Administrative Agent and CANADIAN IMPERIAL BANK OF COMMERCE as the Swing Line Lender, hereby agree to amend the Amended and Restated Credit Agreement (the "**Restated Credit Agreement**") dated as of March 15, 2005 among such parties (the "**Parties**") as amended by amending agreement (the "**First Amending Agreement**") dated as of June 1, 2005 among the Parties, as further amended by amending agreement (the "**Second Amending Agreement**") dated as of September 30, 2006, as further amended by Amending Agreement (the "**Third Amending Agreement**") dated as of July 1, 2007, as further amended by Amending Agreement (the "**Fourth Amending Agreement**") dated as of August 1, 2008 (the Restated Credit Agreement as amended by the First Amending Agreement, by the Second Amending Agreement, by the Third Amending Agreement and the Fourth Amending Agreement herein being referred to as the "**Current Credit Agreement**") in the manner hereinafter set forth and declare themselves to be bound by the provisions hereof.

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Current Credit Agreement.

2. The definition of "**Declaration of Trust**", "**Imputed Debt Service Payments**", "**Imputed Consolidated Debt Service Payments**", "**Lending Value**", "**Net Operating Income**" and "**Repayment Date**" in Section 1.01 shall be deleted, and the following substituted therefor:

   "**Declaration of Trust**" means the declaration of trust dated as of November 14, 2003, governed by the laws of the Province of Ontario, pursuant to which Chartwell REIT was established, as amended up to and including the amendments adopted at the Annual and Special Meeting of Unitholders of Chartwell REIT held on May 21, 2009, and as further amended, from time to time, with the consent of the Required Lenders, as required by Section 8.02(p) of the Current Credit Agreement.

   "**Imputed Debt Service Payments**" means, for any Property, the amount which would be required to be paid annually on indebtedness in an amount equal to 70% of the value of such Property identified on the most recent valuation delivered to and accepted by the Administrative Agent based on a 20 year amortization and interest at the greater of (i) the then 5 year Government of Canada bond rate plus 2.0%, and (ii) 7% per annum.

   "**Imputed Consolidated Debt Service Payments**" means, at any time, the amount which would be required to be paid annually on indebtedness in an amount equal to 75% of the aggregate gross book value, as shown on Chartwell REIT's consolidated balance sheet prepared in accordance with GAAP, of all real property wholly owned by Chartwell REIT and its Subsidiaries based on a 20 year amortization and interest at the greater of (i) the then 5 year Government of Canada bond rate plus 2.0%, or (ii) 7% per annum.

"**Lending Value**" means, at any time, with respect to the Properties included in the Secured Asset Pool, the lesser of:

(i) 70% of the value of such Property identified on the most recent valuation delivered to and accepted by the Administrative Agent, less, for any Second Mortgage Property, the principal amount of any first mortgage in respect of such Second Mortgage Property, less the Yield Maintenance Deduction in respect of such first mortgage; and

(ii) a value which supports a Debt Service Coverage Ratio of at least 1.25:1, less, for any Second Mortgage Property, the principal amount of any first mortgage in respect to such Second Mortgage Property, less the Yield Maintenance Deduction in respect of such first mortgage.

"**Net Operating Income**" means, for any Property, the result obtained from the following formula:

A + AA – B – C – D – E

where:

A is Potential Gross Annual Income for such Property;

AA is actual ancillary income derived for such Property, including second occupancy charges, guest meals, phone/cable, parking, and retail sales;

B is an allowance for vacancy calculated as the greater of (i) the actual vacancy rate for such Property; and (ii) 5%, multiplied by Potential Gross Annual Income for such Property;

C is a management allowance calculated as 3% multiplied by Potential Gross Annual Income for such Property;

D is a structural allowance calculated as 1% multiplied by Potential Gross Annual Income for such Property; and

E is Annualized Operating Expenses for such Property, ***excluding the 3% management allowance under C.***

"**Repayment Date**" means the day which is 364 days after the date of this Fifth Amending Agreement, namely June 27, 2010, or such later date as may be agreed to by the Lenders in accordance with Section 2.15.

"**Syndicated Portion**" means a portion of the Revolving Term Facility in a principal amount of up to $70,000,000.00.

3. Section 2.01 shall be deleted and the following substituted therefore:

"**Revolving Term Facility**: Subject to the terms and conditions, and during the term, of this Agreement, the Lenders establish in favour of the Borrower a revolving term operating facility (the "**Revolving Term Facility**") in a maximum principal amount (the "**Maximum Principal Amount**") not to exceed the lesser of:

(a) $75,000,000.00 or such greater amount as the Lenders and the Borrower may unanimously agree upon; and

(b) the Credit Limit; and

(c) $65,000,000.00, which amount shall be increased, or decreased as follows:

(i) the amount of $65,000,000.00 shall be decreased by the amount of Lending Value of any First Mortgage Property in the Secured Asset Pool, as at the date of this Fifth Amending Agreement, and which is subsequently removed from the Secured Asset Pool; and

(ii) the amount of $65,000,000.00 shall be increased by the amount of the Lending Value of each First Mortgage Property which is added to the Secured Asset Pool after the date of this Fifth Amending Agreement,

to be available at any time and from time to time from the date of this Agreement to the Repayment Date but limited as to the Syndicated Portion in the case of each Lender to such Lender's Applicable Percentage."

4. Section 3.01(1)(a) shall be deleted and the following substituted therefor:

"(1) The Borrower shall pay interest on each Prime Rate Advance during each applicable Interest Period at a rate per annum equal to:

(a) to the extent that the Advances Outstanding do not exceed the Credit Limit or there has not been an occurrence of an Event of Default, the Prime Rate in effect from time to time during that Interest Period plus 275 basis points;"

5. Section 3.04 shall be deleted and the following substituted therefor:

"**Standby Fees**. The Borrower shall pay to the Administrative Agent for the benefit of the Lenders a standby fee (the "**Standby Fee**"), calculated at a rate of one hundred and twenty (120) basis points, on the amount by which the daily average of the aggregate of all Advances outstanding under the Revolving Term Facility during the applicable month is less than the Total Commitment available under the Revolving Term Facility at that time in accordance with Section 2.01. The Standby Fee shall be determined daily beginning on the date of this Agreement and shall be calculated on the basis of a calendar year of 365 or 366 days, as the case may be, and shall be payable by the Borrower monthly in arrears on the last Banking Day of each calendar month (as well as on the

Repayment Date and on any date that the Revolving Term Facility is permanently reduced) for the month then ending (or portion thereof) beginning with the first of such dates to occur after the date of this Agreement."

6. Section 4.01(2) shall be deleted and the following substituted therefor:

   "**Stamping Fee**. The Borrower will, upon acceptance of each Draft, pay a stamping or acceptance fee (the "**BA Stamping Fee**") in an amount equal to 400 basis points. The BA Stamping Fee will be calculated on the face amount of that Draft for the number of days to elapse until its maturity (exclusive of days of grace) based on a year of 365 days."

7. Section 8.02(s) shall be deleted and the following substituted therefor:

   "**Investment in Raw Land**. None of Chartwell REIT or any of its subsidiaries shall invest in raw land for development purposes except for in accordance with paragraphs 4.1(h), 4.1(l) and 4.2(c) of the Sixth Amended and Restated Declaration of Trust of Chartwell REIT dated May 21, 2009."

8. The following provision shall be added to the Current Credit Agreement as Section 8.02(u):

   "The Borrower shall not remove from the Secured Asset Pool any First Mortgage Property in the Secured Asset Pool as at the date of this Fifth Amending Agreement, it being acknowledged that there are four (4) First Mortgage Properties in the Secured Asset Pool as at the date of this Fifth Amending Agreement."

9. Section 9.01(u) shall be deleted in its entirety and the following substituted therefor:

   "Chartwell REIT shall fail to maintain, at all times, Consolidated Unitholders' Equity of not less than Four Hundred and Seventy Five Million ($475,000,000) Dollars plus an amount equal to 75% of the amount raised by the further issuance of units; or"

10. Schedule 3 of the Current Credit Agreement, being the Certificate of Compliance, is replaced by Schedule 3 attached to this Fifth Amending Agreement.

11. Schedule 6 of the Current Credit Agreement, being the Lender Commitments, is replaced by Schedule 6 attached to this Fifth Amending Agreement.

12. The Borrower shall deliver to the Administrative Agent, by no later than September 30, 2009, a valuation in respect of each Property in the Secured Asset Pool from a valuator acceptable to the Administrative Agent, addressed to the Administrative Agent (or together with a reliance letter in favour of the Administrative Agent), which valuation shall be dated as of a date no earlier than the date of this Fifth Amending Agreement.

13. The Administrative Agent hereby acknowledges receipt of the sum of $300,000.00 from the Borrower on behalf of the Lenders in consideration of the Lenders renewing the Term Facility.

14. In all other respects the parties hereto confirm the provisions of the Current Credit Agreement.

15. This Fifth Amending Agreement may be executed in counterparts (and by different parties in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

16. This Fifth Amending Agreement shall, for all purposes, including calculation and payment of interest, and fees, be effective as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

CHARTWELL MASTER CARE CORPORATION, in its capacity as sole trustee of GP M Trust, in its capacity as sole general partner of CHARTWELL MASTER CARE LP, as Borrower

Per: ______________________________

Vlad Volodarski
Authorized Signing Officer

Address for Borrower, and all Property Owners, Guarantors, and Related Entities:

Suite 700, 100 Milverton Drive
Mississauga, ON L5R 4H1

CHARTWELL MASTER CARE CORPORATION, in its capacity as sole trustee of GP M TRUST, as Guarantor

Per: ______________________________

Vlad Volodarski
Authorized Signing Officer

CSH TRUST, as Guarantor

Per: ______________________________

Vlad Volodarski
Authorized Signing Officer

CHARTWELL BENCO INC., as Guarantor

Per: ______________________________

Vlad Volodarski
Authorized Signing Officer

CHARTWELL MASTER CARE CORPORATION, as Guarantor

Per: ______________________________

Vlad Volodarski
Authorized Signing Officer

1187654 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1179299 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1231436 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1187655 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

616498 ONTARIO INC., in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1192473 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1312918 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________
Vlad Volodarski
Authorized Signing Officer

1179298 ONTARIO LIMITED, in its capacity as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

796523 ONTARIO INCORPORATED, in its capacity as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

683639 ONTARIO LTD., in its capacity as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

9095-1302 QUÉBEC INC.,
in its capacity as the general partner of SOCIÉTÉ EN COMMANDITE CITÉ-JARDIN, as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

9145-4066 QUÉBEC INC.,
in its capacity as the general partner of SOCIÉTÉ EN COMMANDITE LE DUPLESSIS, as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

9145-4066 QUÉBEC INC.,
in its capacity as the general partner of SOCIÉTÉ EN COMMANDITE RÉSIDENCE STE. GENEVIÈVE, as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH W. MANOR INC., as Property Owner and Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

HEARTHSTONE GENERAL PARTNERSHIP, as Beneficial Owner and Guarantor, by its partners

CHARTWELL MASTER CARE CORPORATION, in its capacity as the trustee of **GP M TRUST**, in its capacity as the general partner of **CHARTWELL MASTER CARE LP**

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CHARTWELL MASTER CARE CORPORATION, in its capacity as the trustee of **GP M TRUST**

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH BARCLAY HOUSE INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH GLACIER RIDGE INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH COLLEGIATE HEIGHTS INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH DOMAINE CASCADE INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

1081195 ONTARIO INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH BRIDLEWOOD INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

2002037 ONTARIO INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH ROYAL OAK LTC INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CSH WESTMOUNT INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

GUELPH RETIREMENT HOME INC., as Guarantor

Per: ______________________________
Vlad Volodarski
Authorized Signing Officer

CANADIAN IMPERIAL BANK OF COMMERCE

Per: ______________________
Authorized Signing Officer

Per: ______________________
Authorized Signing Officer

Address
CIBC Real Estate Division
560 Wellington Street, 3rd Floor
London, ON N6A 3R4

ROYAL BANK OF CANADA

Per: ______________________
Authorized Signing Officer

Address
RBC Capital Markets – Corporate Banking
P.O. Box 50, 200 Bay Street
Royal Bank Plaza, 4th floor, South Tower
Toronto, ON M5J 2W7

THE BANK OF NOVA SCOTIA

Per: ______________________
Authorized Signing Officer

Address
Scotia Capital
Corporate Banking – Real Estate
40 King Street West, 62nd floor
Scotia Plaza
Toronto, ON M5W 2X6

CANADIAN IMPERIAL BANK OF COMMERCE

Per: ______________________________
Authorized Signing Officer

Per: ______________________________
Authorized Signing Officer

Address
CIBC Real Estate Division
560 Wellington Street, 3rd Floor
London, ON N6A 3R4

ROYAL BANK OF CANADA

Per: ______________________________
Authorized Signing Officer
JOHN MIRON
AUTHORIZED SIGNATORY

Address
RBC Capital Markets – Corporate Banking
P.O. Box 50, 200 Bay Street
Royal Bank Plaza, 4th floor, South Tower
Toronto, ON M5J 2W7

THE BANK OF NOVA SCOTIA

Per: ______________________________
Authorized Signing Officer

Address
Scotia Capital
Corporate Banking – Real Estate
40 King Street West, 62nd floor
Scotia Plaza
Toronto, ON M5W 2X6

CANADIAN IMPERIAL BANK OF COMMERCE

Per: ______________________________
Authorized Signing Officer

Per: ______________________________
Authorized Signing Officer

Address
CIBC Real Estate Division
560 Wellington Street, 3rd Floor
London, ON N6A 3R4

ROYAL BANK OF CANADA

Per: ______________________________
Authorized Signing Officer

Address
RBC Capital Markets – Corporate Banking
P.O. Box 50, 200 Bay Street
Royal Bank Plaza, 4th floor, South Tower
Toronto, ON M5J 2W7

THE BANK OF NOVA SCOTIA

Per: ______________________________
Authorized Signing Officer
Robert T. Solomon
Director

Address
Scotia Capital
Corporate Banking – Real Estate
40 King Street West, 62nd floor
Scotia Plaza
Toronto, ON M5W 2X6

CANADIAN IMPERIAL BANK OF COMMERCE
as Swing Line Lender

Per: ______________________
Authorized Signing Officer

Per: ______________________
Authorized Signing Officer

CANADIAN IMPERIAL BANK OF COMMERCE
as Administrative Agent

Per: ______________________
Authorized Signing Officer

Per: ______________________
Authorized Signing Officer

The authorized signing officers have authority to bind the respective corporations, trusts, and partnerships.

SCHEDULE 3

COMPLIANCE CERTIFICATE

Quarter Ending:

1) Consolidated Debt to Adjusted Consolidated Gross Book Value of Assets: (Not to exceed 60% or 65% incl convertible debentures)

A	Consolidated Debt: (including convertible debentures)	$
B	Consolidated Gross Book Value of Assets	$
C	Consolidated Accumulated Depreciation	$
D	Adjusted Consolidated Gross Book Value of Assets (B + C)	$
E	Consolidated Debt to Adjusted Consolidated Gross Book Value of Assets (A / D)	%

2) Short Term Debt: (Not to exceed 15% of Total Debt)

A	Indebtedness at floating interest rates or having maturities of less than one year (excluding debt falling due within the next 12 months)	$
B	Total consolidated indebtedness (excluding trade payables, accrued Expenses and distributions payable)	$
C	Short term debt to Total consolidated indebtedness (A / B)	%

3) Mortgages / Mortgage Bonds / Mezzanine Loans / VTB Mortgages to Adjusted Consolidated Gross Book Value of Assets (Not to exceed 20%)

A	Total Mtg / Mtg Bonds / Mezz / VTB positions held	$
B	Adjusted Consolidated Gross Book Value of Assets	$
C	Mtg / Mtg Bonds / Mezz / VTB to Adjusted Consolidated Gross Book Value of Assets (A / B)	%

4) Consolidated Unitholders' Equity: (Minimum of $475,000,000)

A	Unitholders' Equity (As per Balance Sheet)	$

5) Debt Service Coverage – Entire Portfolio: (Minimum of 1.25:1)

A	Consolidated Net Income	$
B	Imputed Consolidated Debt Service Payments	$
C	Ratio (A / B)	:1

6) Debt Service Coverage – Secured Asset Pool: (Minimum of 1.25:1)

A	Net Operating Income for all Properties in the Secured Asset Pool on a consolidated basis	$
B	Imputed Debt Service Payments for all Properties in the Secured Asset Pool on a consolidated basis	$
C	Debt Service Coverage Ratio (A / B)	:1

7) Occupancy Level – Secured Pool (Minimum 80%) %

8) Payout Ratio (AFFO) – Not to exceed 100% on an annual basis (Dec 31)

A) Adjusted Funds From Operations	$
B) Cash Distributions Declared	$
C) Distribution Payout Ratio (B / A)	%

9) Non -- Financial Covenant Certificate:

Y / N None of Chartwell REIT or any of its Subsidiaries has acquired any interest in a single real property such that, after giving effect to such acquisition, the cost of such acquisition (net of the amount of acquisition debt) has exceeded 15% of the Adjusted Consolidated Gross Book Value of Assets.

Y / N Chartwell REIT has not invested in operation businesses other than seniors housing or related businesses.

Y / N None of Chartwell REIT or any of its Subsidiaries has invested in raw land for development purposes in excess of 15% of the Adjusted Consolidated Gross Book Value of Assets except for: (i) existing properties with additional development potential or properties adjacent to existing properties of the Trust for the purpose of (A) the renovation or expansion of existing facilities, or (B) the development of new facilities which will be capital property of the Trust or of the Trust and its joint venture partners, as applicable; or (ii) the purpose of developing a facility which will replace an existing facility and to which it is intended that the residence of the existing facility will relocate.

Chartwell Master Care LP., represents and warrants to CIBC that to the best of its knowledge

That all the information set out and certified in this Statement and on any accompanying reports is true and complete in all respects and acknowledges that CIBC is relying upon these representations and warranties and this certification. We further certify that, to the best of our knowledge, there are no liens or writs registered against the undersigned or it assets.

Chartwell Master Care LP

PER: ____________________________

Schedule 6

LENDER COMMITMENTS

Lender	Revolving Term Facility - Swing Line Portion	Revolving Term Facility – Syndicated Portion	Total Commitment
Canadian Imperial Bank of Commerce	$5,000,000	$27,000,000	$32,000,000
Royal Bank of Canada	---	$28,000,000	$28,000,000
The Bank of Nova Scotia	---	$15,000,000	$15,000,000
All Lenders	$5,000,000	$70,000,000	$75,000,000