

PREPARED BY AND AFTER
RECORDING RETURN TO:

John D. Gillespie
Shumaker, Loop & Kendrick, LLP
41 South High Street, Suite 2400
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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("**Assignment**") made as of the 5th day of May, 2010 ("**Effective Date**"), by Hollywood Arms, L.L.C., a Delaware limited liability company, as assignor, having its principal place of business at 3104 Blue Lake Drive, Suite 200, Birmingham, Alabama 35243 ("**Borrower**"), to Health Care REIT, Inc., a Delaware corporation, having its principal place of business at One SeaGate, Suite 1500, P.O. Box 1475, Toledo, Ohio 43603-1475 ("**Lender**").

RECITALS:

A. Lender has agreed to make a loan in the original principal amount of One Million Four Hundred Seventy Thousand 00/100 Dollars (\$1,470,000) ("**Loan**") to Borrower. Borrower's obligation to repay the Loan is evidenced by a promissory note by Borrower in favor of Lender of even date (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "**Note**"). The Loan is subject to a Loan Agreement between Borrower and Lender of even date ("**Loan Agreement**").

B. As a condition to making the Loan, the Lender has required that the Loan be secured by this Assignment and, among other documents and instruments, a Mortgage ("**Security Instrument**") from Borrower to Lender. This Assignment and the Security Instrument encumber the real property located in Shelby County, Alabama, as described in Exhibit A attached hereto ("**Mortgaged Property**").

ARTICLE 1: ASSIGNMENT

1.1 Property Assigned. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All leases, licenses, subleases and other tenancies or interests affecting the use, enjoyment, or occupancy of all or any part of the Mortgaged Property, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases, licenses, subleases, other tenancies or interests and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the “**Bankruptcy Code**”), together with any extension, amendment, modification, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements shall be effective without further or supplemental assignment. The leases, licenses, subleases and other tenancies or interests described in Subsection 1.1(a) and the leases, licenses, subleases, other tenancies or interests and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension, amendment, modification, replacement or renewal of the same are collectively referred to as the “**Leases**” and individually referred to as a “**Lease**.”

(c) Rents. All rents, income, issues, revenues and profits arising from the Leases and together with all rents, income, issues and profits from the use, enjoyment and occupancy of the Mortgaged Property (including, but not limited to, base rents, minimum rents, additional rents, percentage rents, deficiency rents, security deposits and liquidated damages following default under any Leases, all proceeds payable under any policy of insurance covering loss of rents, all of Borrower’s rights to recover monetary amounts from any lessee in bankruptcy including rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejection of a Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Mortgaged Property or any part thereof, and all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Mortgaged Property) (all of the rights described above are collectively referred to as the “**Rents**”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "**Lease Guarantor**," and collectively, the "**Lease Guarantors**") to Borrower (individually, a "**Lease Guaranty**," and collectively, the "**Lease Guaranties**").

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including, but not limited to, the immediate and continuing right to make a claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties (and to apply the same to the payment of the Debt (as defined below), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted by Lender to Borrower to collect the Rents, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Article 4 and Article 5 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Mortgaged Property.

1.2 Consideration. This Assignment is made in consideration of the Loan. The principal sum, interest and all other sums due and payable under the Note, the Loan Agreement, the Security Instrument, this Assignment and the Other Loan Documents (as defined below) are collectively referred to as the "**Debt**." The Loan Agreement, the Note, the Security Instrument and other documents now or hereafter executed by Borrower or others and by or in favor of Lender which wholly or partially secure or guarantee payment of the Debt or are otherwise related thereto are referred to herein as the "**Other Loan Documents**." Unless otherwise herein defined, all initially capitalized terms shall have the meanings given such terms in the Security Instrument. This Assignment secures the Debt.

ARTICLE 2: REPRESENTATIONS

2.1 Borrower's Representations. Borrower represents and warrants to Lender that (a) Borrower is the sole owner of the entire lessor's interest in the Leases and no other person or entity has any right, title or interest in the Leases or Rents; (b) Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Mortgaged Property; (c) the Leases are valid, enforceable and in full force and effect and have not been altered, modified or amended in any manner whatsoever; (d) neither the Leases nor the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (e) none of the Rents have been collected for more than one (1) month in advance; (f) neither Borrower nor any

lessee under the Leases is in default under the Leases; (g) no event has occurred that, with the passage of time or the giving of notice, would constitute a default under the Leases; (h) Borrower has performed all of the terms and covenants of the Leases and met all of the other conditions and warranties of the Leases; and (i) there exist no offsets or defenses to the payment of any portion of the Rents.

ARTICLE 3: COVENANTS

3.1 Administration. Borrower covenants with Lender that Borrower (a) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases; (b) shall promptly send to Lender copies of all notices of default which Borrower shall receive under the Leases; (c) shall not collect any Rents more than one (1) month in advance; (d) shall not execute any other assignment of lessor's interest in the Leases or the Rents; (e) shall execute and deliver at the request of Lender all such further assurances, confirmations and assignments in connection with the Leases, Rents and Mortgaged Property as Lender shall from time to time require; (f) shall deliver to Lender, upon request, tenant estoppel certificates from each lessee at the Mortgaged Property in form and substance reasonably satisfactory to Lender; (g) shall deliver to Lender executed copies of all Leases now existing or hereafter arising; and (h) shall appear and defend all legal and administrative actions and proceedings concerning the Leases or the obligations, duties or liabilities of any party to the Leases, and pay all costs of Lender in any action or proceeding Lender may appear in connection therewith.

3.2 Enforcement and Modifications. Borrower further covenants with Lender that Borrower (a) shall promptly send to Lender copies of all notices of default which Borrower shall send to lessees under the Leases; (b) shall enforce all of the terms, covenants and conditions contained in the Leases upon the part of the lessees thereunder to be observed or performed, short of termination thereof; (c) shall enforce all of the terms, conditions and covenants contained in reciprocal easement agreements upon the part of lessees or Borrower thereunder to be performed, short of termination thereof; (d) shall not enter into new Material Leases (as hereinafter defined) or alter, modify or change the terms of the Material Leases or cancel or terminate the Material Leases or accept a surrender thereof or take any other action which would effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder or cancel or terminate any Lease without in each case the prior written consent of Lender; (e) shall not alter, modify or change the terms of any Lease Guaranty of any of the Material Leases or cancel or terminate any Lease Guaranty of any Lease without the prior written consent of Lender; (f) shall not consent to any assignment of or subletting under the Material Leases not in accordance with their terms, without the prior written consent of Lender; and (g) shall not waive, release, reduce, discount or otherwise discharge or compromise the payment of any of the Rents to accrue under the Leases.

3.3 Lease Terms. Borrower further covenants with Lender that (a) from and after the date of this Assignment, all new Leases shall be written on the standard form of lease which has been approved by Lender; (b) Borrower shall furnish Lender with executed copies of all new Leases; (c) no material changes may be made to the Lender-approved standard lease without the prior written consent of Lender; (d) all renewals of Leases and all proposed new Leases shall provide for rental rates comparable to existing local market rates and shall be arm's-length

transactions with bona fide, independent third-party tenants and, unless not required under Section 3.4 below, shall be submitted to Lender for its approval or disapproval before execution, which approval shall not be unreasonably withheld; and (e) all Leases executed after the date of this Assignment shall provide that (i) they are subordinate to the Security Instrument and any other indebtedness now or hereafter secured by the Mortgaged Property, (ii) each lessee agrees to attorn to Lender (such attornment to be automatically effective upon Lender's acquisition of title to the Mortgaged Property), (iii) each lessee agrees to execute such further evidences of attornment as Lender may from time to time request, (iv) the attornment of each lessee shall not be terminated by foreclosure, (v) each lessee agrees to furnish, as Lender may request, a certificate signed by lessee confirming and containing such factual certifications and representations deemed reasonably appropriate by Lender. Provided that if a new Lease is not a Material Lease and meets the requirements of this Section 3.3, then Borrower shall have no obligation to obtain Lender's approval thereof.

3.4 Material Leases. Notwithstanding anything to the contrary contained in this Assignment, and provided that no Default (as defined below) shall exist and be continuing, the following terms and provisions shall apply:

(a) Lender's consent shall be required for modifications, extensions or renewals of Leases that are Material Leases. For purposes of this Assignment, the term "**Material Leases**" shall mean (i) any Lease which (A) together with all other Leases to the same lessee and to all affiliates of such lessee provides more than [*fifteen percent (15%)] of the rentable square feet of the Mortgaged Property, (B) together with all other Leases to the same lessee and to all affiliates of such lessee provides for more than [*fifteen percent (15%)] of the gross rent payable under all Leases at the Mortgaged Property, (C) provides for a lease term of more than ten (10) years, including options to renew or extend, or (D) is with an affiliate of the Borrower and (ii) any instrument guaranteeing or providing credit support for any such Lease.

(b) Lender's consent shall not be required for termination of a Lease that is not a Material Lease if the lessee under such Lease is in default beyond all applicable notice and cure periods. Any termination of a Material Lease shall require the consent of Lender.

3.5 Rental Offsets. If Borrower becomes aware that any lessee proposes to do, or is doing, any act or thing which may give rise to any right of set-off against Rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against Rent, and (ii) notify Lender thereof and of the amount of said set-offs.

ARTICLE 4: TERMS OF ASSIGNMENT

4.1 Present Assignment and License. Borrower intends that this Assignment constitute a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions, or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment. Lender is hereby granted and assigned by Borrower the right to enter the Mortgaged Property for the

purpose of enforcing its interest in the Leases and the Rents. Subject to the terms of this Section 4.1, Lender grants to Borrower a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Borrower shall hold the Rents, or a portion thereof, sufficient to discharge all current sums due on the Debt. Upon a Default (as hereinafter defined), the license granted to Borrower herein shall automatically be revoked and Lender shall immediately, without notice to Borrower, be entitled to possess and apply all Rents, whether or not Lender enters upon and takes control of the Mortgaged Property. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Debt in such priority and proportion as Lender, in its discretion, shall deem proper. If Borrower receives any Rents contrary to this Assignment, Borrower shall hold all amounts received in trust for Lender, and deliver the amounts to Lender the same day received in the exact form in which they are received, together with a collection report in a form reasonably acceptable to Lender.

4.2 Collection by Lender. Following an Event of Default, if Lender elects to collect Rents (a) Lender may collect Rents through a lock-box arrangement or other means; (b) Borrower shall direct all payments to a lockbox specified by Lender; (c) Borrower shall not receive any payments of Rents itself; (d) Lender may collect Rents in Lender's name or in Borrower's name; and, (e) Borrower shall immediately deliver to Lender all escrows, security deposits, advance payments of Rents, and all other Rents and proceeds or Rents in the possession or control of Borrower and all books and records relating to all Leases and Rents and to the Mortgaged Property. Subject to final collection, Lender may deposit all payments received on Rents or from Borrower in a cash collateral account over which Lender alone may withdraw funds and thereafter apply the collections.

ARTICLE 5: DEFAULT; REMEDIES

5.1 Events of Default. The occurrence of an Event of Default under the Loan Agreement or Security Instrument shall constitute an Event of Default hereunder without advance notice to Borrower, except as expressly set forth in the Loan Agreement or Security Instrument, such notice being expressly waived by Borrower ("**Default**").

5.2 Remedies of Lender. Upon or at any time after the occurrence of a Default under this Assignment, the license granted to Borrower in Section 4.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Mortgaged Property. In addition, Lender may, at its option, without waiving such Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Mortgaged Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Mortgaged Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents

and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (a) all out-of-pocket expenses of managing and securing the Mortgaged Property, including market salaries, fees and wages of a managing agent and such other employees or agents as Lender may reasonably deem necessary and all expenses of operating and maintaining the Mortgaged Property, including all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may reasonably deem necessary, and the cost of all alterations, renovations and repairs, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all of its out-of-pocket costs and reasonable attorneys' fees. In addition, upon the occurrence of a Default, Lender, at its option, may (i) complete any construction on the Mortgaged Property in such manner and form as Lender reasonably deems advisable, (ii) exercise all rights and powers of Borrower, including the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Mortgaged Property and all sums due under any Lease Guaranties, (iii) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Mortgaged Property as may be in possession of Borrower, or (iv) require Borrower to vacate and surrender possession of the Mortgaged Property to Lender or to such receiver.

5.3 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Loan Agreement, the Security Instrument, or the Other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Note, the Loan Agreement, the Security Instrument, the Other Loan Documents or otherwise with respect to the Loan secured hereby in any action or proceeding brought by Lender to collect the same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Loan Agreement, the Security Instrument, or any of the Other Loan Documents.

5.4 Borrower's Instructions to Lessees and Waiver of Rights Against Lessee. Borrower hereby instructs and directs each lessee to pay to Lender all Rents due and payable as required by this Assignment. Borrower hereby instructs and directs each lessee to pay to Lender all Rents due and payable after the lessee has received a notice directing all payments to be made to Lender or to an address specified by Lender, without further inquiry, regardless of whether or not Lender was entitled to send such a notice. Borrower waives all rights and claims against any lessee who pays Rents to Lender after the execution and delivery of this Assignment, regardless of whether or not the lessee has received instructions to pay Lender or to send Rents to an address specified by Lender; Borrower's only recourse is against Lender for Rents that Borrower claims have been improperly paid to Lender.

5.5 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

5.6 Non-Waiver. The exercise by Lender of its remedies contained in this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Security Instrument, the Leases, this Assignment or the Other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note, the Loan Agreement or the Other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Mortgaged Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Loan Agreement, the Security Instrument or the Other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

5.7 Bankruptcy.

(a) Upon or at any time after the occurrence of a Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, but not limited to, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) Business Days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 6: NO LIABILITY

6.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease the Mortgaged Property after a Default or from any other act or omission of Lender in managing the Mortgaged Property after a Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment. Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the Other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower to do so Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the Other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by the lessees or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including the presence of any Hazardous Materials (as defined in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any lessee, licensee or employee.

6.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Cumulative Remedies. All remedies of Lender contained in this Assignment are cumulative and in addition to the remedies provided in the Note, Loan Agreement, Security Instrument or Other Loan Documents. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.



7.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

7.3 Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein, and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Mortgaged Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

7.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

7.5 Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

7.6 Choice of Law. This Assignment shall be governed by and construed in accordance with the applicable federal laws and laws of the state where the Mortgaged Property is located, without reference or giving effect to any choice of law doctrine.

7.7 Notices. All notices, demands, requests, and consents (hereinafter "notices") given pursuant to the terms of this Assignment shall be in writing, shall be addressed to the addresses set forth in the introductory paragraph of this Assignment and shall be served by [a] personal delivery; [b] United States mail, postage prepaid; or [c] nationally recognized overnight courier. All notices shall be deemed to be given upon the earlier of actual receipt or three days after mailing or one business day after deposit with the overnight courier. Lender and Borrower may change their notice address at any time by giving the other party written notice of such change.

7.8 Waiver of Trial by Jury. **TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES KNOWINGLY AND VOLUNTARILY THE**

RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

7.9 Jurisdiction and Venue. BORROWER IRREVOCABLY SUBMITS AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING JURISDICTION OVER LUCAS COUNTY, OHIO, OR ANY COUNTY IN WHICH THE PROPERTY IS LOCATED, FOR ADJUDICATION OF ALL MATTERS IN CONTROVERSY UNDER THIS ASSIGNMENT, AND WAIVES ANY OBJECTIONS TO SUCH JURISDICTION AND VENUE AND CONSENTS TO FULL FAITH AND CREDIT BEING GIVEN TO ANY DECISION OF SUCH COURTS BY ANY OTHER STATE OR FEDERAL COURT OF THE UNITED STATES OF AMERICA. BORROWER SHALL NOT ATTEMPT TO LITIGATE ANY MATTERS IN CONTROVERSY UNDER THIS ASSIGNMENT BEFORE ANY COURT OR TRIBUNAL OTHER THAN BEFORE A STATE OR FEDERAL COURT HAVING JURISDICTION OVER LUCAS COUNTY, OHIO. BORROWER WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON BORROWER AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS UPON THE BORROWER BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO BORROWER AT THE ADDRESS SET FORTH ABOVE AND SHALL BE DEEMED TO BE COMPLETED TEN BUSINESS DAYS AFTER POSTED.

7.10 Liability. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

7.11 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[SIGNATURES ON FOLLOWING PAGE]

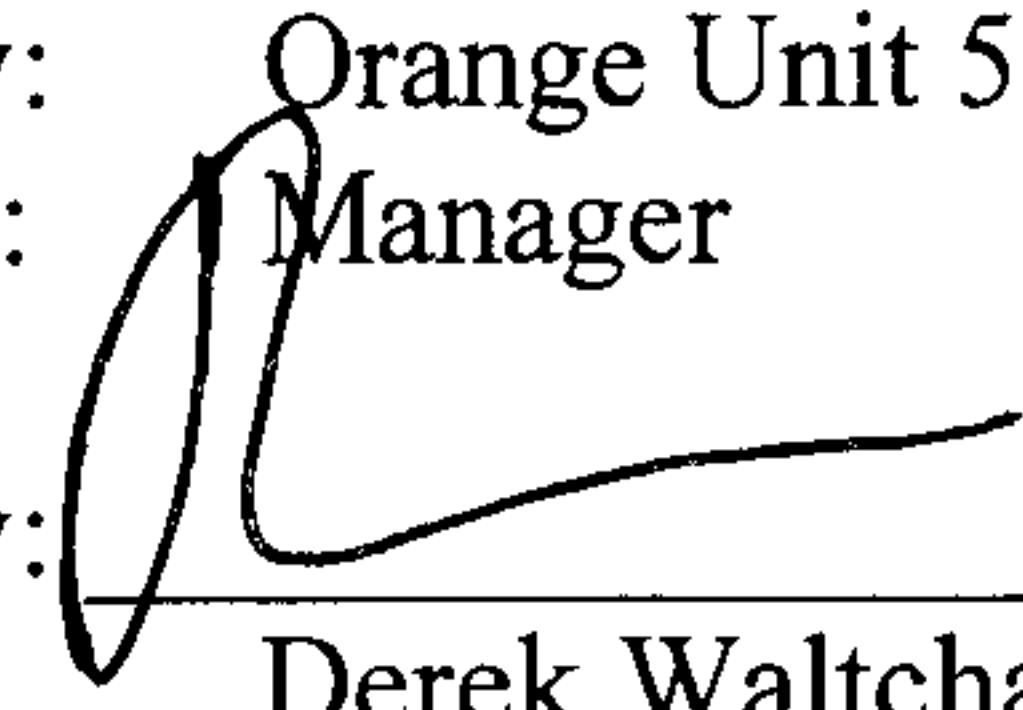
IN WITNESS WHEREOF, Borrower has executed this instrument effective the day and year first above written.

BORROWER:

HOLLYWOOD ARMS, L.L.C.

By: 119 MOB, LLC
Its: Manager

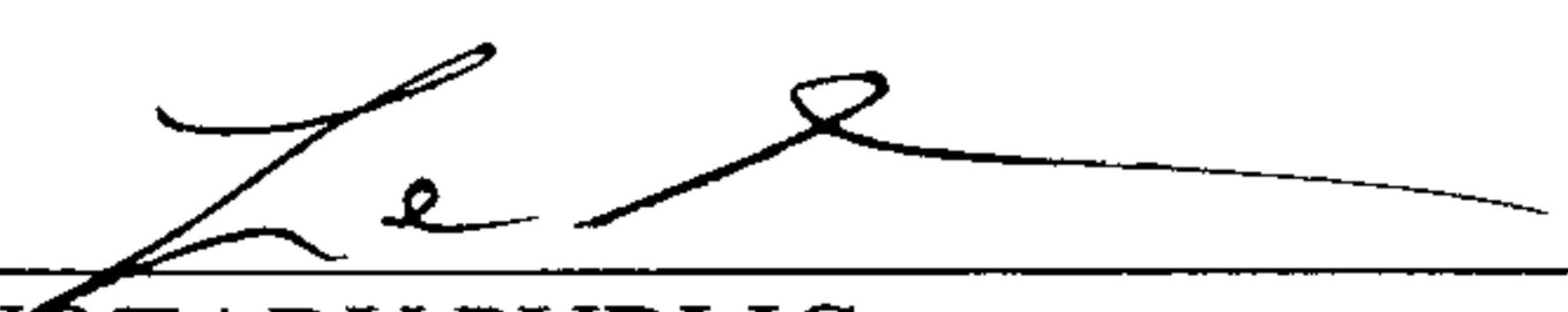
By: Orange Unit 5, LLC
Its: Manager

By: 
Derek Waltchack
Its: Sole Member

STATE OF ALABAMA
 COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **DEREK WALTCHACK**, whose name as the Sole Member of Orange Unit 5, LLC, an Alabama limited liability company, the Manager of 119 MOB, LLC, an Alabama limited liability company, as the Manager of **HOLLYWOOD ARMS, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company as the Manager of said limited liability company, as the Manager of said limited liability company.

Given under my hand and seal on this the 3 day of may, 2010.



NOTARY PUBLIC
Printed Name: Len Shanna
My Commission Expires: _____

[NOTARY SEAL]

MY COMMISSION EXPIRES JANUARY 30, 2011

EXHIBIT A: LEGAL DESCRIPTION

Lot 1-B, according to the Final Plat a Resurvey of Lot 1-A, Golden corral's Addition to Pelham, as recorded in Map Book, page 143, in the Probate Office of Shelby County, Alabama.



20100510000146560 13/13 \$47.00
Shelby Cnty Judge of Probate, AL
05/10/2010 12:46:15 PM FILED/CERT