

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Troutman Sanders LLP  
401 9th St. NW, Suite 1000  
Washington, D.C. 20004  
Attn: Kimberly J. Hargrove, Esq.



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**ASSIGNMENT  
OF LEASES AND RENTS**

**ALI DANBERRY OWNER, LLC**, a Delaware limited liability company  
and

**ALI DANBERRY LESSEE, LLC**, a Delaware limited liability company  
(individually and collectively, "Borrower")

To

**TRUIST BANK**, a North Carolina banking corporation,  
("Lender")

January 30, 2020

Location: Shelby County, Alabama

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of January 30, 2020 by (i) ALI DANBERRY OWNER, LLC, a Delaware limited liability company ("PropCo Borrower"), and (ii) ALI DANBERRY LESSEE, LLC, a Delaware limited liability company ("OpCo Borrower") (PropCo Borrower and OpCo Borrower are collectively referred to as "Borrower," provided that the term "Borrower" shall also refer to any one or more of PropCo Borrower or OpCo Borrower) each having an address at c/o Life Care Services LLC, 400 Locust St. #820, Des Moines, IA 50309, Attention: Diane C. Bridgewater, for the benefit of TRUIST BANK, a North Carolina banking corporation (together with its successors and assigns, "Lender") having an address at 1155 Peachtree Street, N.E., Atlanta, Georgia 30309.

### WITNESSETH:

A. This Assignment is given in connection with a loan in the original principal amount of FORTY-ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$41,200,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Term Loan Agreement dated as of the date hereof between Lender and Borrower (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by a promissory note dated the date hereof made by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, individually and collectively, the "Note"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") from Borrower to Lender.

C. Borrower desires to further secure the payment and performance of the Obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

### ARTICLE 1 ASSIGNMENT

Section 1.1 Property Assigned. To the extent assignable, 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 of Borrower's right, title and interest in all existing and future Leases (including the right to enforce, at law, in equity or by and other means, such Leases). The term "Leases" shall mean all agreements, whether or not in writing, affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, or all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and



improvements now or hereafter located thereon (collectively, the “**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, renewal or replacement of the same, this Assignment of present and future Leases being effective without further or supplemental assignment.

(b) **Rents**. All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, or from any of the Leases or other use or occupancy agreement pertaining to the Property (“**Rents**”), which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.

(c) **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.

(d) **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 (individually, a “**Lease Guaranty**,” and collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases (individually, a “**Lease Guarantor**”, and collectively, the “**Lease Guarantors**”) to Borrower.

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

(f) **Other**. All rights, powers, privileges, options and other benefits of Borrower as lessor under any of the Leases and beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) **Entry**. The right, at Lender’s option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(h) **Power Of Attorney**. Borrower’s irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) **Other Rights And Agreements**. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.



## ARTICLE 2 TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Notwithstanding the foregoing or anything to the contrary contained herein, subject to the terms of this Section 2.1 and the Security Instrument, Lender grants to Borrower a revocable license to exercise Borrower's rights, powers, privileges, options and other benefits under the Leases and the Lease Guaranties, and to collect, receive, use and enjoy the Rents (as they become due, but not more than one (1) month prior to accrual), Bankruptcy Claims, and other sums due under the Lease Guaranties. Borrower shall receive and hold such Rents, Bankruptcy Claims, and other sums due under the Lease Guaranties in trust as a fund to be applied, and Borrower hereby covenants and agrees that such Rents, Bankruptcy claims, and other sums due under the Lease Guaranties shall be so applied, first to the operation, maintenance and repair of the Property, including, without limitation, the payment of taxes and insurance, and the payment of interest, principal and other sums becoming due under the Loan, before retaining and/or disbursing any part of the Rents, Bankruptcy Claims, and other sums due under the Lease Guaranties for any other purpose.

Section 2.2 Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases, including any and all Lease Guarantors, to pay over to Lender, or to such other party as Lender directs, all Rents and all sums due under any Lease Guaranties, upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## ARTICLE 3 REMEDIES

Section 3.1 Remedies of Lender. Upon the occurrence and during the continuance of an Event of Default:

(a) the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall, to the extent permitted by Applicable Law, immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property.

(b) Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Obligations, 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 Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents wholly therefrom. Lender may apply for the appointment of a receiver of the Property, without regard for the adequacy of the security

for the Obligations or a showing of insolvency, fraud or mismanagement on the part of Borrower. Any receiver so appointed has all powers permitted by law which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Property. Borrower hereby irrevocably consents to the appointment of a receiver of the Property upon the occurrence and continuance of an Event of Default. At Lender's option, such receiver or trustee shall serve without any requirement of posting a bond.

(c) Lender may, at its option, take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper.

(d) Lender may, at its option, apply the net Rents and sums received pursuant to any Lease Guaranties, after deducting all costs of collection and administration expenses incurred by Lender, to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations.

(e) Lender, at its option, may (1) complete any then ongoing construction on the Property in such manner and form as Lender deems advisable in its reasonable discretion, (2) subject to, and in accordance with, all applicable laws and regulations, including, without limitation, all Healthcare Regulatory Laws (as defined in the Loan Agreement), exercise pending all rights and powers of Borrower under the Leases and Lease Guaranties, including, without limitation, 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 Property and all sums due under any Lease Guaranties, (3) Intentionally Omitted, or (4) subject to, and in accordance with, all applicable laws and regulations, including, without limitation, all Healthcare Regulatory Laws (as defined in the Loan Agreement), require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, if in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 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 Loan Agreement 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 Obligations 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 Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Security Instrument, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of (a) Borrower's right to assert any defense or counterclaim of payment or performance or any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, or (b) Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 Other Security. Lender may take or release other security for the payment and performance of the Obligations, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the payment and performance of the Obligations without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of 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 or Event of Default. 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 Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the 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 Loan Agreement, the Security Instrument, the Note or the other Loan Documents except to the extent provided in such modification or supplement. Lender may resort for the payment and performance of the Obligations to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action permitted by the terms of the Loan Documents, at law or in equity, to recover the Obligations, 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.

Section 3.5 Bankruptcy.

(a) At any time after the occurrence and continuance of an Event of 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, without limitation, 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) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) 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 Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

#### ARTICLE 4 NO LIABILITY, FURTHER ASSURANCES

Section 4.1 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 let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default, unless such loss is caused by the gross negligence, willful misconduct or 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 and Borrower shall indemnify Indemnitees for, and hold Indemnitees 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 any Indemnitee 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; provided, however, that such indemnity shall not apply to any loss arising out of the gross negligence, willful misconduct or bad faith of any Indemnitee. Should Lender incur any such liability, the amount thereof, including actual costs, expenses and reasonable third party outside attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents, and Borrower shall reimburse such Indemnitees therefor within ten (10) Business Days of demand and upon the failure of Borrower so to do 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 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 Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Materials, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. The provisions of this Section 4.1 shall survive any payment or prepayment of the Loan and any foreclosure or satisfaction of the Security Instrument. Subject to Sections 4(b) and 7(b) the Environmental Indemnification Agreement with respect to liabilities related to Hazardous Materials.



Section 4.2 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 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.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively, perfect, or continue the perfection of, the lien and security interest hereof in and upon the Leases.


## **ARTICLE 5**

### **MISCELLANEOUS PROVISIONS**

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 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.

Section 5.3 General 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 Property or any part thereof or interest therein," the word "Lender" shall mean Lender and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all reasonable attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases, the Lease Guaranties 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.

  
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Section 5.4 Inapplicable Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5 Termination of Assignment. Upon payment and performance in full of the Obligations, this Assignment shall become and be void and of no effect (except as otherwise expressly set forth herein the contrary).

Section 5.6 Notices. All notices or other written communications hereunder shall be delivered in accordance with the Loan Agreement.

Section 5.7 Governing Law.

(a) This Assignment shall be governed by the laws of the State of Alabama.

(b) Any legal suit, action or proceeding against Lender or Borrower arising out of or relating to this Assignment may be instituted in any Federal or state court in the State of Alabama, and Borrower and Lender each waive any objections which either party may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and Borrower and Lender each hereby irrevocably submit to the jurisdiction of any such court in any suit, action or proceeding.

Section 5.8 **WAIVER OF TRIAL BY JURY**. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, BORROWER AND LENDER AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER AND BORROWER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

Section 5.9 **WAIVERS**. THE WAIVERS BY BORROWER AND LENDER IN THIS ASSIGNMENT HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY BORROWER AND LENDER, AFTER BORROWER AND LENDER HAVE BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF BORROWER'S AND LENDER'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS.

**BORROWER'S EXECUTION AND LENDER'S ACCEPTANCE OF THIS ASSIGNMENT SHALL BE CONCLUSIVE EVIDENCE OF THE MAKING OF SUCH WAIVERS AND THAT SUCH WAIVERS HAVE BEEN INVOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.**

Section 5.10 Time is of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Assignment.

Section 5.11 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever. Lender may sell, assign, pledge, participate, delegate or transfer, as applicable, to one or more Persons, all or any portion of its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents, subject to restrictions on loan assignment set forth in the Loan Agreement. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign, delegate or transfer its rights or obligations under this Assignment without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment, delegation or transfer without such consent shall be null and void.

Section 5.12 Headings, Etc. The headings and captions of the 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.

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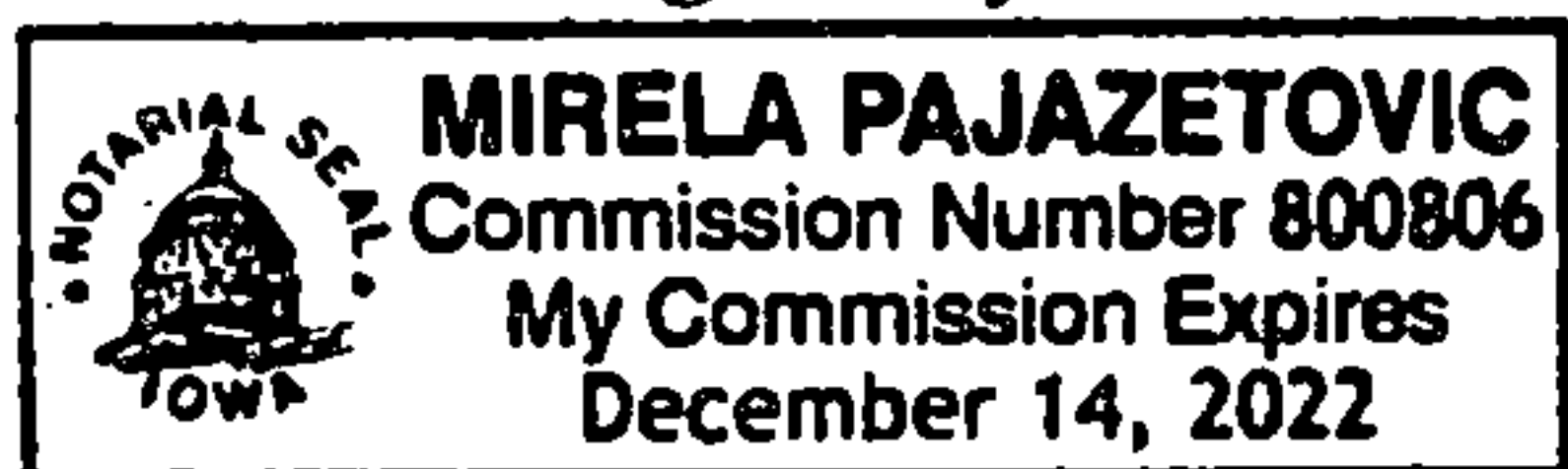
IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents, under seal, the day and year first above written.

ALI DANBERRY OWNER, LLC, a Delaware  
limited liability company

By: [Signature]  
Name: Joel D. Nelson  
Title: Authorized Signatory

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

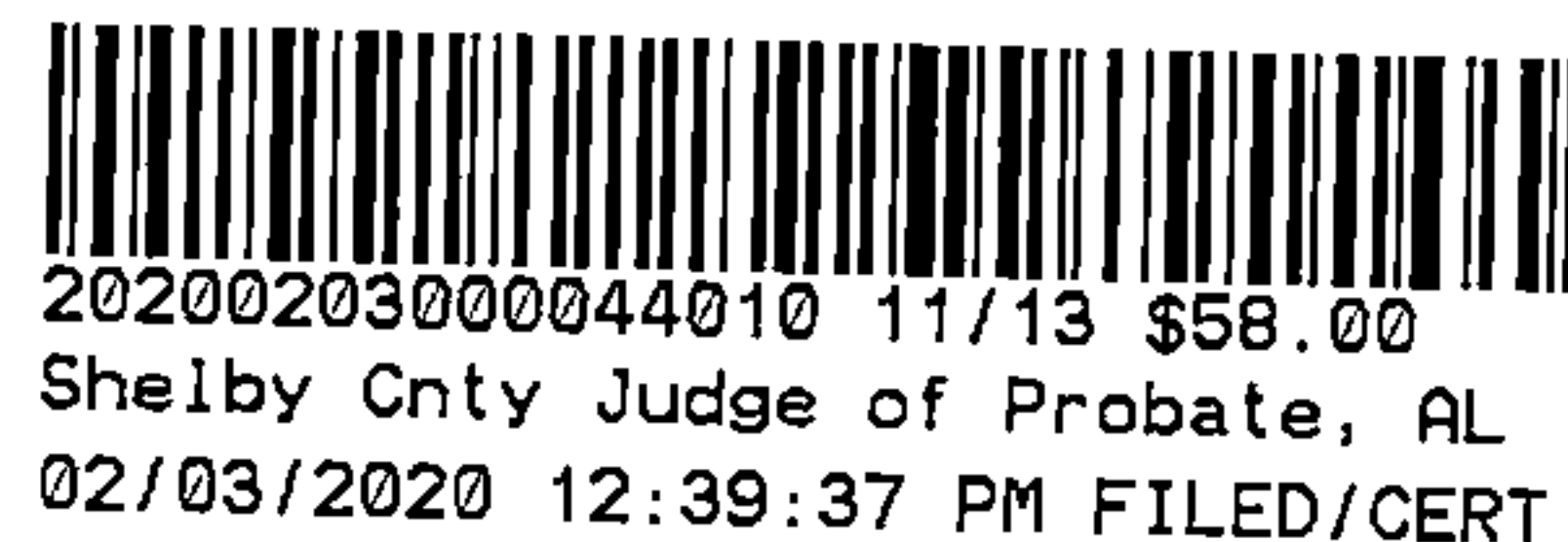
This instrument was acknowledged before me on JANUARY, 28<sup>TH</sup>, 2020, by Joel D. Nelson as Authorized Signatory of ALI Danberry Owner, LLC.



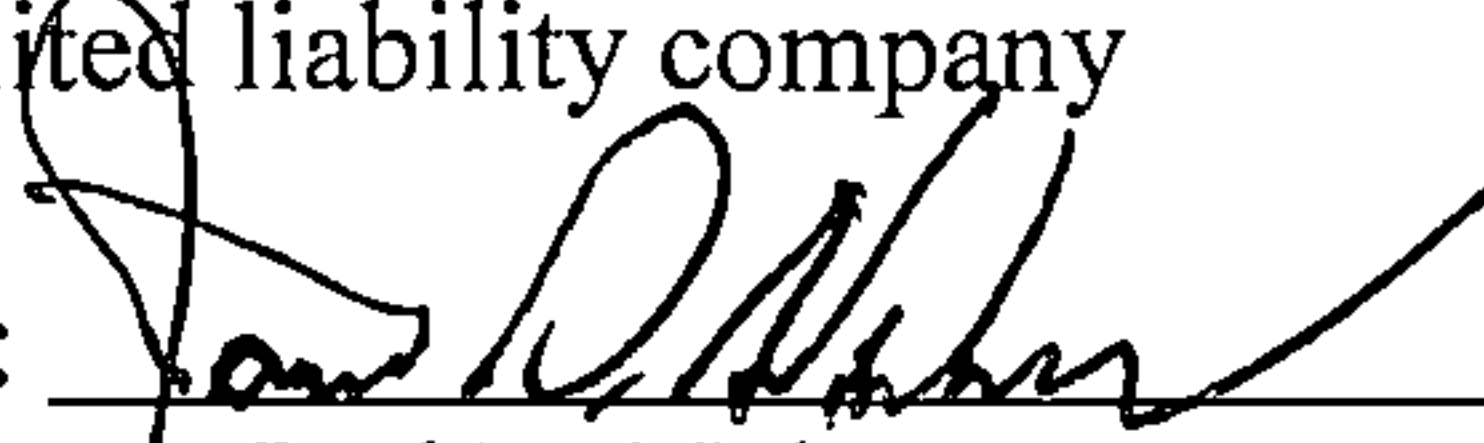
(Seal, if any)

[Signature]  
(signature of notarial officer)  
Title (and Rank) EXECUTIVE ASSISTANT  
My commission expires: 12-14-2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

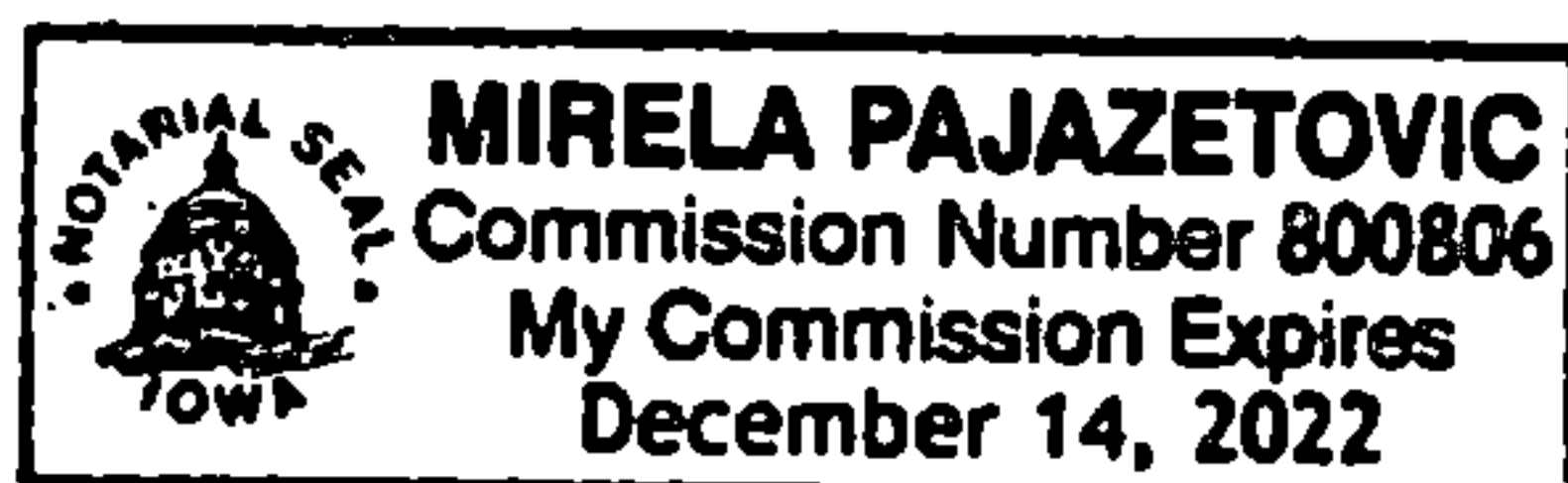


ALI DANBERRY LESSEE, LLC, a Delaware  
limited liability company


By:   
Name: Joel D. Nelson  
Title: Authorized Signatory

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

This instrument was acknowledged before me on JANUARY 28<sup>TH</sup>, 2020, by Joel D. Nelson as  
Authorized Signatory of ALI Danberry Lessee, LLC.



(Seal, if any)

  
(signature of notarial officer)  
Title (and Rank) EXECUTIVE ASSISTANT  
My commission expires: 12-14-2022

[END OF SIGNATURE PAGES]



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**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All that certain lot or parcel of land, together with all improvements located thereon, situate and lying in the County of Shelby, Alabama, and being more particularly described as follows:

Parcel I:

Lot 1, according to the Final Plat of Danberry Village, as recorded in Map Book 39, Page 139, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel II:

Easements and rights appurtenant to and for the benefit of Parcel I as set forth in The Cottages of Danberry First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated 2/25/2014 and recorded in Instrument #20140225000052020 in the Office of the Judge of Probate of Shelby County, Alabama, over and across the lands described thereon.

(Property Address is 235 Inverness Center Drive, Hoover, AL 35242; Tax Parcel Number 02-7-36-0-001-029.021)

(End of Property Description)

