

STATE OF ALABAMA
SHELBY COUNTY

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BHS, L.L.C., an Alabama limited liability company (hereinafter called the "Assignor"); in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration in hand paid to Assignor by CMS HOLDINGS CORPORATION, a Delaware corporation (hereinafter called the "Assignee"), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all rents payable under leases pertaining to the real estate located in Shelby County, Alabama, which is more particularly described as follows:

That certain real estate which is described on Exhibit "A" attached hereto and made a part hereof by reference and incorporation (the "Real Property"),

including, without limitation to, all rents which become due under the leases or agreements or contracts of occupancy, and under leases whether presently or hereafter made, whether written or verbal, and from any letting of, or agreement for the use or occupancy of, any part of the real estate described hereinabove (collectively referred to as the "Leases"), including, without limitation, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any said lease, leases and agreements.

This Assignment is made as additional security for the payment of that certain indebtedness owed by Assignor to Assignee in the initial principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), as evidenced by that certain Purchase Money Mortgage Note (Shelby County) executed and delivered by the Assignor to the Assignee on even date herewith (the "Shelby County Note"), and that certain indebtedness owed by Assignor to Assignee in the initial principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), as evidenced by that certain Purchase Money Mortgage Note (Madison County) executed and delivered by the Assignor to the Assignee on even date herewith (the "Madison County Note") (the Shelby County Note and the Madison County Note are hereinafter together referred to as the "Notes"), and as additional security for the full and faithful performance by Assignor of all the terms and conditions of said Notes and for the full and faithful performance by Assignor of that certain Purchase Money Mortgage and Security Agreement executed and delivered by the Assignor to the Assignee on even date herewith, on the Real Property (the "Shelby County Mortgage"), and that certain Purchase Money Mortgage and Security Agreement executed and delivered by the Assignor to the Assignee on even date herewith, on certain real property owned by Assignor which real property is located in Madison County, Alabama (the "Madison County Mortgage") (the Shelby County Mortgage and the

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Madison County Mortgage are hereinafter together referred to as the "Mortgages"), which are given to secure the payment of the Notes.

Assignor agrees to duly operate and maintain the Real Property and to perform all requisites on its part to keep any and all leases covering the Real Property or the improvements located thereon in full force and effect.

Assignor agrees that this Assignment shall cover all leases now existing and future leases hereafter entered into, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said real estate or the improvements thereon.

Assignor agrees that it will not assign the rents or any part of the rents of said Real Property or the improvements thereon under any lease or leases presently existing or hereafter entered into, or other agreements relating to the use of any part of the Real Property, nor do any other act whereby the liens of the aforesaid Mortgages may, in the reasonable opinion of the Assignee, be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Notes remain unpaid or is in default and that it may be enforced by Assignee, its successors and assigns, or the holder or holders of the Notes.

Assignor further agrees that it will not collect rents under the Leases or other agreements relating to the use of any part of the Real Property or the improvements thereon for a period further in advance than thirty (30) days without the written consent of Assignee; Assignor covenants that no more than one month's rent plus security deposit has been or will be collected from the tenants occupying the Real Property and that no concessions or other agreements have been or will be made with said tenants, other than those contained in the Leases or modifications thereto. Assignor further covenants that no event of default has occurred, nor has any act or omission occurred on the part of Assignor, which, with the passage of time would constitute a default under any of the Leases. No lease shall be entered into without the approval of Assignee unless such lease expressly requires the tenant to attorn to Assignee and unless such lease further requires the tenant to execute estoppel and subordination agreements as may be required by Assignee from time to time.

It is expressly understood and agreed by Assignor and Assignee hereof that all payments under that certain Lease executed as of the date hereof between the Assignor and Addiction & Mental Health Services, Inc. (the "Lease") to the extent of the payments due under the Shelby County Note shall be paid directly to the Assignee; provided, however, that all other payments due under the Lease may be retained by Assignor unless and until Assignor defaults (and fails to cure during the applicable grace period, if any) in the performance of the terms and conditions of the Notes, the Mortgages, or this Assignment at which time, Assignee may notify AMHS to make the entire rent payment due under the Lease directly to Assignee.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder or holders of the Notes, upon such default (and failure to cure within the applicable grace period, if any) to take immediate possession of the Real Property without notice and to collect upon demand, after any default hereunder or under the Notes or the Mortgages, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of the Leases whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the Real Property and improvements thereon, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits, either in Assignee's name or Assignor's name. Any lessee or tenant making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors or assigns, by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the Notes:

1. to the payment of all necessary expenses for the operation, protection, and preservation of the Real Property and the improvements thereon, including the usual and customary fees for management services and attorneys' fees incurred by Assignee in obtaining advice in connection with the default which gave rise to the implementation of this Assignment;
2. to the payment of taxes and assessments levied and assessed against the Real Property described herein as said taxes and assessments become due and payable;
3. to the payment of premiums due and payable on any insurance policy relating to the Real Property and the improvements thereon;
4. to the payment of the entire outstanding balance on the Notes and/or any other indebtedness of Assignor to Assignee, including, but not limited to, any indebtedness which Assignee incurred pursuant to the terms of the Notes and the Mortgages and any prepayment penalty incurred in connection therewith; and
5. the balance remaining after payment of the above shall be paid to the then owner of record of the Real Property.

Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability, loss or damage which Assignee might incur under leases made by Assignor or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee thereunder or hereunder, including, without limitation, indemnification for any act or omission of Assignor or its agents, servants, invitees or licensees, or for any act

or omission of, Assignee taken by Assignee to preserve and protect its interest in the leases or its rights thereunder or hereunder, and, without limiting the generality of the foregoing, covenants that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Real Property upon Assignee, nor the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Real Property and the improvements thereon by the tenant or any other party, or for any negligence in the management, upkeep, repair or control of the Real Property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

Assignor covenants that it is the owner of the rents, rights and interests assigned hereby, that as of the date hereof, there are no outstanding assignments of any leases affecting the Real Property or improvements thereon except for the Mortgages described hereinabove, and that Assignor has the authority and is fully authorized to execute this Assignment.

Assignor covenants and agrees that it will not, other than in the ordinary course of business, amend, modify or terminate the Leases that have been executed affecting the Real Property or the improvements located thereon or any of the Leases which are hereby assigned without the prior written consent of the Assignee.

Assignor will provide Assignee with a current rent roll on a semi-annual basis or at such other time as Assignee may reasonably request. Assignor will provide Assignee with a copy of all leases entered into with respect to the Real Property, or any portion thereof.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. In the event that any provisions herein shall be unenforceable, all other provisions shall be enforceable to the fullest extent possible. This Assignment shall be subject to and construed in accordance with the laws of the State of Alabama.

Executed under the seal of the undersigned on this the 15th day of June, 1998.

ASSIGNOR:

BHS, L.L.C., an Alabama
limited liability company

By: Jerry W. Crowder
Its: Member

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry W. Crowder, whose name as Member of BHS, L.L.C., an Alabama 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 for and as the act of said limited liability company.

Given under my hand and official seal on this the 15th day of June, 1998.

Nancy Loraine Dean
Notary Public **NANCY LORAIN DEAN**

[AFFIX NOTARY SEAL]

My Commission Expires: 1-10-2000

EXHIBIT "A"

Shelby County Property:

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 2 West, situated in Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the southeast 1/4 of the northeast 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, and run in a southerly direction along the west line of said 1/4-1/4 section a distance of 1052.32 feet to the point of beginning of the herein described parcel; thence deflect 61 degrees 40 minutes 02 seconds and run to the left in a southeasterly direction a distance of 908.36 feet to a point; thence turn an interior angle of 117 degrees 29 minutes 37 seconds and run to the right in a southerly direction a distance of 425.00 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in an easterly direction a distance of 320.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right and in a southerly direction a distance of 242.42 feet to a point; thence turn an interior angle of 120 degrees 00 minutes 00 seconds and run to the right and in a southwesterly direction a distance of 225.17 feet to a point; thence turn an interior angle of 150 degrees 00 minutes 00 seconds and run to the right in a westerly direction a distance of 1125.00 feet to a point on the southeast right of way line of Shelby County Road #35, and a point on a curve running in a northerly direction and to the left having a central angle of 29 degrees 59 minutes 34 seconds and a radius of 1260.81 feet; thence turn an interior angle of 66 degrees 40 minutes 35 seconds to the tangent of said curve and run in a northerly direction and along the east right of way of said road a distance of 660.00 feet to a point; thence tangent to the last described curve, turn an interior angle of 81 degrees 51 minutes 05 seconds and run to the right in an easterly direction a distance of 107.92 feet to a point on the west line of the northeast 1/4 of the southeast 1/4 of said section; thence turn an interior angle of 272 degrees 19 minutes 07 seconds and run to the left in a northerly direction and along the west line of said 1/4-1/4 section a distance of 556.58 feet, more or less, to the point of beginning of the herein described parcel.

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