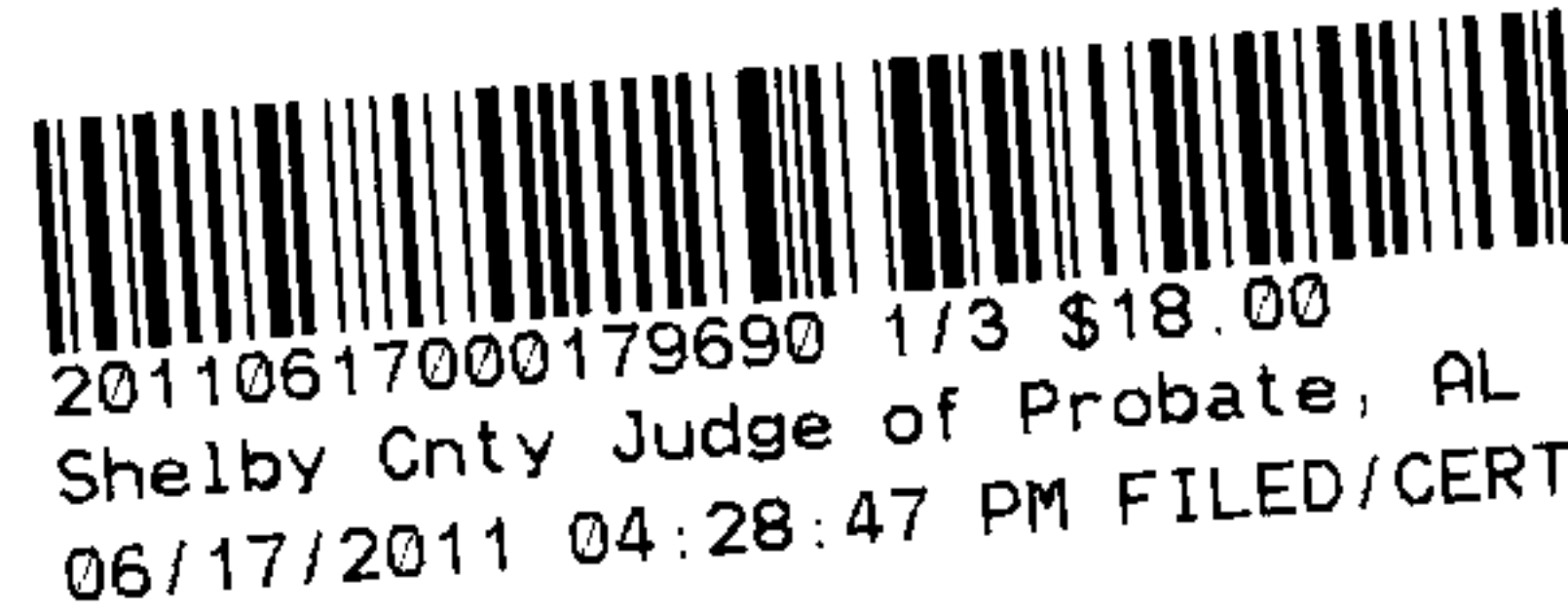


Prepared by, and return to:

Debra Taylor Lewis
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203



ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of the 17th day of June, 2011, by **COMPASS BANK**, an Alabama banking corporation (the "Assignor") to **FUNDAMENTAL PARTNERS LP**, a Delaware limited partnership, **FUNDAMENTAL PARTNERS II LP**, a Delaware limited partnership, **FUNDAMENTAL PARTNERS (TAX-EXEMPT) LP**, a Delaware limited partnership (collectively, the "Assignee").

RECITALS

A. A Promissory Note was executed by STV One Nineteen Senior Living, LLC, a Delaware limited liability company ("Borrower"), in favor of Assignor, dated as of June 16, 2008, evidencing a loan (the "Loan") in the original principal amount of \$28,875,000.00 (as amended, modified, extended or renewed, the "Note").

B. The Note is secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) dated June 16, 2008, by Borrower, as mortgagor, in favor of Assignor, as mortgagee, recorded at Instrument # 20080618000249520 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (the "Mortgage") and that certain Assignment of Rents and Leases dated June 16, 2008, by Borrower, as grantor, in favor of Assignor, as lender, recorded at Instrument # 20080618000249530 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (the "Assignment of Rents" and together with the Mortgage, the "Security Documents").

C. Assignor and Assignee have entered into a Loan Sale Agreement dated June 13th, 2011, (the "Loan Sale Agreement") in which Assignor has agreed to sell and the Assignee has agreed to purchase, inter alia, all of Assignor's right, title and interest in and to the Note and Security Documents.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, without recourse, and except as set forth in Section 3.01 of the Loan Sale

Agreement, without warranty or representation whatsoever, all of Assignor's right, title, interest, claim and demand in and to the Note and the Security Documents, together with all moneys, principal and interest, now due and to become due thereon, and all rights, remedies and incidents thereunto belonging.


2. Conflict. Nothing in this Assignment shall be construed to be a modification or waiver of or limitation on any provision of the Loan Sale Agreement, including representations, warranties and agreements set forth therein. In the event of any inconsistency or conflict between this Assignment and the Loan Sale Agreement, terms and conditions of the Loan Sale Agreement shall control for all purposes.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.

4. Governing Law. The laws of the State of Alabama shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws.

5. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

[Signatures appear on the following page]


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Shelby Cnty Judge of Probate, AL
06/17/2011 04:28:47 PM FILED/CERT

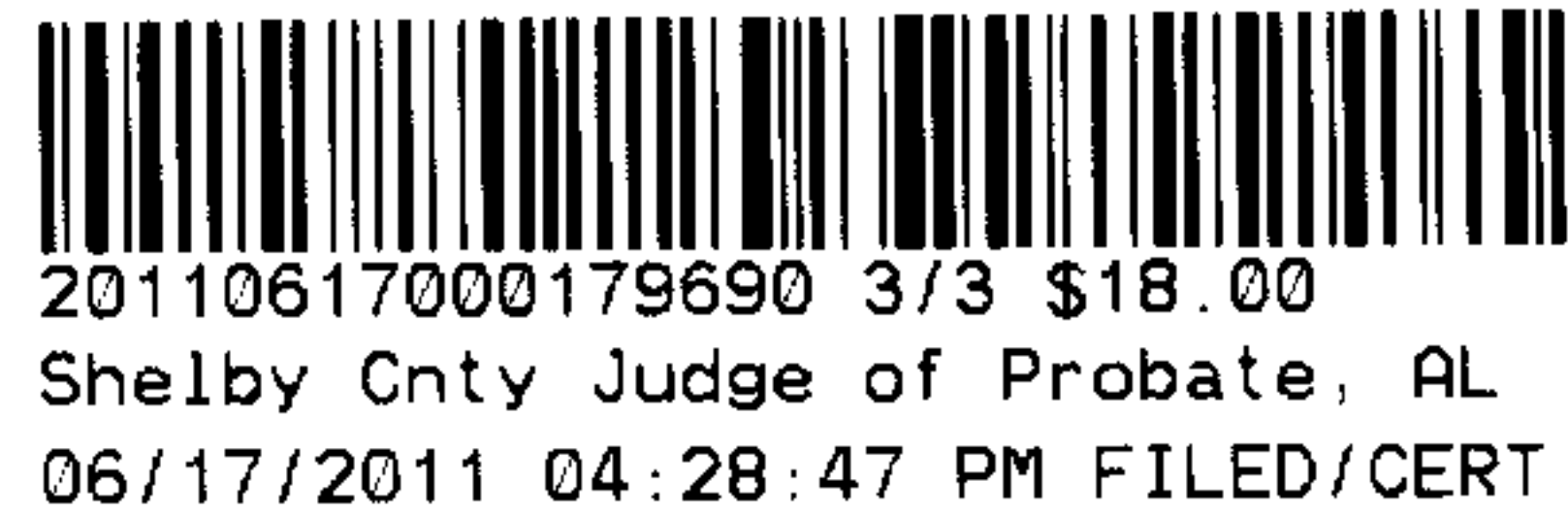
ASSIGNOR:

COMPASS BANK,
an Alabama banking corporation

By: Jim Sparks
Name: Jim Sparks
Title: Vice President
Date Executed: 6/15/11

WITNESS:

Garret Pelt
Date Executed: 6/15/2011



STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Susan Ann Rixey, a Notary Public in and for said County in said State, hereby certify that Jim Sparks, whose name as Vice President of **Compass Bank**, an Alabama banking corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 15 day of JUNE, 2011.

Susan Ann Rixey
Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires March 23, 2013