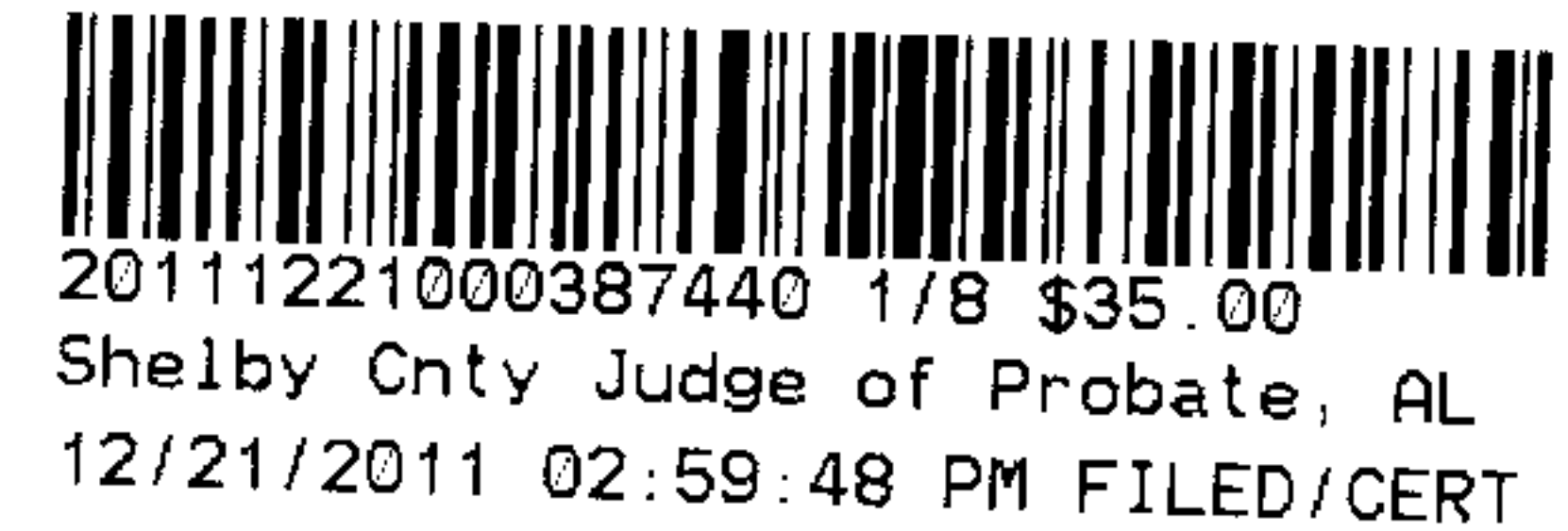


THIS INSTRUMENT PREPARED BY:

Christopher Lhulier
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
(617) 542-6000



STATE OF ALABAMA

COUNTY OF SHELBY

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (this "Assignment") made this 20 day of December, 2011, is given by **STV ONE NINETEEN SENIOR LIVING, LLC**, a Delaware limited liability company ("Borrower") to **FUNDAMENTAL ADVISORS LP ("Agent")**, as Agent for and for the benefit of **FUNDAMENTAL PARTNERS, LP, FUNDAMENTAL PARTNERS II LP and FUNDAMENTAL PARTNERS (TAX-EXEMPT) LP** (hereinafter collectively referred to as the "Lenders"), Mortgagee.

WHEREAS, in connection with a loan (the "Loan") from Compass Bank to Borrower in the amount of TWENTY-EIGHT MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$28,875,000.00) dated June 16, 2008, as evidenced by a promissory note dated June 16, 2008 from Borrower to Compass Bank in such amount (the "Note"), and to secure said Loan and Note, along with other indebtedness of Borrower ("Other Indebtedness"), Borrower executed and delivered, among other documents, a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (the "Mortgage") conveying the real estate legally described in **Exhibit A** hereto (the "Premises") and a Construction Loan Agreement (the "Loan Agreement") (the Note, Mortgage, Loan Agreement any other document evidencing, securing or given in connection with the Loan are collectively referred to herein as the "Original Loan Documents"); and

WHEREAS, the Borrower further secured (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Loan and Note, including any extensions, modifications or renewals thereof, and under the Original Loan Documents, and under any instruments or documents evidencing or securing any Other Indebtedness described in the Mortgage (the "Other Indebtedness Instruments"), and (ii) the performance of each and every obligation, covenant and agreement of the Borrower contained in this Assignment, in the other Original Loan Documents, and in the Other Indebtedness Instruments by executing and delivering that certain Assignment of Rents and Leases dated as of June 16, 2008 (the "Assignment of Rents"); AND.

WHEREAS, pursuant to that certain Assignment of Loan Documents dated as of June 17, 2011 (the "Loan Documents Assignment"), Lenders acquired all of the interests of Compass Bank in and to the Original Loan Documents; and

WHEREAS, simultaneously herewith, Lenders are assigning their interests under the Mortgage, the Assignment of Rents and certain of the other Original Loan Documents to Agent for the benefit of Lenders; and

WHEREAS, simultaneously herewith, Lenders and Borrower are also amending and restating (i) the Note (the "Amended and Restated Note") and (ii) the original Construction Loan Agreement between the Borrower, the Lenders and the Agent dated June 16, 2008 (the "Amended and Restated Loan Agreement"), and are modifying certain of the other Loan Documents, (the Loan Documents, as assigned, amended and/or restated as described herein, being referred to as the "Loan Documents"); and

NOW, THEREFORE, the Borrower, for and in consideration of the making the Loan by Lenders, for Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as **FURTHER AND ADDITIONAL SECURITY** as aforesaid to the Agent for the benefit of Lenders, and to secure the prompt payment of the Loan and Amended and Restated Note, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges incurred by Agent of behalf of the Lenders on account of Borrower, including but not limited to reasonable attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Amended and Restated Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto the Agent, for the benefit of the Lenders, all leases, subleases and lease guaranties of or relating to all or part of the Premises, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Agent under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Agent, and the Agent shall have the right after an Event of Default, and the Borrower does hereby appoint irrevocably the Agent its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereinafter provided), to be exercised only after an Event of Default under the Loan Agreement, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Agent would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The Borrower represents and agrees that no rent (other than security deposits) has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or

otherwise discharged or compromised by the Borrower, except as otherwise permitted in the Loan Agreement. The Borrower waives any right of setoff against any person in possession of any portion of the Mortgaged Property. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

Nothing herein contained shall be construed as constituting the Agent or Lenders as "mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Agent, on behalf of Lenders, pursuant to the provisions hereinafter contained or contained in the other Loan Documents. In the exercise of the powers herein granted the Agent and Lenders, no liability shall be asserted or enforced against the Agent or Lenders, all such liability being expressly waived and released by the Borrower.

The Borrower further agrees to execute and deliver, immediately upon the request of the Agent, all such further assurances and assignments of subleases, lease guaranties and agreements in the Premises as the Agent shall from time to time require.

It is the intention of the parties that this Assignment shall be a present assignment; provided, however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Borrower shall have the right to collect the rents, and to enter into leases with respect to the Premises as herein provided, and to amend, modify and terminate such leases in the ordinary course of business, so long as there exists no Event of Default under the Loan Agreement or the other Loan Documents; and provided further, that such rights of the Borrower shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Agent, except as otherwise provided in the Loan Agreement or in the Mortgage.

The Agent shall not be obligated, unless it is then a "mortgagee in possession", to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Premises, and the Borrower shall and does hereby agree to indemnify and hold the Agent and Lenders harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements; provided, that Borrower shall not indemnify Agent or Lenders against matters caused by Agent or Lenders' own gross negligence or willful misconduct. Should the Agent or Lenders incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Agent or Lenders in connection with any one or more of said leases, subleases or agreements (other than with respect to matters caused by the Agent or Lenders' own gross negligence or willful misconduct), the Borrower agrees to reimburse the Agent and Lenders for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and reasonable attorneys' fees shall be secured by this Assignment and the Mortgage.

In any case in which, under the provisions of the Mortgage, the Agent has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Agent and if and to the extent permitted by law, the Borrower agrees to surrender to the Agent, and the Agent shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Agent in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Borrower or then owner of the Premises relating thereto, and may exclude the Borrower, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Borrower, or in its own name as Agent and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Borrower to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to the Agent's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Upon the occurrence of any Event of Default under the Mortgage, the Loan Agreement or any other Loan Documents, then, in addition to the other rights and remedies set forth in this Assignment and in the Loan Documents, Agent, on behalf of the Lenders, shall have the right to demand and collect directly from tenants rents accruing from leases and subleases of the Premises.

The Agent in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Agent may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Agent and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing heating and cooling appliances, and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Agent, make it readily rentable; and

(d) To the payment of any indebtedness evidenced or secured by the Amended and Restated Notes, the Mortgage, any other Loan Document, or any Other Indebtedness Instrument, or any deficiency which may result from any foreclosure sale of the Premises.

The Borrower does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Agent upon receipt of demand from said Agent to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Agent, and shall not be deemed exclusive of any of the remedies granted in the Mortgage and the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon heirs, successors and assigns (including successors by consolidation) of the Borrower, and any party or parties holding title to the Premises by, through or under the Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to the Agent and Lenders shall also inure to their successors and assigns, including all holders, from time to time, of the Amended and Restated Notes and the other Loan Documents.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Borrower, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption. This Agreement is not intended to, and shall not be construed to, effect a novation, and, except as expressly provided or referred to herein, none of the Loan Documents has been modified, amended, canceled, terminated, released, satisfied, superseded or otherwise invalidated.

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

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed and delivered as of the date first set forth above.

BORROWER:

**STV ONE NINETEEN
SENIOR LIVING, LLC,**
a Delaware limited liability company

WITNESS:

By: **DOMINION PARTNERS, LLC,**
an Alabama limited liability company,
its Manager

Amber M. Hagood

By: Allan Worthington
Its: Authorized Agent

STATE OF ALABAMA

COUNTY OF SHELBY

I, Stacey Nikkole Ehrhardt a notary public in and for said count in said state, hereby certify that Allan Worthington, whose name as Authorized Agent of **Dominion Partners, LLC**, an Alabama limited liability company, as Manager of **STV ONE NINETEEN SENIOR LIVING, LLC**, 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 such instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said Dominion Partners, LLC, in its capacity as Manager of STV One Nineteen Senior Living, LLC.

Given under my hand and official seal this 20th day of December, 2011.

Stacey Nikkole Ehrhardt

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 8, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20111221000387440 7/8 \$35.00
Shelby Cnty Judge of Probate, AL
12/21/2011 02:59:48 PM FILED/CERT

**FUNDAMENTAL ADVISORS LP, as Agent for
FUNDAMENTAL PARTNERS, LP,
FUNDAMENTAL PARTNERS II LP and
FUNDAMENTAL PARTNERS (TAX-
EXEMPT) LP**

WITNESS:

CMG

By:

Laurence Gottlieb

STATE OF New York

COUNTY OF New York

I, Justin Vinci, a notary public in and for said county in said state, hereby certify that Laurence Gottlieb, whose name as Chairman + CEO of **FUNDAMENTAL ADVISORS LP**, a Delaware Limited Partnership, 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 such instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said **FUNDAMENTAL ADVISORS LP**.

Given under my hand and official seal this 19 day of December, 2011.

(NOTARIAL SEAL)

Justin Vinci

Notary Public

My commission expires: 6/8/13

JUSTIN M. VINCI
Notary Public, State of New York
No. 01VI6207179
Qualified in New York County
Commission Expires June 08, 2013

EXHIBIT A

20111221000387440 8/8 \$35.00
Shelby Cnty Judge of Probate, AL
12/21/2011 02:59:48 PM FILED/CERT

Parcel I

Lot 1-B according to St. Vincent's Hospital Highway No. 119 Survey as recorded in Map Book 39, page 103 in the office of the Judge of Probate of Shelby County, Alabama. Also known as:

A Part of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasterly Corner of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 569.13 feet to a point; thence $3^{\circ}53'00''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 and it's prolongation a distance of 424.81 feet to a point; thence $76^{\circ}04'07''$ to the left in a Northwesterly direction a distance of 352.05 feet to a point; thence $58^{\circ}04'29''$ to the left in a Southwesterly direction a distance of 72.43 feet to a point on a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence $78^{\circ}56'03''$ to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 39.65 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 25.00 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southwesterly direction a distance of 70.27 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 517.00 feet and a central angle of $24^{\circ}29'13''$; thence in a Southwesterly direction along the arc of said curve a distance of 220.95 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 370.50 feet and a central angle of $23^{\circ}26'54''$; thence in a Southwesterly direction along the arc of said curve a distance of 151.63 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.81 feet to a point on the Northerly right-of-way line of Greystone Way; thence $91^{\circ}09'24''$ to the left in a Southeasterly direction along the Northerly right-of-way line of Greystone Way a distance of 207.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 410.00 feet and a central angle of $43^{\circ}51'30''$; thence In a Southeasterly, Easterly, and Northeasterly direction along the Northerly right-of-way line of Greystone Way and along the arc of said curve a distance of 313.84 feet to the POINT OF BEGINNING.

Parcel II:

Together with an easement for ingress and egress as described in that certain Restrictive Covenant and Reciprocal Easement Agreement between Seton Property Corporation of North Alabama and STV One Nineteen Senior Living, LLC, dated December 28, 2007 and recorded in Instrument No. 20071228000583600, as amended by first amendment to Restrictive and Reciprocal Easement Agreement in Inst. No. 20111221000387420