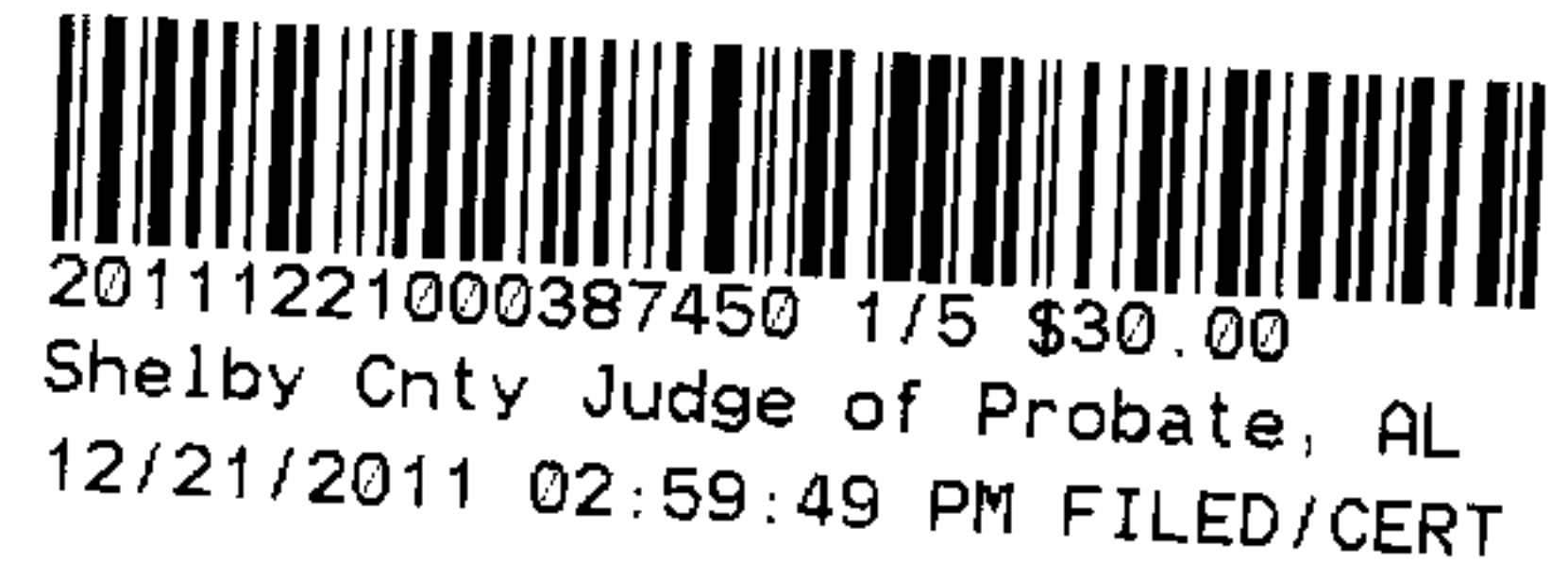


**Prepared by, and return to:**

Mary Lee Moore, Esq.  
Mintz, Levin, Cohn, Ferris,  
Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111



**ASSIGNMENT OF LOAN DOCUMENTS**

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of the 15<sup>th</sup> day of September, 2011, by **FUNDAMENTAL PARTNERS LP**, a Delaware limited partnership, **FUNDAMENTAL PARTNERS II LP**, a Delaware limited partnership, and **FUNDAMENTAL PARTNERS (TAX-EXEMPT) LP**, a Delaware limited partnership by (collectively, the "Assignor") to **FUNDAMENTAL ADVISORS LP**, a Delaware limited partnership, as **AGENT FOR FUNDAMENTAL PARTNERS LP**, a Delaware limited partnership, **FUNDAMENTAL PARTNERS II LP**, a Delaware limited partnership, **FUNDAMENTAL PARTNERS (TAX-EXEMPT) LP**, a Delaware limited partnership (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 Compass Bank, the predecessor in interest to 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 said Compass Bank, as mortgagee, recorded at Instrument # 20080618000249520 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time, as assigned to Assignor by Assignment of Loan Documents recorded at Instrument # 20110617000179690 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage") and that certain Assignment of Rents and Leases dated June 16, 2008, by Borrower, as grantor, in favor of said Compass Bank, as lender, recorded at Instrument # 20080618000249530 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time, as assigned to Assignor by Assignment of Loan Documents recorded at Instrument # 20110617000179690 in the Office of the Judge of Probate of Shelby County, Alabama (the "Assignment of Rents" and together with the Mortgage, the "Security Documents").

C. In addition to the Note and the Security Documents, Borrower has previously delivered various assignments, agreements and other collateral documentation in connection with the Loan (such additional documents being, together with Note and Security Documents being collectively referred to herein as, the "Loan Documents").

Assignor desires to assign all of its right, title and interest under the Loan Documents to Assignee and Assignee has agreed to acquire such right, title and interest from Assignor.

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

2. 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.

3. 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.

4. 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]*



20111221000387450 3/5 \$30.00  
Shelby Cnty Judge of Probate, AL  
12/21/2011 02:59:49 PM FILED/CERT

**ASSIGNOR:**

**FUNDAMENTAL PARTNERS LP,**  
a Delaware limited partnership

**WITNESS:**

Jonathan Stern

J. Stern  
Date Executed: 9/1/2011

By: Laurence L. Gottlieb  
Name: Laurence L. Gottlieb  
Title: Chairman + CEO  
Date Executed: 9/1/11

**FUNDAMENTAL PARTNERS II LP,**  
a Delaware limited partnership

**WITNESS:**

Jonathan Stern

J. Stern  
Date Executed: 9/1/2011

By: Laurence L. Gottlieb  
Name: Laurence L. Gottlieb  
Title: Chairman + CEO  
Date Executed: 9/1/11

**FUNDAMENTAL PARTNERS  
(TAX EXEMPT) LP,**  
a Delaware limited partnership

**WITNESS:**

Jonathan Stern

J. Stern  
Date Executed: 9/1/2011

By: Laurence L. Gottlieb  
Name: Laurence L. Gottlieb  
Title: Chairman + CEO  
Date Executed: 9/1/11





20111221000387450 4/5 \$30.00  
Shelby Cnty Judge of Probate, AL  
12/21/2011 02:59:49 PM FILED/CERT

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 Partners 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this the 1<sup>st</sup> day of SEPTEMBER, 2011.

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

[Signature]  
Notary Public

My commission expires: 6/8/2013

[NOTARIAL SEAL]

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 Partners II 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this the 1<sup>st</sup> day of SEPTEMBER, 2011.


[Signature]  
Notary Public

My commission expires: 6/8/2013

[NOTARIAL SEAL]

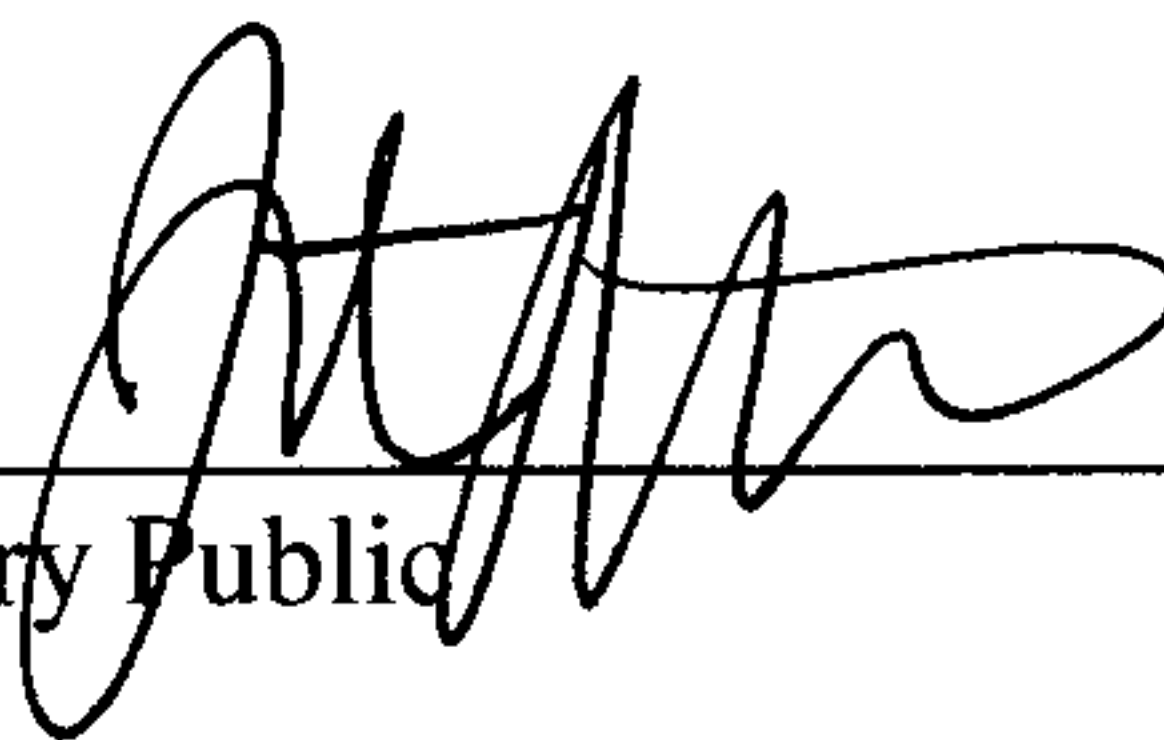
**JUSTIN M. VINCI**  
Notary Public, State of New York  
No. 01VI6207179  
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Commission Expires June 08, 2013

STATE OF NEW YORK  
COUNTY OF NEW YORK

  
20111221000387450 5/5 \$30.00  
Shelby Cnty Judge of Probate, AL  
12/21/2011 02:59:49 PM FILED/CERT

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 Partners (Tax Exempt) 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this the 12<sup>th</sup> day of SEPTEMBER, 2011.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 6/8/2013

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