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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL PERSONS BY THESE PRESENTS THAT, VALUE PLACE PELHAM LLC, a Kansas limited liability company (hereinafter called the "Assignor"), in consideration of One Dollar and other good and valuable consideration paid by FIDELITY BANK (hereinafter called "Assignee"), hereby absolutely and unconditionally conveys, transfers, assigns, and grants a security interest unto Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor as Lessor has and may have in any and all leases, including but not limited to all rights, options, and interest of Assignor therein (hereinafter called the "Leases") now existing or hereafter made and affecting the real property described below (hereinafter called the "Premises") or any part thereof, as said Leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, payments, income and profits due and becoming due therefrom including, without limitation, all fees, charges, accounts or other payments for the use or occupancy of rooms, meeting and banquet facilities and other public facilities. Assignor intends that this Assignment constitute a present, absolute and unconditional assignment and not an assignment for additional security only.

This Assignment is made as additional security for the payment and performance of the obligations owing under the Construction and Term Loan Agreement, dated of even date herewith, by and between the Assignor and Assignee (hereinafter called the "Loan Agreement"), a promissory note dated of even date in the initial principal amount of \$19,950,000.00 , and all extensions or modifications thereof, made by Assignor to Assignee, with interest, (hereinafter called collectively called the "Note"), and the Construction Mortgage and Security Agreement dated of even date herewith (hereinafter called the "Mortgage") securing the Note, encumbering the Premises situated in Pelham, Jefferson County, Alabama and described in Schedule 1 attached hereto and the acceptance of this Assignment and the collection of rents or the payments under the Leases shall not constitute a waiver of any rights of Assignee under the terms of the Note, Mortgage or Loan Agreement. It is expressly understood and agreed by the Assignor and Assignee that before an Event of Default (as defined in the Loan Agreement) occurs, Assignor shall have the right to collect all rents, income and profits from the Leases and to retain, use and enjoy the same, provided, however, that even before an Event of Default occurs no rent not due under the terms of the Leases shall be collected or accepted without the prior written consent of Assignee, and Assignor shall receive such rents, and shall hold the same, as well as the right and license to receive the same, and after default under the said Note and this Assignment, as a trust fund, to be applied, and Assignor hereby covenants to hold the rents in trust and to so apply the same.

Anything to the contrary notwithstanding, the Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the tenants or lessees under any

of the Leases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by tenants or lessees under any of the Leases in lieu of rent. The Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The Assignor, in the Event of Default, hereby authorizes Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from the Leases, to let or re-let the Premises or any part thereof, to cancel and modify the Leases, evict tenants or lessees, bring or defend any suits in connection with the possession of the Premises in its own name or Assignor's name, make repair as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Assignee, in its discretion, may deem proper.

Upon the occurrence of any Event of Default, Assignee shall also be entitled without notice to Assignor to apply at any time to a court having jurisdiction thereof for the appointment of a receiver of the Premises or any part thereof and of all rents, incomes, profits, issues and revenues thereof, from whatever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases, and the Assignor consents to such appointment of a receiver; and said appointment shall be made by the court ex parte as a matter of strict right to Assignee, and without reference to the adequacy or inadequacy of the value of the Premises, or to the solvency or insolvency of Assignor or any party defendant to such suit. Assignor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made ex parte and without notice to Assignor as an admitted equity and as a matter of absolute right to Assignee. In order to maintain and preserve the Premises and to prevent waste and impairment of its security, Assignee may, at its option, advance monies to the appointed receiver and all such sums advanced shall become obligations and shall bear interest from the date of such advance at the Default Rate specified in the Loan Agreement.

The receipt by Assignee of any rents, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the Leases, and the Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of the Leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, lessee, licensee, employee or stranger, and nothing herein contained shall constitute Mortgagee as a "mortgagee-in-possession" of the Mortgaged Premises.

The Assignor covenants and represents that said Assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder and that no other assignment of any interest therein has been made.

The violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the Note, Mortgage and Loan Agreement. Any expenditures made by Assignee in curing such a default on the Assignor's behalf, will become part of the debt secured by this Assignment, with interest thereon at the default rate provided in the Loan Agreement.

The duly recorded release or reconveyance of the Premises shall render this Assignment void.

The net proceeds collected by Assignee under the terms of this Assignment shall be applied in reduction of the obligations owed under the terms of the Loan Agreement ("Obligations").

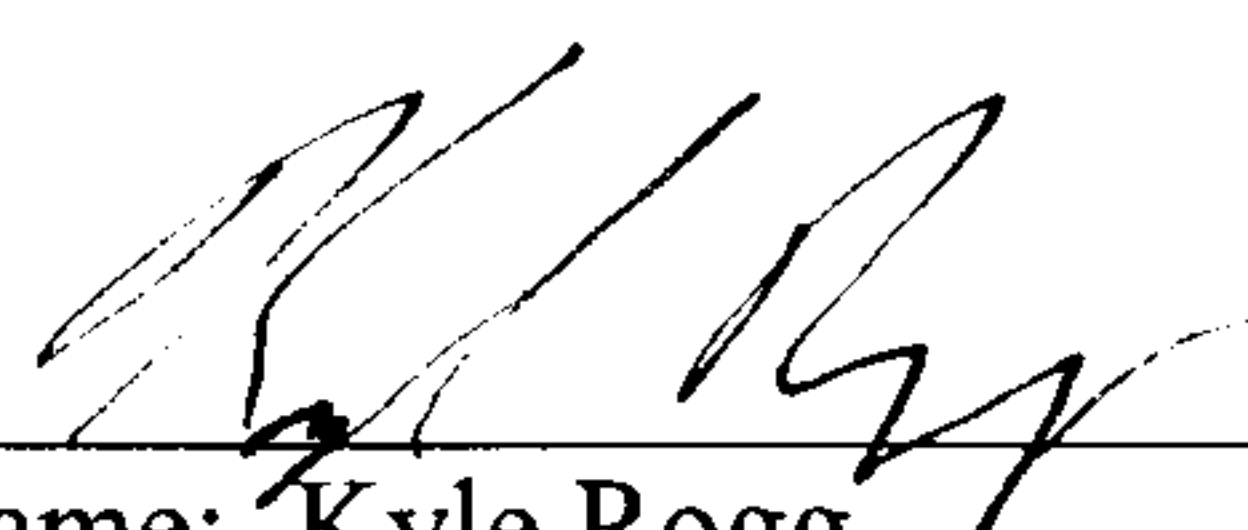
Assignor has obtained any and all consents to this Assignment, as may be required, by any parties to the Leases.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Premises described herein and any assignee of the Mortgage.

This Assignment shall be governed by and interpreted and enforced under the laws of the State of Kansas applicable to contracts made and to be performed entirely within such state, except to the extent that the law of the jurisdiction in which any item of collateral is located is held to be applicable to the attachment and perfection of Assignee's security interest in such collateral and the enforcement of Assignee's rights and remedies with respect thereto. Borrower consents to the personal jurisdiction of the appropriate state or federal court located in Kansas.

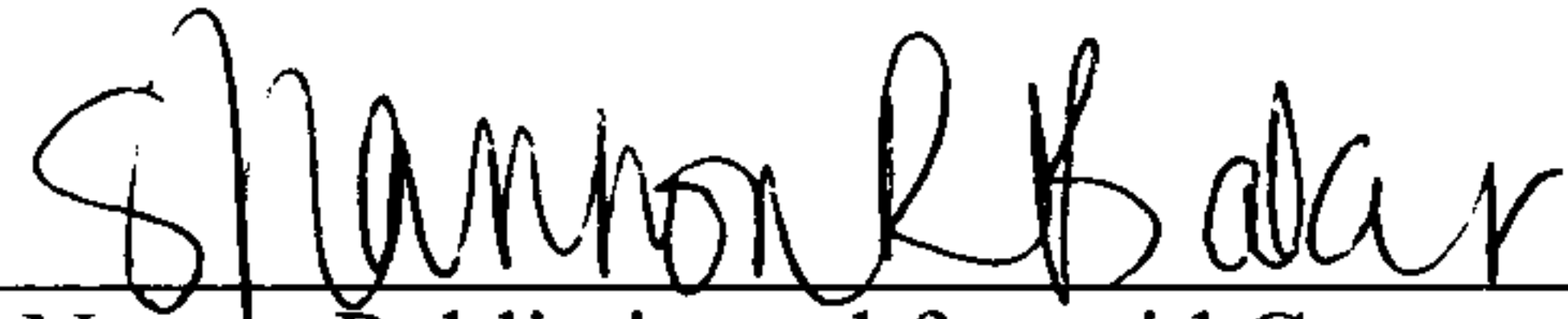
IN WITNESS WHEREOF, the Assignor has signed and sealed this Assignment as of the 29th day of April, 2013.

VALUE PLACE PELHAM LLC,
a Kansas limited liability company

By: 
Name: Kyle Rogg
Title: Chief Operating Officer

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

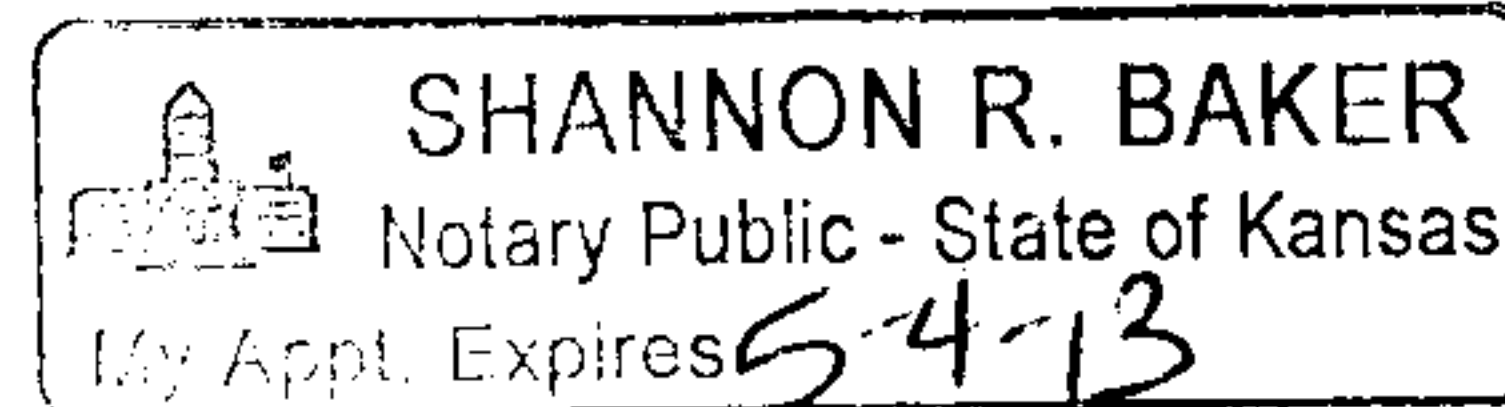
The foregoing instrument was acknowledged before me on this 29th day of April, 2013, by Kyle Rogg, Chief Operating Officer of VALUE PLACE PELHAM LLC on behalf of the company.



Notary Public in and for said County and State

My Appointment Expires:

5-4-13




SCHEDULE 1 TO ASSIGNMENT OF RENTS AND LEASES

LEGAL DESCRIPTION

A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama:

Commence at the Southwest corner of said quarter Section and run East along the South line thereof for a distance of 1826.56 feet; thence leaving said South line turn an interior angle to the right of 57 degrees 00 minutes 07 seconds and run in a Northwesterly direction for a distance of 399.97 feet to a point on the Northern-most right of way of Oak Mountain Park Road (60 ROW) said point being a found 5/8" rebar; thence turn an interior angle to the left of 45 degrees 19 minutes 42 seconds and run in a Northeasterly direction along said right of way for a distance of 192.27 feet to the point of beginning of the property herein described said point being a found 5/8" rebar; thence turn an exterior angle to the right of 85 degrees 19 minutes 24 seconds and run in a Northerly direction for a distance of 280.69 feet to a point on the Southern-most right of way of Bishop Circle, said point being a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the left, said curve having a radius of 50.00 feet a central angle of 37 degrees 53 minutes 41 seconds, a chord distance of 32.47 feet, and an interior angle to the left to chord of 144 degrees 21 minutes 42 seconds; thence rim along the arc of said curve and along said right of way for a distance of 33.07 feet to a set 5/8" capped rebar stamped CA-560-LS, said point being the point of beginning of a reverse curve turning to the right, said curve having a radius of 20.00 feet, a central angle of 73 degrees 23 minutes 54 seconds, and a chord distance of 23.90 feet; thence run along the arc of said curve and along said right of way for a distance of 25.62 feet to a 5/8" capped rebar stamped CA-560-LS said point also being the point of tangency of said curve; thence run along a line tangent to said curve and along said right of way for a distance of 238.68 feet to a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the right, said curve having a radius of 3599.42 feet, a central angle of 03 degrees 37 minutes 05 seconds, a chord distance of 227.25 feet, and an interior angle to the left to chord of 93 degrees 53 minutes 53 seconds; thence run along the arc of said curve and along said right of way for a distance of 227.29 feet to a found 5/8" rebar, said point also being on the aforementioned right of way of Oak Mountain Park Road (I-65 Service Road); thence turn an interior angle to the left from a chord of 124 degrees 46 minutes 38 seconds and run in a Southwesterly direction along said right of way for a distance of 132.51 feet to a found concrete monument; thence turn an interior angle to the left of 145 degrees 56 minutes 59 seconds and run in a Northwesterly direction along said right of way for a distance of 164.71 feet to a found concrete monument; thence turn an interior angle to the left of 172 degrees 00 minutes 18 seconds and run in a Westerly direction for a distance of 24.16 feet to the point of beginning.

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