

THIS INSTRUMENT WAS PREPARED BY:

Cindy Brazell
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Atlanta, Georgia 30309
WHEN RECORDED MAIL TO ABOVE

THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS MORTGAGE IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO CODE OF ALABAMA (1975) SECTION 7-9A-502(c), AND IS TO BE INDEXED, AMONG OTHER PLACES, IN THE FINANCING STATEMENT RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED.

THIS IS A FUTURE ADVANCE MORTGAGE. THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE ALL OTHER INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF THE MORTGAGOR AND THE OTHER BORROWER PARTIES TO THE MORTGAGEE AND LENDERS, DUE OR TO BECOME DUE, AND NOW EXISTING OR HEREAFTER INCURRED, CONTRACTED OR ARISING.

THE MAXIMUM PRINCIPAL INDEBTEDNESS AMOUNT SECURED BY THIS MORTGAGE IS \$275,803,000

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

by and from

BIRMINGHAM AL SENIOR PROPERTY LLC, a Delaware limited liability company, "*Mortgagor*"

to

CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent, "*Mortgagee*"

Dated as of December 21, 2018

Property Location: 200 One Nineteen Boulevard, Birmingham, AL 35242

**THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING
TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE
DESCRIBED HEREIN**



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MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (herein "**Mortgage**"), is dated as of December 21, 2018, but effective as of December 21, 2018 (the "**Effective Date**"), is granted by **BIRMINGHAM AL SENIOR PROPERTY LLC**, a Delaware limited liability company, with a mailing address of c/o BSH II Holdings 2 LLC, 1000 Legion Place, Suite 1600, Orlando, Florida 32801, Attention: Phil Anderson (jointly and severally "**Mortgagor**") in favor of **CAPITAL ONE, NATIONAL ASSOCIATION**, with a mailing address of 77 W. Wacker Drive, 10th Floor, Chicago, Illinois 60601, Attention: Katarzyna Dobrzanska, in its capacity as administrative agent (together with its successors and assigns, "**Mortgagee**"), on behalf of and for the benefit of all current and future lenders party to the Loan Agreement described herein (each individually, "**Lender**," and collectively, "**Lenders**").

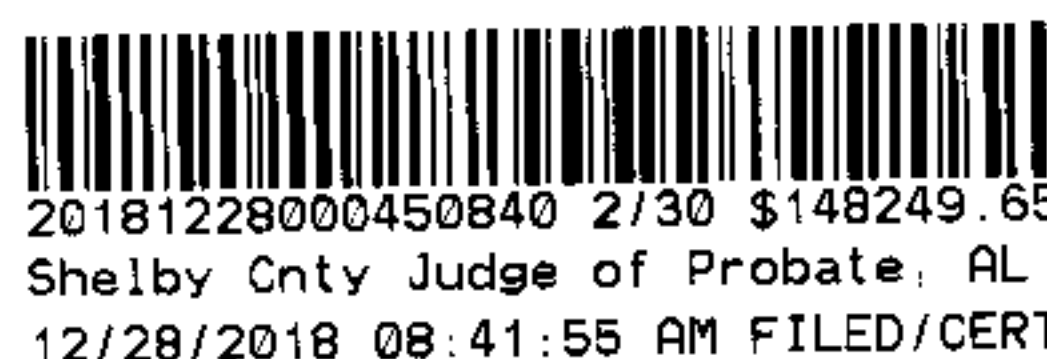
WHEREAS, pursuant to that certain Loan Agreement dated as of the Effective Date by and among the Mortgagor and the other parties listed on Annex A attached hereto as borrowers (together with Mortgagor, each, a "**Borrower**" and, collectively, the "**Borrowers**"), Mortgagee, and Lenders (as amended, modified, restated, supplemented or extended from time to time, the "**Loan Agreement**"), Lenders are prepared to make, and Borrowers will accept, a loan (the "**Loan**"), which Loan is evidenced by the Loan Agreement and Loan Documents (as defined below) described therein and one or more notes made by Borrowers to Mortgagee and/or any Lender that requests a note each dated the Effective Date, which notes shall aggregate the maximum principal amount of Two Hundred Seventy Five Million Eight Hundred Three Thousand Dollars (\$275,803,000) (as amended, modified, restated, supplemented or extended from time to time, collectively, the "**Note**"). All capitalized terms used but not otherwise defined in this Mortgage shall have the meanings provided to such terms in the Loan Agreement; and

WHEREAS, Mortgagor is justly indebted to Mortgagee and Lenders pursuant to the terms of the Note, the Loan Agreement, and the other Loan Documents, and this Mortgage is given as a condition to the Loan and is intended to provide security for the payment and performance of the Obligations (as defined below) owing by Mortgagor to Mortgagee and/or Lenders.

NOW, THEREFORE, to secure the payment of the Obligations under the Loan Agreement and Note, and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Loan Agreement, the Note, the other Loan Documents and any other documents and instruments now or hereafter executed by Borrowers or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the Obligations under the Loan Agreement and Note and in consideration of the provisions of this Mortgage and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, intending to be legally bound, has given, granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, hypothecated, pledged, mortgaged, delivered, set over, warranted, and confirmed, and by these presents does

MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING

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give, grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, mortgage, deliver, set over, warrant, and confirm unto Mortgagee, its successors and assigns forever all right, title and interest (including any remainder or reversionary interest) of Mortgagor in and to the following property (whether now owned or hereafter acquired) with general warranty:

(a) All that certain tract or parcel of land more particularly described and set forth in Exhibit A attached hereto and made a part hereof (the “**Real Property**”);

(b) All tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses, riparian rights and rights in submerged lands, including any lake or river bottoms, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Real Property, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of Mortgagor therein and in the streets, ways, railways and areas adjacent thereto;

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Property or any part thereof owned by Mortgagor, and all of the right, title and interest of Mortgagor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Property immediately upon the delivery thereof to the Real Property, and all fixtures, Building Service Equipment (as defined below), and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Mortgagor and placed by it on the Real Property and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Mortgage;

(d) All of the estate, right, title and interest now owned or hereafter acquired by Mortgagor in and to any and all sidewalks, alleys, railway crossings and sidings, bridges, overpasses, underpasses and subways, and all strips and gores of land, adjacent to or used in connection with the Real Property;


(e) All present and future leases and licenses of space in the buildings and improvements now or hereafter erected on the Real Property (collectively “**leases**”, and individually “**lease**”) and the rents, revenues, income, issues and profits thereunder subject, however, to the right of Mortgagor to receive and use the same and to exercise all rights and privileges as landlord under all of the leases until an Event of Default (as defined below) shall have occurred and be continuing under this Mortgage, together with all the rights and privileges of Mortgagor as landlord thereunder;

(f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor pursuant to the provisions of the Loan Agreement;

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]

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(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All transferable building service, building maintenance, construction, management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Real Property, or the buildings and improvements now or hereafter located thereon, or any other interest in the Real Property, or any combination thereof, including all property management agreements, development agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects' agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases; and

(i) All other existing or after-acquired real and personal property of Mortgagor;


(j) All outstanding equity interests issued by Mortgagor, and all substitutions, accessions, products and proceeds of each of the foregoing; and

(k) All proceeds and products of the foregoing of every type.

All of the foregoing described property, rights, privileges, interests and franchises more particularly described in paragraphs (a) through (k) above herein granted are intended to be, and are collectively referred to herein as, the "**Property**".

TO HAVE AND TO HOLD the above granted and bargained Property, with the rights, estates, powers, privileges and appurtenances thereof unto it, said Mortgagee, its successors and assigns in fee simple forever, to its and their own proper use and behoof subject to the terms, conditions and provisions herein set forth, to secure the Obligations.

PROVIDED ALWAYS THAT, if Mortgagor fully pays, performs and discharges all Obligations now or hereafter secured or to be secured by this Mortgage at the times and in the manner specified without deduction, fraud or delay, and Mortgagor delivers written notice to Mortgagee requesting termination of this Mortgage of record, then Mortgagee shall release, at Mortgagor's expense, this Mortgage of record and the estate hereby granted shall cease and become void.


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[CONA/BRIDGE - St. Vincent, Alabama]
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ARTICLE 1 DEFINITIONS

The following terms as used herein shall have the following meanings:

“Building Service Equipment” shall mean all apparatus, fixtures and articles of personal property owned by Mortgagor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Property, including, but without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electrical fixtures, elevators, escalators, fittings, and machinery and all other equipment of every kind and description, used or procured for use in the operation of the building standing on the Real Property (except apparatus, fixtures or articles of personal property belonging to lessees or other occupants of such building or to persons other than Mortgagor, unless the same be abandoned by any such lessee or other occupant or person), together with any and all replacements thereof and additions thereto.

“Event of Default” shall mean (a) any Event of Default under the Loan Agreement, the Note or the other Loan Documents, (b) any default in the payment or performance of the obligations of Mortgagor hereunder which is not cured within any applicable cure or grace period, or (c) any representation or warranty of Mortgagor hereunder proving to be untrue in any material respect.

“Governing State” shall have the meaning assigned to it in Section 5.9 hereof.

“Lender” shall have the meaning assigned to it in the recitals to this Mortgage.

“Loan” shall have the meaning assigned to it in the recitals to this Mortgage.

“Loan Agreement” shall have the meaning assigned to it in the recitals to this Mortgage.

“Loan Documents” shall mean this Mortgage, the Loan Agreement, the Note, any Swap Agreements, all other Collateral Documents, and all other documents, agreements or instruments executed in connection therewith or with any of the foregoing documents; provided, however, for purposes of this Mortgage, in no event shall the term “Loan Documents” include the Environmental Indemnity Agreement.

“Mortgage” shall have the meaning assigned to it in the preamble to this Mortgage.

“Mortgagee” shall have the meaning assigned to it in the recitals to this Mortgage.

“Mortgagor” shall have the meaning assigned to it in the recitals to this Mortgage.

“Note” shall have the meaning assigned to it in the recitals to this Mortgage.

“Notice” shall have the meaning assigned to it in Section 5.1 hereof.

“Obligations” shall mean all indebtedness, liabilities, obligations, covenants and agreements of any Borrower now existing or hereafter arising or incurred under the Loan Agreement, the Note, this Mortgage, any Swap Agreements pursuant to which Mortgagee or any Lender or any Lender Affiliate is the counterparty (other than Excluded Swap Obligations), or the other Loan Documents, including, without limitation, the Loan, interest, fees, indemnification obligations, Expenses, and any Approved Cash Management Obligations, whether individually or collectively, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising thereunder or hereunder by contract, operation of law or otherwise and whether before or after any judgment relating to any of the foregoing; provided, however, for avoidance of doubt, the Environmental Indemnity Agreement shall not be secured by this Mortgage.

“Permitted Encumbrances” shall have the meaning given such term in the Loan Agreement.

“Personalty” shall have the meaning assigned to it in Section 3.14 hereof.

“Property” shall have the meaning assigned to it in the recitals to this Mortgage.

“Property Income” shall mean all rents, income, profits, security deposits and other benefits to which Mortgagor may now or hereafter be entitled from any lease, tenancy or rights of use of all or any part of the Property and/or the income generated from the business operations conducted at or from the Property.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents, covenants and warrants to Mortgagee with respect to itself and as to the Property as follows:

2.1 Title to Property. Mortgagor warrants that it has good, fee simple title to the Real Property subject only to the Permitted Encumbrances and Permitted Liens and that Mortgagor shall warrant, defend and preserve such title and the rights granted by this Mortgage with respect thereto against all claims of all persons or entities.

2.2 Authority; No Encumbrances. The Property is now free and clear of all encumbrances whatsoever except Permitted Encumbrances and Permitted Liens, and Mortgagor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed.

2.3 No Conflicts. The execution and delivery of this Mortgage does not, and the performance and observance of the terms hereof will not, contravene any provision of existing law, ordinance, rule, regulation or order of any Federal, state or local governmental body, instrumentality or agency, and will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under or result in or permit the creation or imposition of any charge or encumbrance upon any of the properties or assets of Mortgagor

pursuant to, any indenture, mortgage or other agreement or instrument to which Mortgagor is a party or by which its properties or assets are bound.

2.4 Governmental Filings. Other than the recording of this Mortgage and the filing of Uniform Commercial Code financing statements with the appropriate recording and filing offices in the State of Alabama or Delaware, as applicable, no approval, authorization or other action by, or filing with, any Federal, state, or local body, instrumentality or agency, is required under existing law in connection with the execution and delivery by Mortgagor of this Mortgage.

2.5 No Leases. Except as permitted pursuant to the terms of the Loan Agreement or otherwise disclosed to Mortgagee, there are presently in effect no leases of the Property or any part thereof.

2.6 Absence of Litigation. There are no actions, suits, proceedings or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Property, or which may involve or affect the validity of this Mortgage, and Mortgagor is not in default with respect to any order, writ, injunction, decree or demand of any Federal, state or local governmental body, instrumentality or agency affecting the Property or the use and occupancy thereof.


2.7 Execution, Delivery and Enforceability. Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated by the Loan Agreement, the Note and the other Loan Documents. This Mortgage has been duly executed and delivered by Mortgagor and is the legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject only to the effect of any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and the discretionary nature of specific performance and other equitable remedies.

2.8 Compliance with Law. The Property is in compliance with all applicable Federal, state and local laws, rules, ordinances and regulations, including but not limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment.

2.9 Condition of the Property. The Property is in good order and repair, ordinary wear and tear excepted, and is free of all defects other than such defects as have been previously disclosed to and are acceptable to Mortgagee or otherwise permitted pursuant to the terms of the Loan Agreement. There is no real or personal property necessarily or customarily used to operate the Property as an integrated economic unit, except as is owned in fee simple by Mortgagor and granted to Mortgagee in the granting clauses hereof. There is direct and adequate ingress, egress access to and from the Property to one or more public roads and adequate connections to all customary public utilities, including, but not limited to, electricity, natural gas, telephone and cable television from public ways, or utility-owned rights of way, abutting the Property.

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[CONA/BRIDGE - St. Vincent, Alabama]
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ARTICLE 3
CERTAIN COVENANTS AND CONDITIONS

Mortgagor covenants and agrees as to itself and its Property as follows:

3.1 Governmental Charges. Mortgagor shall pay before the same become delinquent all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, whether or not assessed against Mortgagor, if applicable or related to the Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Property; provided, however, that so long as no distraint, foreclosure sale or other levy upon or transfer with respect to the Property or any part thereof shall have been effected or threatened, Mortgagor shall not be required to pay any such taxes, charges, fees, rates and assessments by reason of this Section 3.1 if (a) the amount, applicability or validity thereof is currently being contested by Mortgagor in good faith by appropriate legal proceedings, (b) Mortgagor shall have set aside on its books reserves (segregated to the extent required by sound accounting principles and practices) reasonably deemed by Mortgagee to be adequate with respect thereto, and (c) Mortgagor shall have provided to Mortgagee a bond or other security of such nature and in such amount as Mortgagee deems sufficient as security for payment thereof.

3.2 Intentionally Omitted.

3.3 Maintenance of Property; Alterations. Mortgagor shall keep and maintain the Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), damage from casualty expressly not excepted, shall make all such needful and proper repairs, replacements, additions and improvements thereto as shall be necessary for the proper conduct of its business thereon, and shall not permit or commit waste on the Property. Mortgagor will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or alteration of anything which constitutes a part of the Property without the consent of Mortgagee. Mortgagor shall permit Mortgagee to enter the Property at any reasonable time to determine whether Mortgagor is in compliance with its Obligations under this Mortgage.

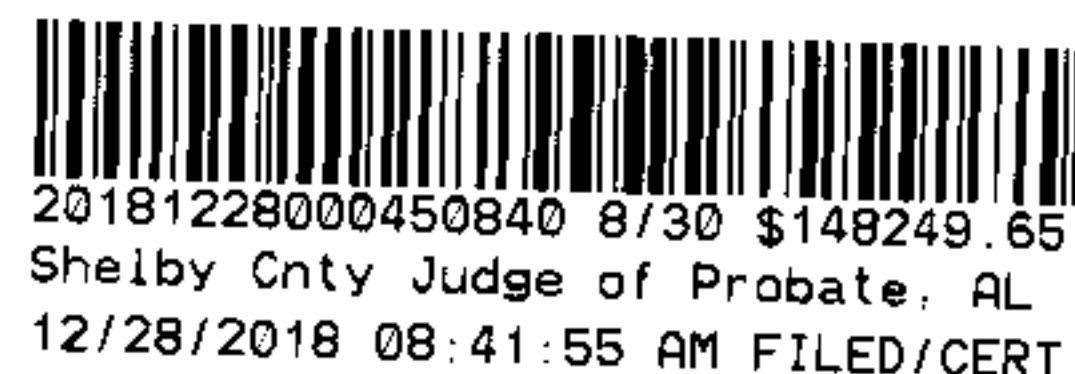
3.4 Insurance. Mortgagor agrees, at Mortgagor's sole cost and expense, to keep the Property insured at all times throughout the term of this Mortgage with policies of insurance as required in Section 7.5 of the Loan Agreement.

3.5 Casualties and Takings. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of or injury to the Property shall be paid in accordance with Section 7.5 of the Loan Agreement.

3.6 Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Property or any portion thereof, shall notify Mortgagee of the pendency of such proceeding. Mortgagee may

MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8



participate in such proceeding, and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation.

3.7 Leases; Assignments; Subordination. Mortgagor shall not lease the Property or any part thereof without the prior written consent of Mortgagee except as expressly permitted in the Loan Agreement. If Mortgagee shall consent and Mortgagor shall enter into a lease, Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Property, and shall not alter or terminate any such lease, or any guarantee of such lease, except in the ordinary course of business, or accept any rentals for more than one (1) month in advance. Mortgagee in no way assumes or will assume any of the obligations as lessor under any leases or subleases and this assignment shall not release Mortgagor of its obligations as lessor or overlandlord. Until such time as Mortgagee directs otherwise, Mortgagor shall have the limited and revocable license to collect the rentals and other sums payable under said leases and subleases, shall perform, or cause to be performed, every obligation of the lessor and overlandlord and shall enforce every obligation of the lessee and sublessee in every lease and sublease that is assigned to Mortgagee or any tenancy in which the rents and other sums are or may be assigned to Mortgagee, and shall not, without Mortgagee's prior written consent, modify, alter, waive or cancel any such lease or sublease or any part thereof, nor anticipate for more than one (1) month any rents or other sums that may be collectible under such lease or sublease or that may have been assigned to Mortgagee, nor assign any such lease or sublease or any such rents and other sums payable. Upon the occurrence of an Event of Default, the above granted license to collect the rents and other sums payable under leases and subleases shall be automatically revoked and terminated and Mortgagee may, with or without entering the Mortgaged Property and with or without the appointment of a receiver, direct all tenants and subtenants to pay all rents and other sums payable under leases and subleases to Mortgagee. Mortgagee shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of Mortgagee hereunder, to any lease or leases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage. Nothing contained in this Section 3.7 is intended, nor shall it be deemed, to constitute consent by Mortgagee to a subordination of the lien of this Mortgage.

3.8 Prior Mortgages. If this Mortgage, by its terms, is now, or at any time hereafter, becomes subject or subordinate to a prior mortgage, Mortgagor shall fully perform its obligations under such prior mortgage and shall not, without the consent of Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage. Nothing contained in this Section 3.8 is intended, nor shall it be deemed, to constitute consent by Mortgagee to a subordination of the lien of this Mortgage.

3.9 Encumbrances. Mortgagor shall not create or permit to be created or permit to exist any encumbrance on the Property (other than a lien for property taxes not yet due and

payable, the Permitted Encumbrances and the Permitted Liens) even if such encumbrance is inferior to this Mortgage, without the prior express written consent of Mortgagee.

3.10 Transfers of Ownership. Except as expressly permitted in the Loan Agreement, Mortgagor shall not sell or permit any transfer or other disposition, by operation of law or otherwise, of legal or equitable title to or interest in the Property, or any part thereof (including, without limitation, any sale, transfer or disposition of any corporate, partnership or other legal or beneficial interest in Mortgagor), without the prior express written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion for any reason whatsoever.

3.11 Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys' fees) incurred by Mortgagee and/or Lenders in connection with the transactions evidenced by the Obligations and secured by this Mortgage, the insurance of the security represented by this Mortgage, protecting or sustaining the lien of this Mortgage and the enforcement of the Obligations and this Mortgage, all either before or after obtaining judgment of foreclosure of this Mortgage or judgment in or with respect to the Obligations, including, without limitation, all filing, registration, recording, search, appraisal and information fees, all title insurance premiums, all transfer taxes and expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Obligations, and all Federal, state and local taxes, duties, stamps, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the instruments evidencing the Obligations. Such fees and charges shall be secured by the lien of this Mortgage and shall accrue interest at the rate set forth in the Loan Agreement.

3.12 Priority of Lien; After-Acquired Property. This Mortgage is and will be maintained as a valid mortgage lien on the Property subject only to the Permitted Encumbrances and Permitted Liens. All property of every kind acquired by Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. Any real property or easement across real property adjoining or adjacent to the Property which is used for access to, providing utility service to or is granted in lieu of a cash award for a condemnation of any portion of the Property now existing or hereafter acquired shall be subject to the lien of this Mortgage. Mortgagor will do, execute, acknowledge and deliver all and every such further conveyances, mortgages, and assurances as Mortgagee shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Property or for the foreclosure of any other mortgage or for any other purpose affecting the Property or this Mortgage, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each petition, summons, complaint, notice, motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

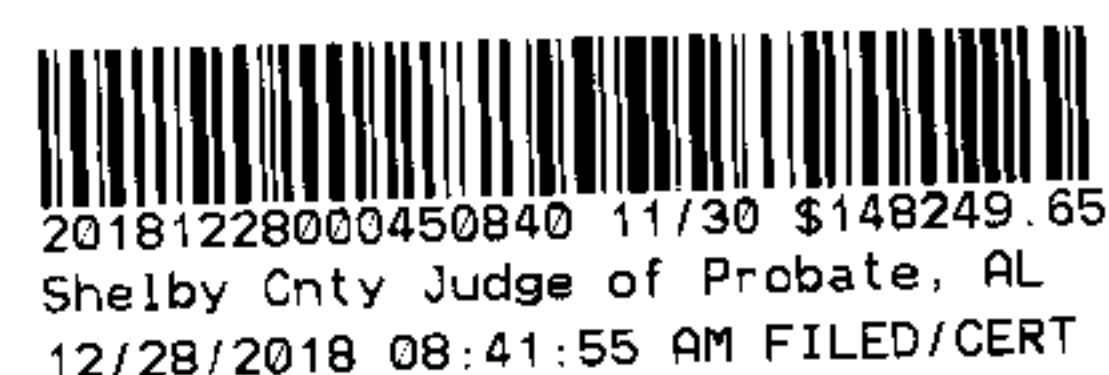
3.13 Waiver and Modification. Whether or not for additional interest or other consideration paid or payable to Mortgagee, no forbearance on the part of Mortgagee or extension of the time for the payment of the whole or any part of the Obligations secured hereby,

or any other indulgence given by Mortgagee to Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of Mortgagee or any Lender, including, without limitation, the right to realize upon the security, or any part thereof, for the Obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by Mortgagee to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the Obligations secured hereby. Mortgagor waives presentment, demand, notice, protest, notice of acceptance of this Mortgage, notice of loans made, credit extended or other collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and the Property, Mortgagor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of the Property, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Mortgagee may deem advisable. Mortgagee shall have no duty as to the collection or protection of the Property or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. Mortgagee may exercise its rights with respect to the Property without resorting or regard to other collateral or sources of reimbursement for liability. Mortgagee shall not be deemed to have waived any of its rights upon or under the Obligations or the Property unless such waiver be in writing and signed by Mortgagee.

3.14 Fixtures and Equipment; Financing Statement. This Mortgage constitutes both a real property mortgage and a security agreement under the Uniform Commercial Code as enacted in the State of Alabama, and Mortgagor hereby grants to Mortgagee to secure the payment and performance of the Obligations and also to secure the performance of all agreements and covenants herein contained, a security interest in all fixtures, Building Service Equipment and any other property including such property more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “**Personalty**”) included in the Property, now owned or hereafter acquired by Mortgagor, which might otherwise be deemed “personal property” (and all accessions thereto and the proceeds thereof). Mortgagor covenants and agrees that, upon the subsequent acquisition of fixtures, Personalty or Building Service Equipment, it will provide to Mortgagee such further assurances as may be required by Mortgagee to establish Mortgagee’s first and prior security interest in such fixtures, Personalty and Building Service Equipment. IT IS INTENDED BY MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE BE EFFECTIVE AS A FINANCING STATEMENT FILED WITH THE REAL ESTATE RECORDS OF SHELBY COUNTY, ALABAMA AS A FIXTURE FILING. For purposes of this fixture filing, the “**Debtor**” is Mortgagor and the “**Secured Party**” is Mortgagee. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of the land. Mortgagor/Debtor is a Delaware limited liability company. Mortgagor’s/Debtor’s principal place of business is as set forth on page one and the address of Mortgagee/Secured Party is set forth on page one hereof.

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8



Information concerning the security interest herein granted may be obtained at the addresses of Mortgagor/Debtor and Mortgagee/Secured Party. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, continuation statements and such other instruments as will maintain Mortgagee's priority of security in all fixtures, Personalty and Building Service Equipment. If Mortgagor shall fail to furnish any such financing and continuation statements within ten (10) days after their request by Mortgagee, then, pursuant to the provisions of the Uniform Commercial Code, Mortgagor hereby authorizes Mortgagee, without signature of Mortgagor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the office of the Secretary of the State shall not be construed as in any way impairing the right of Mortgagee to proceed against fixtures, Personalty or Building Service Equipment as real property.

3.15 Zoning Changes; Alterations of the Property. Mortgagor shall submit to Mortgagee for its prior written approval all applications and other information relating to any proposed zoning change, variance or other action with respect to the use of the Property or any portion thereof. Mortgagor shall also submit to Mortgagee for its prior written approval complete plans and specifications for any additions or renovations of buildings or other improvements on the Property.

3.16 Change in Management. Mortgagor shall submit to Mortgagee for its review all information relating to any proposed change in the management of the Property or the business conducted thereon, and Mortgagor shall not make any change in management of the Property or the business conducted thereon without the prior express written consent of the Mortgagee or as otherwise permitted under the Loan Agreement.

ARTICLE 4 DEFAULT AND REMEDIES

4.1 Default; Acceleration of Obligations. If an Event of Default shall occur and is continuing, then Mortgagee may exercise in addition to the rights and remedies available at law or in equity, the rights and remedies provided under this Mortgage, under the Loan Agreement, under the Note, under the other Loan Documents or under the laws of the State of Alabama or any one or more of such remedies.

4.2 Remedies Cumulative. No remedy herein conferred on Mortgagee is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

4.3 Right of Mortgagee to Cure an Event of Default. If an Event of Default shall occur and is continuing, Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of Mortgagor and to make any payment or take any action necessary to effect such cure. Without limiting the generality of the foregoing, Mortgagor hereby authorizes Mortgagee to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8

reasonable expenses in protecting its rights hereunder and the security hereby granted; and to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. If Mortgagee shall make any payment or take action in accordance with this Section 4.3, Mortgagee will give to Mortgagor written notice of the making of any such payment or the taking of any such action. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at reasonable times and from time to time for the purpose of taking any such action, and all monies expended by Mortgagee in connection therewith (including, but not limited to, reasonable legal expenses and disbursements), together with interest thereon at the Default Rate as specified in the Loan Agreement (or the highest rate permitted by law, whichever shall be less), from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies in the event of non-payment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of any installment of principal or interest due and payable under the Loan Agreement and the Note.

4.4 Foreclosure. Without limiting any of Mortgagee's rights set forth in Section 4.5 hereof, if an Event of Default shall occur and is continuing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Obligations which is then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable.

4.5 Possession of Property; Appointment of Receiver.

(a) Without limiting any of Mortgagee's rights set forth in Section 4.4 hereof, if an Event of Default shall occur and is continuing Mortgagee may, at its option: (i) enter upon and take possession and control of the Property and the Property Income with those rights and powers more particularly set forth in Section 4.5(b) hereof; (ii) make application to a court of competent jurisdiction for and obtain the immediate ex parte appointment of a receiver authorized to immediately enter upon and take possession and control of the Property and the Property Income with those rights and powers more particularly set forth in Section 4.5(b) hereof; and (iii) without taking possession and control of the Property, immediately (with or without commencing any legal action or proceeding in any court of competent jurisdiction) collect directly all Property Income in the place and stead of Mortgagor with full rights and powers to notify all parties liable to make payments of Property Income to make said payments directly to Mortgagee or its agents, and Mortgagee or its agents shall have the further power and authority to sue for or otherwise collect and receive all Property Income.

(b) In the event Mortgagee or a receiver enters upon and takes possession and control of the Property and/or the Property Income pursuant to Section 4.5(a) hereof, said person or entity shall, in addition to such other rights and powers as may subsequently be authorized, have the right and power to (i) operate, manage and control the Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same; (ii) make all necessary

and proper maintenance, repairs, replacements, and improvements to the Property; (iii) collect and receive all Property Income; and (iv) enforce all terms of existing contracts pertaining to the Property and enter into such new contracts as Mortgagee or the receiver may determine necessary in their sole discretion.

(c) All Property Income collected by Mortgagee, Mortgagee's agent or a receiver, pursuant to Section 4.5(a) hereof, shall be applied in such order of priority as Mortgagee may determine in its sole discretion to (i) interest and principal due on the Obligations; (ii) taxes, assessments and insurance premiums due with respect to the Property and/or the business operations conducted from the Property; (iii) all costs and expenses of operating, maintaining, repairing and improving the Property; and (iv) the compensation, salaries, expenses and disbursements of any agents, employees, attorneys or other representatives of Mortgagee, Mortgagee's agent or the receiver in connection with the possession, control and/or operation of the Property and the business operations conducted therefrom.

(d) Mortgagee, its agents, or any receiver acting pursuant to Section 4.5(a) hereof shall in no event be liable or accountable for more monies than actually are received from the Property during the period which Mortgagee, its agent or any receiver actually is in possession and control of the Property. Neither Mortgagee, its agents or any receiver shall be liable or accountable in any manner for the failure to collect Property Income for any reason whatsoever.

(e) All costs, expenses and liabilities of every character incurred by Mortgagee in managing, operating and maintaining the Property, not paid from Property Income as herein above provided, shall constitute advances by Mortgagee pursuant to Section 4.3.

(f) In the event of foreclosure, Mortgagee, its agent or any receiver acting pursuant to Section 4.5(a) hereof may, if a deficiency exists, remain in possession of the Property until the foreclosure sale. Mortgagee, its agents or the receiver shall incur no liability for, nor shall any Mortgagor assert any claim or setoff as a result of, any action taken while Mortgagee, its agent or a receiver is in possession of the Property.

4.6 Uniform Commercial Code. If the provisions of the Uniform Commercial Code as enacted in the State of Alabama are applicable to any property or security given to secure the Obligations secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by any notice given in connection with such foreclosure sales of the Property or any part thereof.

4.7 Rights Cumulative. Each right, power and remedy conferred upon Mortgagee and Lenders by this Mortgage, the Loan Agreement, the Note and the other Loan Documents, and conferred by law or in equity, is cumulative and in addition to every other right, power and remedy herein or therein set forth or otherwise so existing, may be exercised from time to time, as often, and in such order, as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, Mortgagee in the exercise of any right, power or remedy

accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. To constitute a waiver, there must be a writing signed by an officer of Mortgagee and directed to Mortgagor, specifying the waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy nor shall it be construed to be a waiver of any such default or an acquiescence therein, and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage, the Loan Agreement, the Note or the other Loan Documents by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken. In the event of a breach or default or an Event of Default under this Mortgage, the Loan Agreement, the Note or other Loan Documents, Mortgagor agrees to pay and to indemnify and hold harmless Mortgagee for all reasonable expenses, attorneys' fees, taxes and other court costs occasioned by such breach or default.

4.8 No Merger. In the event Mortgagee shall acquire title to the Property by conveyance from Mortgagor or as a result of the foreclosure of any other mortgage which Mortgagee at any time holds with respect to the Property, this Mortgage shall not merge in the fee of the Property but shall remain and continue as an existing and enforceable lien for the Obligations secured hereby until the same shall be released or discharged of record by Mortgagee in writing.

4.9 Marshalling and Other Matters. Mortgagor waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

ARTICLE 5 MISCELLANEOUS

5.1 Notices. All notices, consents, approvals and requests required or permitted under this Agreement or any other Loan Document (a "*Notice*") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, in each case addressed as follows

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8

(or to such other address or Person as a party shall designate from time to time by notice to the other party):

If to Mortgagor:

c/o BSH II Holdings 2 LLC
1000 Legion Place, Suite 1600
Orlando, Florida 32801
Attention: Phil Anderson
Email: phil.anderson@bridge-igp.com

with a copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802
Attention: William S. Vanos, Esq.
Email: William.Vanos@lowndes-law.com

If to Mortgagee:

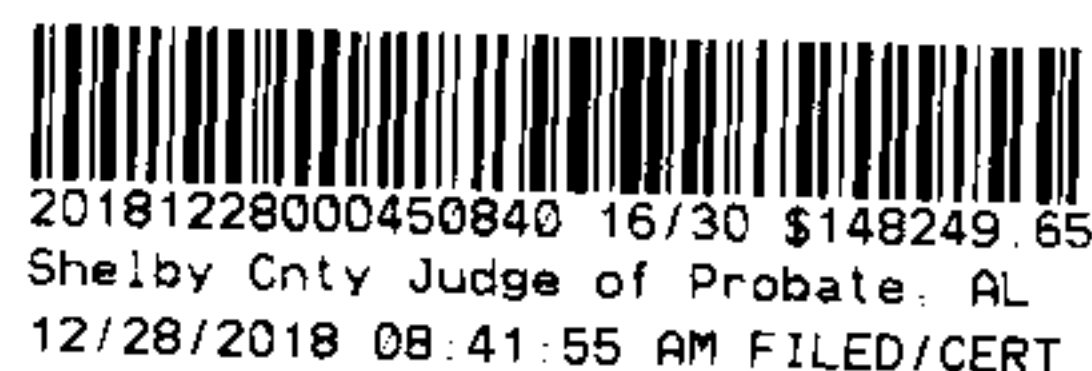
Capital One, National Association
77 West Wacker Drive, 10th Floor
Chicago, Illinois 60661
Attention: Katarzyna Dobrzanska
Facsimile: (855) 898-0618
Reference: Mt. Pleasant SC Senior Property LLC

with a copy to:

Capital One, National Association
77 West Wacker Drive, 10th Floor
Chicago, Illinois 60661
Attention: Jeffrey M. Muchmore, Credit Executive
Facsimile: (855) 332-1699
Reference: Mt. Pleasant SC Senior Property LLC

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8



And:

Capital One, National Association
5804 Trailridge Drive
Austin, Texas 78731
Attention: Diana Pennington, Senior Director,
Associate General Counsel
Facsimile: (855) 438-1132
Reference: Mt. Pleasant SC Senior Property LLC

A Notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; or, in the case of overnight delivery, upon the first attempted delivery on a Business Day.

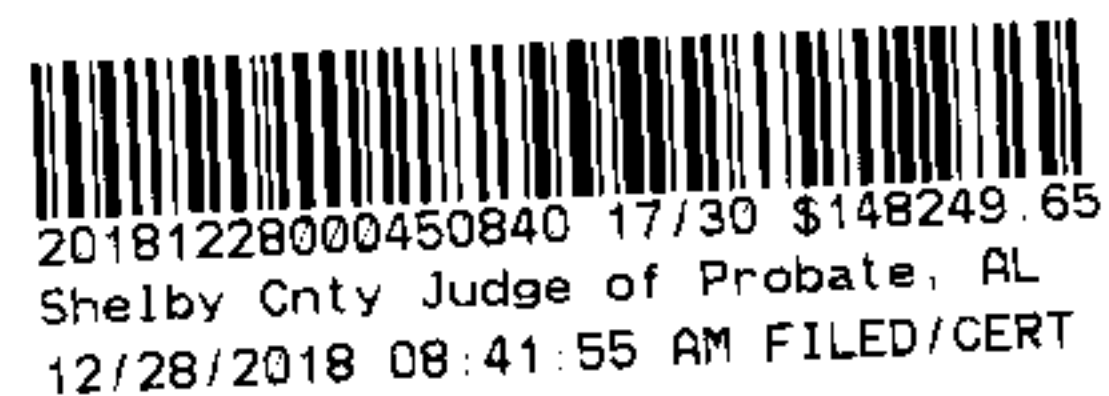
5.2 Intentionally Deleted.

5.3 COMMERCIAL WAIVER. MORTGAGOR AND EACH AND EVERY ENDORSER, GUARANTOR AND SURETY OF THE OBLIGATIONS SECURED BY THIS MORTGAGE, AND EACH OTHER PERSON WHO IS OR WHO SHALL BECOME LIABLE FOR ALL OR ANY PART OF THE OBLIGATIONS SECURED BY THIS MORTGAGE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO NOTICE AND HEARING UNDER ANY APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH MORTGAGEE MAY DESIRE TO USE.

5.4 JURY TRIAL WAIVER. MORTGAGOR, MORTGAGEE, AND LENDERS (BY ACCEPTANCE OF THIS MORTGAGE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF MORTGAGEE RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MORTGAGOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF MORTGAGEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
#62225357_v8



THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR MORTGAGEE TO ACCEPT THIS MORTGAGE AND MAKE THE LOAN.

5.5 Cross Default and Cross Collateral. Mortgagor acknowledges and agrees that the occurrence of an Event of Default under the terms of this Mortgage shall constitute a default under the other Loan Documents in effect at the time of any such default and under the documents evidencing any other loan now existing or hereafter made by Mortgagee or any Lender to Borrowers, and a default under the other Loan Documents or any of them or any of said existing or future loans shall constitute an Event of Default under this Mortgage. The security interests, liens and other rights and interests in and relative to any of the collateral now or hereafter granted to Mortgagee and Lenders by Mortgagor by or in any instrument or agreement, including but not limited to this Mortgage and the other Loan Documents, shall serve as security for any and all liabilities of Borrowers to Mortgagee and Lenders, including but not limited to the liabilities described in this Mortgage and the other Loan Documents, and, for the repayment thereof, Mortgagee and Lenders may resort to any security held by it in such order and manner as it may elect.

5.6 Expenses. Mortgagor will pay all expenses arising out of the preparation, administration, amendment, protection, collection and/or other enforcement of this Mortgage (including, without limitation, the reasonable fees and expenses of Mortgagee's and any Lender's legal counsel, accountants and appraisers).

5.7 Stamp Tax. Mortgagor will pay any stamp or other tax which becomes payable in respect of this Mortgage.

5.8 Exhibits. The Exhibits which are attached hereto are and shall constitute a part of this Mortgage.

5.9 Governing Law. Except with respect to the creation, perfection, priority and enforcement of the lien and security interest created hereunder, all of which shall be construed, interpreted, enforced and governed by the laws of the State of Alabama, this Mortgage and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Illinois (the "*Governing State*") (excluding the laws applicable to conflicts or choice of law). MORTGAGOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON ANY MORTGAGOR BY MAIL AT THE ADDRESS SET FORTH IN SECTION 5.1 OF THIS MORTGAGE. MORTGAGOR HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

5.10 Survival of Representations. All representations, warranties, covenants and agreements contained in this Mortgage shall continue in full force and effect until all of the Obligations shall have been paid in full.

5.11 Amendments. No modification or amendment of this Mortgage shall be effective unless same shall be in writing and signed by the parties hereto. Amendment and waivers of this Mortgage shall require the approval of the Lenders holding more than fifty percent of the aggregate amount of the Loan.

5.12 Successors and Assigns. This Mortgage shall be binding upon and shall inure to the benefit of Mortgagor, Mortgagee, and each Lender and their respective permitted successors and assigns.

5.13 Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

5.14 Headings. All article and section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose.

5.15 Interpretation and Construction. The following rules shall apply to the interpretation and construction of this Mortgage unless the context requires otherwise: (a) the singular includes the plural and the plural, the singular; (b) words importing any gender include the other genders; (c) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made and all regulations promulgated pursuant to such statutes; (d) references to "writing" includes printing, photocopying, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; (f) references to the introductory paragraph, preliminary statements, articles, sections (or subdivisions of sections), exhibits or schedules are to those of this Mortgage unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Mortgage; (h) references to persons include their respective permitted successors and assigns; and (i) "or" is not exclusive.

5.16 Replacement of Promissory Note. Upon receipt of an affidavit of an officer of Mortgagee or any Lender as to the loss, theft, destruction or mutilation of the Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Note or other security document, Mortgagor will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

5.17 Counterparts. This Mortgage may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5.18 Last Dollars Secured. The parties agree that any payments or repayments of any and all Obligations due under or secured by the Loan Documents (the "**Secured Indebtedness**") shall be and be deemed to be applied first to the portion of such Secured Indebtedness that is not secured hereby, if any, it being the parties' intent that the portion of the last remaining unpaid Secured Indebtedness shall be secured hereby.

ARTICLE 6 ALABAMA PROVISIONS

In the event of any inconsistencies between the terms and conditions of this Article 6 and the other provisions of this Mortgage, the terms and conditions of this Article 6 shall control and be binding.

6.1 Suretyship Waivers.

(a) Mortgagor agrees that its obligations hereunder are absolute and unconditional, irrespective of, and unaffected by:

(i) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Mortgage, any other Loan Documents or any other agreement, document or instrument to which Mortgagor is or may become a party;

(ii) the absence of any action to enforce this Mortgage or any other Loan Documents or the waiver or consent by Mortgagee with respect to any of the provisions thereof;

(iii) the existence, value or condition of, or failure to perfect its Lien against, any security for the Obligations or any action, or the absence of any action, by Mortgagee in respect thereof (including the release of any such security);

(iv) the insolvency of Mortgagor;

(v) the election of remedies by Mortgagee; or

(vi) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor;

it being agreed by Mortgagor that its obligations under this Section 6.1 shall not be discharged until the payment and performance, in full, of the Obligations has occurred.

(b) Mortgagor hereby expressly and irrevocably subordinates to payment of the Obligations any and all rights at law or in equity to subrogation, reimbursement, exoneration,

contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor until the Obligations is indefeasibly paid in full in cash. Mortgagor acknowledges and agrees that this subordination is intended to benefit Mortgagee and shall not limit or otherwise affect Mortgagor's liability hereunder or the enforceability of this Section 6.1, and that Mortgagee and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 6.1.

(c) Mortgagor expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel Mortgagee to marshal assets or to proceed in respect of the Obligations against Mortgagor or any other party or against any security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, Mortgagor. It is agreed among Mortgagor and Mortgagee that the foregoing waivers are of the essence of the transaction contemplated by this Mortgage and that, but for the provisions of this Section 8.1 and such waivers, Mortgagee would decline to make the Loan to Mortgagor.

6.2 Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of mortgages, deeds of trust and other security documents ("***Other Mortgages***") that secure the Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of the Obligations, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligations or any collateral security therefor including the Other Mortgages. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations or of any of the collateral security therefor, including the Other Mortgages or of any guarantee thereof, and, to the fullest extent permitted by applicable law, Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages shall not in any manner impair the Obligations hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages or any of Mortgagee's rights and remedies thereunder. To the fullest extent permitted by applicable law, Mortgagor specifically consents and agrees the Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

6.3 Warranty of Title. Mortgagor covenants and warrants that Mortgagor has good and absolute title to the Real Property and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Real Property and other real property hereby mortgaged and every part thereof; that the Real Property hereby mortgaged or

made subject to the security interest hereby created is free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the lien of this Mortgage and the Permitted Encumbrances. Mortgagor shall make such further assurances to perfect Mortgagee's title and security interest in and to the Real Property as may reasonably be required by Mortgagee. Mortgagor fully warrants the title to the Real Property hereby mortgaged or made subject to the security interest hereby created and every part thereof, and will forever defend the same against the claims of all persons whomsoever.


6.4 Date of Mortgage. The date of this Mortgage is intended as a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on that date.

6.5 Termination of Mortgage. This Mortgage and the Mortgagee's title under this Mortgage in the Mortgaged Property will not be terminated until a written mortgage satisfaction instrument executed by one of the Mortgagee's officers is filed for record in the county in which the Real Property is located. Even if all of the Obligations owing to the Mortgagee at any one time should be paid in full, this Mortgage will continue to secure any Obligations that might later be owed to the Mortgagee until such mortgage satisfaction instrument has been executed and recorded. In no event shall the Mortgagee be obligated to satisfy this Mortgage or return or release any of the Mortgaged Property to Mortgagor (a) until the payment and performance in full of all Obligations, (b) if the Mortgagee is obligated to extend loans to Mortgagor, (c) if any contingent obligation of Mortgagor to the Mortgagee or any Lender remains outstanding or (d) until the expiration of any period for avoiding or setting aside any payment to Mortgagee or Lenders under bankruptcy or insolvency laws.

6.6 Power of Sale. In addition to the rights and remedies set forth in Article IV, at the option of Mortgagee this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and Mortgagee, or its agent, may sell, pursuant to power of sale or otherwise, the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Real Property or any part of the Real Property is situated, after having first given notice of the time, place and terms of sale, together with a description of the Real Property, at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper of general circulation published in said county or counties, as may be required. Any such sale shall be held between the hours of 11 A.M. and 4 P.M. on the day designated for the exercise of the power to sell the Mortgaged Property. At any such sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Mortgagee may bid at said sale in the form of cash, cash equivalents and/or cancellation of all or any part of the Obligations, or any combination thereof, and purchase said Mortgaged Property, or any part or parcel thereof, if the highest bidder therefor. In the event of any sale under this Mortgage by virtue of the exercise of the powers of sale herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect. If only a portion of the Mortgaged Property is sold pursuant to the power of sale provided herein and if the Obligations remain outstanding, the portion of the Mortgaged Property not sold shall

continue as security for the Obligations and Mortgagee may exercise the power of sale granted herein with respect to the remaining portion of the Mortgaged Property.

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**MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

[CONA/BRIDGE - St. Vincent, Alabama]
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage or has caused the same to be executed by its duly authorized representative as of the date appearing in the acknowledgments below to be effective as of the date first above written.

MORTGAGOR:

BIRMINGHAM AL SENIOR PROPERTY LLC, a
Delaware limited liability company

By: **BIRMINGHAM AL SENIOR HOLDINGS LLC**, a Delaware limited liability company, its
Manager

By: **BSH II HOLDINGS 2 LLC**, a Delaware
limited liability company, its Manager

By: 
Name: Phillip M. Anderson
Title: Manager

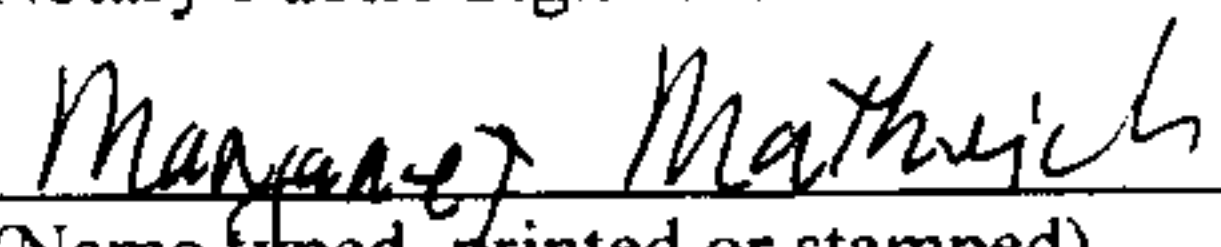
STATE OF FLORIDA
COUNTY OF ORANGE


The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Phillip M. Anderson, as Manager of BSH II HOLDINGS 2 LLC, a Delaware limited liability company, as Manager of BIRMINGHAM AL SENIOR HOLDINGS LLC, a Delaware limited liability company, as Manager of **BIRMINGHAM AL SENIOR PROPERTY LLC**, a Delaware limited liability company, on behalf of the companies. He is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




Notary Public Signature


(Name typed, printed or stamped)


20181228000450840 24/30 \$148249.65
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MORTGAGE, SECURITY AGREEMENT
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[CONA/BRIDGE - St. Vincent, Alabama]

Exhibit A

Legal Description of Property

PARCEL 1:

LOT 1-B, ST. VINCENT'S HOSPITAL HIGHWAY NO. 119 SURVEY, MAP BOOK 39, PAGE 103 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


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 NORTHWEST 1/4 AND THE NORTHEAST 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°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°04'07" TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 352.05 FEET TO A POINT; THENCE 58°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°12'36"; THENCE 78°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°00'00" TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 25.00 FEET TO A POINT; THENCE 90°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°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°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°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°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 2:

BENEFICIAL EASEMENT SET FORTH IN RESTRICTIVE COVENANTS AND
RECIPROCAL EASEMENT AGREEMENT RECORDED AS INSTRUMENT NO.
20071228000583600, AS AMENDED IN INSTRUMENT NO.
20111221000387420, AND AS FURTHER AMENDED BY SECOND
AMENDMENT RECORDED AS INSTRUMENT NO. 20170428000146960.



20181228000450840 26/30 \$148249.65
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Annex A

Borrowers

1. Auburn AL I Senior Property LLC, a Delaware limited liability company
2. Auburn AL II Senior Property LLC, a Delaware limited liability company
3. Auburn AL III Senior Property LLC, a Delaware limited liability company
4. Summer Village Senior Care LLC, a Delaware limited liability company
5. Auburn AL Senior Holdings LLC, a Delaware limited liability company
6. Mobile AL Senior Property LLC, a Delaware limited liability company
7. Cody Senior Care LLC, a Delaware limited liability company
8. Mobile AL Senior Holdings LLC, a Delaware limited liability company
9. Birmingham AL Senior Property LLC, a Delaware limited liability company
10. Nineteen Senior Care LLC, a Delaware limited liability company
11. Birmingham AL Senior Holdings LLC, a Delaware limited liability company
12. Santa Rosa FL Senior Property LLC, a Delaware limited liability company
13. Hewett Senior Care LLC, a Delaware limited liability company
14. Santa Rosa FL Senior Holdings LLC, a Delaware limited liability company
15. Peachtree City GA I Senior Property LLC, a Delaware limited liability company
16. Peachtree City GA II Senior Property LLC, a Delaware limited liability company
17. Rockaway Senior Care LLC, a Delaware limited liability company
18. Peachtree City GA Senior Holdings LLC, a Delaware limited liability company
19. Mt. Pleasant SC Senior Property LLC, a Delaware limited liability company
20. Tradition Senior Care LLC, a Delaware limited liability company
21. Mt. Pleasant SC Senior Holdings LLC, a Delaware limited liability company
22. Franklin TN Senior II Property LLC, a Delaware limited liability company
23. Meadow Senior Care LLC, a Delaware limited liability company
24. Franklin TN Senior II Holdings LLC, a Delaware limited liability company
25. Atlanta GA Senior Property LLC, a Delaware limited liability company
26. Glenlake Senior Care LLC, a Delaware limited liability company
27. Atlanta GA Senior Holdings LLC, a Delaware limited liability company


20181228000450840 27/30 \$148249.65
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BEFORE THE ALABAMA DEPARTMENT OF REVENUE

| | | |
|----------------------|---|-------------------------|
| In re: |) | A Proceeding Authorized |
| |) | by Section 40-22-2, |
| BIRMINGHAM AL SENIOR |) | Code of Alabama 1975 |
| PROPERTY LLC |) | |
| Petitioner. |) | |

MORTGAGE TAX ORDER

Comes now **BIRMINGHAM AL SENIOR PROPERTY LLC**, and in its Petition for Ascertainment of Mortgage Tax asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2, *Code of Alabama 1975*, for the privilege of recording three substantially identical mortgages in Lee, Mobile, and Shelby Counties, Alabama (together, the "Mortgages") executed by Birmingham AL Senior Property LLC, a Delaware limited liability company, and its affiliates, Auburn AL I Senior Property LLC, Auburn AL II Senior Property LLC, Auburn AL III Senior Property LLC, and Mobile AL Senior Property LLC, in favor of Capital One, National Association that secure the indebtedness as described in the Petition (the "Indebtedness"), which along with other security documents (the "Security Documents"), cover real and personal property and fixtures located both inside and outside the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. The Mortgages and the Security Documents secure a maximum principal indebtedness in the amount of \$275,803,000.00.
2. The value of the real property and fixtures conveyed by the Mortgages and located inside the State of Alabama is \$126,200,000.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgages and the Security Documents in all states (including the State of Alabama) is \$352,390,000.00.
3. The percentage of the real property and fixtures conveyed by the Mortgages that is located inside the State of Alabama is 35.81%.
4. The amount of the Indebtedness secured by the Mortgages and subject to the Alabama mortgage recording tax is \$98,765,054.30 (\$98,765,100.00).
5. Mortgage recording tax in the amount of \$148,147.65 will be due on the Indebtedness secured by the Mortgages under Section 40-22-2, *Code of Alabama 1975*, as amended, upon the filing for record of the Mortgages in the first Alabama county in which any of the Mortgages is recorded, and thereafter allocated by the Judge of Probate of the county to the other Alabama counties in which the properties and fixtures covered by the Mortgages are located, in accordance with the percentages set forth in Exhibit A attached hereto.

6. So long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgages does not exceed \$275,803,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$148,147.65, plus any recording fees which may be due, shall be paid to the Judge of Probate of the first Alabama county in which any of the Mortgages is filed for record, and thereafter allocated by the Judge of Probate of the county to the other Alabama counties in which the properties and fixtures covered by the Mortgages are located, in accordance with the percentages set forth in Exhibit A, and no additional mortgage recording tax will be due so long as the maximum principal amount of such indebtedness secured by the Mortgages does not exceed \$275,803,000.00.

DONE this 13th day of December, 2018.

DEPARTMENT OF REVENUE

By: Joe Barrett Jr.
Deputy Commissioner of Revenue

[Signature]
Legal Division: K. Elizabeth Jehle


ATTEST:

[Signature]
as Secretary

20181228000450840 29/30 \$148249.65
Shelby Cnty Judge of Probate, AL
12/28/2018 08:41:55 AM FILED/CERT

EXHIBIT A

| <u>County</u> | <u>Value</u> | <u>Percentage</u> |
|---------------|----------------------|-------------------|
| Lee County | \$ 23,000,000 | 18.23% |
| Mobile County | \$ 51,700,000 | 40.96% |
| Shelby County | <u>\$ 51,500,000</u> | <u>40.81%</u> |
| TOTALS | \$ 126,200,000 | 100.00% |


20181228000450840 30/30 \$148249.65
Shelby Cnty Judge of Probate, AL
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