

THIS INSTRUMENT WAS PREPARED BY:

Cindy Brazell
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, Georgia 30309
WHEN RECORDED MAIL TO ABOVE

**BIRMINGHAM AL SENIOR PROPERTY LLC, a Delaware limited liability company and
NINETEEN SENIOR CARE LLC, a Delaware limited liability company**
(individually and collectively, Assignor)

to

CAPITAL ONE, NATIONAL ASSOCIATION
(Administrative Agent)

ASSIGNMENT OF LEASES AND RENTS

Dated as of December 21, 2018

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

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX
PURPOSES IS \$-0-. INDEBTEDNESS TAX WAS PAID ON AN AMOUNT OF \$ 60,459.06
ON THAT MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING RECORDED
IMMEDIATELY PRIOR TO THIS INSTRUMENT AS INSTRUMENT NO.
20181228000450840.



20181228000450850 1/17 \$63.00
Shelby Cnty Judge of Probate, AL
12/28/2018 08:41:56 AM FILED/CERT

ASSIGNMENT OF LEASES AND RENTS
[CONA/BRIDGE - St. Vincent, Alabama]
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ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** (this "*Assignment*") is dated as of December 21, 2018 and effective as of December 21, 2018 (the "*Effective Date*"), by **BIRMINGHAM AL SENIOR PROPERTY LLC**, a Delaware limited liability company ("*Propco*"), and **NINETEEN SENIOR CARE LLC**, a Delaware limited liability company (together with Propco, individually and collectively, the "*Assignor*"), with a mailing address of c/o BSH II Holdings 2 LLC, 1000 Legion Place, Suite 1600, Orlando, Florida 32801, Attention: Phil Anderson, to **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, "*Administrative Agent*"), on behalf of and for the benefit of all current and future lenders party to the Loan Agreement described herein (collectively, the "*Lenders*"). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

WITNESSETH:

For the purpose of securing (a) the prompt and complete payment of all sums and indebtedness now or at any time hereafter due to Administrative Agent and Lenders (the "*Mortgage Debt*") under or in respect to that certain Loan Agreement by and among Assignor and the other parties listed on Exhibit A attached hereto as borrowers (together with Assignor, each, a "*Borrower*", and collectively, the "*Borrowers*"), Administrative Agent and the Lenders dated the Effective Date (as amended, modified, restated, supplemented or extended from time to time, the "*Loan Agreement*"), as well as one or more promissory notes dated the Effective Date in the original principal amount of [Two Hundred Seventy Five Million Eight Hundred Three Thousand Dollars (\$275,803,000)], executed and delivered by Borrowers to each Lender that requests such note, including any extensions or renewals thereof (as amended, modified, restated, supplemented or extended from time to time, collectively, the "*Note*"), the payment in full of which is secured by that certain Mortgage, Security Agreement and Fixture Filing dated as of December 21, 2018 and effective as of December 21, 2018 (as amended, modified, restated, supplemented or extended from time to time, collectively, the "*Mortgage*") to Administrative Agent of the Property (as defined herein), the Mortgage and every other instrument now or hereafter securing, evidencing or relating to the Mortgage Debt (together with the Loan Agreement, the Note and the Mortgage collectively referred to herein as the "*Loan Documents*"), and (b) the performance and discharge of each and every obligation, covenant and agreement contained herein and in the Loan Documents; and in consideration of the provisions of this Mortgage and sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably, absolutely and unconditionally transfer, sell, assign, pledge, and convey to Administrative Agent the following:

(A) Leases. All right, title and interest of Assignor in and to all leases, tenancies or rights of use and occupancy, with amendments, if any, and any extensions, renewals or guaranties of the tenants' obligations thereunder, including, without limitation, the Operating Lease and Residency Agreements now or hereafter on or affecting all or part of the property described on Schedule A attached hereto and the improvements thereon (the "**Property**"), whether or not recorded, together with any and all leases, tenancies and rental arrangements between Assignor and any other person or entity existing as of the date hereof or entered into in the future, with respect to the use, occupancy, management, or ownership of any portion of the Property, with all security therefor and all monies payable thereunder, and all books and records which reflect payments made under such leases (hereinafter the "**Leases**") in accordance with, and subject to, the terms and conditions of this Assignment; and

(B) Property Income. All rents, income, profits, security deposits and other benefits to which Assignor may now or hereafter be entitled from the Leases, the Property, and/or the income generated from the business operations conducted at or from the Property (hereinafter the "**Property Income**") in accordance with, and subject to, the terms and conditions of this Assignment.

TO HAVE AND TO HOLD the same unto Administrative Agent, for the benefit of the Lenders, their successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Property Income and of the Leases and a present, absolute and executed grant of the powers herein granted to Administrative Agent, Assignor are hereby permitted, at the sufferance of Administrative Agent and at its discretion, and are hereby granted a license by Administrative Agent, to retain possession of the Leases, to collect and retain the Property Income, and to perform and enforce its obligations and rights unless and until there shall exist an Event of Default under the terms of this Assignment or any of the other Loan Documents. Upon the occurrence and during the continuance of an Event of Default, the aforementioned license granted to Assignor shall automatically terminate without notice to Assignor, and Administrative Agent may thereafter, without taking possession of the Property, take possession of the Leases and collect the Property Income. Further, from and after such termination, Assignor shall be the agent of Administrative Agent in collection of the Property Income, and any such Property Income so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Administrative Agent and Assignor shall, within one (1) business day after receipt of any Property Income, pay the same to Administrative Agent to be applied by Administrative Agent as hereinafter set forth. Furthermore, during the existence of such Event of Default and termination of the aforementioned license, Administrative Agent shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property; (b) subject to the subordination of the Management Agreement, manage and operate the Property, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Property Income, including those past due and unpaid; and (d) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in

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the operation, use and occupancy of the Property as in the reasonable judgment and discretion of Administrative Agent may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the reasonable judgment of Administrative Agent may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Administrative Agent shall apply the Property Income received by Assignor from the Property, after deducting the reasonable costs of collection thereof, including, without limitation, reasonable attorneys' fees and a reasonable management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Administrative Agent incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Administrative Agent, in its sole subjective discretion, may determine. The exercise by Administrative Agent of the rights granted Administrative Agent in this paragraph, and the collection of, the Property Income and the application thereof as herein provided, shall not be considered a waiver by Administrative Agent of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Administrative Agent liable under any of the Leases, Administrative Agent hereby expressly reserving all of its rights and privileges under the Mortgage and the other Loan Documents as fully as though this Assignment had not been entered into.

Assignor covenants, agrees, represents and warrants to Administrative Agent and the Lenders as follows:

ARTICLE 1 LEASES

Section 1.1 Except to Administrative Agent, Assignor will not assign the Leases without the prior written consent of Administrative Agent. Administrative Agent shall have the right, at any time and from time to time, to notify any tenant of the rights of Administrative Agent provided under this Assignment.

Section 1.2 Except with respect to Residency Agreements, when any Lease expires or terminates, or as any new Lease is made, Assignor shall so notify Administrative Agent in order that at all times Administrative Agent shall have a current list of all Leases affecting the Property. All subsequent Leases shall be and are hereby made subject to all of the terms of this Assignment. Assignor, upon Administrative Agent's request, shall further assign and transfer such subsequent Leases to Administrative Agent by an assignment in form and substance satisfactory to Administrative Agent.

Section 1.3 Assignor shall, at its sole cost and expense, perform every obligation of the landlord and shall enforce, short of termination, every obligation of and any default against the tenant in every Lease. Assignor will promptly notify Administrative Agent if Assignor

transmits or receives any notice of default under any Lease other than a Residency Agreement and shall promptly forward a complete copy of such notice to Administrative Agent.

Section 1.4 This Assignment shall not be deemed to impose upon Administrative Agent any of the obligations or duties of Assignor provided in any Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease) in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Assignment or the Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property.

Section 1.5 Other than with respect to Residency Agreements and except as permitted by the Loan Agreement, Assignor will not take any action which would cause any Lease to cease to be in full force and effect, and will not, except with the prior written consent of Administrative Agent: (i) cancel or terminate any Lease, or consent to any cancellation, termination or surrender thereof; (ii) amend, modify or subordinate any Lease; (iii) enter into any new Lease; (iv) waive any default under or breach of any Lease; (v) consent to any prepayment or discount of rent or advance rent under any Lease; or (vi) take any other action in connection with any Lease which may, impair or jeopardize the validity of such Lease or Administrative Agent's interest therein. Administrative Agent shall have the right to review and reasonably refuse written consent to any of the above proposed actions of Assignor based upon the substance of the proposed transaction, the creditworthiness of such Assignor or the tenant, the financial or physical condition of the Property or otherwise.

Section 1.6 Neither Administrative Agent nor any Lender shall be obligated to perform or discharge any obligation under any Lease, or under or by reason of this Assignment, and Assignor agrees to indemnify, defend and hold harmless Administrative Agent against and from any and all liabilities, losses, claims, demands or damage whatsoever, including the defense thereof, which may be asserted against Administrative Agent and/or any Lender (i) under any Lease or under or by reason of this Assignment and (ii) by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of any Lease. Should Administrative Agent incur any such liability, loss or damage, the amount thereof shall be treated as an advance pursuant to Section 6.1 hereof.

Section 1.7 Assignor will deliver to Administrative Agent within ten (10) days after any request (or such longer period of time if such Assignor uses its best efforts and due diligence in obtaining such delivery) a duly acknowledged lease ratification and estoppel agreement with respect to any Lease other than a Residency Agreement executed by such Assignor and the tenant thereunder, indicating (i) the date the original Lease term has commenced, (ii) that the Lease is in full force and effect and no default exists thereunder, (iii) that the tenant has accepted and is in possession of that portion of the Property subject to the Lease, and (iv) that no rental payments have been made more than thirty (30) days in advance of the date such payments are due except with Administrative Agent's approval.

Section 1.8 This Assignment shall not be construed as making Administrative Agent a mortgagee in possession.

ARTICLE 2 PROPERTY INCOME

Section 2.1 Assignor hereby assigns, transfers and grants a security interest to Administrative Agent in and to the Property Income to secure the Mortgage Debt. Assignor will not otherwise assign, transfer or encumber the Property Income in any manner.

Section 2.2 Assignor may, so long as no Event of Default has occurred and is continuing, collect and use the Property Income, as the same becomes due and payable, but may not collect the Property Income more than one (1) month in advance of the date the same becomes due without the prior written consent of Administrative Agent. Upon the occurrence of any Event of Default, the permission hereby given to Assignor to collect the Property Income shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without Administrative Agent's specific written consent.

Section 2.3 The foregoing provisions hereof shall constitute an absolute and present assignment of the Property Income, subject, however, to the conditional permission given to Assignor to collect and use such Property Income as hereinabove provided. The existence or exercise of such right of Assignor shall not operate to subordinate this Assignment to any subsequent assignment, in whole or in part, and any such subsequent assignment by Assignor shall be subject to the rights of Administrative Agent hereunder.

ARTICLE 3 GENERAL REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that:

Section 3.1 Assignor has not executed any prior assignment or pledge of any of its rights, nor are its rights encumbered, with respect to the Leases or the Property Income, except as encumbered by the Mortgage and this Assignment;

Section 3.2 Assignor has good right to assign the Leases to which such Assignor is a party and the Property Income therefrom;

Section 3.3 Assignor has not done anything which might prevent Administrative Agent from or limit Administrative Agent in acting under this Assignment;

Section 3.4 Assignor has not accepted Property Income under the Leases or under any rental or occupancy agreement more than one (1) month in advance of its due date;

Section 3.5 The Leases are valid and enforceable, and to Assignor's knowledge there is no present default by any party thereto; and

ARTICLE 4 POSSESSION OF PROPERTY; APPOINTMENT OF RECEIVER

Section 4.1 Whenever an Event of Default shall have occurred and be continuing, Administrative Agent may, at its option, without notice to Assignor, without regard to the

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adequacy of the security for the Mortgage Debt, without proof of depreciation of the value of the Property, and without regard to the financial condition of Assignor:

(i) By itself or by agent, with or without bringing any action, suit or proceeding, 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 4.3.

(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 4.3.

(iii) Without taking possession and control of the Property, immediately commence action to collect directly all Property Income due to Assignor with full rights and powers to notify all applicable parties to make payments of Property Income directly to Administrative Agent or its agents, and Administrative Agent or its agents shall have the further power and authority to sue for or otherwise collect and receive all Property Income.

Section 4.2 Assignor hereby waives to the fullest extent permitted by law all rights to prior notice or court hearing in connection with any action by Administrative Agent of the types set forth in Section 4.1, and Assignor further waives any requirement that Administrative Agent provide any bond, surety, or other security in connection with any said action.

Section 4.3 In the event Administrative Agent, Administrative Agent's agent and/or a receiver enters upon and takes possession and control of the Property and/or the Property Income pursuant to Section 4.1, said person or entity shall have all of Assignor's rights and powers with respect to the Property and/or the Property Income, and without releasing Assignor from any obligation thereof, in addition to such other rights and powers as may subsequently be authorized, including without limitation the right and power to:

(i) hold, store, use, operate, manage and control the Property and conduct the business which is or may be conducted therefrom;

(ii) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements to the Property and purchase or otherwise acquire additional fixtures, personalty and other property;

(iii) obtain such insurance with respect to the Property and the business operations conducted therefrom as may be determined necessary;

(iv) manage and operate the Property and the business conducted therefrom and exercise all the rights and powers of Assignor under the Leases or otherwise in its name or otherwise with respect to the same;

(v) enter into agreements with others to exercise the powers herein granted, all as Administrative Agent, its agents or a receiver from time to time may determine;

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- (vi) collect and receive all Property Income;
- (vii) enforce all terms of existing Leases at the Property and all other contracts or agreements pertaining to the Property or the business operations conducted therefrom;
- (viii) enter into such new or additional Leases and such other contracts or agreements pertaining to the Property or the business operations conducted at or from the Property from time to time as Administrative Agent, its agents or the receiver may determine necessary in its sole discretion; and
- (ix) appear in and defend any action or proceeding purporting to affect the security hereof.

Section 4.4 All Property Income collected by Administrative Agent, Administrative Agent's agent or a receiver pursuant to Section 4.1 hereof shall be applied to the following in such order of priority as Administrative Agent may determine in its sole discretion:

- (i) interest and principal due on the Mortgage Debt;
- (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 conducting the business operations which are or may be conducted at the Property; and
- (iv) the compensation, salaries, expenses and disbursements of any agents, employees, attorneys or other representatives of Administrative Agent, Administrative Agent's agents or the receiver in connection with the possession, control and/or operation of the Property and the business operations conducted therefrom, expressly including the payment of any management agent's fees, and in the event Administrative Agent manages said property itself with its own employees, Administrative Agent shall be entitled to charge and collect a management fee equal to the customary management agent's fee charged for performing similar management functions in the area where the Property is located.

Section 4.5 Administrative Agent, its agents, or any receiver acting pursuant to Section 4.1 hereof shall in no event be liable or accountable for more moneys than actually are received from the Property during the period which Administrative Agent, its agent or any receiver actually is in possession and control of the Property. Neither Administrative Agent, its agents nor any receiver shall be liable or accountable in any manner for the failure to collect Property Income for any reason whatsoever.

Section 4.6 All costs, expenses and liabilities of every character incurred by Administrative Agent in managing, operating and maintaining the Property, not paid from Property Income as hereinabove provided, shall constitute and be treated as an advance pursuant to Section 6.1 hereof.

Section 4.7 Assignor shall pay monthly, in advance, to Administrative Agent, its agent or any receiver in possession and control of the Property pursuant to Section 4.1 hereof, the fair and reasonable rental value for all or any part of the Property which is in the use, occupancy and possession of such Assignor.

Section 4.8 In the event of foreclosure, Administrative Agent, its agent or any receiver acting pursuant to Section 4.1 hereof may remain in possession of the Property until (i) the foreclosure sale; (ii) the redemption of the Property; or (iii) the expiration of any redemption period of the United States of America extending subsequent to the foreclosure sale, if a deficiency exists. Administrative Agent, its agents or the receiver shall incur no liability for, nor shall Assignor assert any claim or setoff as a result of, any action taken while Administrative Agent, its agent or a receiver is in possession of the Property.

ARTICLE 5 FURTHER ADMINISTRATIVE AGENT RIGHTS

Section 5.1 Administrative Agent may take or release other security, may release any party primarily or secondarily liable for any Mortgage Debt secured hereby, may grant extensions, renewals, or indulgences with respect to such Mortgage Debt, and may apply any other security therefor held by Administrative Agent to the satisfaction of the Mortgage Debt without prejudice to any of Administrative Agent's rights hereunder.

Section 5.2 Nothing herein contained and no act done or omitted by Administrative Agent pursuant to the powers and rights granted herein shall be deemed to be a waiver by Administrative Agent of Administrative Agent's rights and remedies hereunder or under the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Administrative Agent under the terms thereof.

Section 5.3 The right of Administrative Agent to collect the Mortgage Debt and to enforce any other security therefor may be exercised by Administrative Agent either prior to, simultaneously with or subsequent to any action taken hereunder.

Section 5.4 Any failure by Administrative Agent to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof and Administrative Agent may thereafter insist upon strict performance.

Section 5.5 In addition to all other rights Administrative Agent and the Lenders may have at law or in equity, the Lenders may assign the rights hereunder to any subsequent holder of the Note.

Section 5.6 This Assignment shall be binding on Assignor, and its heirs, executors, successors and assigns and shall inure to the benefit of Administrative Agent, the Lenders, and their successors and assigns.

Section 5.7 This Assignment may not be changed orally, but only by an agreement in writing and signed by the party or parties against whom enforcement of any waiver, change,

modification or discharge is sought. In this Assignment, the use of any gender shall include the other genders and either the singular or the plural shall include the other.

Section 5.8 Assignor hereby grants to Administrative Agent, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Administrative Agent, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Administrative Agent or any entity under the control of Administrative Agent and its successors and assigns or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Assignor), Administrative Agent may setoff the same or any part thereof and apply the same to any liability or obligation of Assignor even though unmatured and regardless of the adequacy of any other collateral securing the Mortgage Debt. ANY AND ALL RIGHTS TO REQUIRE ADMINISTRATIVE AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE MORTGAGE DEBT, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF ASSIGNOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

ARTICLE 6 ADMINISTRATIVE AGENT EXPENSES AND ADVANCES

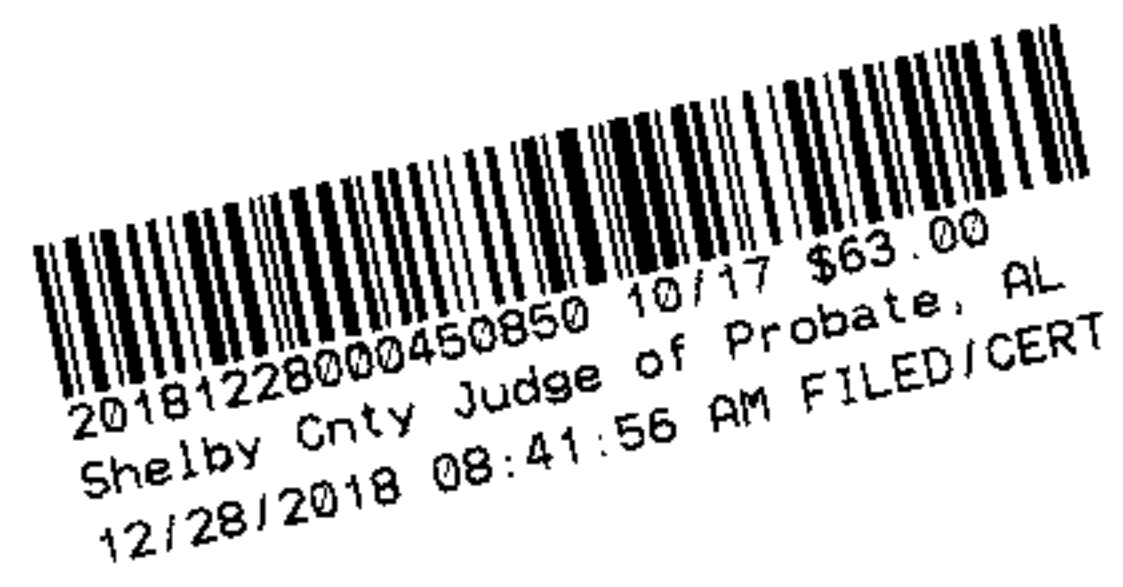
Section 6.1 Assignor shall pay, indemnify and hold Administrative Agent and the Lenders harmless from all costs and expenses incurred with respect to enforcing and administering Administrative Agent's right to take possession and operate the Property under Article 4 hereof. Administrative Agent may, without notice or demand, pay any amount which Assignor has failed to pay, or perform any act which Assignor has failed to perform hereunder, including, without limitation, the payment of costs attendant to Administrative Agent's possession as set forth in Section 4.6 hereof and the payment of amounts for which Administrative Agent has been indemnified under this Section 6.1. In such event the costs, disbursements, expenses and reasonable attorney's fees thereof, together with interest thereon from the date the expense is paid or incurred, at the applicable default interest rate specified in the Loan Agreement or the Note shall be (i) added to the Mortgage Debt; (ii) payable on demand to Administrative Agent; and (iii) secured by the lien of the Mortgage and this Assignment, prior to any right, title, interest, lien or claim attaching or accruing to the Property subsequent to the lien of the Mortgage or hereof.

ARTICLE 7 NOTICE

Section 7.1 All notices and requests required or permitted under this Assignment (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 (or to such other address or Person as a party shall designate from time to time by notice to the other party):

If to Assignor:

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#62261757_v7



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 Administrative Agent:

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

and:

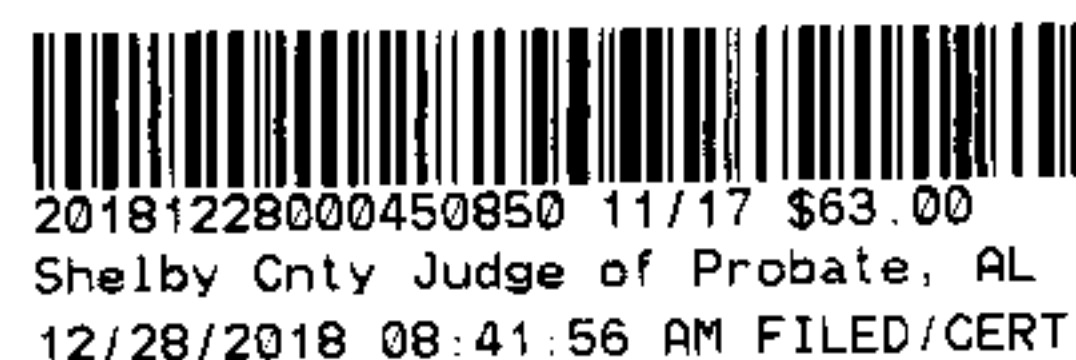
Capital One, National Association
5804 Trailridge Drive
Austin, Texas 78731
Attention: Diana Pennington, Senior Director,
Associate General Counsel
Facsimile: (855) 438-1132
Reference: Mt. Pleasant SC Senior Property LLC

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

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on a Business Day; or, in the case of overnight delivery, upon the first attempted delivery on a Business Day.

ARTICLE 8 GOVERNING LAW

Section 8.1 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 Assignment 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).

Section 8.2 ASSIGNOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS ASSIGNMENT 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 ASSIGNOR BY MAIL AT THE ADDRESS SET FORTH IN SECTION 7.1. ASSIGNOR 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.

ARTICLE 9 TERMINATION OF ASSIGNMENT

Upon the payment in full of the Mortgage Debt, as evidenced by the recording or filing of a full release of the Mortgage executed by the then holder of the Mortgage, this Assignment shall become and be void and of no effect.

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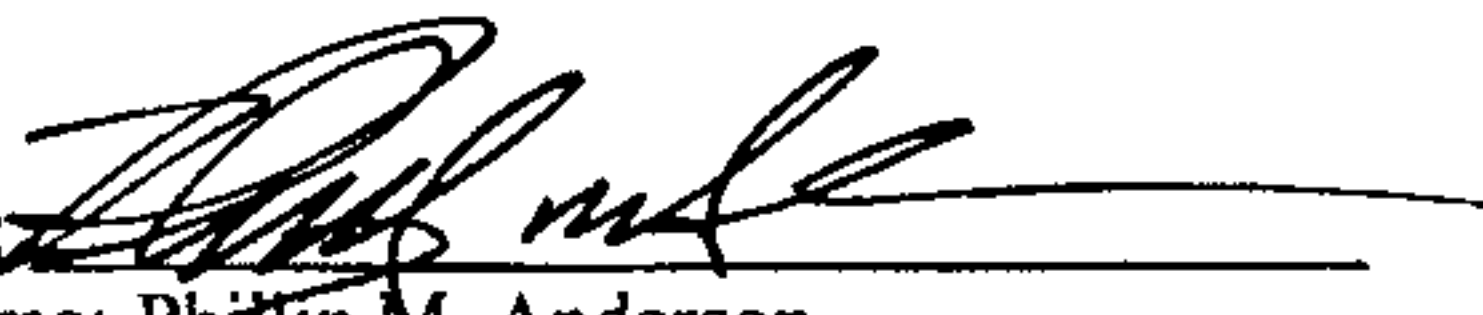
IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment to be effective as of the Effective Date.

ASSIGNOR:

BIRMINGHAM AL SENIOR PROPERTY LLC, a
Delaware limited liability company

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

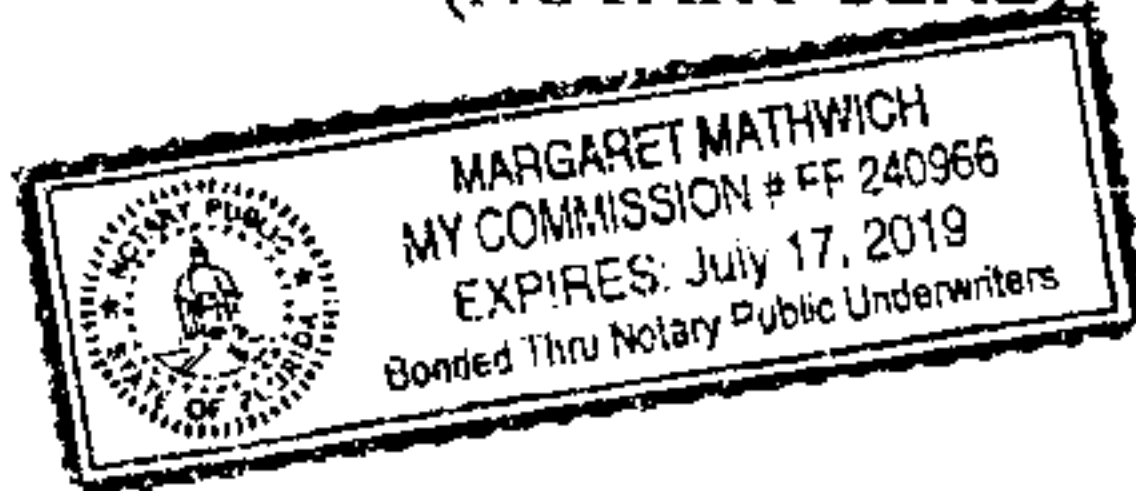
By: BSH II HOLDINGS 2 LLC, a Delaware
limited liability company, its Manager

By: 
Name: Phillip M. Anderson
Title: Manager

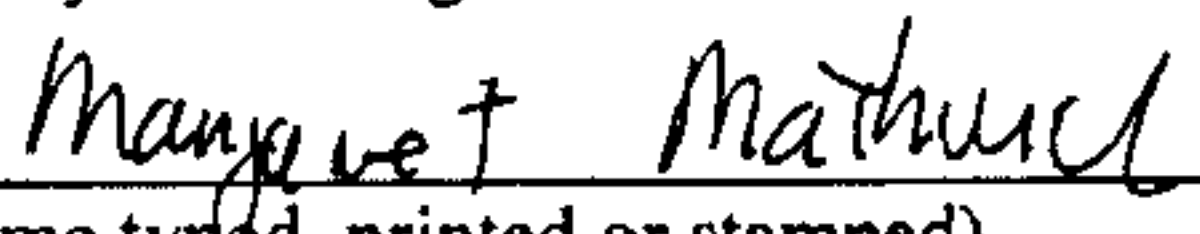
STATE OF FLORIDA
COUNTY OF ORANGE

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)

[Signatures continue on next page]

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[CONA/BRIDGE - St. Vincent, Alabama]


20181228000450850 13/17 \$63.00
Shelby Cnty Judge of Probate, AL
12/28/2018 08:41:56 AM FILED/CERT

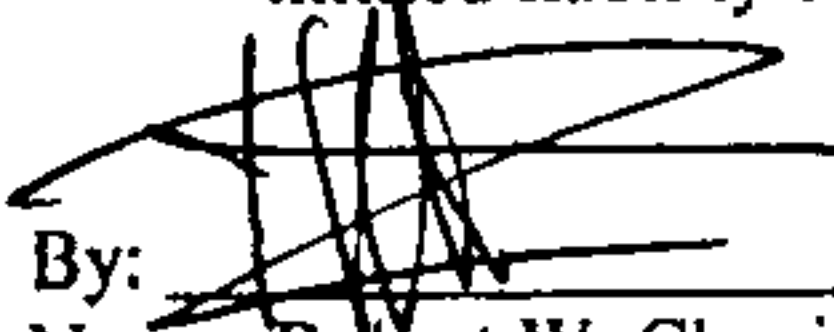
IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment to be effective as of the Effective Date.

ASSIGNOR:

NINETEEN SENIOR CARE 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: Robert W. Chapin, Jr.
Title: Manager


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Robert W. Chapin, Jr., 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 NINETEEN SENIOR CARE 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)

ASSIGNMENT OF LEASES AND RENTS
[CONA/BRIDGE - St. Vincent, Alabama]


20181228000450850 14/17 \$63.00
Shelby Cnty Judge of Probate, AL
12/28/2018 08:41:56 AM FILED/CERT

Schedule A
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.

ASSIGNMENT OF LEASES AND RENTS
[CONA/BRIDGE - St. Vincent, Alabama]
#62261757_v7




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Exhibit 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


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