

26
22

**RECORDING REQUESTED BY AND
WHEN RECORD RETURN PAGE**

Alston & Bird 1782 0960
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attn: Albert E. Bender, Jr.

RECORDED AND INDEXED
MARY LOE WILCOX
REGISTER OF DEEDS
NEW HANOVER CO. NC.
Loan No. 6 100 596 and 6 100 577
94 JUN 15 PM 3 50

000218

**ASSIGNMENT OF LEASES
AND RENTS**

THIS ASSIGNMENT made as of June 15, 1994, between **HOLIDAY RETIREMENT ASSOCIATES, II LIMITED PARTNERSHIP**, a Delaware Limited Partnership (hereinafter referred to as "Borrower") having its principal place of business at 2250 McGilchrist Street, SE, Suite 200, Salem, OR 97302 (U.S. Mail Address: P.O. Box 14111, Salem, OR 97309), in favor of **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** (hereinafter referred to as "Prudential"), a New Jersey Corporation, having a mailing address of One Ravinia Drive, Suite 1400, Atlanta, Georgia 30346, and **FIRST PLAZA GROUP TRUST** (hereinafter referred to as "First Plaza"), a New York Trust, having a mailing address of 767 Fifth Avenue, 26th Floor, New York, New York 10153 (Prudential and First Plaza are hereinafter collectively referred to as "Lender").

RECITALS:

1. Borrower is the owner of certain real property located in New Hanover County, North Carolina, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").
2. Borrower, by its promissory note of even date herewith (the "Prudential Note"), is indebted to Prudential in the principal sum of Three Million One Hundred Thirty-Five Thousand and No/100 Dollars (\$3,135,000.00), in lawful money of the United States of America, with interest from the date thereof at the rates set forth in the Prudential Note, principal and interest to be payable in accordance with the terms and conditions provided in the Prudential Note (the "Prudential Loan"), the final payment of which, if not sooner paid, is due and payable not later than July 1, 2014.
3. In addition, Borrower, by its promissory note of even date herewith (the "First Plaza Note"), is indebted to First Plaza in the principal sum of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), in lawful money of the United States of America, with interest from the date thereof at the rates set forth in the First Plaza Note, principal and interest to be payable in accordance with the terms and

- 1 -

AA941580.072
Section 5

Assignment of Leases
Lakeshore Commons (NC)

RETURNED TO

MTK64D

333611

conditions provided in the First Plaza Note (the "First Plaza Loan"), the final payment of which, if not sooner paid, is due and payable not later than July 1, 20800K PAGE

4. The Prudential Note and the First Plaza Note are sometimes herein collectively referred to as the "Notes"; the Prudential Loan and the First Plaza Loan are sometimes collectively referred to as the "Loan". 0961

5. Borrower has executed and delivered to Lender a Deed of Trust, Security Agreement and Financing Statement (the "Security Instrument") of even date and recorded contemporaneously herewith, securing the obligations of Borrower under the Notes and the Security Instrument (the "Obligations").

6. Borrower desires to transfer and assign to Lender all of its right, title and interest in, to and under the leases described in that certain Closing Certification By Borrower executed by Borrower of even date herewith and by this reference incorporated herein and any and all other leases, subleases, lettings and licenses of or affecting the Property that may hereafter be entered into (collectively, the "Leases") and (a) all amendments, extensions, modifications, replacements or renewals thereof, (b) the rents, income and profits due, or to become due thereunder, and (c) the right to enforce, whether at law or in equity or by any other means, all provisions thereof, including, without limitation, any guarantees of the obligations owed Borrower thereunder (collectively, the "Rents").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and sufficient consideration, with intent to be legally bound hereby, and as an inducement for the making of the loan evidenced by the Notes and secured by the Security Instrument, Borrower hereby transfers, sets over and assigns to Lender all right, title and interest of Borrower in, to and under (a) the Leases and all amendments, extensions, modifications, replacements or renewals thereof, and (b) the Rents. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender and is not intended and does not constitute either additional security or the passage of a security interest; provided, however, that Borrower shall only have a license to collect, except as hereinafter provided, the rents, income and profits accruing by virtue of the Leases as they respectively become due ("License"), but not in advance, and to enforce the agreements of the Leases, so long as there is no default or breach by Borrower under any of the terms, covenants or provisions of the Obligations, the Notes, the Security Instrument or this Assignment. Borrower covenants and agrees, however, that in exercising its License it shall hold any and all such Rents in trust and shall apply the same in payment of its Obligations.

Borrower further covenants and agrees as follows:

1. Lender as Creditor of Lessee. Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of the lessee under any Lease ("Lessee")

in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Lessee. However, Borrower, and not Lender, shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Lender shall have the option to apply any monies received by it as such creditor to the reduction of the principal of or the prepayment premium, if any, or interest on the Obligations.

2. **Default Remedies of Lender.** It shall constitute an "Event of Default" under this Assignment if (a) Borrower fails to perform any obligation or observe any condition under this Assignment and such failure continues after notice thereof from Lender and the passage of five (5) days in the case of monetary defaults and thirty (30) days in the case of non-monetary defaults or (b) an event of default occurs under the Security Instrument or the Notes, or any other deed to secure debt, deed of trust, mortgage, collateral mortgage, pledge, security deed, security agreement, guaranty, assignment of leases or rents or any other instrument now or hereafter given to evidence or further secure the payment of any of the Obligations (all such documents, the "Loan Documents"). Notwithstanding the foregoing, if Lender gives notice of a monetary default one (1) time within any twelve (12) month period, Lender shall have no further obligation to give notice of monetary defaults prior to there existing an Event of Default. The notice provided for herein is identical to that provided for in the Security Instrument, and any notices given by Lender as set forth herein shall simultaneously satisfy the notice requirements of this Assignment and the Security Instrument. If an Event of Default occurs under this Assignment the License of Borrower to collect rents, income and profits shall cease and terminate. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the rents, income and profits arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all rents, income and profits under such new leases. Borrower shall also pay to Lender, promptly upon any Event of Default, (i) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder and (ii) all charges for services or facilities or for escalation which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after any Event of Default. Lender will, after payment of all proper costs, charges and any damages including, without limitation, those payable pursuant to paragraph 6 hereof, apply the net amount of such rents, income and profits to the sums then due to Lender under the Loan Documents. Lender shall have sole discretion as to the manner in which such net income is applied, the reasonableness of the costs to which it is applied, and the items that will be credited thereby. Borrower and Lender agree and stipulate that upon execution of this Assignment, the Borrower's only interest in the Leases or Rents is as a licensee revocable upon the occurrence of an Event of Default as defined herein. Borrower and Lender further agree and stipulate as follows:

Effective as of the date of an Event of Default under this Assignment and continuing if the Borrower, its successors and assigns, shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended (the "Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, the Borrower no longer has any property interest (as used in 11 U.S.C. Section 541) in or to the Leases or the Rents.

3. **Re-Assignment of Leases and Rents.** When Borrower pays Lender for the full amount of the indebtedness secured by the Security Instrument and evidenced by the Notes, and such payment is evidenced by a recorded satisfaction or release of the Security Instrument, Lender shall, upon written request by Borrower, transfer, set over, and assign to Borrower all right, title, and interest of Lender in, to, and under (a) the Leases and all amendments, extensions, modifications, replacements or renewals thereof, and (b) the Rents.

4. **Notice to Lessee of Borrower's Default.** Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of Borrower's default under the Loan Documents, to pay all rents, income and profits under the Leases to Lender. Each Lessee shall have the right to rely upon any such notices of Lender that Lessee shall pay all rents, income and profits to Lender, without any obligation to inquire as to the actual existence of the default, notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any rents paid by Lessee to Lender. Upon the curing of all defaults caused by Borrower under the Loan Documents, Lender may grant a new license to Borrower for the purpose of collecting the rents, income, and profits accruing by virtue of the Leases as they respectively become due (also called the "License"), but not in advance, and to enforce the agreements of the Leases, and may give each such Lessee written notice of such cure and, thereafter, until further notice from Lender, the Lessees shall pay the rents, incomes and profits to Borrower.

5. **Assignment of Lender's Interest in Lease.** If Borrower has defaulted under the Loan Documents, Lender shall then have the right to assign Lender's right, title and interest in and to the Leases to any person acquiring title to the Property through

foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the rents, income and profits thereafter accruing.

6. **Indemnification of Lender.** Borrower hereby agrees to indemnify and hold Lender harmless from any and all liability, loss or damage that Lender may incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims that may be asserted against Lender under the Leases or this Assignment. Nothing in this paragraph shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Security Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate (as defined in the Notes), costs, expenses and reasonable attorneys' fees. Lender may, upon entry and taking of possession, collect the rents, income and profits and apply them to reimbursement for any such loss or liability.

7. **Quality of Borrower's Title to Leases.** Borrower represents itself to be the absolute owner of the Leases, with absolute right and title to assign the Leases and the rents, income and profits due or to become due thereunder. Borrower further represents that the Leases are valid and in full force and effect and have not been modified, amended or terminated, or any of the terms and conditions thereof waived, except as stated herein; that there are no outstanding assignments or pledges thereof or of the rents, income and profits due or to become due thereunder; that there are no outstanding lease commission payments due under the Leases for the initial term or for any extensions, renewals or expansions; that there are no existing defaults or any state of facts which, with notice or lapse of time, or both, would constitute a default under the provisions thereof on the part of either party; that no Lessee has any defense, set-off or counterclaim against Borrower; that each Lessee is in possession and paying rent and other charges under its Lease and as provided therein; and that no rents, income or profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by the Lease.

8. **New Leases, Amendments and Terminations.** Subject to the provisions of this paragraph 8, Borrower covenants not to cancel, abridge, surrender or terminate any Lease or change, alter or modify any Lease, either to reduce the amount of the rents, income and profits payable thereunder, or to otherwise change, alter, abridge or modify any Lease, or make any subsequent assignment or pledge of any Lease, or consent to subordination of the interest of any Lessee in any Lease, without the prior written consent

of Lender; provided, however, that if no Event of Default has occurred under this Assignment, Borrower shall have the right, without the prior written consent of Lender: (a) enter into new, bona-fide, arm's length leases or renewal leases with third-party lessees if such leases comply with the requirements of Exhibit B attached hereto and by this reference incorporated herein; (b) to terminate the Lease of any Lessee in default of its lease other than those Lessees identified on Exhibit C attached hereto and incorporated herein by this reference (Lessees set forth in Exhibit C, their successors, assigns and replacements, "Major Lessees"); and (c) to amend the Lease of any Lessee other than a Major Lessee, if the amendment does not increase the obligation of Borrower, as Lessor, or change the rent or term of such Lease. Except as otherwise provided in this paragraph 8, any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, pledge or subordination of any Lease, without the written consent of Lender, shall be null and void.

Without limiting the generality of the foregoing, Borrower shall not without the prior written consent of Lender:

- (a) Terminate the Lease of any Major Lessee;
- (b) Amend the Lease of any Major Lessee;
- (c) Alter, modify, cancel or terminate any guarantees of any Lease;
- (d) Consent to any assignment or subletting of any Lease;
- (e) Agree to a subordination of any Lease to any mortgage or other encumbrance now or hereafter affecting the Property;
- (f) Permit a material alteration of or addition to the premises by any Lessee unless the right to alter or enlarge is expressly reserved by Lessee in the Lease; or
- (g) Enter into any additional Leases or renew any existing Leases except for Leases of space which are in compliance with the requirements set forth in Exhibit B.

Subject to the foregoing, upon Lender's request therefor, Borrower shall give Lender prompt notice of any Lease of the Property it enters into subsequent to the date hereof, together with a certified copy of such lease. Such lease shall be deemed included in this Assignment.

9. **Delivery of Necessary Instruments to Lender.** Borrower shall execute and deliver to Lender, and hereby irrevocably appoints Lender, its successors and assigns as Borrower's attorney-in-fact to execute and deliver during the term of this Assignment, all further instruments as Lender may deem necessary to make this Assignment and any

further assignment effective. Borrower shall, upon demand, pay to Lender, or reimburse Lender for the payment of, any and all costs and expenses (including reasonable attorneys' fees) incurred in connection with the preparation and recording of such instruments.

10. **Cancellation of Lease.** Each Lease shall remain in full force and effect, notwithstanding any merger of Borrower's and Lessee's interest thereunder. In the event that any Lease permits cancellation thereof on payment of consideration and said privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender to be applied, at the election of Lender, to reduce the amount of the principal of the Obligations in the inverse order of maturity or to be held in trust by Lender as further security, without interest, for the payment of the principal and interest required to be paid by the Loan Documents.

11. **Borrower to Ensure Continued Performance Under Leases.** Borrower shall not execute any other assignment or pledge of the Leases, of any interest therein, or of any rents payable thereunder. Borrower acknowledges that it has no further right, title, or interest in the Leases or Rents capable of being assigned to any other person or entity. Borrower shall perform all of its covenants as Lessor under the Leases, shall not take any actions that would, either presently or with the passage of time, cause a default by Borrower under the Leases, shall enforce the performance thereunder by all Lessees and shall not permit any release of liability of any Lessee or any withholding of rent payments by any Lessee. Borrower shall promptly deliver to Lender copies of any and all notices of default Borrower has sent to any Lessee. Borrower shall, upon Lender's request and at Borrower's expense, enforce the Leases and all remedies available to Borrower thereunder upon any Lessee's default. Borrower shall deliver to Lender copies of all papers served in connection with any such enforcement proceedings and shall consult with Lender, its agents and attorneys with respect to the conduct thereof. Borrower shall not enter into any settlement of any such proceeding without Lender's prior written consent.

12. **Changes in Loan Document Terms; Additions to and Replacement of Loan Documents.** Notwithstanding any variation of the terms of the Loan Documents, including any increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or the release of any part of the Property subject to the Security Instrument, the Leases and the benefits hereby assigned shall continue in accordance with the terms of this Assignment.

13. **Exercise of Lender's Rights.** Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

14. **Cumulative Rights and Remedies.** The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any

other rights or remedies which Lender shall have under the Notes, the Security Instrument or any other instrument constituting security for the Obligations, or at law or in equity.

15. Severability. If any term of this Assignment, or the applications hereof to any person or set of circumstances, shall to any extent be invalid, illegal, or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law and this Assignment shall be interpreted and construed as though such invalid, illegal, or unenforceable term or provision (or any portion thereof) were not contained in this Assignment.

16. Captions. The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties only and are not part of this Assignment.

17. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

18. Notices. All notices required or permitted hereunder shall be given as provided in the Security Instrument.

19. Amendment, Modification or Cancellation of Assignment. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

20. Nonrecourse. The personal liability of Borrower under this Assignment shall be limited as and to the extent provided in the Security Instrument.

21. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

(Signatures begin on next page)

IN WITNESS WHEREOF, Borrower has duly executed this Assignment under seal the date first above written.

BORROWER:

**HOLIDAY RETIREMENT
ASSOCIATES, II LIMITED
PARTNERSHIP, a Delaware Limited
Partnership
[SEAL]**

By: C&B ASSOCIATES II LIMITED
PARTNERSHIP, an Oregon limited
partnership, General Partner
[SEAL]

By William E. Colson (SEAL)
William E. Colson, General Partner

BOOK
1782

PAGE
0969

ACKNOWLEDGMENT

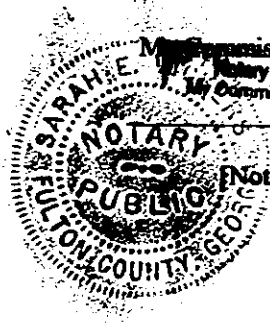
STATE OF GEORGIA)

) SS:

COUNTY OF FULTON)

I, Sarah E. Vickers, a Notary Public of Fulton County,
Georgia, do hereby certify that William E. Colson personally came
before me this day and acknowledged that he is the General Partner of C&B Associates II
Limited Partnership, an Oregon limited partnership, a General Partner of Holiday
Retirement Associates, II Limited Partnership, a Delaware Limited Partnership, and that
by authority duly given and as the act of the partnership, the foregoing instrument was
signed in its name by its general partner, all on behalf of said partnership.

WITNESS my hand and notarial stamp or seal, this 13th day of June, 1994.



My Commission Expires:
Notary Public, Fulton County, Georgia.
My Commission Expires September 20, 1996

Sarah E. Vickers
Notary Public

[Notarial Seal]

STATE OF NORTH CAROLINA

New Hanover County

The Foregoing/ Annexed Certificate(s) of

SARAH E. VICKERS

Notary (Notaries) Public is/ are certified
to be correct.

This the 15 day of JUNE 1994

Mary Sue Oots, Register of deeds

by Quila P. Oots
Deputy/ Assistant

EXHIBIT A

BOOK

PAGE

1782

0970

A TRACT OF LAND LOCATED IN NEW HANOVER COUNTY, NORTH CAROLINA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT TRACT, CONTAINING 5.18 ACRES,
DESIGNATED AS TRACT "2-R" ON THE MAP ENTITLED
"REVISION HOSPITAL PLAZA OFFICE PARK" RECORDED IN
MAP BOOK 25 AT PAGE 82 IN THE OFFICE OF THE
REGISTER OF DEEDS OF NEW HANOVER COUNTY, REFERENCE
TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR
DESCRIPTION.

TOGETHER WITH AN ACCESS EASEMENT OVER PHASE I,
HOSPITAL PLAZA OFFICE PARK CONDOMINIUM, SIXTY FEET
IN WIDTH, RUNNING PARALLELED WITH THE SOUTHERN LINE
OF PHASE I HOSPITAL PLAZA OFFICE PARK
CONDOMINIUMS, AS SHOWN ON THE PLAT THEREOF
RECORDED IN CONDOMINIUM PLAT BOOK 2 AT PAGE 93,
NEW HANOVER COUNTY REGISTRY.

TOGETHER ALSO WITH AN ACCESS EASEMENT OVER PHASE

II-C HOSPITAL PLAZA OFFICE PARK CONDOMINIUMS,
EIGHTY FEET IN WIDTH, RUNNING ALONG THE SOUTHERN
LINE OF PHASE II-C HOSPITAL PLAZA OFFICE PARK
CONDOMINIUMS, ACCORDING TO THE PLAT THEREOF
RECORDED IN CONDOMINIUM PLAT BOOK 5 AT PAGE 11 AND
12, NEW HANOVER COUNTY REGISTRY. THE HEREINABOVE
DESCRIBED TRACT AND EASEMENTS ARE ALSO SHOWN ON A
MAP OF SURVEY FOR WILMINGTON RETIREMENT
PARTNERSHIP, SAID SURVEY HAVING BEEN PREPARED BY
JACK G. STOCKS, RLS, AND DATED 7/22/86, REFERENCE
TO WHICH MAP OF SURVEY IS HEREBY MADE.

EXHIBIT B

BOOK
1782

PAGE
0971

MINIMUM LEASING REQUIREMENTS

All additional Leases and renewal Leases covering the Property shall satisfy the following conditions:

1. Minimum (original or renewal) Term: monthly
2. Maximum Term: No maximum
2. Rental Basis: monthly
3. (a) Type of building: Senior living facility
- (b) Minimum rentals: No minimum

EXHIBIT C

	BOOK	PAGE
MAJOR LESSEES	1782	0972
None		

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	RECORDED AND VERIFIED MARY CUE COTS REGISTER OF DEEDS NEW HANOVER CO. NC. '94 JUN 15 PM 3 51 998 0278 For Filing Officer
(1) Debtor(s) (Last Name First) and Address(es): Holiday Retirement Associates, II 2250 McGilchrist Street, SE, Suite 200 Salem, OR 97302 Attn: William E. Colson	(2) Secured Party(ies) (Name(s) And Address(es): SEE ATTACHMENT A		
(3) (a) <input checked="" type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):		
(5) This Financing Statement Covers the Following types (or items) of property. All those types or items of Property described on <u>Exhibit B</u> attached hereto and by this reference made a part hereof. The Real Property is described on <u>Exhibit A</u> attached hereto and by this reference made a part hereof. The record owner of the Real Property is Durham Retirement Residence Limited Partnership. This Financing Statement is filed as a fixture filing. <input type="checkbox"/> Products of the Collateral Are Also Covered. (Cannot be Filed unless County is named.)			
(6) Signatures: Debtor(s) SEE SIGNATURE RIDER		Secured Party(ies) (or Assignees)	

(By) _____
Approved by N.C. Sec. of State

(1) Filing Officer Copy - Numerical

RETURNED TO

MTKSLD

(By) _____

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and ☐
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

SIGNATURE RIDER

TO UCC FINANCING STATEMENT BETWEEN
HOLIDAY RETIREMENT ASSOCIATES, II LIMITED PARTNERSHIP, AS
DEBTOR, AND
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND FIRST PLAZA
GROUP TRUST, TOGETHER AS SECURED PARTY

DEBTOR:

**HOLIDAY RETIREMENT
ASSOCIATES, II LIMITED
PARTNERSHIP, a Delaware Limited
Partnership**
[SEAL]

By: **C&B ASSOCIATES II LIMITED
PARTNERSHIP, an Oregon limited
partnership, General Partner**
[SEAL]

By:  (SEAL)
William E. Colson, General Partner