

Prepared by and upon recordation return to:
Reliance Trust Company
1100 Abernathy Road
500 Northpark, Suite 400
Atlanta, Georgia 30328-5646
(800) 241-5569
Attention: Kathy E. Knapp, Vice President

**AMENDMENT TO
SUBORDINATION AND STANDSTILL AGREEMENT**

WHEREAS, the undersigned entered into that certain Subordination and Standstill Agreement dated February 27, 2008, entered into by **LIFEPOINTE VILLAGE – SOUTHAVEN, LLC**, a Delaware limited liability company (the “Borrower”), **RELIANCE TRUST COMPANY**, a Georgia bank and trust company (the “Senior Trustee” and/or “Reliance”), **CALIFORNIA BAPTIST FOUNDATION**, a California nonprofit corporation (individually, “**CBF**” and collectively, along with the Senior Trustee, the “**Senior Lender**”), **JOHN B. LINFORD**, a Professional Law Corporation, a California professional corporation (the “**Junior Trustee**” and/or “**Linford**”), recorded on April 7, 2008, in Book 2,880, Page 593 of the official public records of DeSoto County, Mississippi.

WHEREAS, Borrower, Reliance, CBF, and Linford do hereby desire to modify and amend said Subordination and Standstill Agreement currently in place; and

NOW, THEREFORE, the undersigned Borrower does hereby agree that said Subordination and Standstill Agreement is modified and amended as follows:

Page No. 1, First Paragraph:

THIS SUBORDINATION AND STANDSTILL AGREEMENT (the “**Agreement**”) is made and entered into effective this 27th day of February, 2008, by and among **LIFEPOINTE VILLAGE – SOUTHAVEN, LLC**, a Delaware limited liability company (the “**Borrower**”), **RELIANCE TRUST COMPANY**, a Georgia bank and trust company (the “**Senior Trustee**” and/or “**Reliance**”), as Trustee for the holders of Borrower’s First Mortgage Bonds, 2008 Series A, in the principal amount of \$6,675,000 and for the holders of Borrower’s First Mortgage Bonds, 2008 Series B, in the principal amount of \$1,325,000 (collectively, the “**Senior Bonds**”) pursuant to certain Trust Indentures dated February 27, 2008, and June 27, 2008 respectively, by and between Reliance and Borrower (the “**Senior Indenture**”), **SAN JOAQUIN BANK**, a California banking corporation (individually, “**San Joaquin**” and collectively, along with the Senior Trustee, the “**Senior Lender**”), **JOHN B. LINFORD**, a Professional

Eric

Law Corporation, a California professional corporation (the "Junior Trustee"), as Trustee for the holders of Borrower's Subordinate General Mortgage Bonds, 2008 Series C, in the principal amount of \$2,675,000 (the "Subordinate Bonds"), pursuant to that certain Subordinate Indenture dated June 27, 2008 by and among Junior Trustee, Borrower and Reliance (the "Subordinate Indenture").

SHALL BE AMENDED TO READ AS FOLLOWS:

THIS SUBORDINATION AND STANDSTILL AGREEMENT (the "Agreement") is made and entered into effective this 19th day of March, 2008, by and among LIFEPOINTE VILLAGE – SOUTHAVEN, LLC, a Delaware limited liability company (the "Borrower"), RELIANCE TRUST COMPANY, a Georgia bank and trust company (the "Senior Trustee" and/or "Reliance"), as Trustee for the holders of Borrower's First Mortgage Bonds, 2008 Series A, in the principal amount of \$6,675,000 and for the holders of Borrower's First Mortgage Bonds, 2008 Series B, in the principal amount of \$1,325,000 (collectively, the "Senior Bonds") pursuant to that certain Trust Indenture dated March 19, 2008, by and between Reliance and Borrower (the "Senior Indenture"), CALIFORNIA BAPTIST FOUNDATION, a California nonprofit corporation (individually, "CBF" and collectively, along with the Senior Trustee, the "Senior Lender"), JOHN B. LINFORD, a Professional Law Corporation, a California professional corporation (the "Junior Trustee"), as Trustee for the holders of Borrower's Subordinate General Mortgage Bonds, 2008 Series C, in the principal amount of \$2,675,000 (the "Subordinate Bonds"), pursuant to that certain Subordinate Indenture dated June 19, 2008 by and among Junior Trustee, Borrower and Reliance (the "Subordinate Indenture").

Page No. 1, Second Paragraph (Recitals, paragraph A):

A. Contemporaneously with the execution of this Agreement, Borrower has executed a Promissory Note (the "Senior Note") dated February 27, 2008 herewith in the original principal amount of \$6,675,000 in favor of San Joaquin, payable with interest and upon the terms and conditions described therein, evidencing, together with all other amounts due and payable under other Senior Loan Documents (as hereinafter defined), a first mortgage loan (the "Senior Loan"). The Senior Note and the Senior Bonds are secured by, among other things, a Deed of Trust, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing (as the same may be hereafter amended, extended, restated, supplemented, increased, consolidated, renewed or otherwise modified or replaced from time to time, the "Senior Security Instrument") in favor of Senior Lender covering the real property more particularly described on Exhibit "A", attached hereto and made a part hereof, and all other personal and other property described in the Senior Security Instrument (collectively, the "Property"), recorded at Book 2876, Page 60, in the Deed of Trust Records of DeSoto County, Mississippi.

SHALL BE AMENDED TO READ AS FOLLOWS:

A. Contemporaneously with the execution of this Agreement, Borrower has executed a Promissory Note (the "Senior Note") dated March 19, 2008 herewith in the original principal amount of \$5,000,000 in favor of CBF, payable with interest and upon the terms and conditions described therein, evidencing, together with all other amounts due and payable under other Senior Loan Documents (as hereinafter defined), a first mortgage loan (the "Senior Loan"). The Senior Note and the Senior Bonds are secured by, among other things, a Deed of Trust, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing (as the same may be hereafter amended, extended, restated, supplemented, increased, consolidated, renewed or otherwise modified or replaced from time to time, the "Senior Security Instrument") in favor of Senior Lender covering the real property more particularly

nationally recognized express courier service, with all charges prepaid or charged to the sender's account, or by United States Mail, certified or registered, return receipt requested, and with all postage and other charges prepaid, in either case to the applicable addresses as set forth in this Agreement, and shall be addressed as follows:

If to Senior Lender: California Baptist Foundation
7084 North Maple Avenue
Fresno, California 93720
Attention: Chester L. Reid, Vice President

If to Senior Trustee: Reliance Trust Company
1100 Abernathy Road
500 Northpark, Suite 400
Atlanta, Georgia 30328-5646
Attention: Kathy E. Knapp, Vice President

If to Junior Trustee: John B. Linford, A Professional Law Corporation
4800 Easton Drive, Suite 103
Bakersfield, California 93309
Attention: John B. Linford, President

or addressed as such party may from time to time designate by written notice to the other parties. Any party by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

All other terms and conditions of said Subordination and Standstill Agreement shall remain in full force and affect.

SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed and sealed by its representatives thereunto duly authorized.

Signed, sealed, and delivered in the presence of the following in DeSoto County, Mississippi

BORROWER:

LIFEPOINTE VILLAGE—SOUTHAVEN, LLC,
a Delaware limited liability company

Norma S Adams
WITNESS
Printed Name: Norma S Adams

By: [Signature]
David M. Dunlap, Secretary

(CORPORATE SEAL)

STATE OF MS

COUNTY OF DeSoto

On Dec 4th 2008 before me, [Signature], Notary Public, personally appeared David M. Dunlap, Secretary () personally known to me - **OR** - () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, this the 4th day of Dec 20 08

(NOTARIAL SEAL)



[Signature]
SIGNATURE OF NOTARY

My Commission Expires: JUN 9 2012

Signed, sealed, and delivered in the presence of the following in Fulton County, Georgia

RELIANCE:

RELIANCE TRUST COMPANY, a Georgia bank and trust company

Lillian McCrary
WITNESS
Printed Name: Lillian McCrary

By: Kathy E. Knapp
Kathy E. Knapp, Vice President

Linda C. Dozier-Jones
WITNESS
Printed Name: LINDA C. DOZIER-JONES

By: Kerrie K. Bernardo
Kerrie K. Bernardo, Assistant Secretary



STATE OF GEORGIA

COUNTY OF FULTON

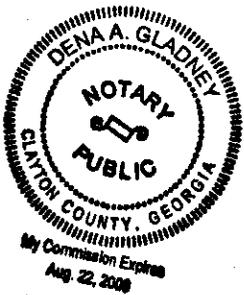
On Nov. 19, 2008, before me, Dena A. Gladney, Notary Public, personally appeared Kathy E. Knapp, Vice President and Kerrie K. Bernardo, Assistant Secretary () personally known to me - OR - () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

Dena A. Gladney
SIGNATURE OF NOTARY

My Commission Expires 08/22/09



Signed, sealed, and delivered in the presence of the following in Fresno County, California

SENIOR LENDER:

CALIFORNIA BAPTIST FOUNDATION, a California nonprofit corporation

Becky Noen
WITNESS
Printed Name: Becky Noen

By: Chester L. Reid
Chester L. Reid, Vice President

(CORPORATE SEAL)

STATE OF CALIFORNIA

COUNTY OF FRESNO

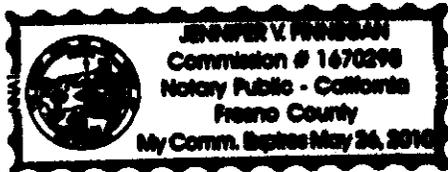
On December 9th, before me, Jennifer Finnegan Notary Public, in and for said State, duly commissioned and sworn, personally appeared Chester L. Reid who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

Jennifer V. Finnegan
Notary Public for the State of California
My Commission Expires May 26, 2010



Signed, sealed, and delivered in the presence of the following in Kern County, California

JUNIOR TRUSTEE:

JOHN B. LINFORD, A PROFESSIONAL LAW CORPORATION, a California professional corporation

[Signature]

WITNESS

Printed Name: SARAH L. ALBERT

By: *[Signature]*
John B. Linford, President

(CORPORATE SEAL)

STATE OF CALIFORNIA

COUNTY OF KERN

On December 4, 2008, before me, Kristine Billings, a Notary Public in and for said State, duly commissioned and sworn, personally appeared John B. Linford who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

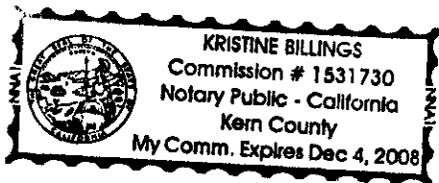
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

[Signature]
Notary Public for the State of California

My Commission Expires December 4, 2008



ERIC L. SAPPENFELD ATTORNEY
8888 SWINNEY RD
2 RUTLAND PLACE
SOUTH AVENUE MS 3881