

Shelby County, AL 09/07/2006
State of Alabama

Deed Tax: \$2263.00

This instrument prepared by

Joe F. Lassiter III
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203-2618

and upon recording, should be returned to:

Land Title Company of Alabama
600 North 20th Street
Birmingham, Alabama 35203
Attn: Susan Gannett

STATE OF ALABAMA)

SHELBY COUNTY)

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into this 31st day of August, 2006, by **FOUNDATION - MAPLEWOOD RIDGE, LLC**, an Alabama limited liability company ("Landlord"), whose address for purposes hereof is c/o Foundation Sale Leaseback Fund I, LLC, 2701 1st Avenue South, Suite 300, Birmingham, Alabama 35233, and **MATURE OPTIONS ELDERCARE, LLC**, an Alabama limited liability company (the "Tenant"), whose address for purposes hereof shall be 2124 Old Montgomery Highway, Pelham, Alabama 35124.

RECITALS

A. Landlord and Tenant have entered into a Lease Agreement (the "Lease") dated as of August 31, 2006, pursuant to which Landlord has demised and let to Tenant the real property and improvements located at 2124 Old Montgomery Highway, Pelham, Alabama 35124, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises").

B. Landlord and Tenant desire to execute this Memorandum, which is to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, in order that third parties may have notice of the estate of Tenant in the Leased Premises and of the Lease.

Agreement

NOW, THEREFORE, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, Landlord does hereby demise and let unto Tenant the Leased Premises on the terms, and subject to the conditions set forth in the Lease, among which are the following:

1. **TERM.** The initial term of the Lease shall be for a period of fifteen (15) years, commencing September 1, 2006 and ending on August 31, 2021. In addition, Tenant has the option to renew the Lease for two (2) successive five (5) year terms.

2. **INCORPORATION OF LEASE TERMS BY REFERENCE.** All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written out at length herein. In the event of any inconsistency between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control. Copies of the Lease are held by both Landlord and Tenant at their respective addresses first set forth above.

[Signature Pages to Follow]


IN WITNESS WHEREOF, the Landlord and Tenant have caused this Memorandum to be executed by their respective duly authorized representatives as of the date first above written.

LANDLORD:

FOUNDATION - MAPLEWOOD RIDGE, LLC, an Alabama limited liability company

By: Foundation Sale Leaseback Fund I, LLC, Its Sole Member

By: Foundation Fund Management Company, LLC, Its Manager

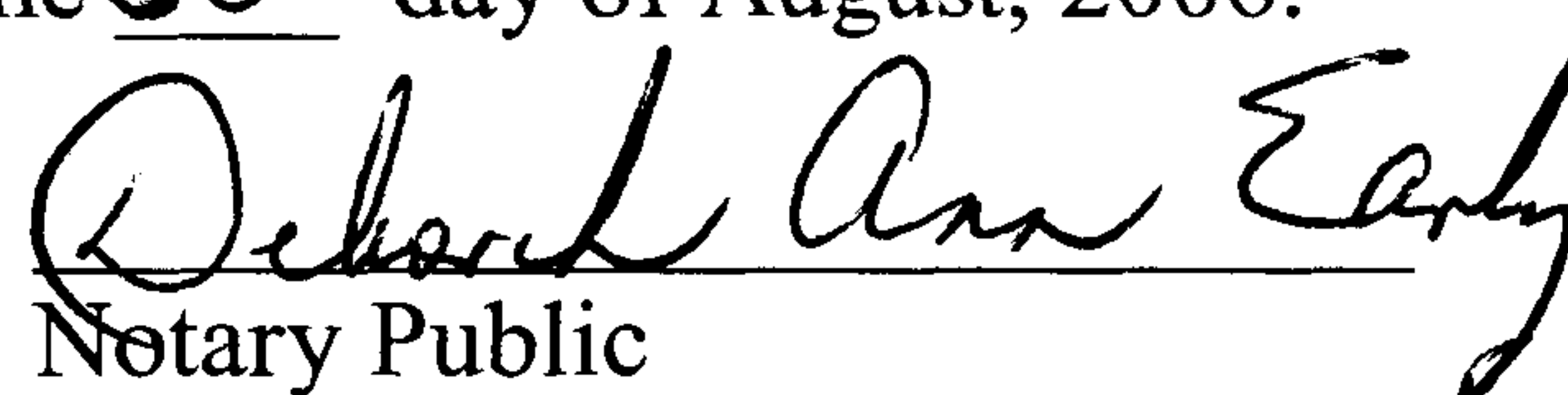
By: 
Andrew L. Sink
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew L. Sink whose name as the President of Foundation Fund Management Company, LLC, an Alabama limited liability company, the manager of Foundation Sale Leaseback Fund I, LLC, an Alabama limited liability company, the sole member of Foundation - Maplewood Ridge, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30th day of August, 2006.


Notary Public

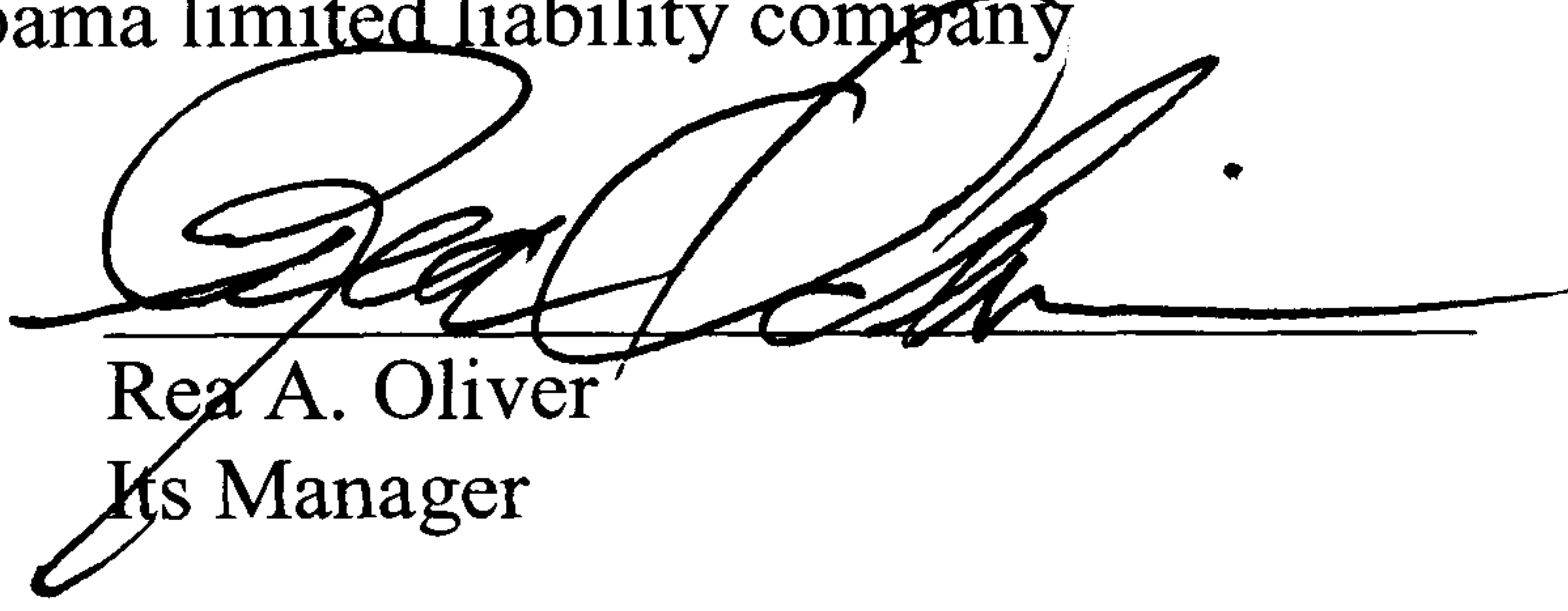
AFFIX SEAL

My commission expires: 10/31/08

TENANT:

MATURE OPTIONS ELDERCARE, LLC, an
Alabama limited liability company

By:

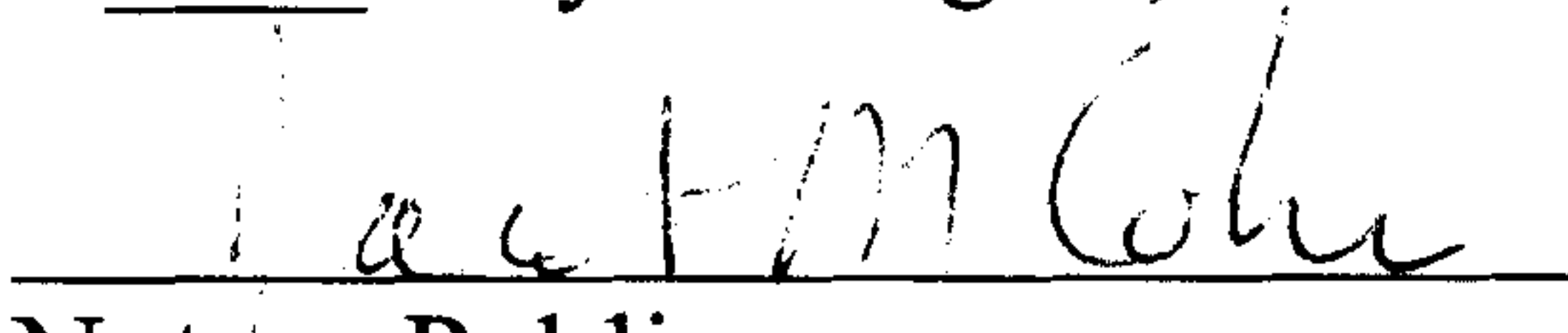

Rea A. Oliver
Its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rea A. Oliver whose name as the Manager of **MATURE OPTIONS ELDERCARE, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 29th day of August, 2006.


Notary Public

AFFIX SEAL

My commission expires: 10/12/09

Exhibit A
(Legal Description)

A part of NE ¼ of the NE ¼ of Section 36, Township 19 South, Range 3 West, being more particularly described as follows:

Commence at the SE corner of the NE ¼ of the NE ¼ of Section 36, Township 19 South, Range 3 West; thence run West along the South line of said ¼ ¼ Section 138.44 feet to an existing iron pin and the point of beginning; thence continue West along the last described course 324.18 feet; thence turn right 116°33'06" and run Northeasterly 247.68 feet to a point on the Southwesterly right of way of Old Montgomery Highway; thence turn right 92°00'40" and run Southeasterly along said right of way line 294.39 feet; thence turn right 90°36'09" and run Southwesterly 92.54 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.