

Recording requested by, and when recorded
return to:

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Greenberg Traurig, LLP
77 West Wacker Drive, Suite 2500
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FIRST AMENDMENT TO GROUND LEASE AND TO MEMORANDUM OF
GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE AND TO
MEMORANDUM OF GROUND LEASE, is dated as of December 21, 2007 (this
“Amendment”), and is by and between SETON PROPERTY CORPORATION OF
NORTH ALABAMA, an Alabama not-for-profit corporation (“Landlord”), and
SUNTRUST EQUITY FUNDING, LLC, a Delaware limited liability company
 (“Tenant”).

Background

1. Landlord and Tenant are parties to that certain Ground Lease, dated as of November 20, 2003 (the “Ground Lease”), pursuant to which Landlord leases to Tenant the parcel of real property located in Shelby County, Alabama described in Exhibit A to the Ground Lease (the “Land”). The Ground Lease was filed of record pursuant to that certain Memorandum of Ground Lease, dated as of November 20, 2003 (the “Memo of Ground Lease”), between Landlord and Tenant, recorded November 25, 2003 with the Judge of Probate of Shelby County, Alabama as Document 20031125000773090.

2. Landlord desires to release a portion of the Land from the Ground Lease and Tenant is willing to permit such release as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned thereto in the Ground Lease.

Section 2. Release of Portion of Land Landlord and Tenant hereby agree that the real property described on Exhibit A-1 hereto (the "Released Portion") shall be released from the Ground Lease and the encumbrance created thereby. Exhibit A to the Ground Lease and to the Memo of Ground Lease is hereby replaced in its entirety by Exhibit A-2 attached to this Amendment; from and after the date of this Amendment, the real property described on Exhibit A-2 of this Amendment shall be deemed to be the Land for all purposes of the Ground Lease and the Memo of Ground Lease.


Section 3. Reciprocal Easement Landlord is entering into that certain Restrictive Covenant and Reciprocal Easement Agreement, dated as of December 21, 2007 (the "Easement Agreement"), with STV One Nineteen Senior Living, LLC, which Easement Agreement contains certain covenants and rights that benefit the Land. Landlord hereby agrees that Landlord's rights under the Easement Agreement, to the extent that they benefit the Land, are hereby assigned to Tenant as part of the Land and that Landlord shall not amend, terminate or waive any provision of the Easement Agreement to the extent that such amendment, termination or waiver would adversely affect the Land or the operation of any improvements located on the Land without Tenant's prior written approval.

Section 4. Reaffirmation of Ground Lease Landlord and Tenant hereby agree and confirm that the Ground Lease, as amended hereby, remains in full force and effect. In particular, the Lease Term and Rent under the Ground Lease shall remain unchanged notwithstanding the release of the Released Portion.

Section 5. Notices Section 22 of the Ground Lease and Section 5 of the Memo of Ground Lease are hereby amended to delete the notice address for the Tenant set forth therein and substituting therefor the following:

SunTrust Equity Funding, LLC
303 Peachtree Street, 26th Floor
MC 3951
Atlanta, Georgia 30308
Attn: Frank Allen

Section 6. Miscellaneous This Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama. This Amendment may be executed by the parties hereto on separate counterparts, each of which shall constitute an original and all of which together shall constitute this Amendment.


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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

SETON PROPERTY CORPORATION OF
NORTH ALABAMA, as Landlord

By: Curtis James
Name: Curtis James
Title: President & CEO

STATE OF Alabama)
COUNTY OF Jefferson)

SS.:

I, the undersigned Notary Public in and for said County and State, hereby certify that Curtis James, who is known to me and whose name as President & CEO of SETON PROPERTY CORPORATION OF NORTH AMERICA, an Alabama not-for-profit corporation, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntary for and as the act of said corporation.

Given under my hand this the 18th day of December, 2007.

Ann H. Hargarek
NOTARY PUBLIC

My Commission Expires: _____
NOTARIAL SEAL


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 19, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Scrivener's Clause

This instrument prepared by:

Julia R. Sarron, Esq.
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 2500
Chicago, Illinois 60601

SUNTRUST EQUITY FUNDING, LLC, as
Tenant


By: 
Name: R. Todd Shutley
Title: Senior Vice President and Manager

STATE OF GEORGIA)
)
COUNTY OF FULTON)

ss:

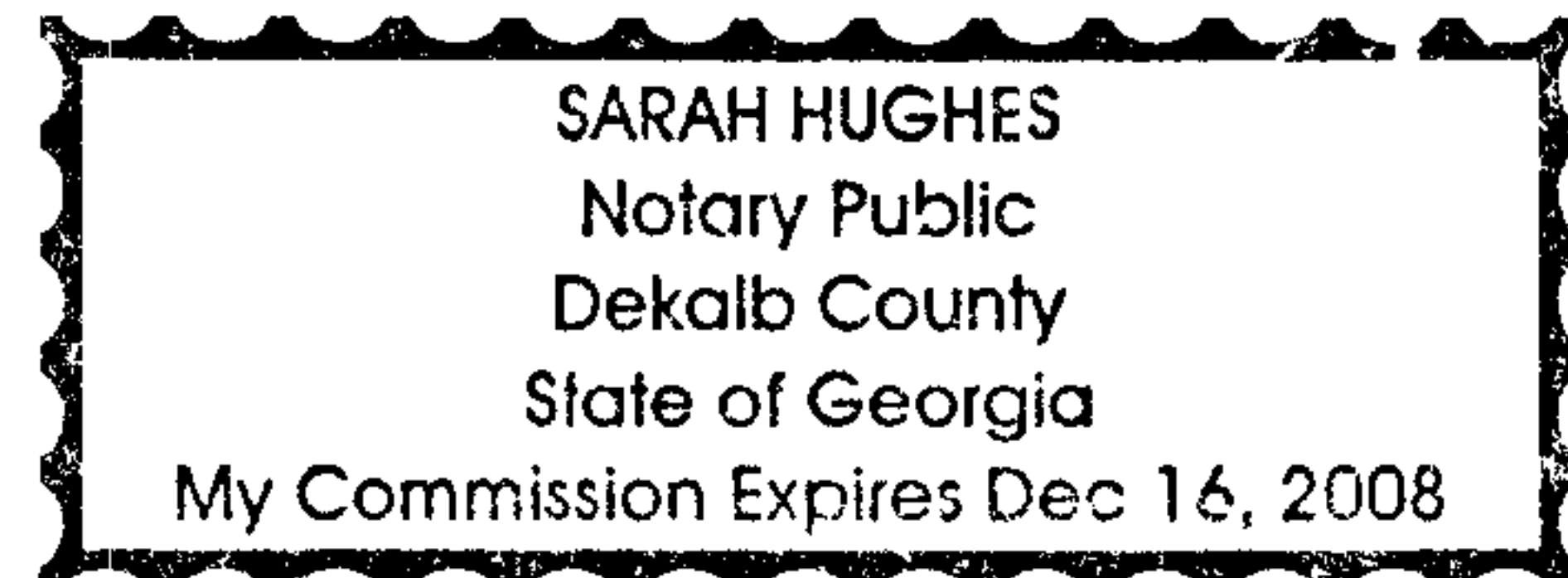
I, the undersigned Notary Public in and for said County and State, hereby certify that R. Todd Shutley, who is known to me and whose name as Senior Vice President and Manager of SUNTRUST EQUITY FUNDING, LLC, a Delaware limited liability company, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntary for and as the act of said limited liability company

Given under my hand this the 20 day of December, 2007.


NOTARY PUBLIC

My Commission Expires: _____

NOTARIAL SEAL





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EXHIBIT A-1

Legal Description of Released Portion

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 NW 1/4 and the NE 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 475.06 feet to a point; thence 28°31'55" to the left in a Northwesterly direction a distance of 413.33 feet to a point; thence 11°02'21" to the left in a Northwesterly direction a distance of 273.00 feet to a point; thence 74°00'00" to the left in a Westerly direction a distance of 16.64 feet to a point; thence 24°27'20" to the left in a Southwesterly direction a distance of 55.73 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 Northeasterly right-of-way line of Greystone Way; thence 91°09'24" to the left in a Southeasterly direction along the Northeasterly 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 Northeasterly 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.

Containing 7.167 acres.



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EXHIBIT A-2


Legal Description of Land

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 NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Commence 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 475.06 feet to a point; thence 28°31'55" to the left in a Northwesterly direction a distance of 413.33 feet to a point; thence 11°02'21" to the left in a Northwesterly direction a distance of 273.00 feet to a point; thence 74°00'00" to the left in a Westerly direction a distance of 16.64 feet to the Point of Beginning; thence continue along the last described course in a Westerly direction a distance of 288.36 feet to a point; thence 20°40'00" to the right in a Northwesterly direction a distance of 405.00 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road); thence 77°00'00" to the left in a Southwesterly direction along the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road) a distance of 702.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 5689.58 feet and a central angle of 0°49'53"; thence in a Southwesterly direction along the arc of said curve and the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road) a distance of 82.57 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 25.60 feet and a central angle of 89°07'58", said curve lying on the Northeasterly right-of-way line of Greystone Way; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve and the right-of-way line of Greystone Way a distance of 39.83 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 272.56 feet to a point; thence 3°37'56" to the right in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 157.86 feet to a point; thence 3°37'56" to the left in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 250.12 feet to a point; thence 88°50'36" to the left in a Northeasterly direction (leaving said right-of-way line) a distance of 72.81 feet to the P.C. (point of curve) of a curve to the right having a radius of 370.50 feet and a central angle of 23°26'54"; thence in a Northeasterly direction along the arc of said curve a distance of 151.63 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 517.00 feet and a central angle of 24°29'13"; thence in a Northeasterly direction along the arc of said curve a distance of 220.95 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 70.27 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 25.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 39.65 feet to the P.C. (point of curve) of a curve to the left having a radius of 655.00 feet

and a central angle of $47^{\circ}12'36''$; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of 539.70 feet to a point; thence $78^{\circ}56'03''$ to the right (angle measured to tangent) in a Northeasterly direction a distance of 55.73 feet to the Point of Beginning

Containing 15.980 acres.


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