

\$ 3,837,923.00

PREPARED BY:

David L. Gildernew
Metropolitan Life Insurance Company
2400 Lakeview Parkway, Suite 400
Alpharetta, Georgia 30004
(678) 319-2121

SEND TAX NOTICE TO:

Daniel Senior Living of Inverness I, LLC
3595 Grandview Parkway, Suite 400
Birmingham, Alabama 35243
Attn: John Gunderson



20080501000179640 1/21 \$3909.00
Shelby Cnty Judge of Probate, AL
05/01/2008 04:14:38PM FILED/CERT

STATUTORY WARRANTY DEED

THE STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration to the undersigned grantor, METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "Grantor"), in hand paid by DANIEL SENIOR LIVING OF INVERNESS I, LLC, an Alabama limited liability company (the "Grantee"), the receipt whereof is hereby acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama, all that property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Subject, however, to the following:

1. All ad valorem taxes for the year 2008, a lien but not yet due and payable.
2. Mineral and Mining Rights that are not owned by the Grantor.
3. Applicable zoning ordinances.
4. All restrictions, rights-of-way, easements, reservation agreements, and set back lines of record and any and all other restrictions, limitations and other matters of record.
5. Restrictions attached hereto as Exhibit B, and incorporated herein by reference.

TO HAVE AND TO HOLD unto the DANIEL SENIOR LIVING OF INVERNESS, I, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, METROPOLITAN LIFE INSURANCE COMPANY has caused these presents to be executed by its duly authorized officer the 1st day of MAY, 2008.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY,
A New York corporation

ATTEST:

By: Steven A. Soder
Its: Associate Director

By: Thomas Ryan
Name: THOMAS RYAN
Its: DIRECTOR

SK
MR

STATE OF GEORGIA)
)
FULTON COUNTY)

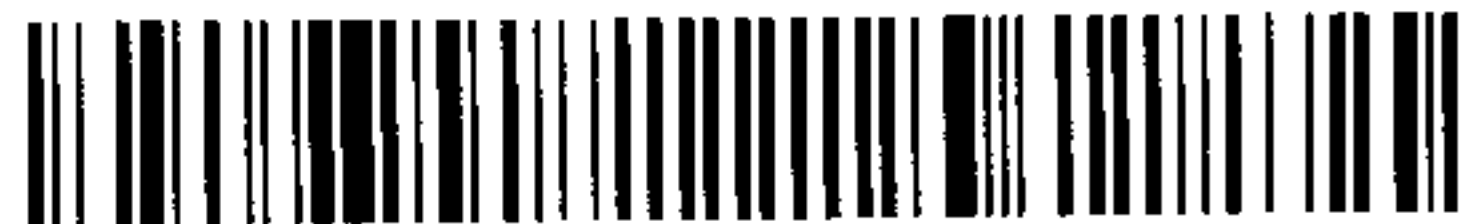
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THOMAS RYAN, whose name as DIRECTOR of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 30th day of APRIL, 2008.



Susan E. Fitzgerald
Notary Public
My Commission Expires: January 9, 2009

Exhibit "A"


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Shelby Cnty Judge of Probate, AL
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INVERNESS TRACT 31C
LEGAL DESCRIPTION

Lot 1, according to the Final Plat of Danberry Village, as recorded in Map Book 39, Page 139, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

This **EXHIBIT B** is attached to and by reference made a part of that certain Statutory Warranty Deed dated May 1, 2008, (the "Statutory Warranty Deed") from **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (hereinafter referred to as "Grantor") to Daniel Senior Living at Inverness I, LLC, an Alabama limited liability company (hereinafter referred to as "Grantee").

DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves, for the benefit of those properties which presently are, or hereafter may be designated as part of "Inverness Center", and Grantor and Grantee hereby covenant and agree that the conveyance herein of the property and the estates granted by the within and foregoing Statutory Warranty Deed (hereinafter "Property") is subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants and restrictions (these "Restrictions"), which shall run with the land and shall be binding upon Grantee, successors and assigns of Grantee, and all parties having or acquiring any right, title, or interest in and to the Property and any part or parts thereof subject to these Restrictions.

ARTICLE I **COMMENCEMENT OF CONSTRUCTION**

1.1 Time of Commencement. Grantee shall commence construction on the Property of a building or buildings (hereinafter the "Buildings"), to be used for the purposes set forth in Article II hereof, within twenty-four (24) months from the date of execution of the Statutory Warranty Deed. Commencement of construction shall be defined as grading of the Property to completion, or other tangible initiation of work by Grantee.

1.2 Plans. Grantee hereby agrees that construction of the Buildings shall substantially conform with the exterior plans and appearance specifications, if any, approved by Grantor in the manner provided in ARTICLE II hereinbelow.

1.3 Inverness Center. The Property conveyed by the Deed is hereby declared to be and is designated as part of Inverness Center.

ARTICLE II **PERMITTED USES, PLAN APPROVAL**

2.1 Permitted Uses. The Buildings to be constructed on the Property shall be so constructed and used only for the following purposes:

2.1.1 Professional business offices, professional offices occupied by physicians, surgeons, dentists, attorneys, engineers, and other similar professions; senior living facilities for all levels of care including independent living, congregate independent living, assisted living, special care, respite care, skilled nursing and other types of living accommodations in buildings designed and developed for senior citizens, together with all accessory commercial and incidental uses relating to senior living facilities including, but not limited to, dining facilities, restaurants, cafeterias, spas, libraries, exercise and meeting rooms, banks, laundries and dry cleaners, barber and beauty shops and salons, travel services, financial planning and any and all other uses found within or incidental to any senior living facilities. As the senior living industry continues to evolve, this section is not meant to exclude variations of senior living care or housing or new or different terminology describing senior living care or housing.

2.1.2 Business office used exclusively for office purposes or other compatible uses.

2.1.3 Single-family residential uses, including, without limitation, patio or garden homes for seniors citizens, and all other uses found within or incidental thereto.

2.1.4 Other compatible uses as may be approved in writing by Grantor.

2.1.5 Any use hereunder shall comply with all laws, ordinances, rules, regulations and requirements of any governmental authority or agency having jurisdiction over the Property, including those relating to the use, maintenance, storage and disposal of "hazardous substances" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as may be amended from time to time), contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any governmental unit.

2.1.6 The Property shall not be used or occupied (a) as a nightclub, bar (not incidental to a permitted restaurant), restaurant incorporating more than ten (10) coin-operated amusements or showing adult movies to its customers, theater, discotheque, or social encounter bar/restaurant such as Hooters, as Hooters is presently operated in the metropolitan Birmingham, Alabama area (provided, however, restaurants such as Houston's, Ruby Tuesday, Canyon Café, etc. shall be expressly permitted hereunder), (b) for any business or use which creates strong, unusual or offensive odors (except cooking odors), fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittent beat, frequency, shrillness or loudness; or creates unusual fire, explosives or other hazards, (c) as a bowling alley; billiard parlor; funeral parlor or mortuary; flea market; coin-operated laundromat (except as an ancillary use for senior living facilities); industrial manufacturing facilities; automobile, RV, truck

or trailer dealership; skating rink; adult bookstore or establishment selling, exhibiting or distributing nude, pornographic or obscene materials, including, without limitation, massage parlor; topless or nude bar or lounge; so called head shop; amusement arcade or game room; body and fender shop; off-track betting parlor; or kennel or pet store having outdoor boarding facilities; (d) as a motor vehicle service station or establishment for the repair or maintenance of motor vehicles; (e) as a pregnancy termination clinic, planned parenthood and federally or state funded (in whole or part) medical services clinic; (f) child care facility; and (g) church or religious use (except as an ancillary use for senior living facilities).

2.2 Quality of Appearance. The exterior of the Buildings and the site development on the Property will be planned and constructed to a level of quality and appearance comparable to the other high quality office or residential buildings in Inverness Center and in the U.S. Highway 280 Corridor. The exterior appearance of the Buildings and the site development on the Property shall be compatible with the existing appearances and site development schemes of office buildings or residential communities in Inverness Center. Grantor acknowledges that, with respect to any (a) office buildings to be constructed on the Property, exteriors consisting of pre-cast concrete, brick and glass shall be at all times acceptable materials, and (b) residential buildings to be constructed on the Property, exteriors consisting of brick, stone, and cementous siding shall be at all times acceptable materials. All utilities serving the Property or the Buildings or both shall be underground except for temporary utilities for construction purposes and Grantee shall pay any additional costs to any utility company for such underground service; all exterior lighting placed on the Property or the Buildings shall conform to those types of lighting which

are compatible with similar Class A high quality office buildings or residential communities in Inverness Center or in the U.S. Highway 280 Corridor.

2.3 Plan Approval. Construction of the Buildings or site development of the Property shall not commence unless and until Grantee has obtained from Grantor, in the manner set forth herein below, Grantor's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Buildings and site development on the Property, including, without limitation, plans and specifications for the exterior of the Buildings. The scope of review by Grantor shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a Letter of Approval of the Grantor, a copy of which must be signed by the Grantee, and returned to the Grantor for retention, is strictly prohibited. In the event the Grantor no longer owns properties at Inverness, Grantor shall give notice to Grantee to indicate the party to whom the proposed plans are to be forwarded. All such plans and specifications shall be submitted to Grantor for Grantor's review and approval or disapproval in the following manner:

2.3.1 Preliminary Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, preliminary plans of the front exterior elevation, of the Buildings; specifications for exterior materials of the Buildings; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs (collectively, the "Site Layout"). Within twenty (20) business days from the date Grantor receives all such preliminary plans and specifications in whole, Grantor will give Grantee written notice of Grantor's

approval or disapproval thereof, which approval shall not be denied if the design of the Buildings is consistent with the design of other similar types of modern high quality office buildings or residential communities in Inverness Center or the U.S. Highway 280 Corridor. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such preliminary plans and specifications. To the extent Grantor approves or is deemed to have approved Grantee's Site Layout, then so long as the final plans and specifications submitted by Grantee to Grantor pursuant to Section 2.3.2 below are substantially similar to the Site Layout, then Grantor shall be obligated to approve those portions of the final plans and specifications which conform to the Site Layout.

2.3.2 Final Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, final plans, specifications and samples which shall include, without limitation, working drawings of the exterior of the Buildings, final specifications of exterior materials of the Buildings, working drawings of the front elevation of the Buildings, detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within twenty (20) business days from the date Grantor receives all such final plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such final plans and specifications. The construction of the Buildings and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Grantor, if any.

2.4 Additional Construction. From and after the time the Buildings are completed in accordance with the provisions of Sections 2.1 through 2.3, or otherwise completed, Grantee will not construct any additional buildings without first procuring Grantor's consent to the exterior components thereof.

2.5 Modification to Buildings. Any material modifications of the exterior of the Buildings or of the site development of the Property which are proposed by Grantee subsequent to Grantor's approval of the final plans and specifications in accordance with Section 2.3.2 will be in character with the final plans and specifications so approved by Grantor and compatible with the architecture of other structures and with the site development (including, without limitations, signs, driveways, curbs, and landscaping) of Inverness Center. Grantee shall make no such material and adverse modification unless and until Grantee first obtains Grantor's approval of preliminary and final plans and specifications therefor. Grantor's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.3, except that Grantor shall give Grantee written notice of its approval or disapproval of such plans within fifteen (15) business days of its receipt of all plans and specifications.

2.6 Signs. Any free standing signage shall be subject to Grantor's sole approval.

2.7 Disapproval of Plans. In the event Grantor ever disapproves any preliminary or final plans or specifications of the Buildings or of any modification of the Buildings or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2.3 through 2.6, Grantor shall specify in detail those objections which Grantor may have to same. The factors which Grantor may consider in determining the approval or disapproval of any preliminary and final plans and specifications are to include the following:

2.7.1 Aesthetics;

2.7.2 Exterior or exposed materials;

2.7.3 Site Layout; and

2.7.4 If Grantor shall disapprove the final plans and the parties are unable to agree upon such final plans, Grantee shall either amend said plans to meet Grantor's objections, or, if said revised plans do not satisfy Grantor's objections, then Grantor shall repurchase the Property in its unimproved original state at the purchase price paid for same in accordance with the provisions of Section 2.7.5 below.


2.7.5 If Grantor repurchases the Property;

(a) The purchase price shall be the same price Grantee paid to Grantor for the Property.

(b) The closing of the repurchase shall take place within thirty (30) days following Grantee's notice to Grantor that it will not further modify its plans to meet Grantor's objections at a time and place in Birmingham, Alabama, designated by Grantor by written notice to Grantee at least ten (10) business days prior thereto.

(c) At closing, the purchase price (as provided in Paragraph 2.7.7(a) above) shall be paid by Grantor to Grantee in immediately available funds (including, without limitation, a cashier's check).

(d) At closing, Grantee shall deliver to Grantor a statutory warranty deed, duly executed by Grantee, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the exceptions contained in this Statutory Warranty Deed affecting the Property.


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(e) At closing, all real property and ad valorem taxes and other taxes and assessments levied upon or assessed against the Property for the year in which the closing occurs shall be prorated as of the closing date.

(f) Grantee will deliver exclusive possession of the Property on the closing date.

2.8 Drainage Provisions. The following provisions shall apply to drainage:

2.8.1 In connection with the construction of the Buildings and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage of the Property affected by such construction and development as is satisfactory to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Grantor harmless against any and all loss, cost, damage, or injury which Grantor shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Property after said proposed construction and development.

2.8.2 Existing drainage on the Property shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities. Grantor shall work with the Grantee and in accordance with the governing body/authority concerning any changes to drainage and procure requisite approvals from the proper agencies prior to any alteration of existing drainage.

2.9 Building Setback. The Buildings to be constructed on the Property shall each maintain a thirty (30) foot non-disturbed setback around the perimeter of Lake Heather.

2.10 Density. The Buildings shall be constructed in such a manner as to cause compliance at all times with the land use density requirements established by the applicable zoning authority and as set forth in the Inverness PUD Regulations.

2.11 Fees and Expenses of Plan Review. In the event that the Grantee elects to construct any buildings on the Property resulting in more than one (1) design review by Grantor (such review is pursuant to Article II of this Exhibit "B" to the Deed), it shall reimburse Grantor for any and all cost and expense incurred by Grantor in conducting such additional design review(s) for any such additional buildings proposed to be constructed on the Property. Such cost and expense shall be pre-paid to the Grantor by the Grantee at the time of delivery of the preliminary plans referenced in Paragraph 2.3.1 above.

2.12 Certificate of Commencement. Grantor agrees, upon commencement of construction of any Buildings on the Property and the approval of plans for such Buildings and improvements to the Property by Grantor, to execute and deliver to Grantee a written instrument in recordable form acknowledging that (a) all plans required to be delivered to Grantor pursuant to Article II have been approved by Grantor, (b) the uses for which the Property will be used, as reflected in such plans, satisfy the terms and provisions of Section 2.1 and (c) construction of one or more Buildings on the Property has commenced as required by Section 1.1 above. Upon the issuance of such written instrument by Grantor, the terms and provisions of Sections 1.1, 1.2, 2.2, 2.3, 2.3.1, 2.3.2 and Article V hereof shall be deemed to have been satisfied.

ARTICLE III

REPAIR OF DAMAGE; INDEMNITY

3.1 Grantee shall repair, restore, or replace, as Grantor shall direct, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in

connection with the construction of the Buildings or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within; and Grantee hereby agrees to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

ARTICLE IV **MAINTENANCE**

4.1 Maintenance of Property. After construction of any Buildings on the Property is completed, the Property and areas contiguous to road right of ways including any future access roads, shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality at least equal to the maintenance of other sites or common areas maintained in similar projects in Inverness. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, Grantor, its representatives, agents, or employees shall have the right, after fourteen (14) days' prior written notice to Grantee, to enter onto the Property and perform all work reasonably needed or desired in order to maintain the Property in the manner provided above; provided, however, that if following the giving of such written notice by Grantor, Grantee has in good faith commenced action to remedy such default, then Grantor shall not be entitled to exercise the rights granted herein to Grantor. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Grantor such reasonable documented costs and expenses as Grantor shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Grantor for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

4.2.1 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

4.2.2 All building debris, stumps, trees, etc., must be removed from the Property by builder as often as necessary to keep the Property attractive. Such debris shall not be dumped in any area of Inverness.

4.2.3 During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as to not unnecessarily damage any other adjacent property.

ARTICLE V

RIGHT OF REPURCHASE

5.1 Failure to Begin Construction. In addition to all other rights and remedies for breach of these Restrictions, in the event the time period for commencement of construction set out in Section 1.1 is not fully complied with, Grantor shall have the right, but not the obligation, to repurchase the Property for an amount equal to the purchase price paid by Grantee to Grantor for the Property.

5.2 Resale. In the event that (i) the Grantee desires to convey the Property to any party which is not Grantee's parent, subsidiary, an affiliated corporation or any entity which is directly or indirectly controlled by a parent, subsidiary or affiliated corporation of Grantee prior to the expiration of twenty-four (24) months after the date of execution of this Statutory Warranty Deed, and (ii) the Grantee and/or its transferee has not begun construction of the Buildings thereon within such twenty-four (24) month period, then Grantor shall have and retains the option to repurchase the Property from Grantee at an amount equal to the purchase price paid by Grantee to Grantor for the Property. Grantee shall give Grantor written notice of Grantee's desire to sell the Property (the "Grantee's Notice") and Grantor shall have ten (10) days after receipt of Grantee's Notice to give written notice to Grantee of its intent to repurchase. Should Grantor fail to give written notice to Grantee exercising the repurchase right reserved herein

within ten (10) days following receipt of Grantee's Notice, then Grantor shall be deemed to have waived its right of repurchase set forth in this Article V.

5.3 Time to Repurchase. In the event Grantor, in its sole election and at its sole discretion, so elects to repurchase the Property under the provisions of Section 5.1, Grantor shall give Grantee written notice of such election to repurchase within thirty (30) days after the date which is twenty-four (24) months from the date of execution of this Statutory Warranty Deed. If Grantor does not so notify Grantee within such thirty (30) day period, Grantor shall be deemed to have waived its right of repurchase under Section 5.1. In the event Grantor declines to exercise its right to repurchase under Section 5.1, or fails to notify Grantee within such thirty (30) day period, then Grantee shall be free to construct on the Property such Buildings as shall be compatible with other office buildings or residential communities in Inverness Center or the U.S. Highway 280 Corridor and shall be free to choose such site development plan as shall be compatible with other portions of said surrounding Inverness Center common area, subject to the use restrictions in Section 2.1. In the event Grantor gives notice of the intent to repurchase pursuant to Sections 5.1 or 5.2 to Grantee within the applicable time period, the closing of the repurchase by Grantor shall be consummated with ten (10) days following the giving of written notice by Grantor of the exercise of such repurchase option. If Grantee timely commences construction of any buildings on the Property in compliance with the terms and provisions of Section 1.1 above, then the terms and provisions of this Article V shall expire, be deemed null and void and of no further force or effect.

ARTICLE VI

GENERAL RESTRICTIONS

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Inverness area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be properly screened.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers, garbage compactor units or dumpsters. Garbage containers and dumpsters, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

6.5 Access. The Property shall be accessed solely from Inverness Center Drive and an emergency access drive will be permitted from Lake Heather Drive.

ARTICLE VII

ENFORCEMENT

7.1 In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Grantor shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to

prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Grantor shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII
DURATION AND AMENDMENT

8.1 The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of the Grantor, its successors and assigns, but in no event longer than twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by the Grantor.

ARTICLE IX
RECIPROCAL NEGATIVE EASEMENTS

9.1 Grantor and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Grantor and Grantee that only the Property shall be restricted thereby. Grantor hereby expresses its general intent to use these same restrictions, as they may be modified, on other property in Inverness, as it may be specifically designated by deed as such from time to time.

ARTICLE X
SEVERABILITY

10.1 Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

ARTICLE XI
FORCE MAJEURE

11.1 Notwithstanding anything provided in these Restrictions to the contrary, if the performance of any action by either party herein is prevented or delayed by any matters of Force Majeure, as herein defined, then the time for performance of such actions will be extended for the period that such action is delayed or prevented by such cause. As used herein, the term "Force Majeure" shall mean any delays which are occasioned by or result from acts of God, inclement weather, labor or material shortages, labor strikes, work stoppages, war, civil unrest, riots and any other causes beyond the reasonable control of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused these Restrictions to be properly executed and attached to the Statutory Warranty Deed which will be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation

By: *[Signature]*

Name: Gary D. Dinka

Title: Director

STATE OF Florida
COUNTY OF Hillsborough

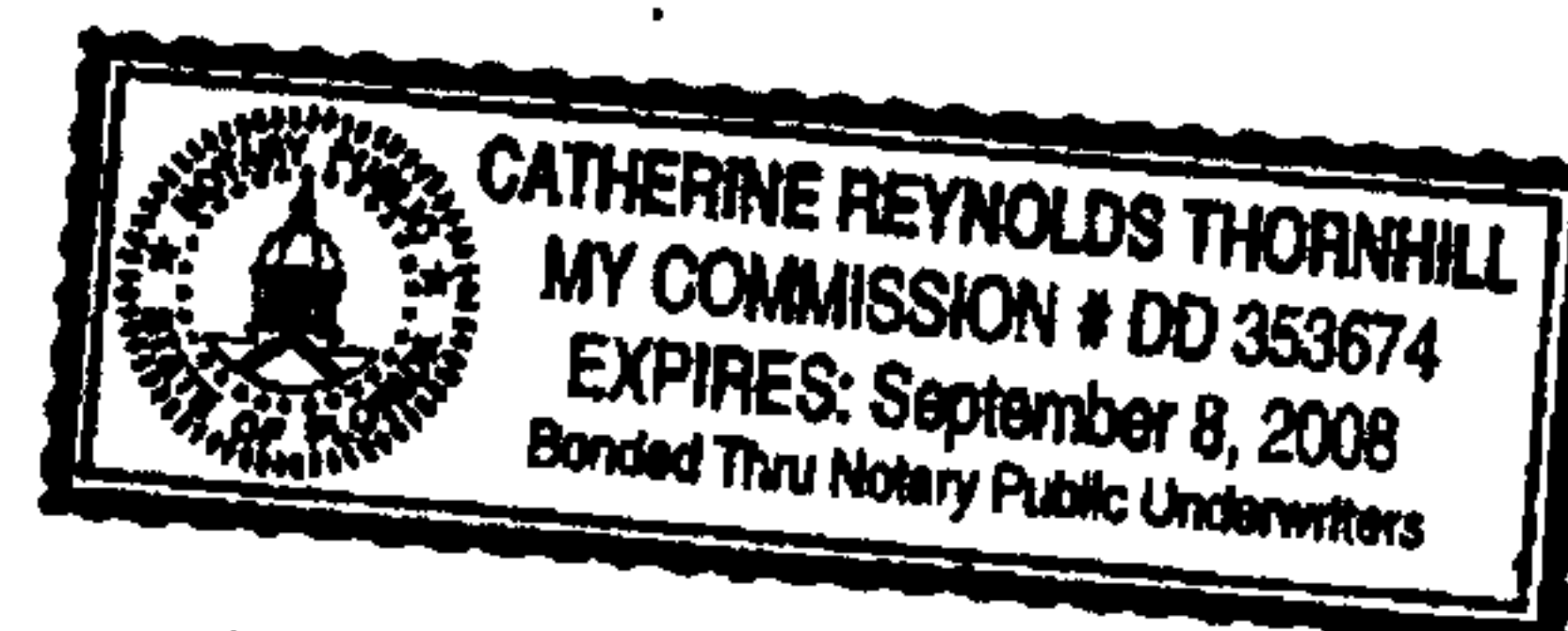
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gary D. Dinka, whose name as Director of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 1st day of May, 2008.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 9-8-2008



GRANTEE:

DANIEL SENIOR LIVING OF INVERNESS I, LLC,
an Alabama limited liability company

By: Daniel Management Corporation,
an Alabama corporation, Its. Manager

By: [Signature]
Name: John D. Gunderson
Title: Sr Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN D. GUNDERSON, whose name as Sr. VICE-PRESIDENT of Daniel Management Corporation, an Alabama corporation, which is the Manager of Daniel Senior Living Inverness I, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal, this 1st day of May, 2008.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES FEBRUARY 15, 2009

Shelby County, AL 05/01/2008
State of Alabama
Deed Tax: \$3838.00