


RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Greystone Servicing Corporation, Inc.
(Att: Leslie Dominy)
419 Belle Air Lane
Warrenton, VA 20186


20090312000089780 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/12/2009 09:20:55AM FILED/CERT

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AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE (this "Memorandum") is made as of the 12th day of March, 2009, by and between PELHAM SENIOR LIVING TRIPLE NET, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 41 Independence Way, Jersey City, New Jersey 07305 (the "Lessor"), and MATURE OPTIONS ELDERCARE, INC. (as successor in interest to Mature Options Eldercare, LLC), a corporation organized and existing under the laws of the State of Alabama and having its principal place of business at 4072 Milners Crescent, Birmingham, Alabama 35242 (the "Lessee").

RECITALS:

1. The premises described in the attached Schedule "A" are subject to a certain Lease Agreement dated August 31, 2006, a memorandum of which is recorded in the land records of the Probate Office of Shelby County, Alabama, as Instrument Number 20060907000441460, which Lease Agreement was heretofore amended, assigned and assumed, and which Lease Agreement was heretofore subordinated as described in a certain Subordination, Non-Disturbance and Attornment Agreement dated May 21, 2007, and recorded in the land records of the Probate Office of Shelby County, Alabama, as Instrument Number 20070524000242270, and which Lease Agreement was assumed by the Lessee and further amended by the Lessor and the Lessee by way of a certain Assumption, Amendment and Subordination of Lease dated the date hereof, and which Lease Agreement was further subordinated as described in a certain Subordination, Non-Disturbance and Attornment Agreement dated the date hereof among the Lessor, the Lessee and Greystone Servicing Corporation, Inc. (the "Mortgagee") recorded in the land records of the Probate Office of Shelby County, Alabama, concurrently herewith (collectively, the "Lease").

2. Pursuant to the Lease, the Lessor leases said premises to the Lessee for the Lessee's use and operation of a group assisted living facility and related operations licensed by the Alabama

Department of Public Health. The term of the Lease shall continue as provided therein, or unless sooner terminated as provided in that certain Regulatory Agreement Nursing Homes dated the date hereof between the Lessee and the U.S. Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing - Federal Housing Commissioner (the "Secretary"), to which this Memorandum is attached to and made a part thereof (collectively, the "Nursing Home Regulatory Agreement").

NOW THIS AGREEMENT WITNESSETH that the Lessor has leased, and hereby does lease, the premises hereinbefore described for the term above stated with rights as above set forth upon the conditions and covenants contained in the Lease, all of which are incorporated herein by reference. As provided in a Subordination, Non-Disturbance and Attornment Agreement dated the date hereof and referenced in paragraph 1 above, the Lease shall at all times hereafter, and under all circumstances, be and remain subject and subordinate to all covenants, agreements, terms and conditions of a certain Mortgage of even date herewith given by the Lessor to the Mortgagee, which Mortgage was likewise recorded concurrently herewith in the land records of the Probate Office of Shelby County, Alabama (the "Mortgage"), and to the first lien thereof, and shall likewise remain subject and subordinate to any and all extensions or modifications thereof, however evidenced, and shall hereafter remain subject and subordinate to all covenants, agreements, terms and conditions of the Nursing Home Regulatory Agreement and that certain Regulatory Agreement for Multifamily Housing Projects of even date herewith by and between the Lessor and the Secretary, and any other agreements or documents that are given in connection with or in any way related to the Mortgage.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed this Memorandum as of the day and year first above written.

Lessor:


PELHAM SENIOR LIVING TRIPLE NET, LLC,
a Delaware limited liability company,

By: Michael Barber
Michael Barber, Managing Member

Lessee:

MATURE OPTIONS ELDERCARE, INC.,
an Alabama corporation

By: Rea A. Oliver
Rea A. Oliver, President


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STATE OF ALABAMA NY)
COUNTY OF JEFFERSON NY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael Barber whose name as the Managing Member of Pelham Senior Living Triple Net, LLC, 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 the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 5 day of March, 2009.

Laura Nelson
Notary Public
LAURA NELSON
Notary Public, State of New York
No. 01NE5083319
My Commission Expires: Qualified in New York County
Commission Expires August 11 2009

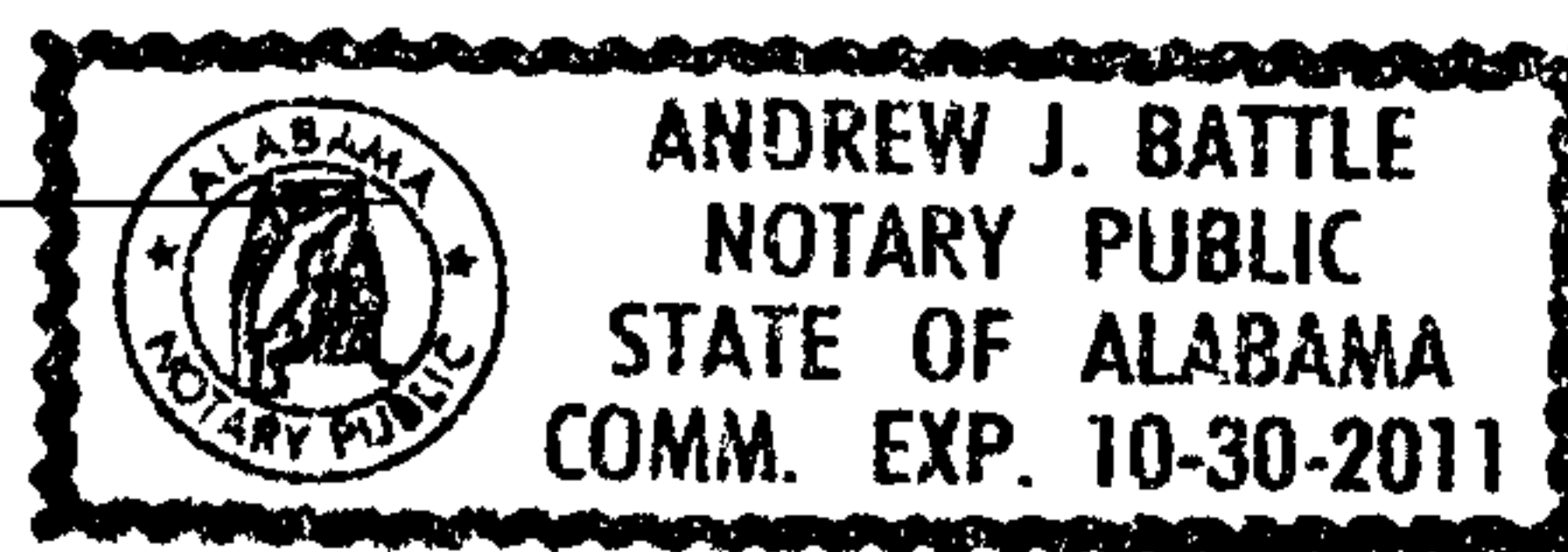
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rea A. Oliver whose name as the President of Mature Options Eldercare, Inc., 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 the 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 this 9th day of March, 2009.

Andrew J. Battle
Notary Public

My Commission Expires: _____



SCHEDULE "A"


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Real Property Description

A part of Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West; thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ 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 degrees 32 minutes 26 seconds and run Northeasterly 247.63 feet to a point on the Southwesterly Right of Way of Old Montgomery Highway; thence turn right 92 degrees 00 minutes 07 seconds and run Southeasterly along said Right of Way line 294.56 feet; thence turn right 90 degrees 42 minutes 00 seconds and run Southwesterly 92.59 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.