

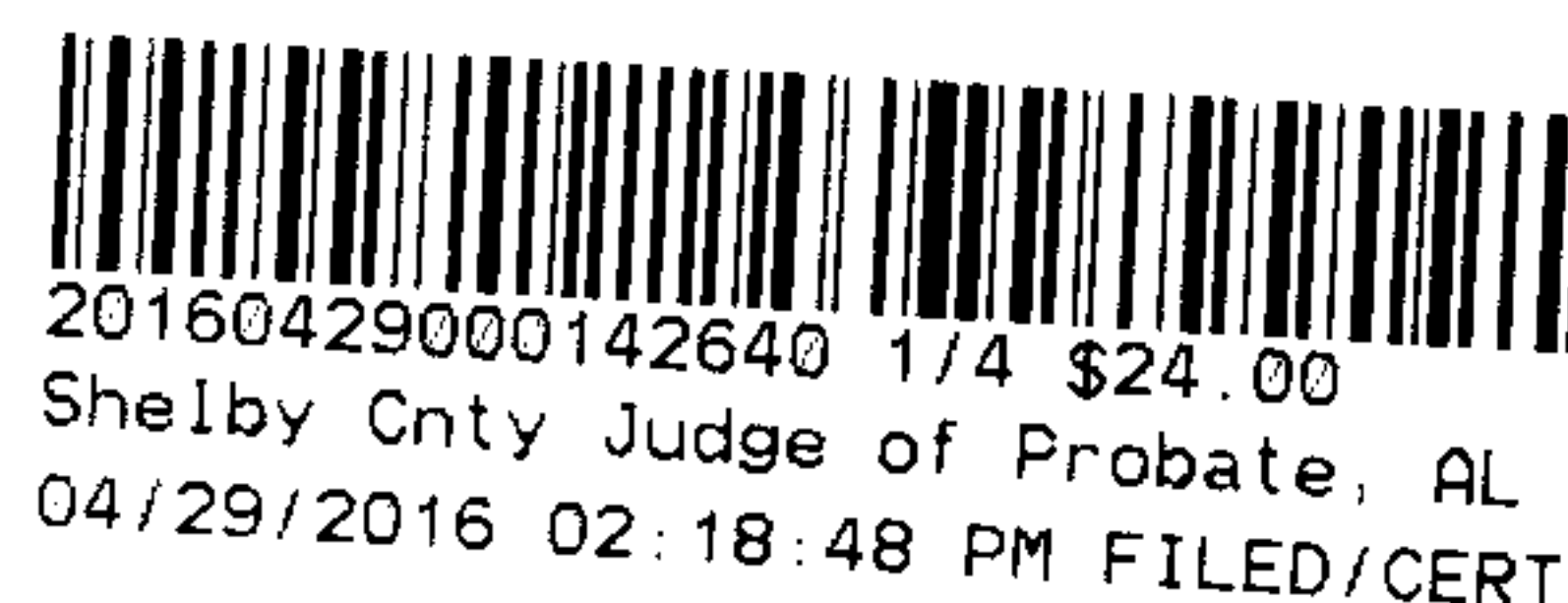
## MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** is dated April 28<sup>th</sup>, 2016 by and between **THE HOUSING AUTHORITY OF THE CITY OF COLUMBIANA, ALABAMA**, a public body corporate and politic organized under the laws of the State of Alabama (“**Landlord**”), whose address is 111 Alabama Avenue, Columbiana, AL 35015 and **MOUNTAIN VIEW VILLAGE, LTD.**, an Alabama limited partnership whose address is 730 N. Dean Road, Suite 100, Auburn, AL 36830 (“**Tenant**”). The following is a correct statement of information with respect to the lease described below:

1. Landlord and Tenant have entered into a certain Amended and Restated Ground Lease dated as of the date hereof (the “**Lease**”) to which this Memorandum pertains.
2. The name of the lessor in the Lease is The Housing Authority of the City of Columbiana, Alabama.
3. The name of the lessee in the Lease is Mountain View Village, Ltd.
4. The address of Landlord and Tenant set forth in the Lease are the same as those for such parties set forth above.
5. The Leased Premises are described in Exhibit A attached hereto and incorporated herein by reference (the “Leased Premises”).
6. The commencement date of the Lease is the date hereof.
7. The expiration date of the Lease is last day of the month during which the sixty-fifth (65th) annual anniversary of the commencement date occurs.
8. Unless otherwise provided herein, all capitalized terms shall have the same meaning as set forth in the Lease.

This Memorandum contains only selected provisions of the Lease. Reference is hereby made to the Lease for all the terms and conditions, which shall control. This Memorandum does not, in any way, amend or supersede the terms of the Lease. This Memorandum may be executed in counterparts.

[remainder of page left blank]




IN WITNESS WHEREOF, Landlord and Tenant have hereby executed this Memorandum of Lease as of the date first written above.

**TENANT:**

**Mountain View Village, Ltd.,**  
an Alabama limited partnership

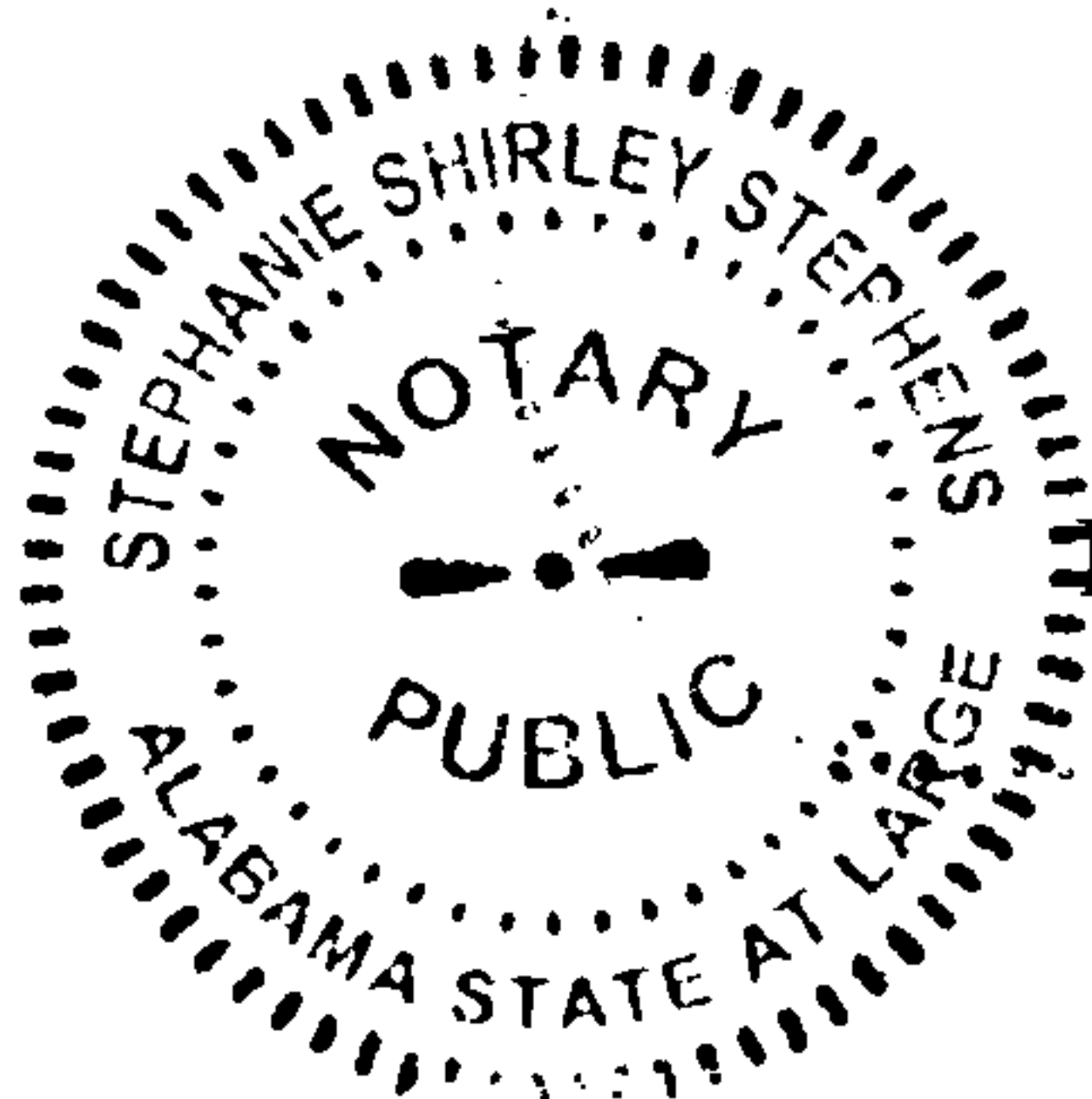
By: MVV Bennett GP, LLC,  
an Alabama limited liability company,  
its General Partner

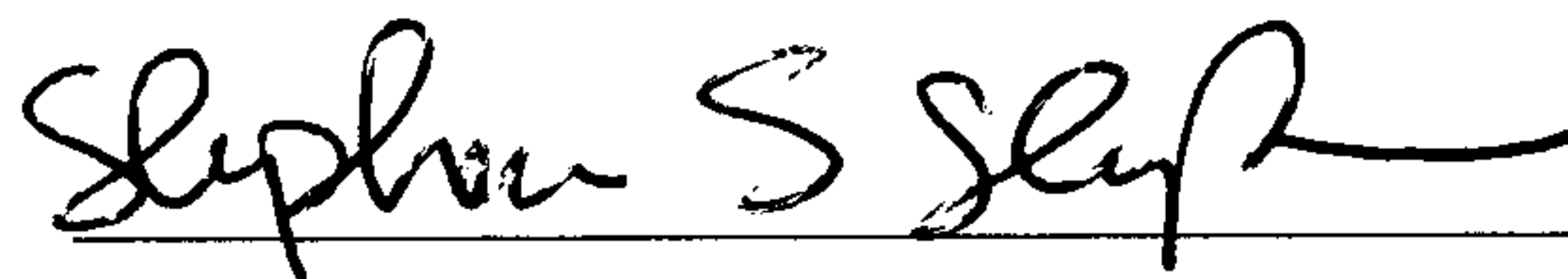
By:   
Name: Fred Bennett  
Title: Manager

STATE OF ALABAMA )  
 )  
COUNTY OF Jefferson ) ss:

On the 28th day of April, 2016, before me, the undersigned officer, personally appeared Fred Bennett, who acknowledged himself to be the Manager of MVV Bennett GP, LLC, an Alabama limited liability company, as General Partner of Mountain View Village, Ltd., an Alabama limited partnership, and he being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as Manager of MVV Bennett GP, LLC, as General Partner of Mountain View Village, Ltd.

In witness whereof I hereunto set my hand.






Notary Public/My Commission Expires: My Commission Expires 10/23/16

**LANDLORD:**

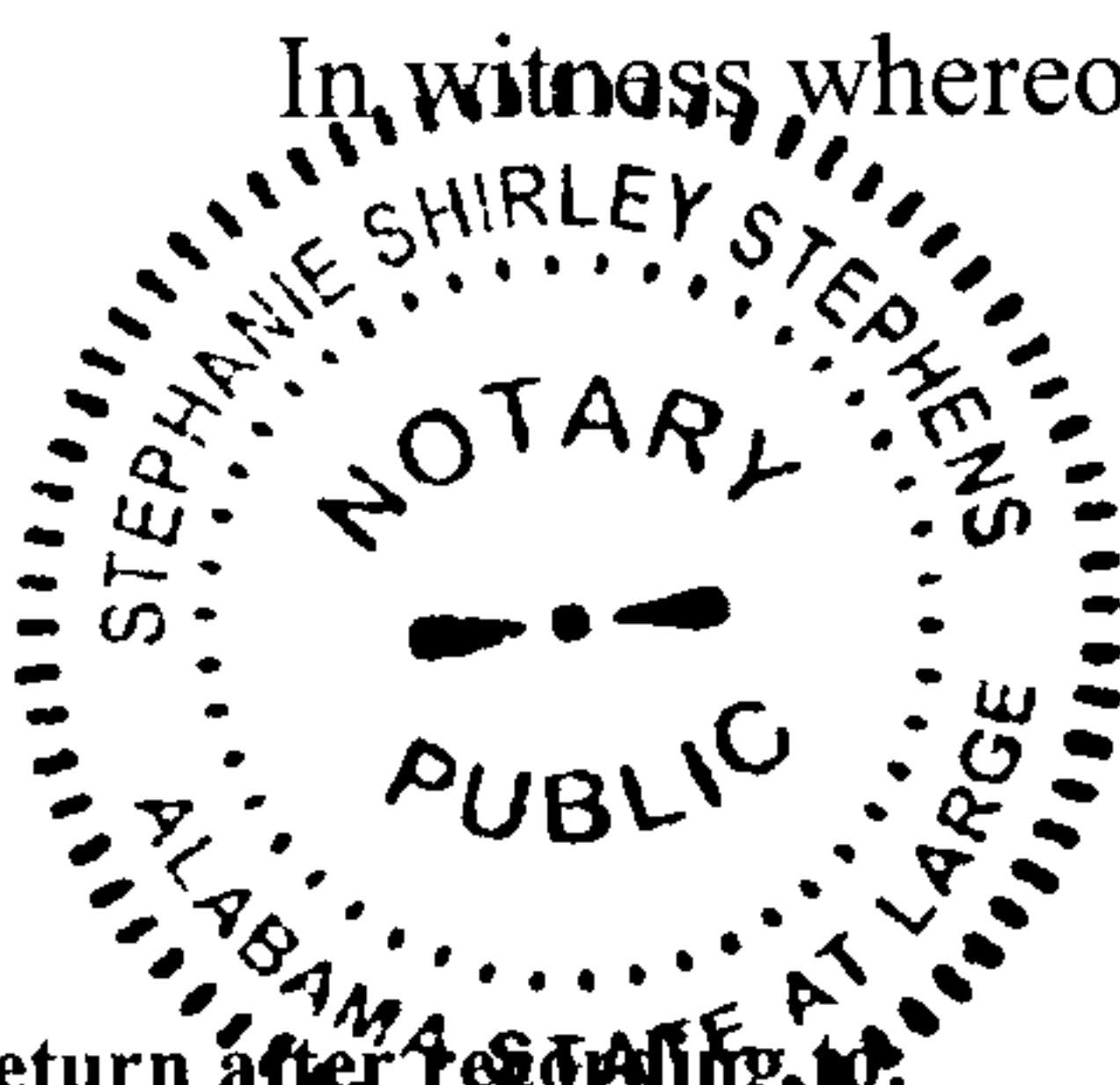
**The Housing Authority of the City of  
Columbiana, Alabama**, a public body  
corporate and politic, organized and existing under  
the laws of the State of Alabama

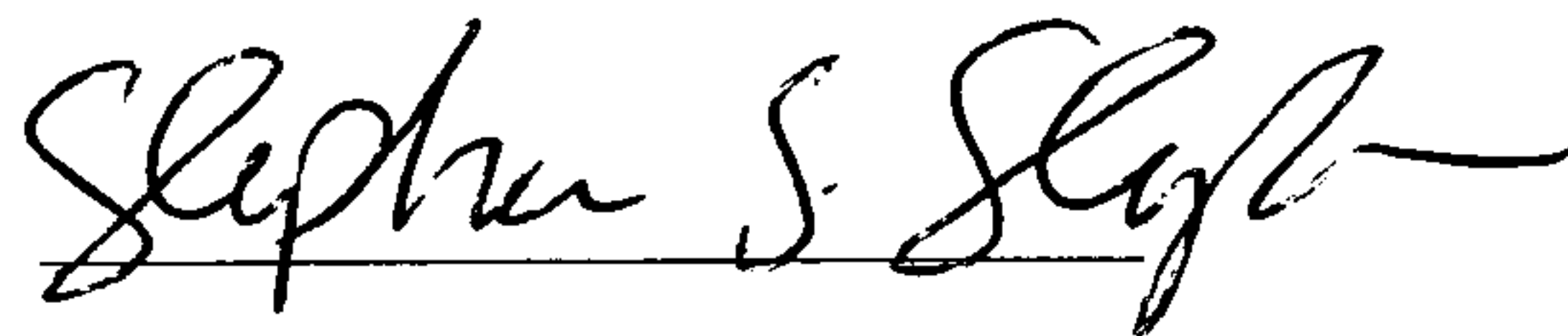
By:   
Name: Peggy Horton  
Title: Executive Director

STATE OF ALABAMA )  
                    *Jefferson* )      ss:  
COUNTY OF ~~SHELBY~~ )

On this 28<sup>th</sup> day of April, 2016, before me, the undersigned officer, personally  
appeared Peggy Horton, who acknowledged herself to be the Executive Director of The Housing  
Authority of the City of Columbiana, Alabama, a public body corporate and politic, and he, as  
such officer, being authorized so to do, executed the foregoing instrument for the purposes  
therein contained as his free act and deed and the free act and deed of The Housing Authority of  
the City of Columbiana, Alabama, by signing the name of The Housing Authority of the City of  
Columbiana, Alabama by herself as Executive Director.


In witness whereof I hereunto set my hand.





Notary Public/My Commission Expires:      My Commission Expires 10/23/16

Return after Recording to:  
Julie McGovern  
Reno & Cavanaugh, PLLC  
455 Massachusetts Avenue, NW  
Suite 400  
Washington, DC 20001  
Phone: (202) 783-2800  
Fax: (202) 783-0550


  
20160429000142640 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
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**Exhibit A (to Memorandum of Lease)**

A TRACT OR PARCEL OF LAND CONTAINING 9.41 ACRES LOCATED IN AND BEING A PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT A 1/2" REBAR AND CAP STAMPED PRECISION CA-788 AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA GO SOUTH 88°34'08" EAST 679.30 FEET TO A DISTURBED 1/2" REBAR & CAP STAMPED PRECISION CA-788; THENCE SOUTH 00°41'53" WEST 601.47 FEET TO A DISTURBED 1" PINCHED PIPE; THENCE NORTH 88°46'13" WEST 681.00 FEET TO A BROKEN 1" OPEN TOP PIPE; THENCE NORTH 00°51'43" EAST 603.84 FEET TO THE POINT OF BEGINNING.

  
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