BVT 51

THIS INSTRUMENT PREPARED BY: BASS, BERRY & SIMS (CDB)
2700 First American Center Nashville, Tennessee 37238

SHORT FORM GROUND LEASE

THIS LEASE (the "Lease") is made and entered into on this 18th day of March, 1988, by and between VANDERBILT UNIVERSITY, a Tennessee not-for-profit corporation (said corporation and its successors and assigns with respect to the Premises hereinafter called the "Landlord"), and VILLAGE OF VANDERBILT, LTD., a Tennessee limited partnership, having RCMV, Inc. as its general partner (said partnership and its successors and assigns with respect to this Lease hereinafter called the "Tenant").

Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("the Premises") in Nashville, Davidson County, Tennessee, which is depicted as Lots 1 and 2 on the plat of Villages at Vanderbilt of record in Book 6900, page 612, Register's Office of Davidson County, Tennessee. Landlord hereby reserves rights of access for emergency, safety, sanitation, and Vanderbilt University related vehicular and pedestrian traffic over the Premises, at locations designated by Tenant from time to time, between (i) both (x) Twenty-first Avenue South and (y) the existing driveway serving the easterly portion of the property of Vanderbilt University located to the north of the Premises and (ii) the existing driveway serving the westerly portion of the property of Vanderbilt University located to the north of the Premises. Said driveways are depicted on the Lease Line Survey of Villages at Vanderbilt by Barge, Waggoner, Sumner & Cannon (File No. 10164-01) dated November 14, 1987. Such access may be curtailed or suspended only when and if required by construction activities on the Premises. No fence or other barrier shall be erected along the northern boundary line of the Premises unless consented to by Landlord, unless necessitated by construction activities on the Premises or by considerations of public safety, or unless necessary to maintain the value of the improvements located on the Premises.

The term of this Lease shall be for a period of seventy-five (75) years, commencing on the date of execution hereof.

All other terms, conditions, provisions, and covenants of the Ground Lease between Landlord and Tenant of even date, are

incorporated in this Lease by reference as though written out at length herein. Copies of the Ground Lease are held by both Landlord and Tenant at their respective addresses as set forth below:

LANDLORD: Vanderbilt University
305 Kirkland Hall
Nashville, Tennessee 37240
Attention: Mr. Jeff Carr
Vice Chancellor for University
Relations and General Counsel

TENANT: Village at Vanderbilt, Ltd.
The Mathews Company
One Nashville Place, Suite 1010
Nashville, Tennessee 37202
Attention: Mr. Bert Mathews

IN WITNESS WHEREOF, the parties have executed this instrument or caused this instrument to be executed the date first above written.

LESSOR:

VANDERBILT UNIVERISTY

By: _____
Its: Treasurer

LESSEE:

VILLAGE AT VANDERBILT, LTD.
By: RCMV, Inc.

By: _____
Its: President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Treasurer of VANDERBILT UNIVERSITY, the within named bargainor, a corporation, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at office in Nashville, Davidson County, Tennessee, this 18th day of March, 1988.

Suzanne M. Spencer
Notary Public

My Commission Expires:

Oct. 24, 1988

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public, Robert C. H. Mathews, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of RCMV, Inc., the corporation that is the general partner of VILLAGE AT VANDERBILT, LTD., a limited partnership, and is authorized by the corporation, the corporation being authorized by the partnership, to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 18th day of March, 1988.

Elizabeth A. Clark
Notary Public

My Commission Expires:

5-13-89

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IDENTIFICATION

MAR 23 8 35 AM '88

FILED & RECORDED
DAVIDSON COUNTY, TN