

STATE OF ALABAMA

COUNTY OF SHELBY

**STATUTORY WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 Dollars and other good and valuable considerations paid to the undersigned Grantor by Grantee, Maplewood Lane Assisted Living, LLC, an Alabama limited liability company, the receipt and sufficiency of which are hereby acknowledged, Grantor, Healthcare Management Partners, LLC, a Delaware limited liability company, in its capacity as Receiver for Mature Options, LLC, a Georgia limited liability company, pursuant to orders of the Circuit Court of Shelby County, Alabama, in a civil action styled *California Bank & Trust v. Mature Options, LLC, et al.*, CV-2011-900939.00, does by these presents GRANT, BARGAIN, SELL and CONVEY unto Maplewood Lane Assisted Living, LLC, an Alabama limited liability company (the "Grantee"), its successors and assigns, the following described property situated in Shelby County, Alabama, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference, together with all and singular the rights and appurtenances pertaining thereto, including all right, title, and interest of Grantor in and to adjacent streets, alleys and rights of way, and with all right, title, and interest of Grantor in and to all improvements located on the land (the "Property").

This conveyance is made subject to the Permitted Encumbrances reflected on Exhibit "B" attached hereto and incorporated herein by reference. The described property is parcels 13-5-15-3-008-002.000 and 13-5-15-3-008-002.001 for ad valorem tax purposes.

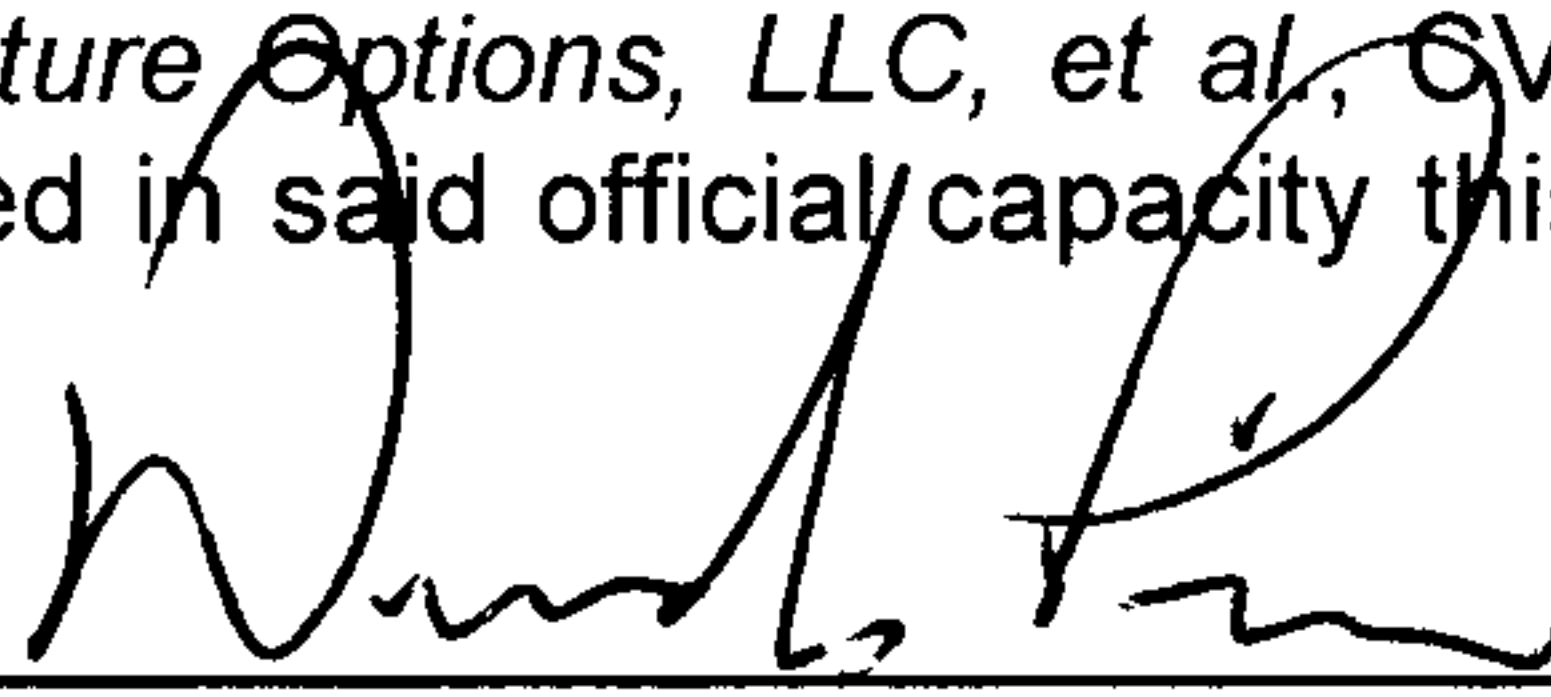
This conveyance is made under authority of the orders attached hereto as Exhibits "C" and "D" which are dated February 21, 2012 and October 11, 2012, respectively, of the Circuit Court of Shelby County, Alabama, in the civil action styled *California Bank & Trust v. Mature Options, LLC, et al.*, CV-2011-900939.00.

For ad valorem tax purposes only, the address of the described property is 223 Tucker Road, Helena, Alabama 35080.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee, its successors and assigns, FOREVER.

**[SIGNATURE ON NEXT PAGE]**

IN WITNESS WHEREOF, Derek Pierce, in his capacity as Managing Director of Healthcare Management Partners, LLC, in its capacity as Receiver for Mature Options, LLC, pursuant to orders of the Circuit Court of Shelby County, Alabama, in a civil action styled *California Bank & Trust v. Mature Options, LLC, et al.*, CV-2011-900939.00, has caused this instrument to be executed in said official capacity this 31st day of October, 2012.

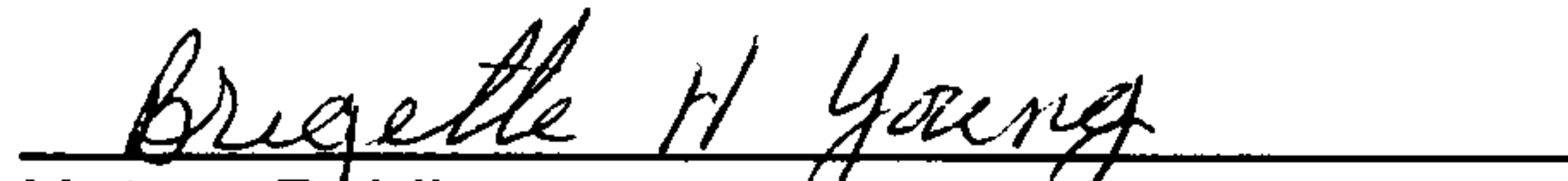


Derek Pierce, in his capacity as Managing Director of Healthcare Management Partners, LLC, in its capacity as Receiver for Mature Options, LLC, pursuant to orders of the Circuit Court of Shelby County, Alabama, in a civil action styled *California Bank & Trust v. Mature Options, LLC, et al.*, CV-2011-900939.00

STATE OF New York  
COUNTY OF Onondaga

I, the undersigned, a Notary Public in and for the County of Onondaga in the State of New York, or for the State of New York at large, hereby certify that Derek Pierce, whose name as Managing Director of Healthcare Management Partners, LLC, in its capacity as Receiver for Mature Options, 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 said instrument, he, in such official capacity, and with full authority, executed the same voluntarily for and as the act of said entities on the day same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of October, 2012.

  
Notary Public  
My commission expires: 9/23/2014

This instrument prepared by:  
John A. Howard, Jr., Esquire  
Gilpin Givhan, PC  
Post Office Drawer 4540  
Montgomery, Alabama 36103-4540  
(334) 244-1111 (FAX) 244-1969  
GG File No. 8246.0001

(SEAL)  
BRIGETTE H. YOUNG  
Notary Public, State of New York  
Qual. in Onondaga Co. No. 01Y06080935  
Commission Expires Sept. 23, 20 14

Return recorded instrument to:  
Price Evans  
The Title Group  
3500 Colonnade Parkway  
Suite 375  
Birmingham, Alabama 35243  
(205) 251-8484  
TG File No. T-88689D




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Exhibit "A"  
(Legal Description)

A parcel of land situated in the SE 1/4 of Section 15, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama being more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on a Easterly right-of-way line of an unnamed R.O.W.; thence run North 08 degrees 08 minutes 12 seconds East along said R.O.W. for a distance of 173.90 feet to the POINT OF BEGINNING; thence continue Northerly along said line for a distance of 203.99 feet, thence run South 85 degrees 00 minutes 16 seconds East for a distance of 8.37 feet; thence run South 71 degrees 49 minutes 09 seconds East for a distance of 81.44 feet; thence run South 80 degrees 01 minutes 28 seconds East for a distance of 86.24 feet; thence continue Easterly along said line for a distance of 44.05 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.07 feet; thence North 85 degrees 00 minutes 00 seconds West for a distance of 19.03 feet; thence continue Westerly along said line for a distance of 200.11 feet to the POINT OF BEGINNING.

ALSO, commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence run South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right-of-way line of an unnamed R.O.W., said point being the POINT OF BEGINNING; thence run North 08 degrees 08 minutes 12 seconds East for a distance of 173.90 feet; thence run South 85 degrees 00 minutes 00 seconds East for a distance of 200.11 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.06 feet; thence run North 84 degrees 57 minutes 14 seconds West for a distance of 200.16 feet to the POINT OF BEGINNING.



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Exhibit "B"  
(Permitted Encumbrances)

1. Ad valorem taxes for the year 2013 and subsequent years not yet due and payable.

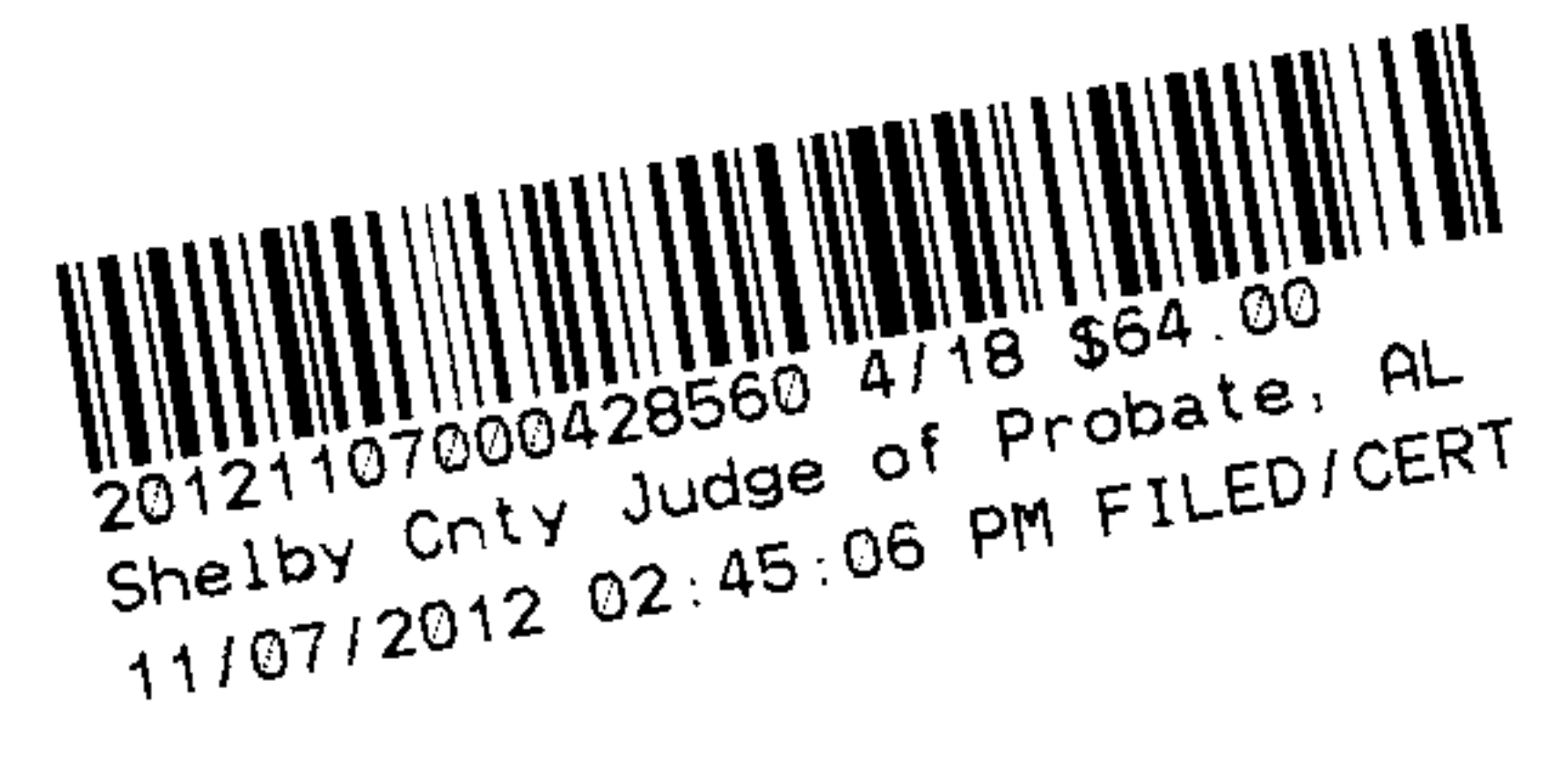



Exhibit "C"  
(Order dated February 21, 2012)



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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CALIFORNIA BANK & TRUST

Plaintiff,

v.

MATURE OPTIONS, LLC and  
MAPLEWOOD, LLC,

Defendants.

Civil Action

Case No.

CV11-900939

#40,484

RECEIVED AND FILED  
MARY H. HARRIS  
FEB 21 2012

CIRCUIT DISTRICT  
COURT CLERK  
SHELBY CO

ORDER APPOINTING RECEIVER AND  
TEMPORARILY RESTRAINING DEFENDANTS AND OTHERS

The Complaint filed by Plaintiff California Bank & Trust ("CB&T") in the above-styled action having been read and considered, and based upon the sworn facts alleged in the affidavit filed by CB&T in support of its MOTION FOR APPOINTMENT OF A RECEIVER AND FOR INJUNCTIVE RELIEF, the Court hereby makes the following findings of fact and conclusions of law:

Findings of Fact

1. Jurisdiction and venue in this Court is proper with respect to each of the Defendants.
2. On or about September 30, 2003, Borrowers executed a promissory note to the order of CB&T in the principal amount of \$435,000.00 (hereinafter the "Note"), a copy of which is attached to the Complaint as Exhibit "A".
3. Pursuant to the terms of the Note, Borrower agreed to make monthly payments to CB&T until maturity of the Note at which time all outstanding amounts become due and payable.
4. As security for performance of Borrower's obligations under the Note, Mature



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Options, LLC executed and delivered to CB&T that certain Mortgage and Fixture Filing dated September 30, 2003 (hereinafter the "Mortgage"), a copy of which is attached to the Complaint as Exhibit "B".

5. Pursuant to the Mortgage, CB&T has a mortgage in, among other things, certain real property located at 223 Tucker Road, Helena, Alabama 35080 (hereinafter the "Property"), on which is situated an assisted living facility (hereinafter "Facility").

6. The Mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama on October 1, 2003, as instrument #20031001000659640 (The Mortgage, the Note, and any other documents evidencing or securing the loan will be collectively referred to herein as the "Loan Documents").

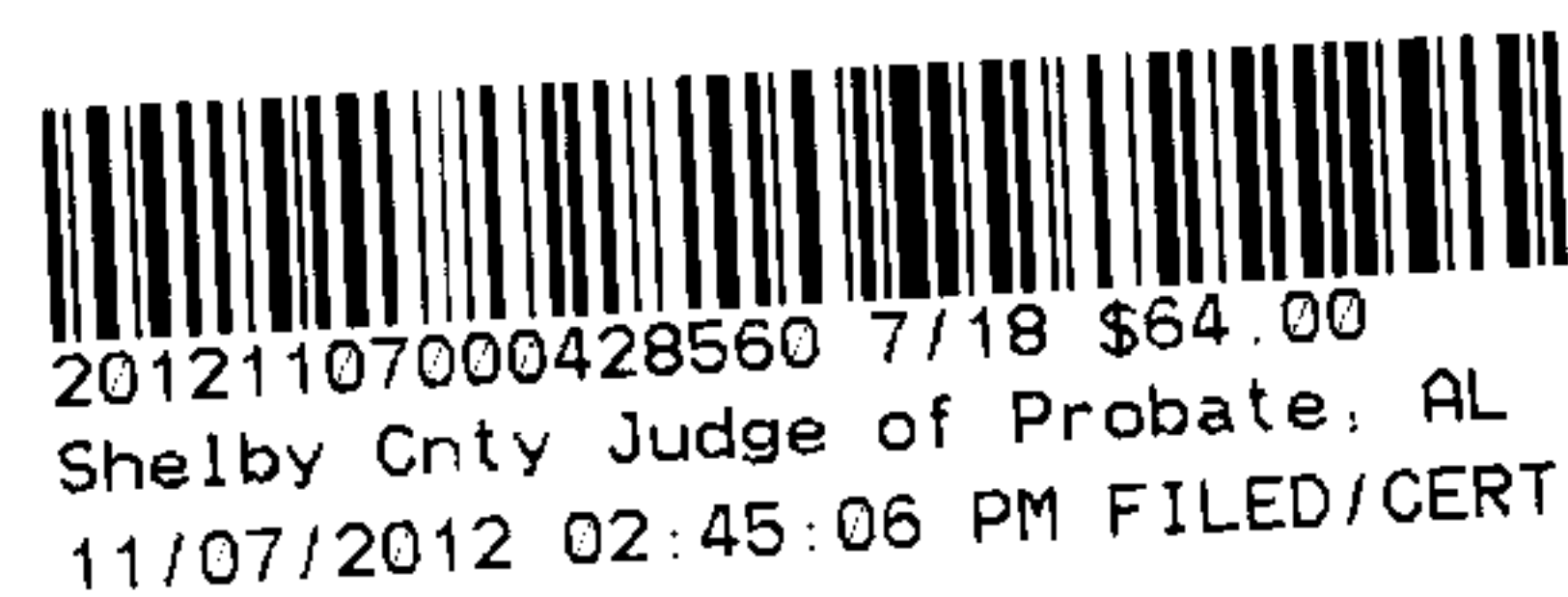
7. Borrowers have ceased operating and maintaining the Property and exercise no control or oversight of the Facility.

8. The Mortgage provides that CB&T is entitled to have a receiver appointed of the Facility "to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness."

9. Events of default have occurred and are continuing under (and as defined in) the Loan Documents by reason of, among other things, the failure of Borrowers to pay amounts due under the Note and the Borrowers failure to operate the Facility.

10. CB&T will suffer immediate and irreparable injury, loss and damage unless a receiver is appointed in this case.

11. Pursuant to the Mortgage, Borrowers have agreed that upon their breach of any covenant or agreement of contained in the Loan Documents, CB&T may have a receiver



appointed for the Property. CB&T is entitled to the appointment of a receiver as a matter of contract law, without resort to the equity powers of this Court.

12. CB&T has no adequate remedy at law to prevent potential irreparable harm and injury to its rights under the Loan Documents and, therefore, is entitled to the relief prayed for in the Complaint as hereinafter provided.

**Order Appointing Receiver and  
Granting Injunction in Aid of Receivership**

IT IS ACCORDINGLY HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

13. Healthcare Management Partners, LLC (hereinafter the "Receiver") is hereby appointed as receiver of (i) the Property (comprised of both real property and equipment), and (ii) all income derived from the Property whether already earned, collected and held by Borrowers or Borrowers' agents or not yet earned and/or collected, (collectively, the "Receivership Assets"), which shall comprise the "Receivership Estate." In addition to all other powers of receivers under applicable law, the Receiver shall have the following powers and responsibilities:

(a) To take possession of all of the Receivership Assets; to manage and control the Receivership Assets; to receive income derived from the Receivership Assets;

(b) To demand, collect and receive the Receivership Assets to the extent they are in the possession, custody or control of the Borrowers or a third person, or now due and hereafter coming due from rental of any portion of the Property; and to enforce and take action under existing rental agreements pertaining to any of the Property;

(c) To take possession of and receive from any and all banks and/or savings and loan associations any monies and funds on deposit in said banks and/or savings and loan associations in the name of the Borrowers to the extent that said accounts contain the issues, income or profits generated by or arising out of the Receivership Assets and/or the Real



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Property, and the Receiver's receipt of said monies and funds shall discharge said banks and/or savings and loan associations from further responsibility for accounting to said account holder for monies and funds for which the Receiver shall give his receipt;

(d) To have immediate access to all the books and records pertaining to the Receivership Assets and the Property, wherever located, as the Receiver deems necessary for the proper administration, management and/or control of the Receivership Estate, but such books and records shall remain in the possession of the Borrowers; and to receive, open, read, and respond to all mail addressed to the Borrowers, with the exception of confidential attorney-client correspondence known to be such by the Receiver at or before the time of opening of such mail;

(e) To execute and prepare all documents and to perform all acts, either in the name of the Borrowers or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing and/or controlling the Receivership Assets;

(f) To engage attorneys, accountants, appraisers, brokers, auctioneers, and other consultants and experts (collectively, the "Consultants") to assist the Receiver in the performance and discharge of its rights, powers, and duties hereunder, including, but not limited to, the preservation and liquidation of the Receivership Assets; and to pay, from Receivership Assets or protective advances from CB&T, the fees and expenses incurred by the Receiver, its employees and any Consultants in connection with fulfillment of the Receiver's duties under this order, without further order of the Court; provided, however, that prior to any such payment, the Receiver or the Consultant shall submit copies of the subject invoices or account statements to CB&T, and CB&T shall have a period of fifteen (15) days after delivery of an invoice or account statement to CB&T within which to send a written objection to payment to the Receiver, and if an objection is timely made by CB&T, the fees and expenses that are subject to the objection shall not be paid except upon the written consent of CB&T or further order of this Court;

(g) To remit to CB&T all funds, proceeds and rents that constitute collateral of CB&T for application to the indebtedness of the Borrowers under the Loan Documents, to the extent not expended for any of the purposes herein authorized;

(h) To establish bank accounts for the deposit of monies and funds collected and received in connection with his administration of this Receivership Estate, at any financial institution the Receiver deems appropriate, provided that any funds on deposit at said financial institution are insured by an agency of the United States government to the extent of not less than \$250,000.00 per deposit amount;



(i) To institute ancillary proceedings in this state or other states and countries as are necessary to preserve and protect the Receivership Estate;

(j) To the extent feasible, within thirty (30) days after its qualification hereunder, to file an inventory of all property of which it shall have taken possession pursuant to this order and to conduct periodic accountings thereafter;

(k) To receive advances from CB&T (and CB&T is authorized, in its sole and absolute discretion, opinion and judgment, to make advances to the Receiver) for expenses incurred by the Receiver relating to the care, preservation and maintenance of the Receivership Assets. All advances made by CB&T to the Receiver shall be deemed advances under and pursuant to the Loan Documents to protect and preserve CB&T's collateral, shall be secured by all of the collateral pledged pursuant to the Loan Documents, and shall have the same priority as the advance originally made pursuant to the terms of the Loan Documents;

(l) To receive information from CB&T (and CB&T is authorized, in its sole and absolute discretion, opinion and judgment, to give information to the Receiver) to aid the Receiver in the care, preservation and maintenance of the Receivership Assets, provided however that should the Receiver receive any confidential banking information from CB&T, the Receiver shall only use said confidential information to assist the Receiver in the care, preservation and maintenance of the Receivership Assets, and shall not disclose said confidential banking information, directly or indirectly, to others (except that the Receiver may disclose said confidential information to its auditors, accountants, legal counsel and governmental regulators, if any, with respect to such persons' ordinary responsibilities);

(m) From time to time and on due notice to all parties, to make application to this Court for further orders instructing said Receiver; and

(n) To liquidate the Receivership Assets, provided however, that consent to such liquidation is received from CB&T prior to liquidation of the Receivership Assets.

14. Borrowers, all property managers and agents for the Borrowers, and all persons and entities now or hereafter in possession of any of the Receivership Assets, and all tenants, renters, licensees or lessees in possession of any part of the Property, and such other persons or entities as may be lawfully in possession thereof, are hereby directed to pay over to said Receiver all amounts now due and unpaid to Borrowers or that may hereafter become due, and all persons



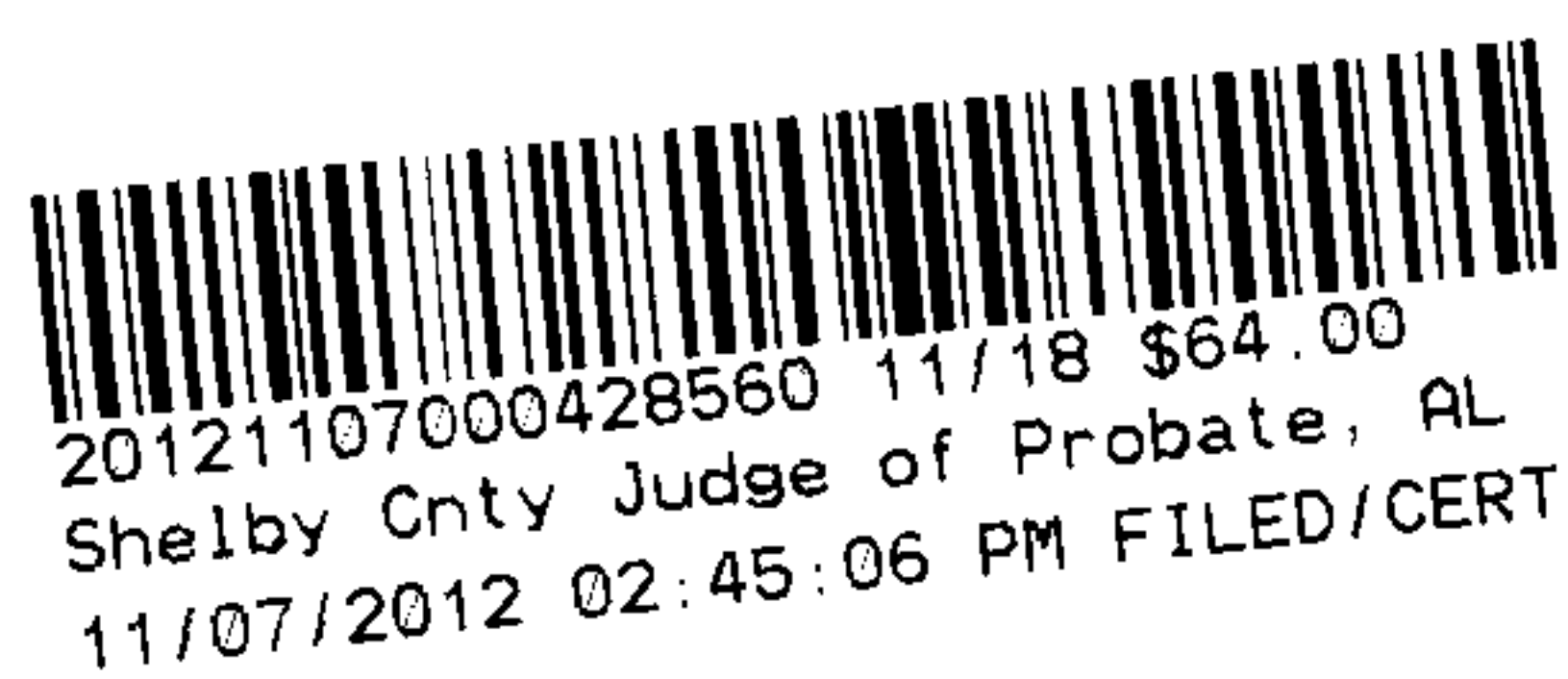
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and entities liable for such amounts are hereby enjoined and restrained from paying any amounts for use of the Property to Borrowers or its agents, servants or attorneys.

15. Borrowers, its property managers, agents, employees and representatives, all persons or entities acting under the control of or in concert with Borrowers, all persons or entities with notice or who are provided notice of this order, all creditors and other persons seeking damages or other relief from Borrowers (except for governmental authorities exercising their police powers to protect public health or safety and except for CB&T), and all others acting on their behalf, including sheriffs, marshals, officers and deputies, and their respective attorneys, servants, agents, and employees, are temporarily, during the pendency of this receivership, restrained and enjoined from engaging in or performing, directly or indirectly, any or all of the following acts:

- (a) Demanding, collecting, receiving or in any other way diverting or using any rents or profits emanating from the Property, including, without limitation, rents or fees paid by any residents of the Facility;
- (b) Interfering with or hindering in any way whatsoever with the Receiver in the performance of the Receiver's duties herein described and in the performance of any duties incident thereto;
- (c) Interfering in any manner with the Receivership Assets;
- (d) Transferring, conveying, assigning, pledging, deeding, selling, renting, leasing, encumbering, changing ownership of, vesting of title to, or otherwise disposing of the Receivership Assets; or
- (e) Terminating or otherwise affecting insurance coverage relating to the Property or any of the Receivership Assets or terminating or otherwise affecting any utility service with respect to the Property.

16. Borrowers and its property managers, agents, employees and representatives, and all persons or entities acting under the control of or in concert with Borrowers shall turn over to the Receiver, within five (5) business days after entry of this order, all rents and profits derived






from the Property and shall simultaneously, upon said turnover, deliver to the Receiver written verification of the source of all said monies.

17. Borrowers shall work diligently to gather all documents and records relating to the Receivership Assets and shall turn over to the Receiver possession of all records, books of account, ledgers, and all documents and papers pertaining to Receivership Assets, the operation of any of the Property, lease payments due therefor, and the rents, and shall turn over all such records not later than five (5) business days after entry of this order; provided, however, that if Borrowers contend that any such records are subject to the attorney-client or work product privilege, then such Borrowers may turn over to the Receiver a privilege log describing such documents in lieu of producing the documents themselves, and the Court reserves the right to rule on any disputes regarding claims of privilege.

18. CB&T is hereby authorized (but not required) to take all actions it deems necessary or appropriate to exercise its remedies under the Loan Documents, including, but not limited to, collecting rents derived from the Property and commencing, adjourning or consummating one or more foreclosure sales. Upon any foreclosure by CB&T under the Mortgages or any of the other Loan Documents, the Receiver shall cooperate with the party purchasing the property at foreclosure by relinquishing possession of the Receivership Assets. Further, CB&T and its officers, employees and agents shall have immediate access to the Real Property to enable CB&T to view and inspect the Real Property.

19. If the Receiver determines that the aggregate amount of rents derived from the Property and protective advances available to the Receiver are insufficient to pay the reasonable and necessary expenses of collecting, maintaining, and preserving the Receivership Assets in compliance with applicable law and consistent with his fiduciary duties, then the Receiver may,

  
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on not less than ten (10) days written notice to CB&T and Borrowers, file with the Court a termination of the Receiver's further responsibilities to serve as receiver hereunder, whereupon, subject to a surrender of all of the Receivership Assets to CB&T and the filing of a final report regarding the receivership with the Court, the Receiver shall be discharged.

20. Without limiting any other rights or immunities the Receiver may have at law or in equity, the Receiver shall have no liability for acts or omissions made by or on behalf of it in its capacity as the Receiver of the Receivership Assets, so long as such acts and omissions are made in good faith and without gross negligence.

21. CB&T shall post a bond in the amount of \$5,000.00. Such bond shall be sufficient to satisfy the requirements of Alabama Code § 6-6-622(a).

So ordered, this 21<sup>st</sup> day of February, 2012.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE



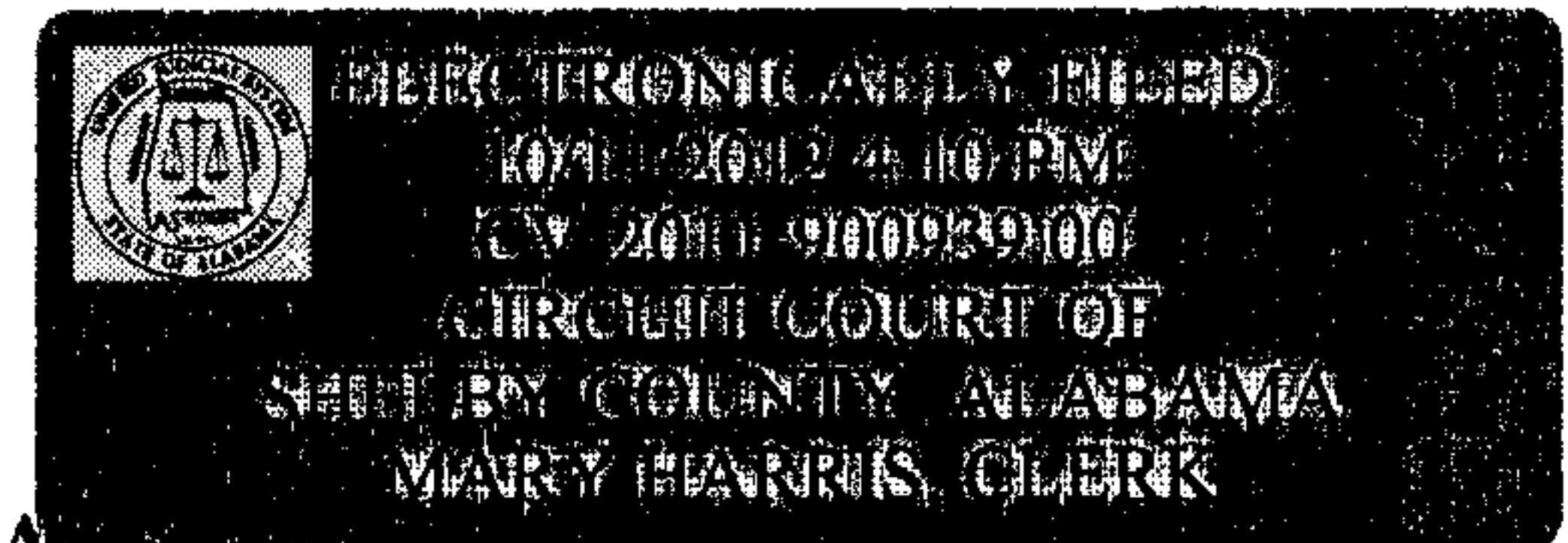
  
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Exhibit "D"  
(Order dated October 11, 2012)

  
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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CALIFORNIA BANK & TRUST, )  
Plaintiff, )

V. )


Case No.: CV-2011-900939.00

MATURE OPTIONS, LLC, )  
MAPLEWOOD, LLC, )  
ALABAMA SENIOR LIVING, INC., )  
NATIONAL SENIOR LIVING, INC. ET )  
AL, )  
Defendants. )

**ORDER APPROVING MOTION TO SELL  
RECEIVERSHIP ASSETS BY PRIVATE SALE**

This matter came before the Court on the motion of Healthcare Management Partners, LLC (the "Receiver"), the court appointed receiver for the property owned or controlled by Mature Options, LLC and Maplewood, LLC for approval of a private sale of the real property and improvements ("Motion"); and it appearing that the relief requested in the Motion is in the best interests of the parties and that the secured lenders have consented to the sale; and after due deliberation and sufficient cause appearing therefore; it is hereby found, determined and concluded that:

1. The Court has jurisdiction over this matter and over the property of the Maplewood LLC and Mature Options LLC, including the assets to be sold, transferred and/or conveyed pursuant to the Letter or Intent.
2. Pursuant to the terms of this Court's order dated February 21, 2012 (the "Receivership Order"), the Receiver was appointed as receiver of the Property (comprised of both real property and equipment) and all income derived from the Property. Among other things, the Receivership Order authorized and directed the Receiver to take custody and control of the property and to sell assets of the Receivership Estate. Receivership Order, 13(a) and (n).
3. In accordance with the Receivership Order, the Receiver has taken possession and control of the Receivership Assets.
4. Since its appointment, the Receiver has sought to sell and liquidate the Receivership Assets.
5. The Receiver has received letters of intent regarding the purchase of the certain of the Receivership Assets and is now prepared to proceed with the sale of the such assets in a private sale to the highest and best purchaser.

  
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6. The Receiver received a letter of intent from Maplewood Lane Assisted Living ("Purchaser") pursuant to which the Purchaser offered to purchase the land, building, and all resident records of Maplewood Lane, Assisted Living Facility, located at 223 Tucker Road, Helena, Alabama. ("Purchased Assets"). The Purchased Assets will be sold as-is, where-is, and with all faults for the sum of \$414,000.

7. The parties have entered into an Asset Purchase Agreement that was attached to the motion.

8. The Receiver has made diligent efforts to solicit and obtain purchasers for the Purchased Assets. The highest and best offer is the one from the Purchaser.

9. If this sale is not approved and closed, the Receiver may not be able to sell the Purchased Assets at the same or materially higher price.

10. Both CB&T and the SBA have consented to the sale.


Accordingly, the Court does hereby Order, Adjudge and Decree that:

(a) The Motion is granted;

(b) The Receiver is authorized to sell the Purchased Assets set forth in the Asset Purchase Agreement and to transfer the resident records to the Purchaser upon consummation of the sale;

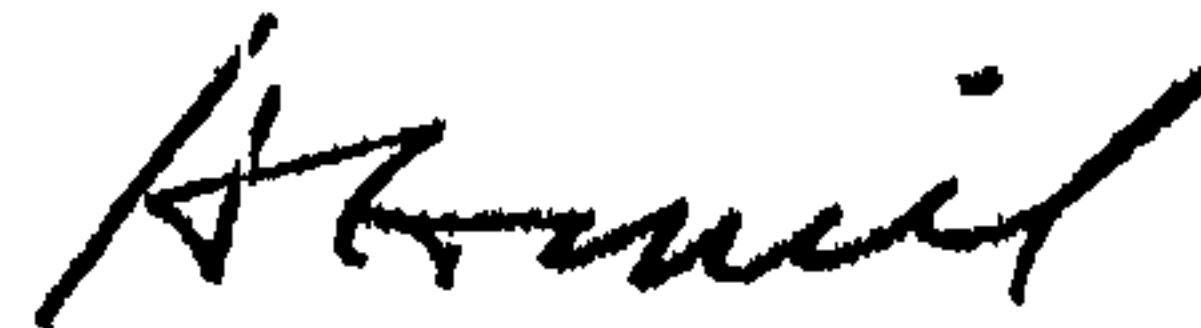
(c) The Receiver is authorized to carry out all of the provisions of the Asset Purchase Agreement and any related agreements; to issue, execute, deliver, file and record, as appropriate, the documents evidencing and consummating the sale; to take any and all actions contemplated by the Asset Purchase Agreement, any related agreements or this Order; and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the sale, all without further application to, or order of, the Court;

(d) Upon receipt of the proceeds of the sale, all parties holding encumbrances of any kind against the assets being sold are authorized and directed to execute such documents and take all other actions as may be necessary to release any encumbrances of any kind against the assets, as such encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any encumbrances in or against the Purchased Assets shall not have delivered to the Receiver prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Encumbrances that the person or entity has with respect to the Purchased Assets, the Receiver is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets prior to the Closing, and the Receiver is authorized to execute and file such documents after Closing; and

  
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(f) the Court will retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Asset Purchase Agreement or and subsequent Sale and Purchase Agreement, and to adjudicate, if necessary, any and all disputes relating in any way to the transactions provided for under the terms and conditions of the sale.

Done and ordered this 11<sup>TH</sup> day of October, 2012.



CIRCUIT JUDGE



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# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name WEALTH CARE MANAGEMENT PARTNERS, LLC AS RECEIPIENT FOR MATUR Grantee's Name \_\_\_\_\_  
Mailing Address OPTIONS, LLC Mailing Address \_\_\_\_\_  
9995 SIX PINES, BLDG B, LEVEL 2  
Property Address STE 8210, THE WOOD LAKES, TX 77380 Date of Sale 10/30/12  
Total Purchase Price \$ 414,000.00  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal  
☐ Sales Contract ☐ Other  
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_ Print DEWEY PENCE, MANAGING DIRECTOR  
Unattested \_\_\_\_\_ Sign [Signature]  
(verified by) \_\_\_\_\_ (Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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Shelby Cnty Judge of Probate, AL  
11/07/2012 02:45:06 PM FILED/CERT