

After recording, please return to:

American Retirement Corporation
an affiliate of Brookdale Senior Living Inc.
111 Westwood Place, Suite 200
Brentwood, TN 37027
Attn: Legal Department

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between Jane Brown ("Owner") and American Retirement Corporation ("ARC"), with reference to the following facts:

Owner and ARC are parties to that certain letter agreement dated as of ~~March~~ ^{April} 1, 2010 (the "Agreement"), relating to certain real property located in the City of Birmingham, County of ~~Jefferson~~, State of Alabama, more particularly described in Annex "A" attached hereto (the "Property"). ^{SHELBY}

Pursuant to Section 2 of the Agreement, Owner acknowledges an obligation to pay to ARC certain deferred entrance fees, accrued interest thereon and other amounts as described in the Agreement.

Section 5 of the Agreement provides that until Owner pays ARC in full all amounts due ARC under the Agreement, Owner will not mortgage, pledge or otherwise encumber all or any part of the Property or sell, gift, transfer or otherwise convey all or any part of the Property unless all amounts due ARC under the Agreement are contemporaneously paid in full.

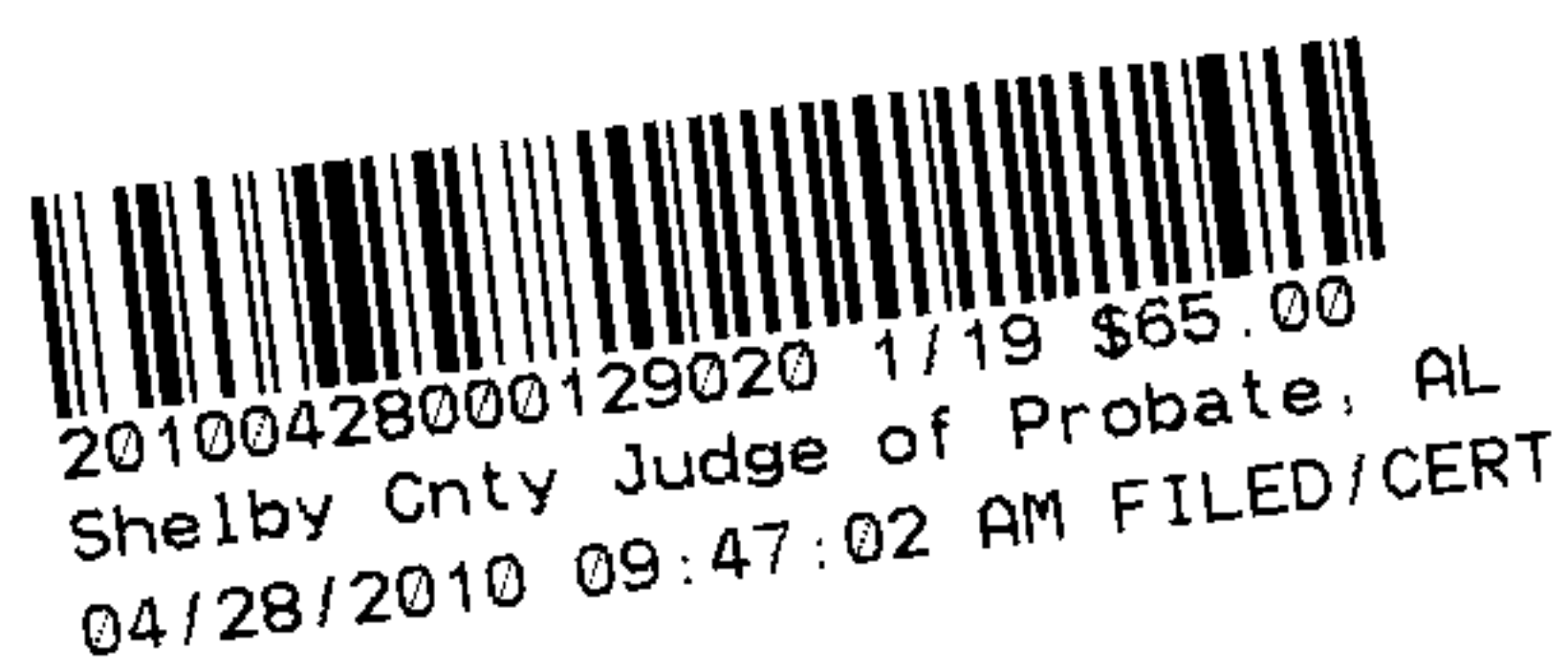
Owner and ARC desire to have this Memorandum recorded in the Official Records of ~~Jefferson~~ ^{SHELBY} County, Alabama, in order to put interested parties on notice of the rights of ARC under the Agreement. Any person or entity who has notice of the Agreement and who enters into a transaction with Owner that is prohibited under Section 5 of the Agreement will be deemed to have tortuously interfered with the Agreement and will be subject to a claim for damages by ARC.

ARC shall terminate this Memorandum of Agreement and record such termination promptly upon receipt of payment in full of all amounts due ARC under the Agreement.

Any party who is interested in acquiring an interest in the Property should contact the Owner and ARC at their respective addresses as follows:

AMERICAN RETIREMENT CORPORATION
an affiliate of Brookdale Senior Living Inc.
111 Westwood Place, Suite 200
Brentwood, TN 37027
Attn: Legal Department

OWNER
Jane Brown
25 Chase Plantation Parkway
Unit #25
Birmingham, AL 35244



In Witness Whereof, the parties have signed this Memorandum of Agreement as of April 1, 2010

AMERICAN RETIREMENT CORPORATION

By: [Signature]
Name: James T. Money
Title: SVP Market Development

AGREED TO AS OF April 1, 2010

[Signature]
[Resident Name]

[Resident Name (spouse)]

[Signatures must be notarized on the following page].


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STATE OF Tennessee)
) ss.
COUNTY OF Williamson)

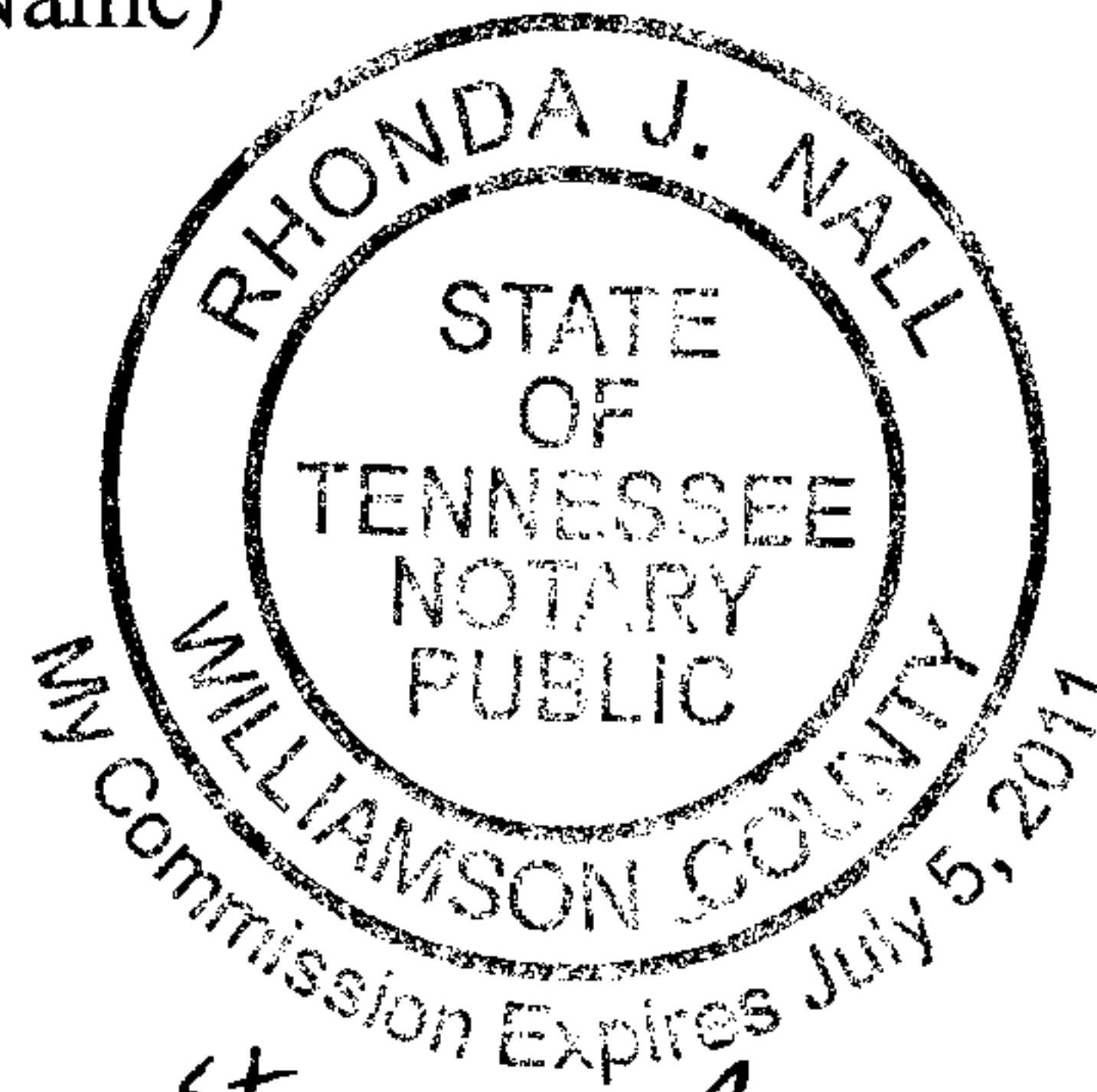
The foregoing instrument was acknowledged before me this 5 day of Apr. 1, 2010 by James T. Mong, of American Retirement Corporation, on behalf of the corporation. He/she is personally known to me.

Witness my hand and official seal.


Rhonda J. Hall Notary Public
 (Print Name)

My commission expires: July 5, 2011

STATE OF Alabama)
) SS.
COUNTY OF Jefferson)



The foregoing instrument was acknowledged before me this 1st day of April, 2010 by Jane E. Brown and _____. He/She/They is/are personally known to me.

Witness my hand and official seal.

Felisha Riley
Felisha Riley Notary Public
 (Print Name)

My Commission expires: 7/18/2011



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Annex A

Legal Description of Property

The legal description of the Property needs to be attached here.



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NOTE: THIS IS FOR INFORMATION PURPOSES. THIS IS NOT A CONTRACT.

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

*Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A **SUB-AGENT** is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

A **LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A **TRANSACTION BROKER** assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

*Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of licensee Carol Milster

Signature Carol Milster

Date March 22, 2010

Consumer name JANE E. BROWN

Signature Jane E. Brown

(Acknowledgement for Receipt Purposes, Only)

Date March 22, 2010


20100428000129020 5/19 \$65.00
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Reading - vent Roof 2008

Statutory Authority: Code of Ala. 1975,
" 34-27-8, 34-27-82, 34-27-87.

MLS DATA INPUT LISTING AGREEMENT

NOTE: THIS AGREEMENT IS NOT AN AGENCY AGREEMENT.

The undersigned JANE E. BROWN, hereinafter referred to as Seller, of the below described property, do hereby grant to Prudential South O' Town, hereinafter referred to as Broker, the exclusive right to sell, trade, convey, or exchange the property upon the terms and conditions set forth below and to market the subject property to all potential buyers. Broker shall be deemed by law to be the author of all property listings written by Associate, and Broker is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. Such right, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party.

The Real Property is described as follows:

Street Address 25 Chase Plantation
City HOOVER, County Shelby, State AL Zip 35244
Legally described as Lot 25 Block _____ Survey Chase Plantation 2nd Sec
Map Book 8 Page 159 Neighborhood 13 Hoover Township

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

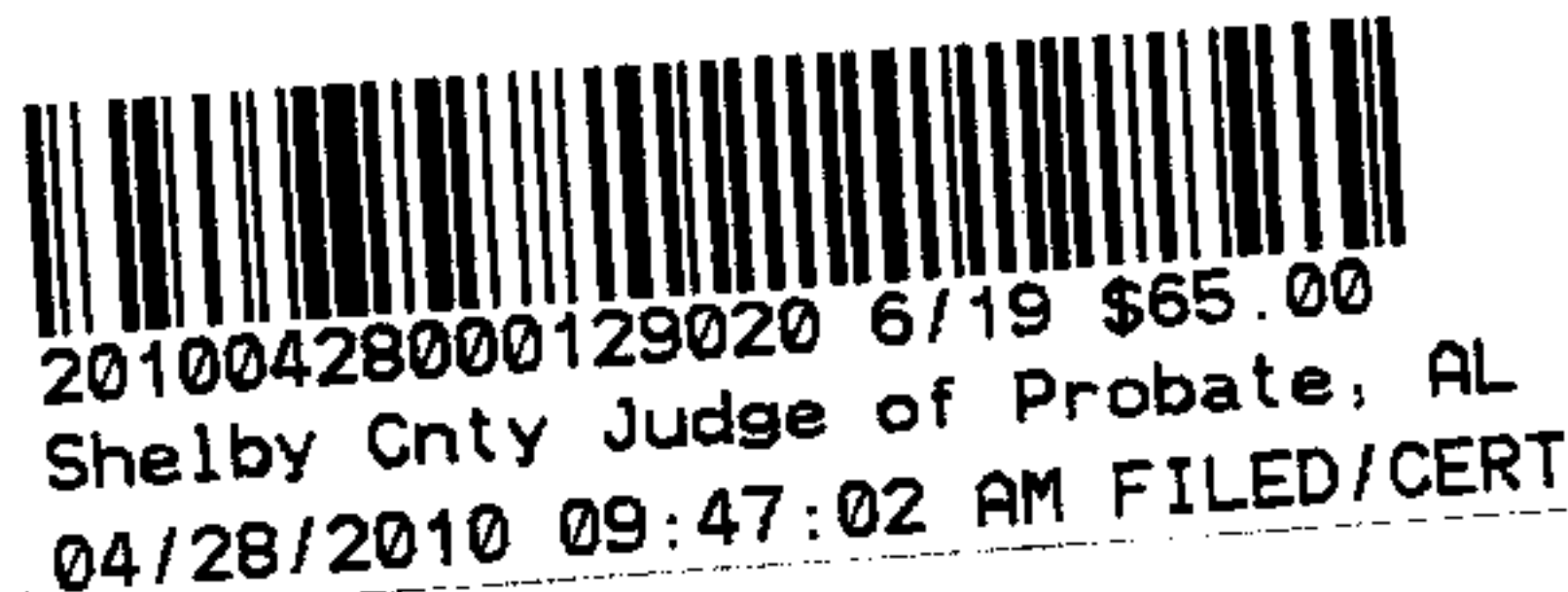
IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS.

JEB (Initials of Seller)

SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

SEL (Initials of Seller)

1. **Period of Agreement:** This Agreement shall be effective for a period of time beginning on March 23, 2010, and ending on Sept 23, 2010, at 12:00 Midnight, unless the expiration date is extended in writing.
2. **Terms/Conditions on Which Property is to be Offered For Sale:** Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to.
 - (a) Price \$ 162,000.00 Payment Terms: Cash to seller
 - (b) Seller agrees to maintain and keep in force sufficient hazard insurance until Property is sold and closed.



3. **Limited Consensual Dual Agency:** *Not applicable.*

4. **Disclosure:** Seller hereby specifically authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

5. **Lead-Based Paint:** Seller represents that, to the best of Seller's knowledge, the residence on the Property ____ was ☒ was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, Seller will be required to provide to purchaser an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the purchaser waives his/her rights in writing) permit the purchaser a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

6. **Marketing the Property:** (a) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the exclusive right to place a "For Sale" or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Seller's name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.

(b) Seller ☒ does ☐ does not request that the Property be published in the Birmingham Area Multiple Listing Service, Inc. ("MLS") system. Seller ☒ does ☐ does not authorize broker to disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Information Sheets, or other such information or data provided by Seller and Broker for MLS Publication for accuracy or completeness.

JSB (Initials of Seller)

(c) I ☒ do ☐ do not give permission for an ☒ Electronic ☐ Other lockbox to be placed on my Property. If I give permission for a lockbox to be used, I hereby release and hold harmless the MLS, the MLS Brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. I ALSO ACKNOWLEDGE THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE.

JSB (Initials of Seller)

7. **PHOTOGRAPHIC SERVICES:**

(a) **Authorization:** Seller hereby authorizes Broker to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, in and through computerized Multiple Listing Service (MLS), television programs, internet programs, local publications, fact sheets concerning the property, as well as any other use, media or means to aid in the sale or rental of Seller's property.

(b) **Waiver:** Seller hereby waives, acquits and forever releases Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability

concerning any Photographic Services, any Photograph, or the use, distribution, or display of any Photographs in any form, media or manner.

8. **Brokerage Fee:** THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:
- (a) For finding a purchaser, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of 6%, whether Purchaser be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within 30 days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the listing period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
 - (b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other brokers on a basis determined solely by Broker (but shall not be required to do so under this Agreement). In any event, Seller will pay the full brokerage fee as directed by the Broker.
9. **EARNEST MONEY & BUYER'S DEFAULT:** Seller acknowledges that earnest money will be held in trust by a designated party until a Contract has been accepted and signed by all parties. Once a Contract is accepted and signed by all parties the Earnest Money will be promptly deposited into an escrow account. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, a separate mutual release signed by all parties to the Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule 790-X-3-.03(4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees, and other expenses relating to the interpleader; provided, however, that any Claim shall remain subject to mediation and arbitration. In the event of default by Buyer, all deposits made may be forfeited as liquidated damages at the option of Seller.
10. **No Other Agreements:** Seller and Broker acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property (listing, sale or otherwise) that have not been terminated.
11. **Attorney Fees; Costs of Litigation:** If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees.
12. **Seller's Warranty of Authority, Accuracy and Completeness of Information:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller



Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT (DIRECT, CONTRIBUTORY, OR OTHERWISE), BY ANY ENTITY, OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER TO BROKER AT THE DATE OF THIS LISTING AGREEMENT AS WELL AS SUBSEQUENT INFORMATION PROVIDED BY SELLER. SELLER FURTHER AGREES THAT ALL THE INFORMATION PROVIDED BY THE SELLER TO BROKER FOR MARKETING THE PROPERTY IS INCLUDED IN THIS AGREEMENT.

JEB (Initials of Seller)

13. **Facsimile or Counterpart Signature:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding on the party so executing it upon receipt of the signature by the other party.

14. **Agency:** *THIS AGREEMENT IS NOT AN AGENCY AGREEMENT.*

This Agreement, including the attached Seller Property Information Sheets, is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This Agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker. The Broker has the right to rescind this Agreement by written notice given within seven working days of the date of this listing.

Prudential South O'Town
Listing Company

Jane E. Brown 3/23/10
Seller Date

Carol Milster
Listing Agent

Seller Date

JEB Initials, Seller acknowledges Receipt of this Agreement

Seller's Mailing Address: 25 Chase Plantation

Home Phone: 985-7180

Business Phone: _____



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SELLER'S AGENCY AGREEMENT
PART 1: SELLER SINGLE-AGENCY LISTING AGREEMENT

Seller hereby appoints Prudential South O'Town Realty to act as its sole and exclusive agent in the sale of real property described as follows:

25 Chase Plantation Pkwy
Normal AL 35244

The undersigned agent will represent the seller on behalf of the Broker/Company and will seek the assistance of other brokers in marketing the property using the following types of representation:

- Transaction Brokers – Seller paid compensation shall be a fee of \$ — or a portion of the commission amounting to 5 percent of the sale price.
- Buyer Brokers – Seller paid compensation shall be a fee of \$ — or a portion of the commission amounting to 3 percent of the sale price.
- Representation by Sub-agency is a service that is permissible under Alabama Law but is a service that is not recommended and practiced by the Company because the co-operating agent also becomes an agent for the seller, and our Company does not consider that to be to the benefit of the seller.

SELLER SINGLE-AGENCY REPRESENTATION

By signing only PART 1 of this agreement, entitled SELLER SINGLE-AGENCY LISTING AGREEMENT, the seller will be represented by the Agent as a Seller Single-Agent only. This means that the seller would always receive full and undivided representation from the Agent. Thus, buyer/clients represented by agents of the Company would not be permitted to be shown the property unless the buyer/client agreed to representation in a non-agent Transaction Broker relationship; otherwise, by an agent of another company.

POSSIBILITY OF DUAL AGENCY

By signing PART 2 of this agreement, entitled SELLER/BUYER CONSENT TO DUAL AGENCY, the seller is consenting and agreeing that the property would also be available for showings to buyer/clients of Buyer Agents of the Company, provided the buyer/client likewise had signed the SELLER/BUYER CONSENT TO DUAL AGENCY. In such case, the agent(s) would be a Dual Agent(s) and would remain impartial to the interests of both the seller/owner and the buyer/client.

ACKNOWLEDGEMENT

Seller acknowledges that this SELLER SINGLE-AGENCY LISTING AGREEMENT has been explained and that this Agreement will become an integral part of the EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT that seller has already entered into with Prudential South O'Town Realty.

PRUDENTIAL SOUTH O'TOWN REALTY

By: Carol Milster
Agent

Janet E Brown 3/23/10
Seller Date

Seller Date

Form A-3
05/05



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Process:

1. Have signed by Seller.
2. For Dual Agency showing by a Company Buyer Agent, Part 2 must be signed by Seller before showing.

BUYER'S AGENCY AGREEMENT

PART 2: SELLER/BUYER CONSENT TO DUAL AGENCY

DUTIES OF A DUAL AGENT

Under Alabama Law, an Agent (Broker) may legally represent both the Seller and the Buyer in a single real estate transaction with the prior written consent of both of the parties. This is called "Limited Consensual Dual Agency." This Dual Agency can result when one agent or more than one agent of the same company represent both a Buyer-Client and a Seller-Client in the same real estate transaction. All agents would be "Dual Agents." Under the Law, a Dual Agent must remain impartial by not placing the interest of one client over the interest of the other client. By signing this Consensual Agreement, the Seller-Client agrees to allow the property to be shown to Buyer-Clients who are also represented by Prudential South O'Town Realty. Likewise, the Buyer-Client agrees to be shown properties of Seller-Clients who are also represented by Prudential South O'Town Realty. The undersigned agrees and understands that such Dual Agency showings could result in a transaction whereby both parties would be represented by the same agent or agents acting as Disclosed Dual Agents.

As a Dual Agent, the Agent will remain impartial to the interests of both the seller/owner and the buyer.

1. Agent will not knowingly represent either buyer or seller to the detriment of the other, and
2. Buyer and seller shall primarily negotiate in their own behalf, and Agent shall cease to serve as either seller's or buyer's Exclusive Agent and shall assume a role as an intermediary, facilitator and/or mediator to assist both buyer and seller, and
3. Agent shall not disclose to the buyer that the seller might accept a price other than the listing price or seller's flexibility as to other material financing terms; nor shall Agent disclose to the seller that buyer may be willing to pay a higher price or accept less favorable terms than indicated, and
4. Agent shall not disclose to buyer or seller personal confidences concerning one another which might place one party at a disadvantage or advantage over the other party.

ACKNOWLEDGEMENT AND CONSENT TO DUAL AGENCY

I(We) acknowledge that I(we) have read this document, and that Prudential South O'Town Realty and the Agent have made full disclosure the duties of a real estate agent to the parties and the type of representation the Agent will provide. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Agent or making or accepting an offer, whichever is sooner. I(We) have been informed about the possibility of a Dual Agency and consent and agree that the Agent may act as a disclosed Dual Agent when he or she (or Broker/Company) represents both the seller and the buyer.

If you do not understand all the terms of this document, you should seek legal advice before signing.

Jane E. Brakes
Client Signature Date

Client Signature Date

Carol M. Brakes 3-22-10
Agent Signature Date

Form A-2/3A
03/07



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Process:
Must be signed by Seller-Client and Buyer-Client before showing of Company-listed property.

Birmingham Area MLS - Seller Information Sheet - Residential

Fields headed in blue are optional. All other fields are required.

County: Shelby List Date: 3-23-10 Exp Date: 9-23-10 List Price: \$162,000.00
 Property Type (only 1): ☐ Single Family ☐ Condo ☐ Farm ☐ Manufactured ☒ Townhouse

Street #: 25 Street Name: Chase Plantation Direction: _____
 Unit/Lot#: _____ City: Huntsville State: AL Zip: 35244
 Area: 2.50 Parcel #: 11-7-25-0-001-001-007 Tax District: Normal

Subdivision (common name, not legal description): Chase Plantation 2nd Sec

MapBook/Page (from tax record): 8/159

Elementary: Riverschaw Jr/Middle: Benny Sr High: Spain Park

Legal Description (copy & paste from Tax Record): Misc Docs: Db 353 Pg 826; Rb 123 Pg 49;

It says Trd (2003) Neighbordom: 1.3 Normal Townhomes

Driving Directions (No Contact Info allowed. Phrases "call agent", "see map" are not to be used): Drive South on Hwy 31

past Galleria to Riverschaw on Rt. At next Redlight go right then

left into Chase Plantation across from Riverschaw Methodist. Second left to #25.

List Agent ID: MILSTEPA List Agent Name: Carol Milster

Co-List ID: _____ Co-List Agent: _____ Owner Name: _____

List Type: ☒ Exclusive Right to Sell ☐ Exclusive Agency ☐ Exclusive Right with Prospect Reservations

List Type II: ☒ Full Service ☐ Limited Service ☐ Entry Only Owner Phone: _____

Broker Relationship: ☒ Agency ☐ Transaction Broker

Financing: ☒ Cash ☒ Conv ☒ FHA ☐ Lease Purchase ☐ Owner Held Mortgage ☒ VA

Commission-Selling Agency (\$ or %): 3 BuyerBrkr 3 TransBrkr _____ SubAgency _____

DRC (Dual or Variable Rate Commission - See Section 6.3 of Rules): ☐ Yes ☐ No

INTEROFFICE INFORMATION (NOT SHARED/VISIBLE IN MLS OUTSIDE LISTING OFFICE):

Contact Name: _____ Contact Phone: _____ Alt Phone: _____

Miscellaneous: _____

Lockbox: ☒ Electronic ☐ Combo ☐ Key ☐ None Bonus: ☐ Yes ☐ No BonusExpDate: _____ BonusTerms: _____

INTERNET/VOW DISPLAY INFORMATION:

Display on Internet: ☒ Yes ☐ No Display Address: ☒ Yes ☐ No

Allow AVM (Automated Valuation): ☒ Yes ☐ No Allow 3rd Party Comments: ☐ Yes ☒ No

Contact Order (if different from the contact order as specified in Setup in MLS): _____

PROPERTY DETAILS

Rooms (Maximum selection of 15 - identify room & level. Minimum number of rooms required is 2 more than the total number of bedrooms):

Room	Level	Room	Level	Room	Level	Room	Level
☒ Master Bedroom	1	☐ Half Bath		☐ In-Law Suite		☐ Mud Room	
☒ Bedroom 2	1	☐ Bonus Room		☐ Keeping Room		☐ Music Room	
☒ Bedroom 3	1	☐ Breakfast Room		☒ Kitchen	1	☐ Office	
☐ Bedroom 4		☐ Basement Den	Bsmt	☐ Laundry Room		☐ Play/Rec Room	
☒ Master Bathroom	1	☒ Den/Family	1	☐ Living Room		☐ Study	
☒ Full Bath 1	1	☒ Dining Room	1	☐ Living/Dining Room		☐ Sunroom	
☐ Full Bath 2		☐ Exercise Room		☐ Loft		☐ 2nd Master	
☐ Full Bath 3		☐ Great Room		☐ Media Room		☐ 2nd Kitchen	

Year Built: 1985 # Bedrooms: 3 # Full Baths: 2



Birmingham Area MLS - Seller Information Sheet - Residential

Fields headed in blue are optional. All other fields are required.

Year Built Description: ☒ Existing ☐ New Complete ☐ Under Construction ☐ Proposed Construction
 Note: Proposed Construction is not released to IDX sites. Under Construction may be selected once footings are poured.

Lead Paint Disclosure: ☐ Yes ☒ No JLB Seller's Initials # Half Baths: _____

Construction: Start Date: _____ Completed Date: _____ House Plan: _____

Garaged Main Level _____ # Garaged Basement _____ (If no garaged spaces, enter 0 & select parking options in field below)

Fireplace 1 Termite Contract: ☒ Yes ☐ No Name: Action Home Services 991-

Annual Tax: TBA Flood Plain: ☐ Yes ☒ No JLB Seller's Initials # Acres: 0.1- 0505

Waterfront Feet: _____ Waterfront: ☐ Yes ☒ No Waterfront Name: _____

Ownership Type: ☒ Fee Simple ☐ Lease Fee

Fees (Mark Yes, No or Included in Association Fee. If Yes, specify dollar amount & whether this is Monthly, Quarterly, or Yearly):

Condo/Townhome:	☒ Yes	☐ No	\$ <u>125.00</u>	☐ Monthly	☒ Quarterly	☐ Yearly
Association Fee:	☐ Yes	☐ No	\$ _____	☐ Monthly	☐ Quarterly	☐ Yearly
Garbage Fee:	☐ Yes	☐ No	☐ Included	\$ _____	☐ Monthly	☐ Quarterly
Fire Fee:	☐ Yes	☐ No	☐ Included	\$ _____	☐ Monthly	☐ Quarterly
Library Fee:	☐ Yes	☐ No	☐ Included	\$ _____	☐ Monthly	☐ Quarterly

Pool: ☐ Yes ☒ No Foreclosure: ☐ Yes ☒ No Covenants/Restrictions: ☒ Yes ☐ No Pool Type: ☐ Community ☐ Personal

Consumer Notes: (property specific, no contact info- no phone #'s, agent/company name, no URL/websites, no HTML coding):

Spacious one level, RND unit, with extra land on the side. Don't miss this down home feel when you walk through the door. Beautiful hardwood floors in living & dining room. The fireplace has gas logs placed in the corner of the room w/ marble base. Spacious

Agent Notes: _____

1. Style: ☒ 1 Story ☐ 1.5 Story ☐ 2 Story ☐ Condo 1st Floor ☐ Condo 2nd Floor ☐ Condo 3rd Floor ☐ Garden/Patio ☐ Highrise ☐ Historic ☐ Loft ☐ Log House ☐ Split Foyer ☐ Split Level ☐ Tri Level	2. Parking (Cont'd): ☐ Entrance-Garage Rear ☐ Entrance-Garage Side ☐ Lower Level ☐ Main Level ☐ Off Street ☐ On Street ☐ Parking Deck ☐ RV Parking ☐ Unassigned Parking ☐ Uncovered Parking	4. Foundation: ☐ Basement ☐ Crawl Space ☒ Slab	6. Fireplace (Cont'd): ☐ Ventless ☐ Wood Burning	9. Energy (Cont'd): ☐ Solar Board ☒ Storm Door ☐ Storm Windows ☐ Turbines ☐ Whole House Fan
2. Parking: ☐ 1 Carport ☐ 2 Carport ☐ 3+ Carport ☒ Assigned Parking ☐ Attached ☐ Basement Parking ☐ Boat Parking ☐ Circular Drive ☐ Detached Garage ☐ Driveway ☐ Entrance-Garage Front	3. Construction: ☐ 1 Side Brick ☐ 2 Side Brick ☒ 3 Side Brick ☐ 4 Side Brick ☐ Brick over Foundation ☐ Concrete/Block ☐ EIFS ☐ Shingle ☐ Siding-Hardiplank ☐ Siding-Other ☐ Siding-Vinyl ☐ Siding-Wood ☐ Stone ☐ Stucco ☐ Wood	5. Basement: Required if "basement" is selected under Foundation. ☐ Daylight Basement ☐ Finished Basement ☐ Full Basement ☐ Partial Basement ☐ Plumbing Stubbed ☐ Poured Concrete Walls ☐ Unfinished Basement	7. Fireplace Location: ☐ Bedroom ☐ Den ☒ Family Room ☐ Great Room ☐ Hearth Room ☐ Kitchen ☐ Living Room	10. On Site: ☐ Yes ☐ No Hours: _____ Days: _____
		6. Fireplace: ☐ Blower Fan ☐ Brick ☒ Gas Logs ☒ Gas Starter ☐ Insert ☒ Marble ☐ Masonry ☐ See-Through ☐ Stone ☐ Tile	8. Sewer/Septic: ☒ Connected ☐ Septic ☐ Other Seller's Initials: _____	11. Utilities: ☐ 2+ Water Heaters ☐ Private Water ☒ Public Water ☒ Underground Utilities ☐ Water Heater-Electric ☒ Water Heater-Gas <u>2007</u> ☐ Water Heater-Solar ☐ Water Heater-Tankless ☐ Well Water
			9. Energy Features: ☒ Ceiling Fans ☒ Double Pane Windows ☐ Generator ☐ Insulated Door ☐ Power Vent ☐ Program Thermostats ☒ Ridge Vents	

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Fields headed in blue are optional. All other fields are required.

12. Heating: ☐ 3+ Systems ☒ Central ☐ Dual Systems ☐ Electric ☐ Forced Air ☒ Gas Heat ☐ Gas Jets ☐ Heat Pump ☐ Humidifier ☐ Hydroheat System ☐ No Heat ☐ Piggyback System ☐ Propane Gas ☐ Solar Heat ☐ Space Heaters ☐ Steam Heat ☐ Zoned	15. Fee (Cont'd): ☐ Gas ☐ Common Area Maint ☐ Insurance-Building ☐ Management Fee ☐ None ☐ Other ☐ Pest Control Services ☐ Recreation Facility ☐ Reserve-Improvements ☐ Sewage Service ☐ Utilities-Common Areas ☐ Water	17. Amenities (Cont'd): ☐ Sauna/Spa ☒ Sidewalks ☐ Skiing Allowed ☐ Street Lights ☐ Swimming Allowed ☐ Swimming Not Allowed ☐ Tennis Courts ☐ Walking Paths	20. Kitchen Features: ☐ Breakfast Bar ☒ Eating Area ☐ Island ☒ Laminate Counters ☒ Pantry ☐ Solid Surface Counters ☐ Stone Counters ☐ Tile Counters	23. Bed/Bath (Cont'd): ☒ Tub/Shower Combo ☐ Walk-In Closets	
13. Cooling: ☐ 3+ Systems ☒ Central ☐ Dual Systems ☒ Electric ☐ Heat Pump ☐ Hydroheat System ☐ No Air ☐ Piggyback System ☐ Window Units ☐ Zoned	16. Laundry: ☒ Dryer Hookup-Elec ☐ Dryer Hookup-Gas ☐ Floor Drain ☐ Laundry-Basement ☐ Laundry Chute ☒ Laundry Closet ☒ Laundry Main Level ☐ Laundry Room ☐ Laundry Upstairs ☐ None ☐ Utilities in Garage ☐ Utility Sink ☒ Washer Hookup	18. Interior Features: ☒ Attic Pull-Down ☐ Attic Walk-In ☐ Attic Walk-Up ☒ Bay Window ☐ Cathedral/Vault Ceiling ☒ Ceilings 9 feet+ ☐ Central Vacuum ☐ Elevator ☐ Handiman Special ☐ Home Theater ☐ Intercom System ☐ Multiple Staircases ☐ Sauna/Spa ☐ Security System ☐ Smooth Ceilings ☐ Sound System Wired ☐ Textured Walls ☐ Tray Ceiling ☐ Wet Bar ☒ Window Treatments-All ☐ Window Treatmnt-Some ☐ Workshop	21. Kitchen Equipment: ☐ Compactor Built-In ☐ Convection Oven ☐ Cooktop-Electric ☐ Cooktop-Gas ☐ Double Oven ☒ Dishwasher-Built-In ☒ Disposer ☐ Freezer ☐ Ice Maker Built-In ☐ Indoor Grill ☐ Microwave Built-In ☐ None ☒ Oven-Electric ☐ Oven-Gas ☐ Plumbed Gas in Kitchen ☒ Refrigerator ☐ Self-Cleaning Oven ☒ Stove-Electric ☐ Stove-Gas	24. Pool Features: ☐ Above Ground ☐ Cleaning System ☐ Heated Pool ☐ Indoor Pool ☐ In-Ground Pool ☐ Perimeter Fencing	
14. Lot Description: ☐ Acreage ☒ Corner Lot (end) ☐ Cul-de-sac ☐ Golf Community ☐ Golf Lot ☐ Horses Permitted ☐ Heavy Treed Lot ☐ Interior Lot ☐ Irregular Lot ☐ Pasture ☐ Some Trees ☐ Subdivision ☐ Vacant Lot ☐ View-City ☐ View-Lake/Water ☐ View-Mountain ☐ Water Access ☐ Waterfront Lot	17. Amenities: ☐ Airstrip ☐ BBQ Area ☐ Beach ☐ Bike Trails ☐ Boat Launch ☐ Boat Storage Facility ☐ Boats Not Allowed ☐ Boats-Motorized Allowed ☐ Boats-NonMotor Only ☐ Clubhouse ☐ Common Elevator ☐ Fishing ☐ Gate Attendant ☐ Gated Entrance ☐ Golf ☐ Golf Access ☐ Golf Cart Path ☐ Horse Facilities ☐ Laundry Facilities ☐ Marina ☐ Park ☐ Playground ☐ Pond ☐ Private Lake ☐ River	19. Exterior Features: ☐ Balcony ☐ Barn ☐ Boat House-Private ☐ Deck-Covered ☐ Deck-Open ☐ Deck-Screened ☐ Dock-Private ☒ Fenced (yard) patio ☐ Gazebo ☐ Greenhouse ☐ Grill ☐ Guest Quarters ☐ Lighting System ☐ Patio-Covered ☒ Patio-Open ☐ Porch ☐ Porch-Screened ☐ Sprinkler ☒ Storage Building ☐ Workshop	22. Floors: ☐ Brick ☒ Carpet ☒ Hardwood ☐ Hardwood under Carpet ☐ Hardwood Laminate ☐ Marble ☐ Parquet ☐ Slate ☐ Stone ☒ Tile ☐ Vinyl	25. Showing Instructions: ☒ Call Listing Agent ☐ Call Listing Office ☒ Call Owner ☐ Caution-Alarm ☐ Caution-Pet ☐ Model Home ☐ Showing Service	
15. Fee Includes: ☐ Cable TV Connection ☐ Electricity ☐ Garbage Collection	26. Special Needs: ☐ Barrier Free Counters ☐ Chair Lift ☐ Lower Counters ☐ Ramps ☐ Stall Shower ☐ Support Rails ☐ Wide Doors				
27. Occupancy: ☐ Lease Back ☒ Occupied ☐ Vacant					28. Property Access: ☐ Alley ☒ Curb & Gutters ☐ Dirt Road ☐ Gravel Road ☐ Other ☒ Paved Road ☐ Private Road
23. Bed/Bath Features: ☐ Double Shower ☐ Garden Tub ☐ Jetted Tub ☒ Linen Closet ☒ Separate Shower ☐ Separate Vanities ☐ Shared Bathroom ☐ Sitting Area – Master ☐ Split Bedrooms					

By Seller's signature(s) below, Seller acknowledges that Seller personally reviewed the information set forth above in this Seller Information Sheet and verifies, and does hereby represent and warrant, that all said information was provided by Seller and is accurate and complete to the best of Seller's knowledge.

Dane E. Brown 3/3/10
 Seller Date

Seller

Date

EXCLUSIVE PROPERTY SEARCH REPORT FROM CAROL MILSTER

Residential - Townhouse

Click Photo for Additional Media and Enlargement



MLS#: 458898m **Status:** Active **LP:** \$162,000
Addr: 25 CHASE PLANTATION PKWY, #25 **OrigLP:** \$162,000
County: Shelby **Beds:** 3
Area: 2508BluffPark/Hoover/Riverchase (Shelby) **Baths:** 2/0
Nbr/Com: CHASE PLANTATION **YrBlt/Dsc:** 1985/EXIST
Wtrfrnt: N **WtrfrntName:**
Tax: HOOVER
District:
FloodPin: NSeller'sInitials:____ **Pool:** N/
ElemSch: RIVERCHASE **Middle:** BERRY **High:** SPAIN PARK
MapBk/Pg: 8/159 **WtFeet:** 0
ParcelID: 11-7-25-0-001-001.087
Legal: Chase Plantation 2Nd Sec 000/25
Dir: Drive South on Hwy 31 past the Galleria. When you get to Riverchase turn right on Riverchase Parkway. Drive to the light and go right then turn left into Chase Plantation right across from Riverchase Methodist Church. Drive to second left and #25 is on the end.

Spacious one level, END unit, with extra land to the side. Don't miss this down home feel when you walk through the door. Beautiful hardwood floors in family and dining room. The fireplace has gas burning logs framed in the corner of the room with marble base. This one has very spacious bedrooms and walk in closets. There is a brand new privacy fence across the back patio. New roof in 2008 with ridge vent (pull down attic with mega storage!!). Plantations shutters across the front. Townhome comes complete with washer/dryer and refrigerator. Kitchen has updated tile floor. Nice storage closet off the patio. Don't miss this one!!

Agent Notes: Please leave a card and THANKS for showing! —> Click here to report a possible inaccuracy on this listing <—

RoomType	LvlStyle:	1Story	Parking:	Offstreet
Family	1 Casstrc:	3Brick	Fndatn:	Slab
DiningRoom	1 FirePic:	Gaslog, Gasstart	FirePILoc:	FamilyRm
Kitchen	1 Util/Acc:	Publicwater, WtrHtrGas	Sewer:	CONNECTED
MasterBedrm	1 Energy:	CeilingFan, DblePane, Rdgevent	ConstrStart/End:	/
MasterBath	1 Floors:	Carpet, Hardwood, Tile	OnSite/When:	N/
Bedroom	1 Heating:	Central, Gas	Cooling:	Central, Electric
Bedroom	1 Lot Desc:	Corner, Sometree, Subdivsn	FeeInd:	None
FullBath	1 Laundry:	Dhkupele	Amnties:	
	Interior:	Attic Pulldown, SmoothCeil	Property Access:	Curb/Gutters, Paved Road
	Exterior:	PatioOpen	Basement:	
	Special Needs:		Bath:	Tub/ShowrCombo, SepShwr, ShrdBath, Walk In Closet
	Kitchen Ftr:	Pantry, EatingArea		
	Kitchen Eq.:	Dishwasher BtIn, Disposer, Refrigerator, StoveElec		

LeadPatDisc: NSeller'sInitials:____ **#CarGar:** 0 **#Gar(ML):** 0 **#Gar(Bsmt):** 0 **#Firepic:** 1
TermiteContract: Y **TermiteCompany:** ACTON HOME **Adv:** Y **HousePlan:**
AnnFac: TBA **Financing:** CASH, CONVENTIONAL, FHA **Cndo/ThFee:** Y \$100/Y **AsscFee:** Y \$125/Q **GarFee:** N \$/ **FireFee:** N \$/ **LibFee:** N \$/ **4CIsr:** N

Ownership: Covenants/Restrictions:Y

LstOff: (PSOT) Prudential South O'Town Realty **Office Phone** 205-822-7268 **OwnPfr:** MRS. BROWN/
LstAgt: **Agent Name:** Carol Milster **Direct** 205-540-1843 **Shw:** CallOffice
Co-Off: () **Cell** **Cntct:**
Co-Agt: () **Ph1:**
CommSA: 0 **CommBB:** 3% **CommTB:** 3% **Ph2:**
BrkrRel: AR LockBox: ELEC **ListType/II:** 3/23/2010
ER/FSDRC: N
Misc: **WD:**
Occupancy: Occupied **Internet?:** Y **Show** **Allow AVM?:** Y **Allow Comments?:** N **ED:** 9/23/2010
Bonus: N **Bonus Expiration Date:** **Address?:** Y **Bonus Terms:**

By Seller's signature below, Seller acknowledges that Seller has personally reviewed the information set forth above in this Seller Information Sheet and has verified, and does hereby represent and warrant, that all said information was provided by Seller and is accurate and complete to the best of Seller's knowledge.

Seller: James E. Brown Date: 3/24/10 Seller: _____ Date: _____

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Prepared by Carol Milster of Prudential South O'Town Realty on 3/23/2010 5:57:50 PM

http://www.bhammls.net/ListitBirmingham/ListitLib/report_builder.aspx?report=members... 3/23/2010



20100428000129020 15/19 \$65.00
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AMERICAN RETIREMENT CORPORATION
an affiliate of Brookdale Senior Living Inc.
111 Westwood Place, Suite 200
Brentwood, TN 37027

April 1

March, 2010

Jane Brown
25 Chase Plantation Parkway
Unit #25
Birmingham, AL 35244


20100428000129020 16/19 \$65.00
Shelby Cnty Judge of Probate, AL
04/28/2010 09:47:02 AM FILED/CERT

Re: 25 Chase Plantation Parkway, Unit #25, Birmingham, AL 35244
(the "Property")

Dear Ms. Brown:

We are very excited to have you join our community known as Galleria Woods ("Galleria Woods"), which is owned and operated by one of our affiliates. You have signed or will be signing the Galleria Woods Residency Agreement and Care Agreement – 50% Refund (the "Residency Agreement") which will govern your stay at Galleria Woods. The Residency Agreement provides that you are to pay a total entrance fee of \$129,540. The parties to this letter agreement (the "Agreement") have agreed to structure the payment of the entrance fee as follows: (i) you have paid or will pay 20% of the entrance fee to Galleria Woods, and (ii) American Retirement Corporation ("ARC") will pay or credit the remaining 80% of the entrance fee (the "Deferred Entrance Fee") to Galleria Woods in exchange for your promise to pay the Deferred Entrance Fee to ARC when you sell the above-referenced Property. The purpose of this letter agreement ("Agreement") is to memorialize the understandings and agreements of ARC and you in greater detail as follows:

1. We acknowledge that you have already paid Galleria Woods \$25,908, which represents 20% of the initial \$129,540 entrance fee (including any applicable "second person entrance fee").
2. You agree to pay ARC the balance of the entrance fee (\$103,632) (the "Deferred Entrance Fee") plus accrued interest, if any, contemporaneously with the sale of the Property or as otherwise specified in this Agreement. During the first eight months after the date of this Agreement, the Deferred Entrance Fee will not accrue interest. If the Deferred Entrance Fee is not paid within eight months after the date of this Agreement, it will then begin to accrue interest at the rate of four percent (4%) per year. If the Deferred Entrance Fee and accrued interest is not paid in full within eleven months after the date of this Agreement (and the Residency Agreement is still in effect), you agree to pay the accrued interest on a monthly basis within 15 days of receipt of an invoice from us. If for any reason the Deferred Entrance Fee and all accrued interest thereon is not paid in full within two years after the date of this Agreement, the full amount due under this Agreement will accrue interest at the rate of 7% per year, and the interest rate will increase three percentage points every three months thereafter until the Deferred Entrance Fee and all accrued interest is paid in full (for example, at two years and three months, the interest rate would increase to 10%; at two years and six months, the interest would increase to 13%, etc). Interest charged under this Agreement will not compound. Notwithstanding any provision in this Agreement to the contrary, in no event will

the interest under this Agreement exceed the amount of interest that may be lawfully charged in the state in which the Property is located.

3. You represent and warrant that the Property is currently listed for sale with the following broker: Carol Milster and that you intend to sell the Property for an amount not likely to exceed \$165,000. You acknowledge and agree that you have determined the list price and will determine whether to accept any offer to purchase the Property based on your independent evaluation of the Property and any offer to purchase. As a material inducement to ARC to enter into this Agreement, you agree to use best efforts to sell the Property, which include following the reasonable recommendations of the Broker regarding price adjustments and sales techniques.
4. Except as disclosed on attached Exhibit A, you represent and warrant that you own the Property free and clear of any mortgage, pledge or other encumbrance, that casualty insurance on the Property is currently in effect, that the real estate taxes assessed against the Property have been paid in full and that you will keep the insurance in effect and keep the taxes paid in full until the Deferred Entrance Fee and all accrued interest is paid in full.
5. Until the Deferred Entrance Fee and all accrued interest is paid in full, you agree that you will not mortgage, pledge or otherwise encumber all or any part of the Property or sell, gift, transfer or otherwise convey all or any part of the Property unless the Deferred Entrance Fee and all accrued interest thereon is contemporaneously paid in full to ARC.
6. A breach by you under the Residency Agreement will be deemed a breach by you under this Agreement. Notwithstanding anything herein to the contrary, the Deferred Entrance Fee and all accrued interest thereon will become immediately due and payable if any one of the following circumstances occur (i) you commit a breach under this Agreement or the Residency Agreement and we provide you with written notice of the breach; (ii) the Residency Agreement is terminated or you no longer reside at Galleria Woods; or (iii) by reason of the death of the last surviving resident named in the Residency Agreement.
7. We may set off any amounts that ARC or Galleria Woods may owe you against any amount due ARC under this Agreement. For example, if you become entitled to a refund of a portion of your entrance fee under the terms of your Residency Agreement, that refund will be paid to you by Galleria Woods subject to ARC's right to offset that refund against amounts due ARC under this Agreement. In the event of any breach by you under this Agreement, we shall be entitled to all remedies available in law or in equity, including but not limited to injunctive relief. If we should seek such an injunction, you hereby waive any requirement that we post a bond or any other security.
8. In the event of a dispute under this Agreement, the prevailing party will be entitled to recover all reasonable legal fees and costs incurred by that party related to the dispute.
9. The parties agree that, at the election of any party, any dispute relating to this Agreement (including, but not limited to, any action for injunctive relief), shall be resolved by binding arbitration. If an injunction is sought, the party seeking the injunction will not be required to post a bond or any other security. This provision binds third parties who are not signatories to this

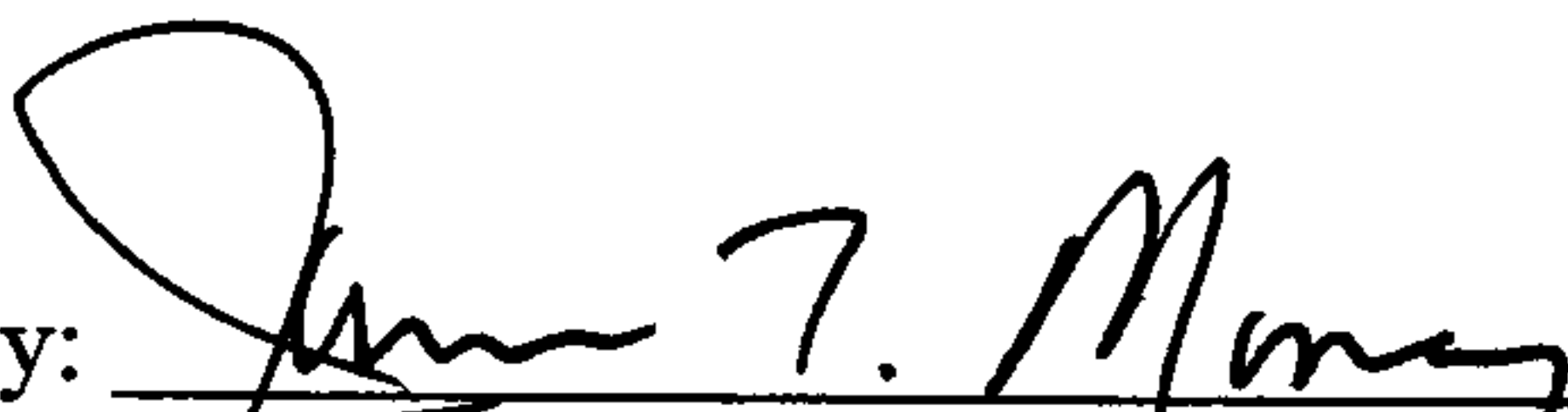
Agreement to the full extent permitted by applicable law. This provision shall be governed by and interpreted under the Federal Arbitration Act. The parties agree that the arbitration will be conducted by one arbitrator and will be completed within 30 days thereafter unless otherwise agreed to among the parties. The arbitrator may award fees and costs in favor of any party as permitted by law. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. **The parties understand that the result of this arbitration provision is that claims or disputes under this Agreement will be resolved as described in this section and may not be brought before a judge or jury without the mutual consent of the parties.**

10. We may assign this Agreement at any time, and the person or entity to whom this Agreement is assigned will have all of our rights and obligations from the date of the assignment forward, including the right to receive payment of the Deferred Entrance Fee and all accrued interest thereon. You may not assign your rights or obligations under this Agreement.
11. We may record a Memorandum of Agreement in the form attached hereto as Exhibit B in the real estate records for the county in which the Property is located.
12. This Agreement and the exhibits attached hereto and the other agreements referenced herein constitute the entire agreement between the parties. This Agreement may not be amended except in writing signed by both parties. This Agreement is binding upon us and our successors and assigns and upon you and your heirs, executors, administrators, and personal representatives. The parties agree that facsimile signatures are binding.

If the foregoing is acceptable to you, please sign this Agreement where indicated below and fax a copy to all parties.

Very truly yours,

AMERICAN RETIREMENT CORPORATION

By: 
Name: James T. Monaghan
Title: SVP Market Development



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AGREED TO AS OF ~~MARCH~~ April 1, 2010


Jane Brown

EXHIBIT A

List of Liens on Property

Please list any mortgage or other lien that may be on the Property and the approximate outstanding balance thereof as of the date of this Agreement.

If there are no mortgages or liens, please write "None."

If this is left blank, it will be deemed to be "None".

None


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