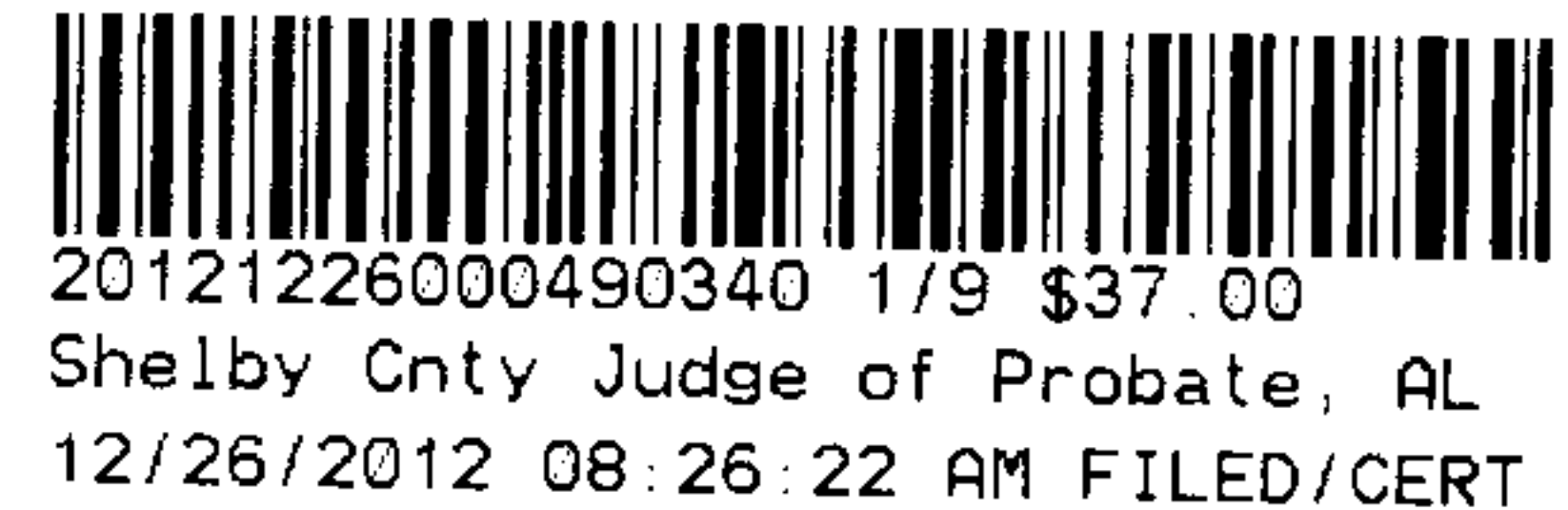


This document prepared by:

E. Berton Spence
Rumberger, Kirk & Caldwell, P.C.
Lakeshore Park Plaza, Suite 125
2204 Lakeshore Drive
Birmingham, Alabama 35209

After recording, return to:

E. Berton Spence
Rumberger, Kirk & Caldwell, P.C.
Lakeshore Park Plaza, Suite 125
2204 Lakeshore Drive
Birmingham, Alabama 35209



Attachments: Exhibit A - Property Description

STATE OF ALABAMA)

SHELBY COUNTY)

SPECIAL WARRANTY DEED

This Special Warranty Deed ("this Deed") is made as of the 30th day of November, 2012, by the parties set forth below based upon the following:

- A. Medplex Group, LLC, an Alabama limited liability company ("Grantor") owns fee title to the real estate and the improvements legally described on Exhibit "A" ("Property"), which is attached hereto and incorporated herein by reference; and,
- B. Grantor is indebted by virtue of a certain loan ("Loan") evidenced by that certain Promissory Note made as of November 14, 2006, by Grantor in the original principal amount of \$6,600,000.00 ("Note"), as well as by certain other documents executed in connection with the Loan and given by Grantor to Countrywide Commercial Real Estate Finance, Inc., a California corporation ("Original Lender") for the purpose of further securing any obligation of Grantor to Original Lender regarding the Loan evidenced by the Note, including but not limited to any and all Guaranties and Indemnities, any and all mortgages, security agreements and documents evidencing security interests of any kind, all financing statements and continuation statements filed or recorded in connection with the Mortgage (as defined below), and any documents executed in connection with the Loan or which describe the rights and obligations of Grantor and Original Lender regarding the Loan or which create rights in favor of Grantor or Original Lender with regard to the Property, including without limitation that certain Loan Agreement made effective between Grantor and Original Lender on November 14, 2006 (the "Loan Documents"), and the entire, remaining, principal amount of the Note together with all

accrued interest and fees thereon is now due and owing; and,

- C. MLCFC 2006-4 Southlake Office, LLC, an Alabama limited liability company ("Mortgagee," "Lender" and "Grantee") is the assignee of all rights of the Original Lender under the Loan Documents and is the Mortgagee of the Mortgage granted by Grantor; to wit: Grantor is the Mortgagor on that certain Mortgage, Security Agreement and Assignment of Leases and Rents made as of November 14, 2006 ("Mortgage") by Grantor, in favor of Original Lender, recorded November 15, 2006, as Document Number 20061115000560150, in the Office of the Judge of Probate of Shelby County, Alabama (the "Records"). The Mortgage was assigned by: (a) Original Lender to LaSalle Bank National Association, as Trustee for the registered holders of ML-CFC Commercial Mortgage Trust 2006-4, Commercial Mortgage Pass-Through Certificates, Series 2006-4 ("Lender #2"), pursuant to that certain Assignment of Mortgage, Security Agreement and Assignment of Lease and Rents effective as of December 12, 2006, and recorded February 12, 2007, as Document Number 20070212000065980 in the Records; and (b) Lender #2 to U.S. Bank National Association, as Trustee for the registered holders of ML-CFC Commercial Mortgage Trust 2006-4, Commercial Mortgage Pass-Through Certificates, Series 2006-4 ("Lender #3"), pursuant to that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents effective as of June 30, 2008, and recorded January 26, 2009, as Document Number 20090126000024500 in the Records; and (c) Lender #3 to Grantee, pursuant to that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents and Other Loan Documents effective as of July 29, 2011, and recorded August 3, 2011, as Document Number 20110803000225900 in the Records; and
- D. Pursuant to the agreements, obligations, representations, warranties and recitals of Grantor and Grantee set out in that certain unrecorded Settlement Agreement between them and all supplementary agreements thereto, including without limitation that certain unrecorded Conveyance Agreement, that certain unrecorded Release of Debt and Recourse Obligations, and that certain unrecorded Plaintiffs' Release, and for such other valuable consideration recited below or existing in fact, the parties have duly executed this Deed;

NOW, THEREFORE, for and in consideration of the following and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

KNOW ALL MEN BY THESE PRESENTS, that pursuant and subject to the terms of this Deed, Grantor, in consideration of its release by Grantee, as Holder and Mortgagee of the Note and Mortgage, of and from any and all debt evidenced by the Loan Documents as set forth and subject to certain provisions and conditions contained in that certain and separate Release of Debt and Recourse Obligations given by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; does hereby grant, bargain, sell and convey unto Grantee all of Grantor's right, title and interest in and to the Property;

TOGETHER WITH all right, title, and interest of Grantor in and to any and all: (a) buildings, structures, improvements, personal property, leases and rents, insurance proceeds, condemnation awards, tax certiorari, conversion, rights, agreements, intangibles, reserve accounts, holdback amounts, and other rights of any kind as set forth in the Mortgage or elsewhere in the Loan Documents and fixtures of every nature whatsoever situated on the Property or in anywise appertaining; (b) claims, demands or rights against third persons and/or entities relating to the Property and the operation thereof, and; (c) roads, alleys, benefits, easements, privileges, tenements, hereditaments, appurtenances, and ways bounding or serving, or in anywise appertaining to the Property;

PROVIDED, HOWEVER, that it is the intention of Grantor and Grantee that this Deed and the effect of the conveyance evidenced hereby shall be governed by and interpreted in accordance with the provisions of Alabama Code §§ 35-10-50 and 51, this Deed being in all respects a conveyance by a Mortgagor to a Mortgagee of the mortgaged Property. Without limiting the generality of the foregoing sentence, Grantor and Grantee agree that this Deed shall have the effect of transferring absolute title to this Property to Grantee free of any statutory or equitable right of redemption in Grantor, or anyone claiming by or through Grantor;

FURTHER PROVIDED, HOWEVER, that it is the intent of Grantor and Grantee that (a) the interests of Grantor conveyed to Grantee hereunder and the interests of Grantee existing under the Mortgage shall not merge upon or after the transfer of this Deed; (b) the Mortgage shall continue in full force and effect and shall remain as a first priority lien against the Property notwithstanding the transfer of the Property to Grantee; and (c) Grantee shall retain the right to foreclose on the Property after the transfer of this Deed but agrees not to seek a judgment for deficiency against Grantor;

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion: Grantor does for itself, its successors and assigns, covenant with and warrant to Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Property, that the Property is free from all encumbrances, that it has good right, power, and authority to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever against every person whomsoever lawfully claiming the same or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be properly executed by their respective duly authorized representative as of the respective dates set forth below (if any such date is blank, then the applicable date of execution will be deemed to be the date of the respective acknowledgment).

SIGNATURE PAGE FOLLOWS

GRANTOR

MEDPLEX GROUP, LLC, an Alabama
limited liability company

By: 

Robert A. Simon

Its: Manager

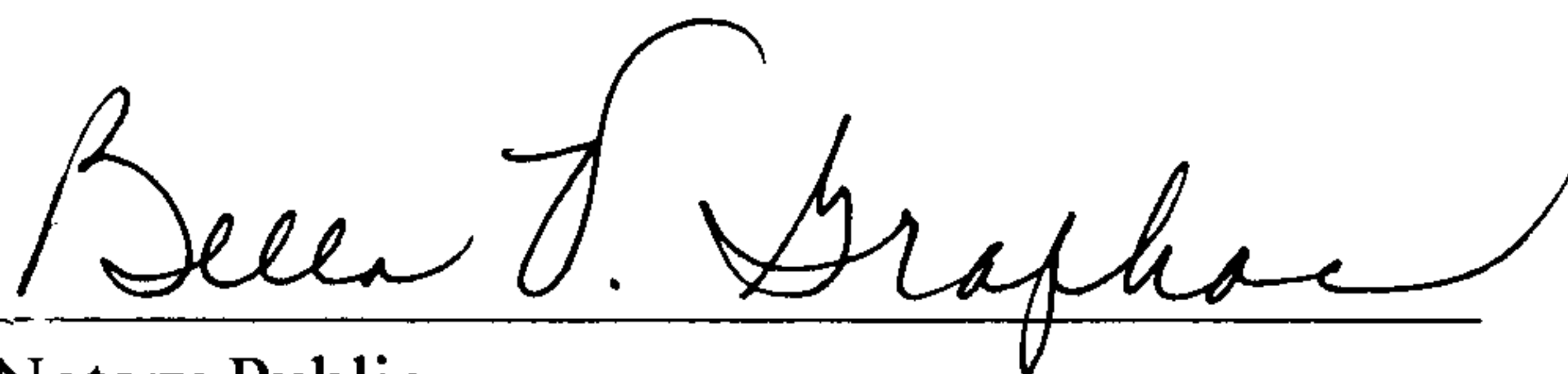
Date: 11.16.12

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Simon, acting solely in his capacity as Manager of **Medplex Group, LLC, an Alabama limited liability company**, whose name is signed to the foregoing instrument and who is known to me or who has provided to me sufficient identification, acknowledged before me on this day that being informed of the contents of the instrument, he, in his capacity as such Manager of Medplex Group, LLC, and with full authority, executed this instrument voluntarily for and as the act of Medplex Group, LLC on the day that bears the same date.

Given under my hand this the 16th day of November, 2012.



Notary Public

My Commission Expires:

09/06/15

[Notary Seal]

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL I:

Lot 1-A, according to the Resurvey of Lots 2, 4, and 5, Medplex, as recorded in Map Book 15, page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with beneficial rights granted in those certain easements and other instruments recorded in Real Book 153 page 395, Real Book 155 page 944, Real Book 154 page 735, Real Book 170 page 303 and Map Book 15 page 20 in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 2-A, according to the Resurvey of Lots 2, 4, and 5, Medplex, as recorded in Map Book 15, page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with beneficial rights granted in those certain easements and other instruments recorded in Real Book 153 page 395, Real Book 155 page 944, Real Book 154 page 735, Real Book 170 page 303 and Map Book 15 page 20 in the Probate Office of Shelby County, Alabama.

Real Estate Sales Validation Form

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

Grantor's Name Medplex Group, LLC
Mailing Address 1904 First Avenue South
Suite 300
Birmingham, Alabama 35203

Grantee's Name MLCFC 2006-4 Southlake Office, LLC
Mailing Address C/O LWR Partners LLC
1601 Washington Avenue, Suite 700
Miami Beach, FL 33139

Property Address 4515 & 4517 Southlake Pkwy
Birmingham, Alabama
35244

Date of Sale 11/ /2012
Total Purchase Price \$ _____
or
Actual Value \$ 5,550,000.00
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
☐ Sales Contract
☐ Closing Statement

☒ Appraisal
☐ Other

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 _____

SEE ATTACHED
SIGNATURE PAGE

☐ Unattested

Sign _____

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

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Form RT-1



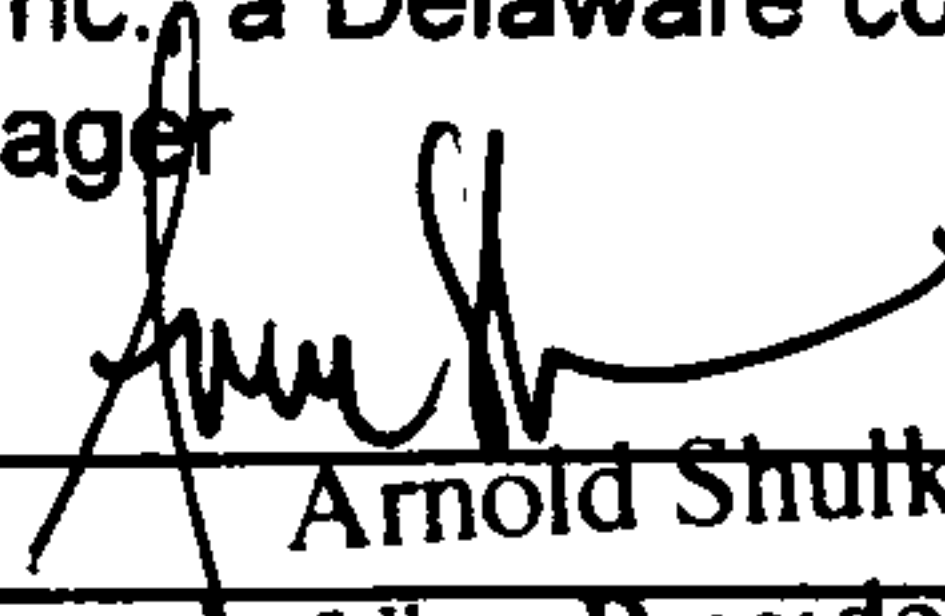
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Shelby Cnty Judge of Probate, AL
12/26/2012 08:26:22 AM FILED/CERT


[SIGNATURE PAGE TO REAL ESTATE SALES VALIDATION FORM]

GRANTEE:

MLCFC 2006-4 SOUTHLAKE OFFICE, LLC,
an Alabama limited liability company

By: LNR Alabama Partners, LLC, a Delaware
limited liability company, as successor by
statutory conversion to LNR Alabama
Partners, Inc., a Delaware corporation,
as its Manager

By: 
Name: Arnold Shulkin
Title: Vice President


20121226000490340 7/9 \$37.00
Shelby Cnty Judge of Probate, AL
12/26/2012 08:26:22 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Medplex Group, LLC
Mailing Address 1904 First Avenue South
Suite 300
Birmingham, Alabama 35203

Grantee's Name MLCFC 2000-4 Southlake Office, LLC
Mailing Address C/O LNR Partners LLC
1601 Washington Avenue, Suite 700
Miami Beach, FL 33139

Property Address 4515 & 4517 Southlake Pkwy
Birmingham, Alabama
35244

Date of Sale 11/ /2012
Total Purchase Price \$
or
Actual Value \$ 5,550,000.00
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
☐ Sales Contract
☐ Closing Statement
☒ Appraisal
☐ Other

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.

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Date

Print

SEE ATTACHED
SIGNATURE PAGE

 Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

186285

Form RT-1

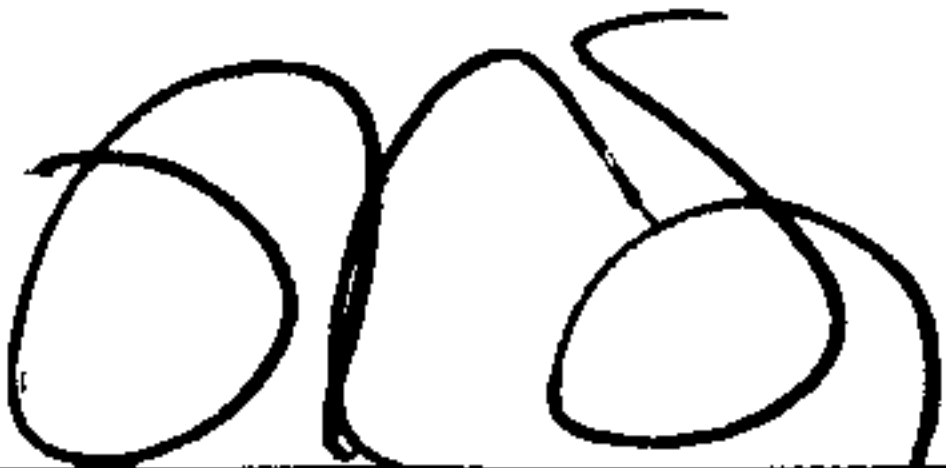



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Shelby Cnty Judge of Probate, AL
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[SIGNATURE PAGE TO REAL ESTATE SALES VALIDATION FORM]

GRANTOR:

MEDPLEX GROUP, LLC, an Alabama
limited liability company

By: 
Name: Robert A. Simon
Title: Manager


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Shelby Cnty Judge of Probate, AL
12/26/2012 08:26:22 AM FILED/CERT