

IN THE SUPERIOR COURT OF RABUN COUNTY
STATE OF GEORGIA

UNITED COMMUNITY BANK,

Plaintiff,

GC LOT LOAN, LLC, a Georgia limited liability
Company and RL PROP 2011-1 INVESTMENTS
LLC, a Delaware limited liability company,

Intervenors and Plaintiffs,

v.

SELAF WATERFALL DEVELOPMENT CO.,
LLC, SELAF WATERFALL COUNTRY CLUB,
LLC, SELAF WATERFALL WATER AND
SEWER, LLC, and SELAF WATERFALL
HOLDING CO., LLC,

Defendants.

Civil Action

File No. 2012-CV-0315-S

**ORDER APPROVING JOINT MOTION BY RECEIVER, UNITED COMMUNITY
BANK, GC LOT LOAN, LLC, RL PROP 2011-1 INVESTMENTS, LLC, AND RABUN
COUNTY COMPANY FOR: 1) APPROVAL OF SETTLEMENT; AND 2)
MODIFICATION OF A PRIOR ORDER OF THIS COURT OF FEBRUARY 8, 2013**

This matter is before the Court upon the Joint Motion (the "Joint Motion") by Hays Financial Consulting, LLC, the Receiver (the "Receiver") for the property previously known as the Lake Burton Club (the "Club" or the "Property") of the above captioned Defendants, United Community Bank ("UCB"), Plaintiff in the above captioned Proceeding (the "State Court Action"), GC Lot Loan, LLC ("GCL"), RL Prop 2011-1 Investments, LLC ("RL Prop"), and Rabun County Company ("RCC") (collectively, GCL, RL Prop, and RCC are the "Intervenors"), for: 1) approval of a settlement (the "Settlement") by and between the Receiver, UCB, and the Intervenors (collectively, the Receiver, UCB, and the Intervenors are the "Parties"); and 2) modification pursuant to the terms of the Settlement of the Order of this Court dated February 8,

Exhibit B

2013 (the "Payment Order") directing payment of unpaid obligations (the "Obligations") of the Receivership Estate (the "Receivership Estate" or "Receivership"). No further notice or hearing being required since the Parties to the relief sought in the Joint Motion have consented to and joined therein, after thorough consideration of the Joint Motion, the record in this Proceeding, other pleadings and reports filed in the Receivership, this Court having been fully advised, for good cause shown, it is hereby:

ORDERED and ADJUDGED that the Joint Motion is granted in all respects, the Settlement between the Parties is APPROVED, and the Payment Order is modified to conform to the terms of the Joint Motion; and it is further

ORDERED and ADJUDGED that the assessment in the Payment Order of the unpaid portion of the Obligations¹ to UCB and obligation of UCB in the Payment Order to pay to the Receiver the Shortfall in the amount of \$52,356 shall be replaced with the following obligations:

- i. UCB shall pay \$9,000 to the Receiver for the partial payment of the Shortfall related to the payment of the Obligations (the "UCB Payment");
- ii. The Intervenors shall pay \$17,000 (the "Intervenors Payment") to UCB who will pay the Intervenors Payment and the UCB Payment (collectively the "Settlement Payments") to the Receiver for the partial payment of the Shortfall related to the payment of the Obligations; and
- iii. After the payment to the Receiver of the Settlement Payments, the Parties agree that the remaining portion of the Shortfall shall remain unpaid and be satisfied by a corresponding reduction in the allowed fees to be paid to the Receiver; and it is further

¹ Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Joint Motion.

ORDERED and ADJUDGED that the funds and Negotiable Instruments maintained in the Registry of the Court for the Receivership have been paid and delivered by the Clerk of Court of Rabun County to the Receiver, the Receiver is authorized to endorse the Negotiable Instruments delivered to the Receiver from the Registry of the Court or any substitutes, replacements, or collections thereon, and the Receiver is authorized to distribute such funds as are in the possession of the Receiver to: i) the payment in full of the allowed fees and expenses approved by this Court pursuant to the Final Fee Application with the exception of the reduction of the fees allowed to the Receiver by the unpaid amount of the Shortfall; and ii) the payment of the remaining outstanding Obligations of the Receivership; and it is further

ORDERED and ADJUDGED that the Receiver shall: i) distribute in payment of the Obligations of the Receivership the funds from the Registry of the Court, the funds from the Negotiable Instruments received from the Clerk of the Court, any insurance refunds presently held or to be received by the Receiver as a result of the Receivership, and the funds from the Settlement Payments; ii) have no liability for the payment of the Obligations or any unpaid expenses of the Receivership, the Club, or the Property other than as set forth herein; and iii) file a Final Report of Distribution with the Court; and it is further

ORDERED and ADJUDGED that the schedule attached to the Joint Motion as Exhibit "A" detailing: 1) the funds currently in the possession of the Receiver; 2) the funds to be received by the Receiver pursuant to the Settlement; and 3) the Obligations to be paid by the Receiver from funds available in the Receivership Estate is hereby APPROVED; and it is further

ORDERED and ADJUDGED because the Intervenors allege that either an entity associated with Peter Anzo or Peter Anzo, a principal of the Intervenors, has already paid certain Obligations, to the extent that a party has paid any Obligations set forth in the schedule attached

as Exhibit "A" to the Joint Motion, such Obligation shall not be paid by the Receiver, but instead paid to the party who paid the Obligation upon receipt and verification by the Receiver of appropriate documentation to establish that such party has: 1) paid the particular Obligations for which the party seeks to be reimbursed; and 2) properly succeeded to the right to receive payment for such Obligation; and it is further

ORDERED and ADJUDGED that the Receiver shall consult with Peter Anzo prior to paying the Obligations identified on the schedule attached to the Joint Motion as Exhibit "A" as having been purportedly paid by Peter Anzo or an entity associated with Peter Anzo; and it is further

ORDERED and ADJUDGED that the releases set forth in the Joint Motion are hereby APPROVED, AUTHORIZED, and EFFECTIVE upon the terms set forth in the Joint Motion; and it is further

ORDERED and ADJUDGED that the Receiver, the Intervenor and UCB hereby release and waive any right to appeal the Payment Order as modified herein, the Fee Application Order, the Termination Order, and any other order previously entered in the Superior Court Action; and it is further

ORDERED and ADJUDGED that the receipt of the full amount of the Settlement Payments by the Receiver will constitute full and final settlement of the claims related to the Receivership by and between the Receiver and UCB and the Receiver and the Intervenor and the Parties shall have no further liability to the Receivership Estate effective after the receipt by the Receiver of the full amount of the Settlement Payments; and it is further

ORDERED and ADJUDGED that, immediately upon the entry of the Order approving the Joint Motion, the Receiver shall be authorized to approve and cause the disbursement of the

final payment from the escrow account maintained at the law firm of Moore & Reese, LLC, related to the Willmer Engineering Study (the "Study") associated with the Property upon receipt by the Receiver of the report regarding the Study, a copy of the Study will be supplied by the Receiver to UCB and the Intervenors; and it is further

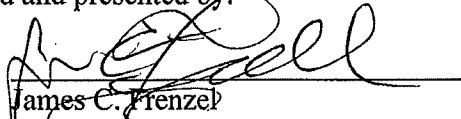
ORDERED and ADJUDGED that to the extent that any dispute arises concerning the administration of the assets entrusted to the Receiver, the administration of the Receivership, or to the extent that any person or entity seeks to pursue or assert any claim or action against the Receiver arising out of or related to its duties as Receiver in this case, the Court shall retain jurisdiction to hear and resolve any such disputes or claims.

This the 11th day of March, 2013.



Judge Russell W. Smith
Judge of Superior Court
Rabun County, Georgia

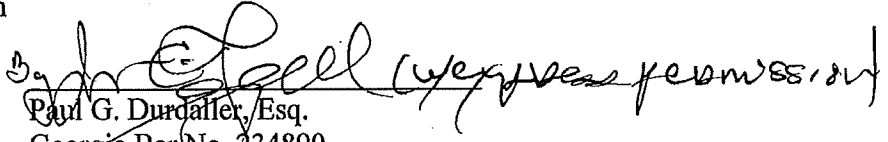
Order consent to and prepared and presented by:



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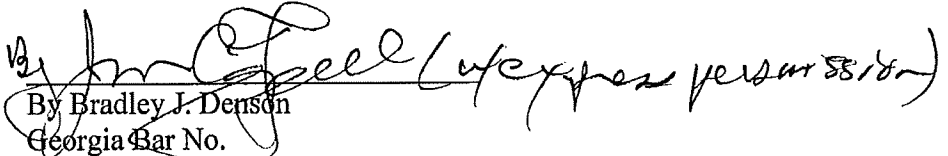
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