

UPON RECORDING RETURN TO:  
Kutak Rock LLP  
Peachtree Center South Tower, Suite  
2100  
225 Peachtree Street, N.E.  
Atlanta, GA 30303-1731  
Attention: Ruth E. Isaac

SEND TAX NOTICE TO:  
Wilkinson CGR Cahaba Lakes  
% Wilkinson Group Inc.  
6190 Powers Ferry Rd. Ste 200  
Atlanta GA 30339

**STATUTORY WARRANTY DEED IN LIEU OF FORECLOSURE**

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

**THIS INDENTURE**, made as of the 31<sup>st</sup> day of March, 2010, between **JRC Hunter's Pointe LLC**, an Illinois limited liability company (as to an undivided 2.148% interest), **JRC Lakeside Limited Partnership**, an Illinois limited partnership (as to an undivided 3.797% interest), **JRC Lakeside Property (GMO), LLC**, a Delaware limited liability company (as to an undivided 1.345% interest), **JRC Lakeside Property (O'Hare), LLC**, a Delaware limited liability company (as to an undivided 3.372% interest), **JRC Property (Quail), L.L.C.**, a Delaware limited liability company (as to an undivided 2.436% interest), **Victorville Evanston, L.L.C.**, an Illinois limited liability company (as to an undivided 2.991% interest), **JRC Parcwood Property (GMO), LLC**, an Illinois limited liability company (as to an undivided 6.190% interest), **JRC Parcwood Property (O'Hare), LLC**, an Illinois limited liability company (as to an undivided 2.473% interest), **JRC Mt. Pleasant/Vermillion, LLC**, an Illinois limited liability company (as to an undivided 10.76103393% interest), **JRC Charleston Limited Partnership**, an Illinois limited partnership (as to an undivided 1.488% interest), **JRC Southfield/W-L Limited Partnership**, an Illinois limited partnership (as to an undivided 5.391% interest), **R&J Southfield LLC**, an Illinois limited liability company (as to an undivided 2.839% interest), **JRC Powerline Chattanooga LLC**, an Illinois limited liability company (as to an undivided 2.456% interest), **JRC Cahaba LLC**, an Illinois limited liability company (as to an undivided 52.31296607% interest) (herein called "Grantor"), and Wilkinson CGR Cahaba Lakes, LLC, a Georgia limited liability company (herein called "Grantee"), whose mailing address is 6190 Powers Ferry Road, Ste. 200, Atlanta GA 30339.

**WITNESSETH:** That Grantors, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on **Exhibit A**, attached hereto and made a part hereof (the "Property") free of any right of redemption or other right or interest of Grantor or anyone claiming by, through or under Grantor.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

Without expanding by implication the limited nature of this warranty, this Deed and the warranty of title contained herein are made expressly subject to the list of permitted exceptions set forth on **Exhibit B** attached hereto and made a part hereof (collectively, the "Permitted Exceptions"). By accepting this Deed, Grantee is deemed to have assumed all of Grantors' obligations relating to the Property under the Permitted Exceptions.

Grantors expressly provide that this Statutory Warranty Deed, pursuant to Alabama Code Section 35-10-50, is a deed in lieu of foreclosure and shall be treated as such for Alabama law and recording purposes.

Except as to any claims arising from or with respect to the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantors" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

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Shelby Cnty Judge of Probate, AL  
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[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

JRC HUNTER'S POINTE LLC, an Illinois limited liability company

By: Jupiter Hunter's Pointe Inc., an Illinois corporation, its sole manager

By: E. Michael Pompa  
Name: E. Michael Pompa  
Title: President & CFO

STATE OF ILLINOIS )

COOK COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompa, whose name as President & CFO of Jupiter Hunter's Pointe Inc., an Illinois corporation, as the sole manager of JRC Hunter's Pointe LLC, an Illinois limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma L. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/12



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Shelby Cnty Judge of Probate, AL  
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[Signature Page to Special Warranty Deed]

JRC LAKESIDE LIMITED PARTNERSHIP, an  
Illinois limited partnership

By: JRC Lakeside, Inc., an Illinois corporation,  
its sole general partner

By: E. Michael Pomazzi  
Name: E. Michael Pomazzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pomazzi, whose name as President & CEO of JRC Lakeside, Inc., an Illinois corporation, as the sole general partner of JRC Lakeside Limited Partnership, an Illinois limited partnership, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such sole general partner as aforesaid, for and as the act of said limited partnership.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma L. Lara  
Notary Public

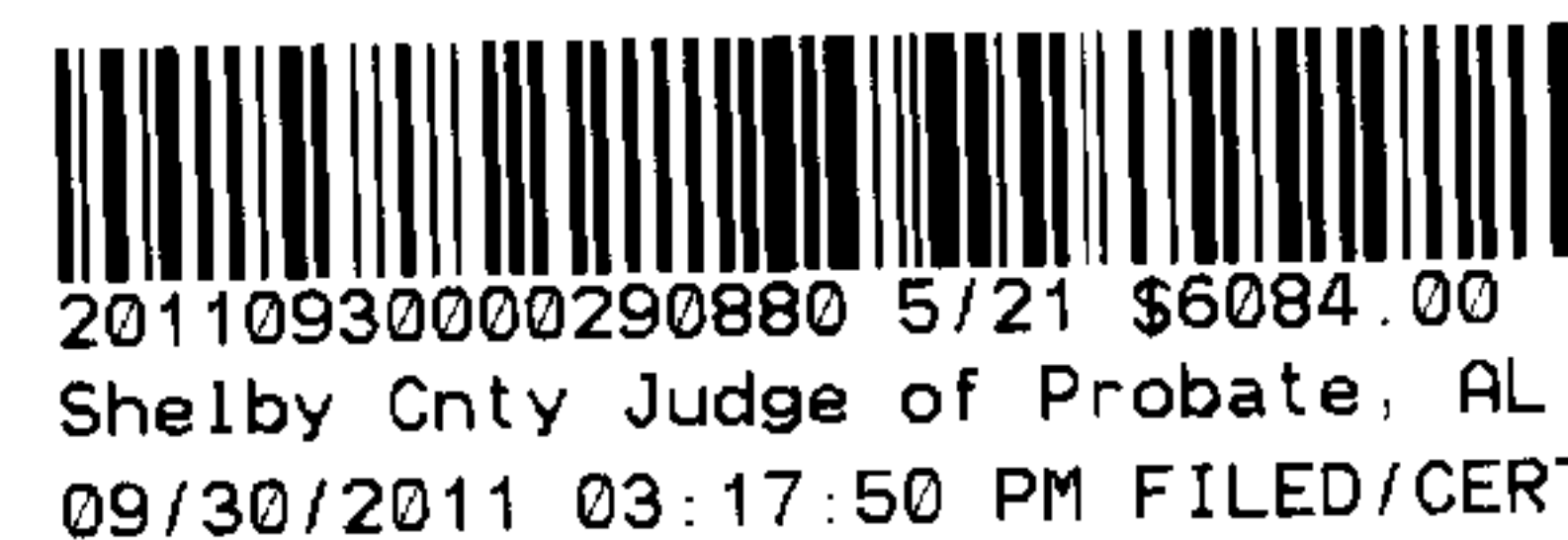
[NOTARIAL SEAL]

My commission expires: 10/20/2012



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[Signature Page to Special Warranty Deed]



JRC LAKESIDE PROPERTY (GMO), LLC, a  
Delaware limited liability company

By: JRC Lakeside, Inc., an Illinois corporation,  
its sole manager

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as President & CEO of JRC Lakeside, Inc., an Illinois corporation, as the sole manager of JRC Lakeside Property (GMO), LLC, a Delaware limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>ST</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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JRC LAKESIDE PROPERTY (O'HARE), LLC, a  
Delaware limited liability company

By: JRC Lakeside, Inc., an Illinois corporation,  
its sole manager

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as President & CEO of JRC Lakeside, Inc., an Illinois corporation, as the sole manager of JRC Lakeside Property (O'Hare) LLC, a Delaware limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

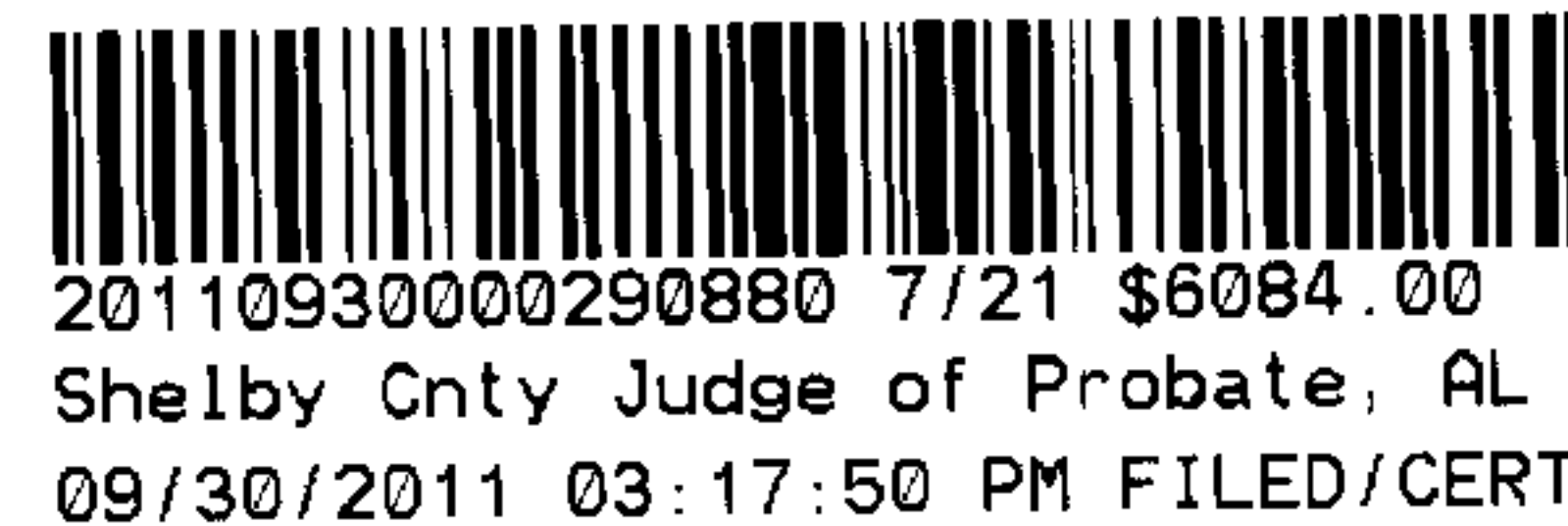
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My commission expires: 10/20/2012



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[Signature Page to Special Warranty Deed]



JRC PROPERTY (QUAIL) L.L.C., a Delaware  
limited liability company

By: JRC Lakeside, Inc., an Illinois corporation,  
its sole manager

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as President & CEO of JRC Lakeside, Inc., an Illinois corporation, as the sole manager of JRC Property (Quail) L.L.C., a Delaware limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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VICTORVILLE EVANSTON, L.L.C., an Illinois  
limited liability company

By: DJ Evanston, Inc., an Illinois corporation, its  
manager

By: E. Michael Pompazzi  
Name: E. Michael Pompazzi  
Title: President & CEO

STATE OF ILLINOIS )  
COOK COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that  
E. Michael Pompazzi, whose name as President & CEO of  
DJ Evanston, Inc., an Illinois corporation, as the manager of Victorville Evanston, L.L.C., an  
Illinois limited liability company, 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  
or she, as such officer and with full authority, executed the same voluntarily for and as the act of  
said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said  
limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma Lara  
Notary Public

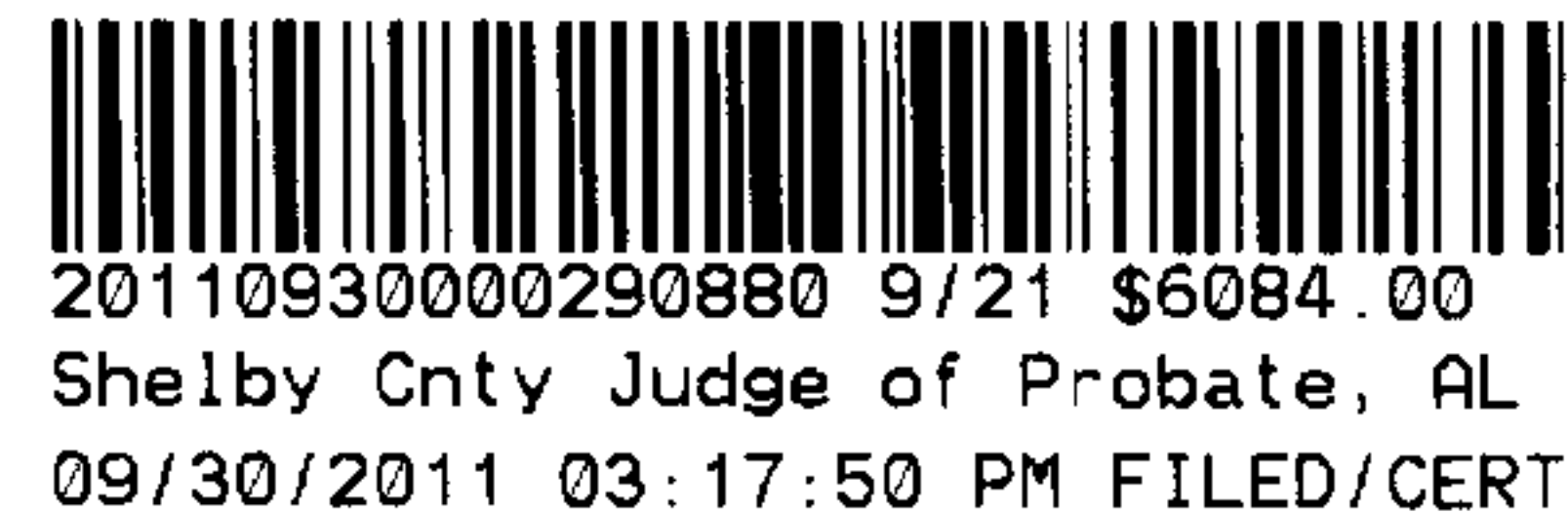
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My commission expires: 10/20/2012



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[Signature Page to Special Warranty Deed]

JRC PARCWOOD PROPERTY (GMO), LLC, an Illinois limited liability company

By: JRC Parcwood, Inc., an Illinois corporation, its manager

By: E. Michael Pomprizzi  
Name: E. Michael Pomprizzi  
Title: President & CEO

STATE OF ILLINOIS )

COOK COUNTY )

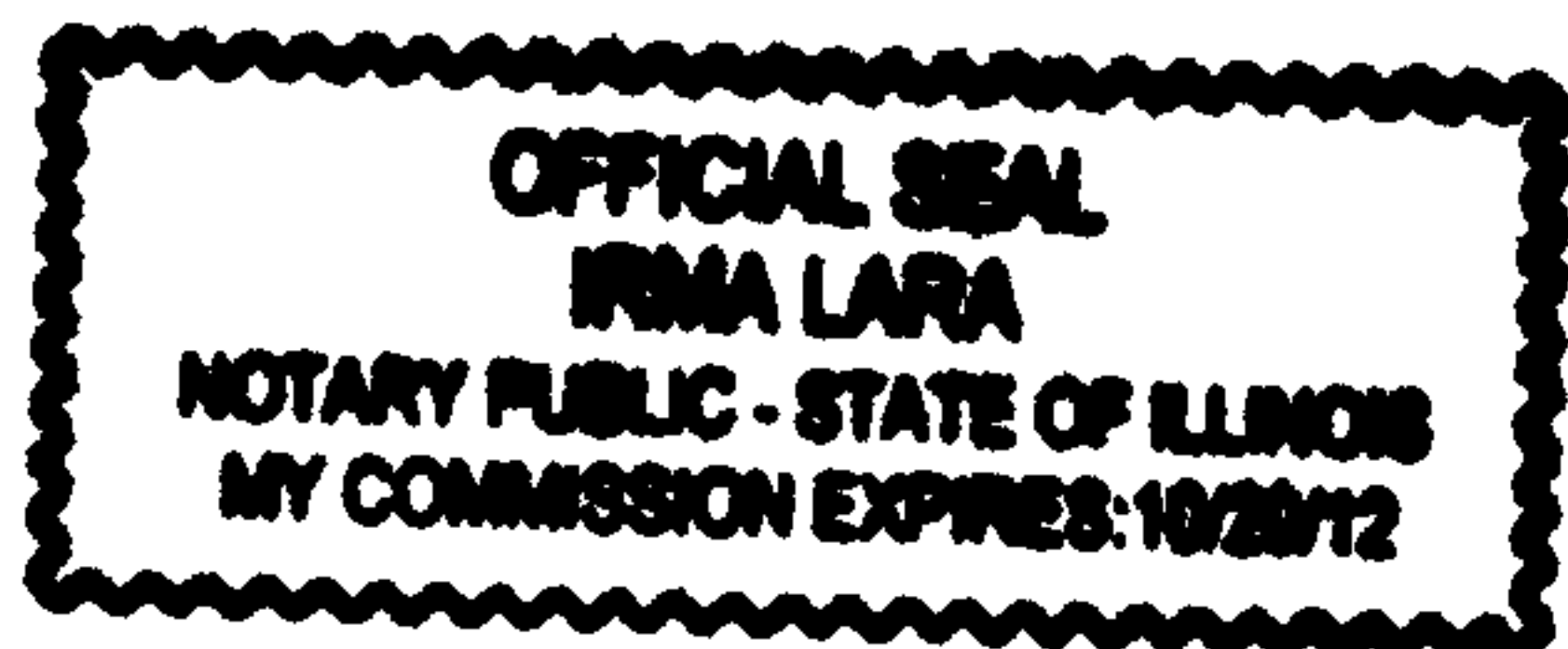
I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pomprizzi, whose name as President & CEO of JRC Parcwood, Inc., an Illinois corporation, as the manager of JRC Parcwood Property (GMO), LLC, an Illinois limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>ST</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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JRC PARCWOOD PROPERTY (O'HARE), LLC,  
an Illinois limited liability company

By: JRC Parcwood, Inc., an Illinois corporation,  
its manager

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Title: President CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as President CEO of JRC Parcwood, Inc., an Illinois corporation, as the manager of JRC Parcwood Property (O'Hare), LLC, an Illinois limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>ST</sup> day of APRIL, 2010.

Irma Y. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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Shelby Cnty Judge of Probate, AL  
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JRC MT. PLEASANT/VERMILLION, LLC, an  
Illinois limited liability company

By: JRC Mount Pleasant, Inc., an Illinois  
corporation, its sole manager

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that  
E. Michael Pompizzi, whose name as President & CEO of  
JRC Mount Pleasant, Inc., an Illinois corporation, as the sole manager of JRC Mt.  
Pleasant/Vermillion, LLC, an Illinois limited liability company, 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 or she, as such officer and with full authority, executed the  
same voluntarily for and as the act of said corporation, acting in its capacity as such manager as  
aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

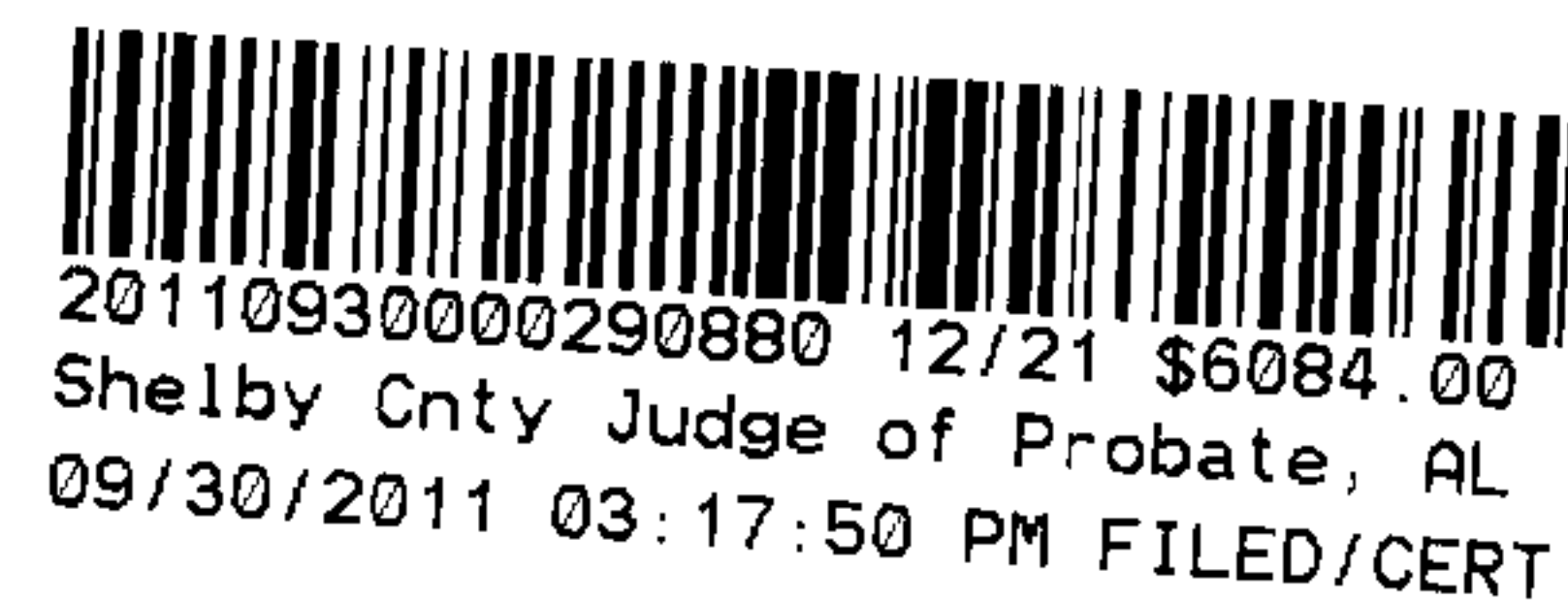
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My commission expires: 10/20/2012



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JRC CHARLESTON LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: JRC Southeast, Inc., an Illinois corporation,  
its general partner

By: E. Michael Pomazzi  
Name: E. Michael Pomazzi  
Title: President & CEO

STATE OF ILLINOIS )

COOK COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pomazzi, whose name as President & CEO of JRC Southeast, Inc., an Illinois corporation, as the general partner of JRC Charleston Limited Partnership LLC, an Illinois limited partnership, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such general partner as aforesaid, for and as the act of said limited partnership.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma J. Lara

Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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JRC SOUTHFIELD/W-L LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: JRC Southfield, Inc., an Illinois corporation,  
its general partner

By: E. Michael Pompazzi  
Name: E. Michael Pompazzi  
Title: President & CEO

STATE OF ILLINOIS )

COOK COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompazzi, whose name as President & CEO of JRC Southfield, Inc., an Illinois corporation, as the general partner of JRC Southfield/W-L Limited Partnership, an Illinois limited partnership, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such general partner as aforesaid, for and as the act of said limited partnership.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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 Shelby Cnty Judge of Probate, AL  
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R&J SOUTHFIELD LLC, an Illinois limited  
 liability company

By: JRC Tree Trail, Inc., an Illinois corporation,  
 its manager

By: E. Lee Pomp  
 Name: E. Michael Pompizzi  
 Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that  
E. Michael Pompizzi, whose name as President & CEO of  
 JRC Tree Trail, Inc., an Illinois corporation, as the manager of R&J Southfield LLC, an Illinois  
 limited liability company, 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  
 or she, as such officer and with full authority, executed the same voluntarily for and as the act of  
 said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said  
 limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma Y. Lara  
 Notary Public

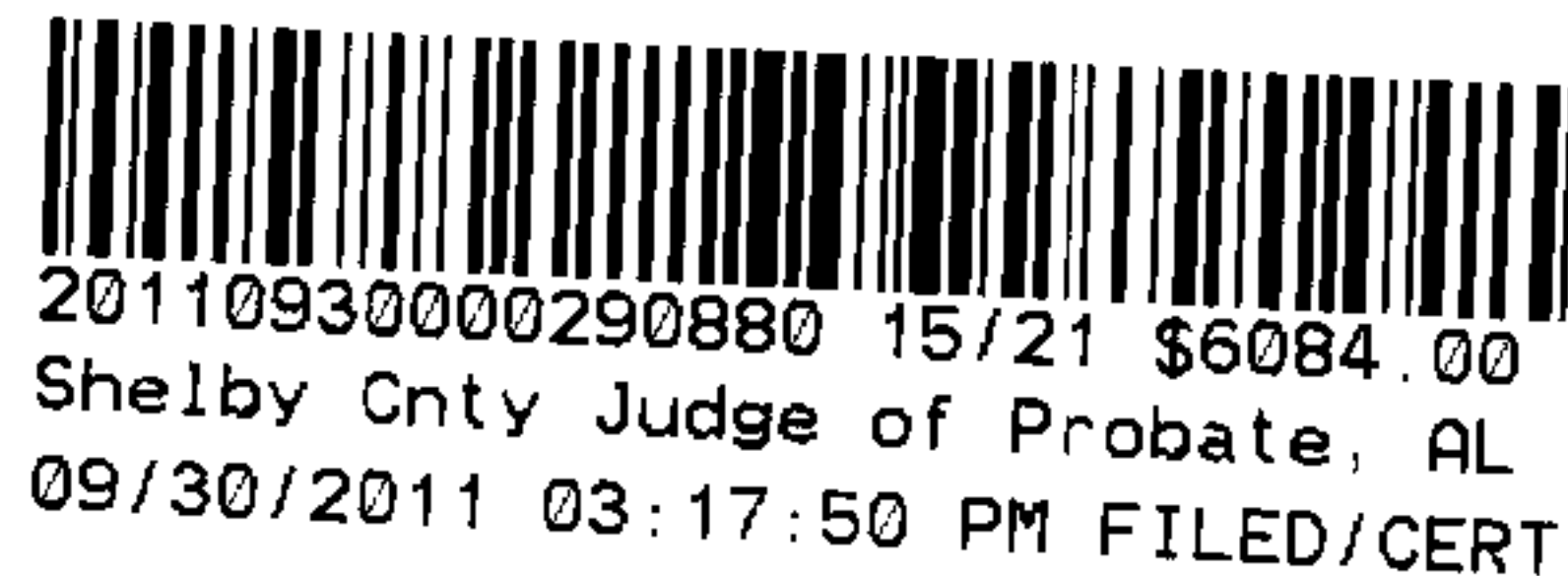
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My commission expires: 10/20/2012



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[Signature Page to Special Warranty Deed]

JRC POWERLINE CHATTANOOGA LLC, an  
Illinois limited liability company

By: JRC Chattanooga, Inc., an Illinois  
corporation, its manager

By: E. Lee Pomeroy  
Name: E. Michael Pompizzi  
Title: President & CEO

STATE OF ILLINOIS

COOK COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as President & CEO of JRC Chattanooga, Inc., an Illinois corporation, as the manager of JRC Powerline Chattanooga LLC, an Illinois limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma J. Lara  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/20/2012



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[Signature Page to Special Warranty Deed]

JRC CAHABA LLC, an Illinois limited liability company

By: Jupiter Hunter's Pointe Inc., an Illinois corporation, its manager

By: E. Michael Pomplitz  
 Name: E. Michael Pomplitz  
 Title: President & CEO

STATE OF ILLINOIS )

COOK COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pomplitz, whose name as President & CEO of JRC Hunter's Pointe Inc., an Illinois corporation, as the manager of JRC Cahaba LLC, an Illinois limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid, for and as the act of said limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2010.

Irma Y. Lara  
 Notary Public

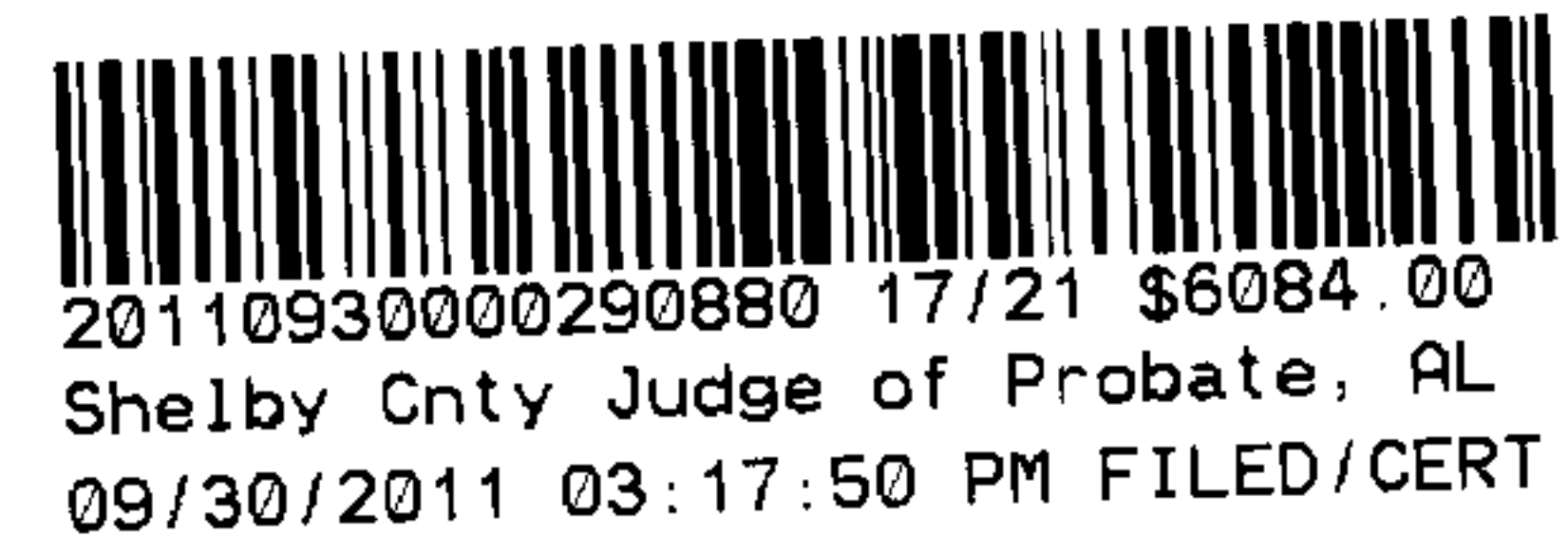
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My commission expires: 10/20/2012





**EXHIBIT A**  
**LEGAL DESCRIPTION**



A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the Southeast corner of said quarter section run in a Westerly direction along the South line of said quarter section for a distance of 311.91 feet to a point on the West right of way line of a public county road known as Cahaba Beach Road, said point being the Point of Beginning of the parcel herein described;

from the point of beginning thus obtained run Westerly along said South line of said quarter section for a distance of 1009.39 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said section;

thence turn an angle to the right of 87 degrees 52 minutes 43 seconds and run in a Northerly direction along the West line of the East half of the Northeast quarter of said Section 36 for a distance of 2687.32 feet to the Northwest corner of said East half of the Northeast quarter section;

thence turn an angle to the right of 92 degrees 09 minutes 31 seconds and run in an Easterly direction along the North line of said section for a distance of 1314.78 feet to the Northeast corner of said section;

thence turn an angle to the right of 87 degrees 42 minutes 06 seconds and run in a Southerly direction along the East line of said section for a distance of 2128.72 feet to a point on the West right of way line of said Cahaba Beach Road, said point lying in a curve to the left, said curve having a radius of 756.37 feet, a central angle of 15 degrees 33 minutes 20 seconds and a chord of 204.72 feet which forms an interior angle of 145 degrees 24 minutes 26 seconds with the East line of said section;

thence run in a Southwesterly direction along the arc of said curve in said right of way for a distance of 205.35 feet to the end of said curve;

thence run Southwesterly along said right of way and tangent to the last curve for a distance of 327.30 feet to the beginning of a curve to the right in said right of way; said curve having a central angle of 5 degrees 01 minute 58 seconds and a radius of 1111.0 feet;

thence run in a Southwesterly direction along the arc of said curve for a distance of 97.58 feet to the Point of Beginning.

Said parcel contains 79.118 Acres (3,446,380.08 square feet), more or less and is more particularly described according to that certain ACSM/ALTA Survey of 100 Hunt Cliff Road, Hunter's Pointe Apartments, Shelby County, Alabama prepared by Carr & Associates Engineers, Inc., bearing the seal and certification of Barton F. Carr, R.L.S. No. 16685, dated December 2003, last revised February 10, 2004, Job No. 03.1107.

**TOGETHER WITH** rights contained in that certain Restrictive Use Agreement among JRC Lakeside Limited Partnership, JRC Lakeside Property (GMO), LLC, JRC Lakeside Property (O'Hare), LLC, JRC Lakeside (Quail Ridge), LLC, JRC Lakeside (Quail/Queen), LLC, JRC Property (Quail), L.L.C., JRC Hunter's Pointe LLC, JRC Drake/Georgia Limited Partnership, JRC Charleston Limited Partnership, JRC Southfield/W-L Limited Partnership, R&J Southfield LLC, CCC, LLC, JRC Powerline Chattanooga LLC, TMG Southfield Associates LLC, Victorville Evanston, L.L.C., JRC Parcwood Property (O'Hare), LLC, JRC Parcwood Property (GMO), LLC, JRC Mt. Pleasant/Vermillion, LLC and Cahaba Beach Investments, LLC, dated October 14, 2005, filed October 24, 2005 as Instrument No. 20051024000550540, Office of the Judge of Probate, Shelby County, Alabama; and re-recorded October 24, 2006 as Instrument No. 20061024000523460, aforesaid records.



**EXHIBIT B**

**PERMITTED TITLE EXCEPTIONS**

1. All taxes and assessments for the year 2010 and subsequent years, not yet due and payable.
2. Rights of tenants in possession, as tenants only, under unrecorded leases or occupancy agreements, with no options to purchase or rights of first refusal to purchase.
3. Restrictions as set forth in Deed of Declaration in Real Book 54, page 199, in the office of the Probate Judge of Shelby County, Alabama.
4. Title to all minerals and mining rights and other rights, privileges and immunities as set out in the Warranty Deed recorded in Real Book 41, page 83, aforesaid Records.
5. Riparian and other rights created by the fact that the subject property fronts Lake Dixie.
6. Roadway Easement Agreement in favor of Cahaba Beach Investments, LLC as recorded in Instrument Number 20051024000550530 and re-recorded at Instrument Number 20061024000523450, aforesaid Records.
7. Easement granted to BellSouth Telecommunications, Inc., a Georgia corporation d/b/a AT&T Alabama, as recorded in Instrument Number 20080827000344150, aforesaid Records.
8. Easement granted from BellSouth Telecommunications, Inc., d/b/a AT&T Alabama to Alabama Power Company, as recorded in Instrument Number LR200811/16259, in the Office of the Judge of Probate of Jefferson County, Alabama.
9. Right of way grants to Alabama Power Company as recorded in Volume 126, page 188, Volume 185, page 120, Real Book 105, page 861 and Real Book 167, page 335, in the office of the Probate Judge of Shelby County, Alabama.
10. Regulatory Agreement and Declaration of Restrictive Covenants recorded in Real Book 54, page 278, aforesaid Records; as affected by Amendment to Regulatory Agreement and Declaration of Restrictive Covenants recorded in Real Book 164, page 551, aforesaid Records.
11. Regulatory Agreement and Declaration of Restrictive Covenants dated as of March 1, 1994 by and among FPI Birmingham, Ltd., Alabama Housing Finance Authority and First Alabama Bank, recorded March 24, 1994 as Instrument Number 1994-09690; as affected by Assignment of Rights and Assumption of Obligations dated February 13, 2004, recorded as Instrument Number 2004042300210790, aforesaid Records; as further affected by Assignment of Rights and Assumption of Obligations dated as of September 29, 2004, recorded as Instrument Number 20040930000542380, aforesaid Records; and as amended and restated by Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of March 1, 2005, recorded March 30,



2005 as Instrument No. 20050330000145740, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.

12. Mortgage and Security Agreement executed by FPI Birmingham, Ltd., an Alabama Limited Partnership to Alabama Housing Finance Authority and First Alabama Bank, dated March 1, 1994, recorded in Instrument Number 1994-09691; as affected by Assignment of Rights and Assumption of Obligations dated as of September 29, 2004, filed September 30, 2004, as Instrument Number 20040930000542380; as amended by that Amended and Restated Future Advance First Mortgage, Security Agreement and Fixture Filing, dated March 30, 2005, and recorded as Instrument Number 20050330000145750, as assigned to Alabama Housing Finance Authority by Assignment of Mortgage Loan by Lender from Regions Bank, dated March 30, 2005, filed March 30 2005 as Instrument Number 20050330000145770; last assigned to Regions Bank, as Trustee under that certain Trust Indenture, dated as of March 31, 2005, between the Trustee and Alabama Housing Finance Authority by Assignment of Mortgage Loan, dated March 30, 2005, filed March 30, 2005, as Instrument Number 20050330000145780 and that Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
13. Assignment of Rents and Leases as recorded in Instrument Number 1994-09694, as affected by Assignment of Rights and Assumption of Obligations dated as of September 29, 2004, filed September 30, 2004, as Instrument Number 20040930000542380; as amended by that Amended and Restated First Assignment of Rents and Leases, recorded as Instrument Number 20050330000145760, as assigned to Alabama Housing Finance Authority by Assignment of Mortgage Loan by Lender from Regions Bank, dated March 30, 2005, filed March 30 2005 as Instrument Number 20050330000145770; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
14. Mortgage and Security Agreement executed by FPI Birmingham, Ltd., an Alabama limited partnership, to General Electric Capital Corporation, dated March 22, 1994, recorded as Instrument Number 1994-09696, aforesaid Records; as amended by that Amendatory Agreement, dated December 27, 1996, recorded as Instrument Number 1997-03322, aforesaid Records; as amended by Assignment and Assumption of Second Loan Documents as Instrument Number 20040423000210800, aforesaid Records; as affected by Amended and Restated Future Advance Second Mortgage, Security Agreement and Fixture Filing recorded as Instrument Number 20040423000210810, aforesaid Records; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents by the parties set out therein, filed September 30, 2004 as Instrument Number 20040930000542390, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.





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15. Future Advance Third Mortgage, Security Agreement and Fixture Filing executed by JRC Hunter's Pointe LLC, an Illinois limited liability company (as to an undivided 74.085% interest); JRC Lakeside Limited Partnership, an Illinois limited partnership (as to an undivided 3.797% interest); JRC Lakeside Property (GMO), LLC, a Delaware limited liability company (as to an undivided 1.345% interest); JRC Lakeside Property (O'Hare), LLC a Delaware limited liability company (as to an undivided 3.372% interest); JRC Lakeside (Quail Ridge), LLC, a Delaware limited liability company (as to an undivided 8.543% interest); JRC Lakeside (Quail/Queen), LLC, a Delaware limited liability company (as to an undivided 6.422% interest); JRC Property (Quail), L.L.C., a Delaware limited liability company (as to an undivided 2.436% interest) to General Electric Capital Corporation, dated February 13, 2004, recorded as Instrument Number 20040423000210830, aforesaid Records; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents by the parties set out therein, filed September 30, 2004 as Instrument Number 20040930000542390, aforesaid Records; as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
16. Third Assignment of Rents and Leases as recorded as Instrument Number 20040423000210840, aforesaid Records; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents by the parties set out therein, filed September 30, 2004 as Instrument Number 20040930000542390, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
17. Amended and Restated Future Advance Fourth Mortgage, Security Agreement and Fixture Filing dated February 13, 2004, and recorded on April 23, 2004 as Document Number 20040423000210850, aforesaid Records; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents dated September 29, 2004, recorded September 30, 2004 as Document Number 20040930000542390, aforesaid Records; and as affected by Assignment Assumption and Modification Agreement dated March 30, 2005, recorded March 30, 2005 as Document No. 20050330000145790, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
18. Fourth Assignment of Rents and Leases dated February 13, 2004 and recorded on April 23, 2004 in the Records as Document No. 20040423000210860, aforesaid Records; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents dated September 29, 2004, recorded September 30, 2004 as Document Number 20040930000542390, aforesaid Records; and as affected by Assignment Assumption and Modification Agreement dated March 30, 2005, recorded March 30, 2005 as Document No. 20050330000145790, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22,



2010, filed January 26, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.

19. The access lane running Southwesterly along Cahaba Beach Road from the South Entrance encroaches onto the adjacent parcel approximately ten feet wide at the property corner to a point approximately fifty feet southerly along the westerly Right of Way of Cahaba Beach Road as set out of that survey prepared by Barton F. Carr of Carr & Associates Engineers, Inc., RPS#16685, dated December 2003, described as Project No. 03.1107.