

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY	
A. NAME & PHONE OF CONTACT AT FILER [optional] Vanessa G. Morris, Esq. 404.233.7000	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Vanessa G. Morris, Esq. Morris, Manning & Martin, LLP 1600 Atlanta Financial Center 3343 Peachtree Road, N.E. Atlanta, Georgia 30326	
	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBT	OR'S EXACT FL	JLL LEGAL NAM	- insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME Wilkinson CGR Cahaba Lakes, LLC									
22			Lakes, LLC			· · · · · · · · · · · · · · · · · · ·			
OR 16. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE !	MIDDLE NAME				
1c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY		
6190 Powers Ferry Road, Suite 200				Atlanta	GA	30339	USA		
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORGANIZATION			1f. JURISDICTION OF ORGANIZATION	1g. ORGA	NIZATIONAL ID #, if any	<u> </u>			
		ORGANIZATION DEBTOR	LLC	Georgia	GA-	11058074	NONE		
2. ADDIT	IONAL DEBTOR	S'S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or com	bine names				
2a. Ol	RGANIZATION'S NA	ME							
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME					
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY			
2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION			2f. JURISDICTION OF ORGANIZATION	2g. ORG/	2g. ORGANIZATIONAL ID #, if any				
		ORGANIZATION DEBTOR	· [NONE		
3. SECU	RED PARTY'S	NAME (or NAME of	of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party name (3a o	r 3b)				
3a. O	RGANIZATION'S NA	ME							
Federal Home Loan Mortgage Corporation									
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME					
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY		
8200 Jones Branch Drive				McLean	VA	22102	USA		

All property of debtor described on Exhibit B attached hereto and located on, in or used in connection with the real property described on Exhibit A attached hereto and all improvements and fixtures thereon.

THIS IS A FIXTURE FILING.

A purchase of or acquisition of a security interest in any collateral described in this financing statement will violate the rights of the Secured Party.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded X ESTATE RECORDS. Attach Addendum	d) in the REAL 7, Check to REC [if applicable] [ADDITIONAL	QUEST SEARCH REPO FEEI	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA				•	
C/M # 5164 81320: to be filed in the real estate to	records of Shelby County	/ Alabama FHI	MC Loan No. 9	41007634	

^{4.} This FINANCING STATEMENT covers the following collateral:



Shelby Cnty Judge of Probate, AL 09/30/2011 03:17:57 PM FILED/CERT

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a, ORGANIZATION'S NAME Wilkinson CGR Cahaba Lakes, LLC MIDDLE NAME, SUFFIX 9b. INDIVIDUAL'S LAST NAME FIRST NAME 10. MISCELLANEOUS: THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names 11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX FIRST NAME POSTAL CODE COUNTRY STATE CITY 11c. MAILING ADDRESS 11g. ORGANIZATIONAL ID #, if any 11d. TAX ID #: SSN OR EIN | ADD'L INFO RE | 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION ORGANIZATION NONE DEBTOR ADDITIONAL SECURED PARTY'S or X ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) 12a. ORGANIZATION'S NAME Jones Lang LaSalle Operations, L.L.C. MIDDLE NAME SUFFIX FIRST NAME 12b. INDIVIDUAL'S LAST NAME COUNTRY POSTAL CODE STATE 12c. MAILING ADDRESS CITY USA GA Atlanta 3344 Peachtree Road, N.E., Suite 1200 30326 13. This FINANCING STATEMENT covers timber to be cut or 16. Additional collateral description: as-extracted collateral, or is filed as a X fixture filing. 14. Description of real estate: See Exhibit A attached hereto and incorporated herein. 15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): 17. Check only if applicable and check only one box. Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate 18. Check only if applicable and check only one box. Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

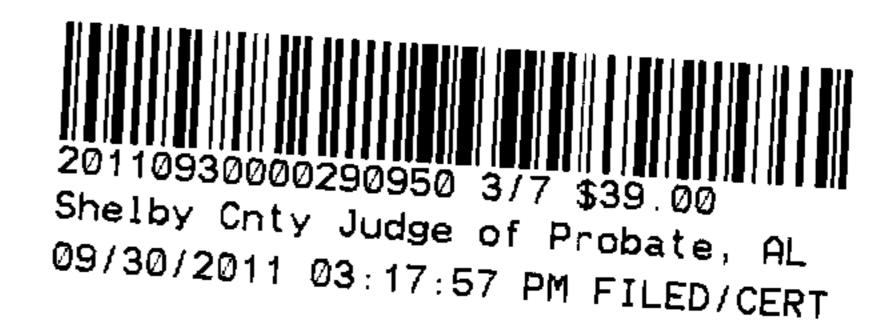


EXHIBIT A

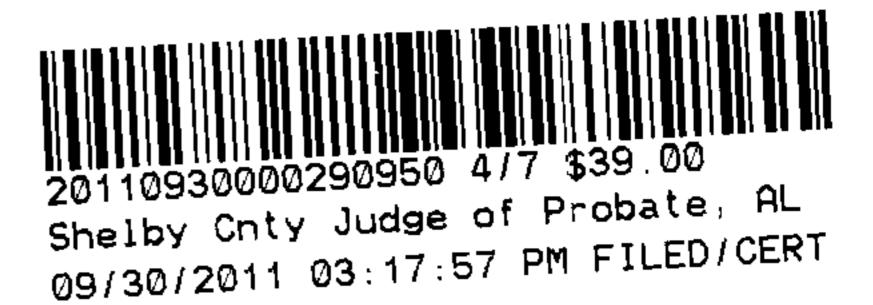
A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

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 Northwest 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.

EASEMENT PARCELS:

TOGETHER WITH rights to the extent they represent an interest in real property, 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/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.

ALSO TOGETHER WITH rights granted in that certain Deed of Declaration dated 12/16/1985, filed for record 12/19/1985, recorded in Real Book 54, page 199, in the Office of the Judge of Probate, Shelby County, Alabama.



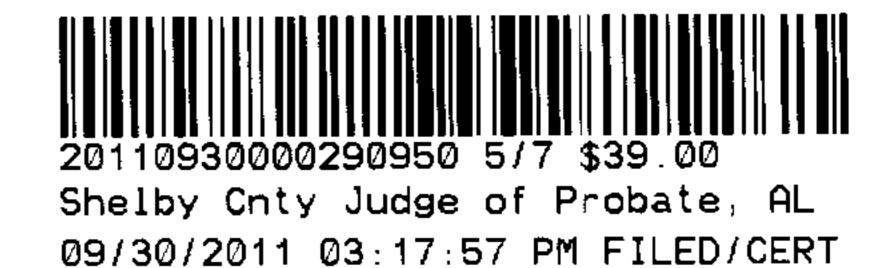
FINANCING STATEMENT EXHIBIT B

(CME and Portfolio Execution)

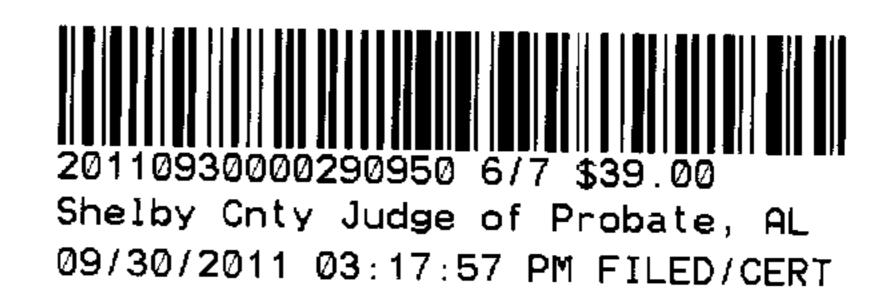
(Revised 2-1-2011)

All of Debtor's present and future right, title and interest in and to all of the following:

- all property owned by Debtor which is so attached to the real property described in (1) Exhibit A and/or the improvements on such real property (collectively, "Property") as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (collectively, "Fixtures");
- (2) all:
- (i) accounts (including deposit accounts) of Debtor related to the Property;
- (ii) equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software);
- (iii) other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures);
- (iv) operating agreements relating to the Property;
- (v) surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property;



- (vi) other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority; and
- (vii) any rights of Debtor in or under letters of credit (collectively, "Personalty").
- (3) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) all proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement;
- or federal authority with respect to the Property, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- all contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- all rents (whether from residential or non-residential space), revenues and other income of the Property, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due ("Rents");
- (8) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals ("Leases");



- (9) all earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan ("Loan") to which this financing statement relates;
- all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property (collectively, "Imposition Deposits");
- all refunds or rebates of Imposition Deposits by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is dated);
- (12) all tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits;
- all names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Security Instrument (defined below));
- all interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "Cap Agreements"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Mortgage, Assignment of Rents and Security Agreement in favor of Secured Party and encumbering the real property described in Exhibit A ("Security Instrument")) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with:
 - (i) any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("Cap Provider");
 - (ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;
 - (iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;
 - (iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and

- (v) all cash and non-cash proceeds and products of any of the foregoing.
- all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and
- (16) all other assets of Debtor, whether now owned or hereafter acquired.

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