

This Instrument Prepared By:

Kutak Rock LLP
Suite 2100
225 Peachtree Street, NE
Atlanta, GA 30303
Attention: Stephanie T. Decker, Esq.

ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

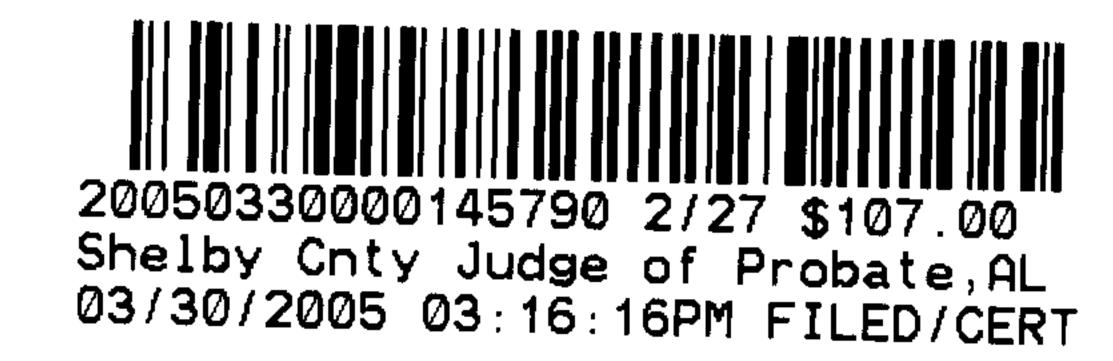
THIS ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement"), dated as of this 30th day of March, 2005, is made and entered into by and among THE PARTIES LISTED ON SCHEDULE I ATTACEHD HERETO (collectively, the "Developer"), HUNTERS BOND L.P., a Delaware limited partnership ("Hunters") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GECC").

WITNESSETH:

WHEREAS, on March 22,1994, the Alabama Housing Finance Authority (the "Issuer"), a public corporation and instrumentality of the State of Alabama, issued and sold its Multifamily Housing Revenue Refunding Bonds (Hunters Pointe Apartments Project), 1994 Series A in the aggregate principal amount of \$33,760,000 (the "1994 Bonds") for the purpose of acquiring a mortgage loan (the "1994 Loan") and refunding the Issuer's Multifamily Residential Development Bonds, 1985 Series P (Hunters Pointe Development) (the "1985 Bonds"), in the principal amount of \$41,000,000, the proceeds of which were used to acquire a mortgage loan (the "1985 Loan") to FPI Birmingham, Ltd., an Alabama limited partnership (the "Original Developer"), as owner of the hereafter defined Project, to finance the acquisition, construction and equipping of a multi-family residential rental project now known as "Hunters Pointe Apartments" (the "Project") located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto; and

WHEREAS, Developer acquired the Project on February 13, 2004; and

WHEREAS, Hunters purchased the 1994 Bonds on February 13, 2004 and entered into that certain Option and Sale Agreement dated February 13, 2004 (the "2004 Option and Sale Agreement") by and between Hunters and the Developer whereby the Developer agreed to purchase the 1994 Bonds following a tender by Hunters under certain circumstances more particularly described therein; and



WHEREAS, to secure the Developer's obligations under the 2004 Option and Sale Agreement, the Developer executed (i) that certain Future Advance Fourth Mortgage, Security Agreement and Fixture Filing dated February 13, 2004, by the Developer in favor of Hunters (the "Fourth Mortgage"), recorded in Instrument No. 20040423000210850 of the Shelby County Judge of Probate Records (the "Records") relating to the Project and (ii) that certain Fourth Assignment of Rents and Leases dated February 13, 2004, by the Developer to Hunters (the "Fourth Assignment of Rents and Leases"), recorded in Instrument No. 20040423000210860 of the Records; and

WHEREAS, the Developer has requested the Issuer to issue and sell its Multifamily Housing Refunding Revenue Bonds (Hunters Pointe Apartments Project), 2005 Series C in the aggregate principal amount of \$33,484,119 (the "Bonds") and to use the proceeds therefrom to purchase a mortgage loan (the "Loan") proposed to be made by Regions Bank, as lender (the "Lender") to the Developer under the Loan Agreement dated as of March 1, 2005 (the "Loan Agreement") for the purpose of redeeming the 1994 Bonds; and

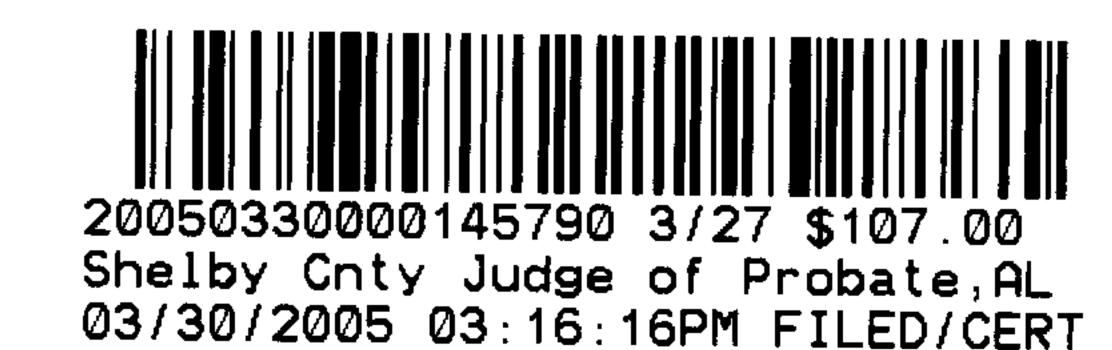
WHEREAS, GECC has agreed to purchase the Bonds and in connection therewith, GECC and the Developer will enter into that certain Option and Sale Agreement dated the date hereof (the "2005 Option and Sale Agreement") whereby the Developer will agree to purchase the Bonds following a tender by GECC under certain circumstances more particularly described therein; and

WHEREAS, in connection with the purchase of the Bonds by GECC and the execution and delivery of the 2005 Option and Sale Agreement, Hunters agrees to assign any and all of its right, title and interest in the Fourth Mortgage and the Fourth Assignment of Rents and Leases and any and all other security agreements, financing statements, title insurance policies, assignments of leases or rents, guaranties and all other loan documents and instruments evidencing or securing the obligations under the 2004 Option and Sale Agreement (collectively, the "Fourth Mortgage Documents") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of TEN AND No/100 DOLLARS (\$10.00) and other good and valuable consideration from each party to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals; Definitions. The foregoing recitals are hereby agreed to and acknowledged. All capitalized terms used in this Agreement and not otherwise defined herein shall have their meanings as set forth in the Fourth Mortgage.

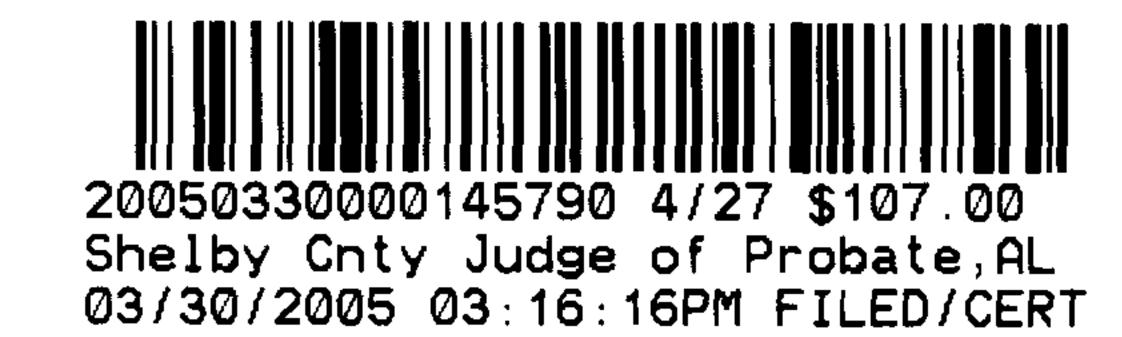
Section 2. Assignment and Assumption. Hunters hereby sells, assigns and transfers unto GECC, and its successors and/or assigns forever, all of Hunters' right, title and interest in and under the Fourth Mortgage Documents after the date of this Agreement, and GECC hereby assumes all of Hunters' right, title and interest in and under the Fourth Mortgage Documents after the date of this Agreement. The assignment of the Fourth Mortgage Documents by Hunters is without recourse, representation or warranty except as provided in this Agreement. The Developer shall pay all documentary stamp taxes, intangible taxes, recording charges and other related costs in connection with the assignment of the Fourth Mortgage Documents.



Section 3. Hunters Representations and Warranties. Hunters represents and warrants as of the date of this Agreement that:

- (a) Hunters has the full right to transfer its right, title and interest in the Fourth Mortgage Documents to GECC. Hunters has not previously conveyed or encumbered any of its right, title and interest in any of the Fourth Mortgage Documents and has not amended or consented to the amendment of any of the Fourth Mortgage Documents. Upon Hunters execution and delivery of this Agreement, GECC shall receive all of Hunters right, title and interest in the Fourth Mortgage Documents free and clear of any liens, encumbrances or other claims whatsoever.
- (b) Hunters has the legal right, legal capacity, power and authority to enter into and perform its obligations under this Agreement, and no approvals or consents are required in connection with the execution and delivery or performance of this Agreement by Hunters. The execution and delivery of this Agreement by Hunters will not result in or constitute any default or event that, with notice or lapse of time or both, would constitute a default, breach or violation of the organizational instruments governing Hunters or of any other agreements or any order or decree of any court or other governmental authority to which Hunters is a party or to which Hunters is subject.
- (c) True, correct and complete copies of the Fourth Mortgage Documents have been delivered by Hunters to GECC.
- Section 4. Amendments to Fourth Mortgage. The Developer and GECC hereby acknowledge and agree that the Fourth Mortgage, as assigned, assumed and modified by this Agreement, is hereby amended as follows:
 - (a) Subsection (a) of the term "Indebtedness" in the Fourth Mortgage is hereby deleted in its entirety and replaced with the following: "any and all agreements, covenants, conditions, warranties, representations and other obligations for the payment or reimbursement of money contained in or represented by the Option and Sale Documents, including, but not limited to, the obligation of Mortgagor to pay damages to Mortgagee in the amount not to exceed \$3,000,000."
 - (b) The term "Option and Sale Documents" in the Fourth Mortgage is hereby deleted in its entirety and replaced with the following:
 - (i) "Option and Sale Documents" means the (a) Option and Sale Agreement dated March 30, 2005 between Mortgagor and Mortgagee (the "Option and Sale Agreement"), (b) this Mortgage, (c) all other documents now or hereafter executed by Mortgagor, or any other person or entity to evidence or secure the payment of the Indebtedness or the performance of the Obligations, and (d) all modifications, restatements, extensions, renewals and replacements of the foregoing.

Section 5. Priority. The Developer and GECC hereby acknowledge and agree that the Fourth Mortgage, as assigned and amended hereby, is subordinate in priority to the Prior Lien Documents (as defined in the Fourth Mortgage).



Section 6. Financing Statements. Developer hereby authorizes GECC, its counsel or its representative and their respective successors and assigns, at any time and from time to time, to file financing statements and amendments without Developer's signature that describe the collateral encumbered by the Fourth Mortgage, as assigned and amended hereby, in such jurisdictions as GECC, its counsel or its representative and their respective successors and assigns may deem necessary or desirable in order to perfect the security interest granted by the Developer under the Fourth Mortgage. Developer hereby agrees that it shall not file any termination statements with regard to any financing statement filed pursuant to the Fourth Mortgage unless authorized in writing by GECC.

Section 7. Full Force and Effect. Developer acknowledges and agrees that the Fourth Mortgage and the other Fourth Mortgage Documents shall remain in full force and effect pursuant to their respective terms and conditions, except as assigned, assumed and modified by this Agreement, and the parties hereto hereby ratify and affirm the same.

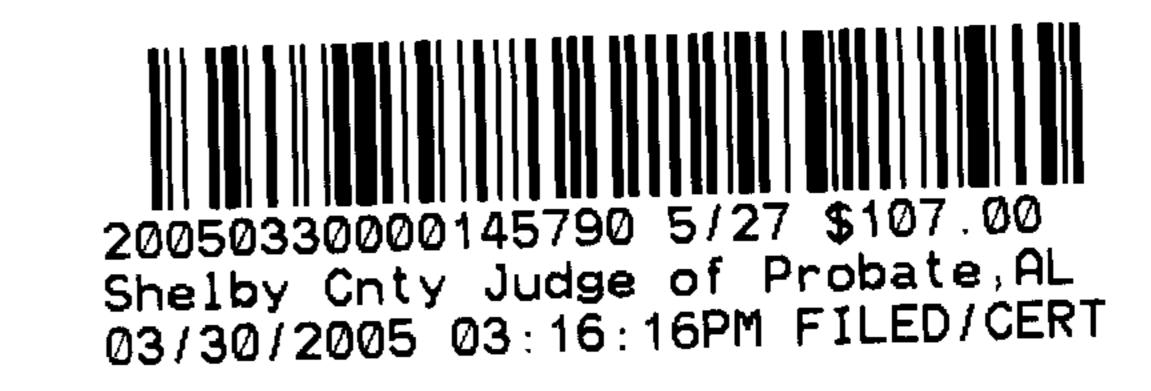
Section 8. Further Assurances. Each of the parties hereto hereby agrees that at any time, and from time to time, upon the reasonable written request of any other party hereto such party or parties will execute and deliver such further documents and do such further acts and perform such further things as the party requesting such assurances may reasonably request in order to effect the purposes of and transactions evidenced by this Agreement.

Section 9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Section 10. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be constructed to render them enforceable to the fullest extent.

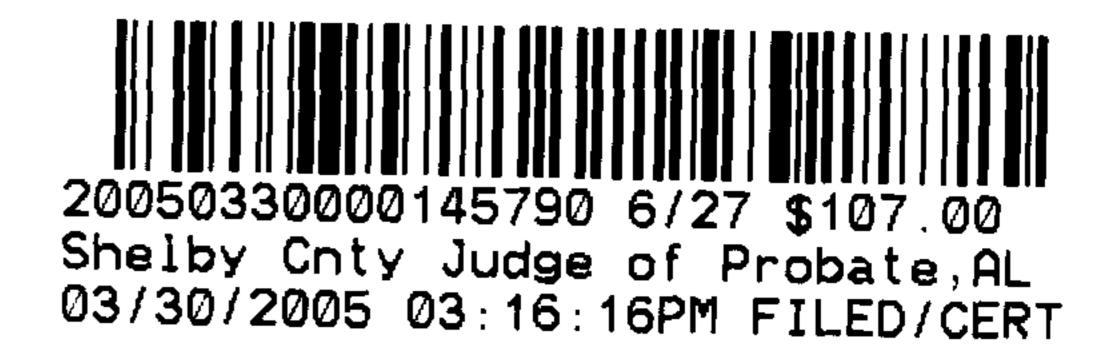
Section 11. Counterparts. This Agreement may be executed in any number of counterparts. Each of such counterparts shall be deemed to be an original hereof and all of such counterparts shall collectively constitute one and the same instrument.

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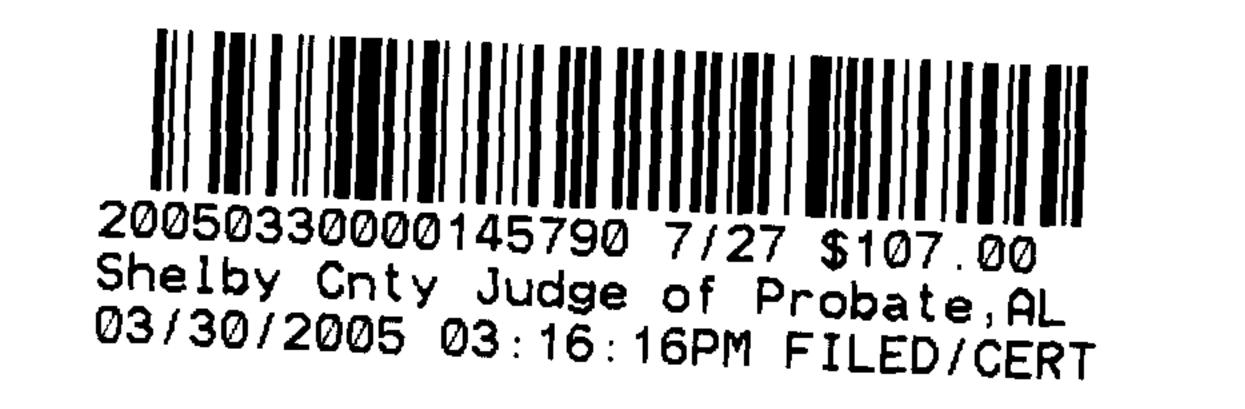
the day and year first written above.	es neret	o nave set their nands to this instrument as of
	DEVE	LOPER:
		LAKESIDE LIMITED PARTNERSHIP, an slimited partnership
		JRC Lakeside, Inc., an Illinois corporation, its sole general partner By:
STATE OF ILLINOIS COOK COUNTY)	
JRC Lakeside, Inc., an Illinois corporation Partnership, an Illinois limited partnership known to me, acknowledged before me on instrument, he, as such officer and with fulthe act of said corporation, acting in its cap the act of said limited partnership.	on, as, is signal this da lauthonacity as	or said county in said state, hereby certify that hame as Executive Vice President of General Partner of JRC Lakeside Limited ned to the foregoing instrument, and who is y that, being informed of the contents of said rity, executed the same voluntarily for and as a such General Partner as aforesaid, for and as
Given under my hand and official se		30 th day of March, 2005. Mary an Erchant Notary Public
[NOTARIAL SEAL]	Мусс	ommission expires: $4-23-05$



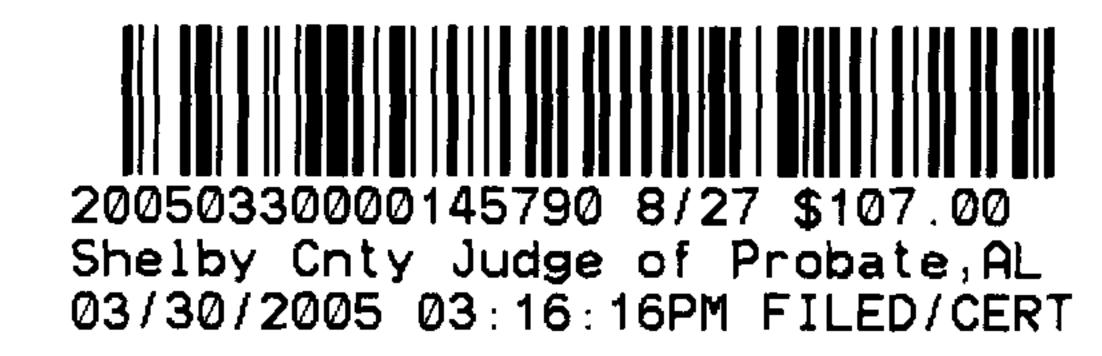
JRC LAKESIDE PROPERTY (GMO), LLC, a Delaware limited liability company

	By:	JRC Lakeside, Inc., an Illinois corporation, its sole manager By: Name: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS		
COOK COUNTY	;	
RC Lakeside, Inc., an Illinois corporated Delaware limited liability company, is ne, acknowledged before me on this date, as such officer and with full authority corporation, acting in its capacity as such iability company.	ion, as Massigned to being that, being the course of the c	for said county in said state, hereby certify that name as Executive Vice President of nager of JRC Lakeside Property (GMO), LLC, the foregoing instrument, and who is known to ng informed of the contents of said instrument, d the same voluntarily for and as the act of said or as aforesaid, for and as the act of said limited
		30th day of March, 2005. Mary and Erchharch
Minois 1 2005		Notary Public
NOTARIAL SEAL]		ommission expires: $4-23-01$

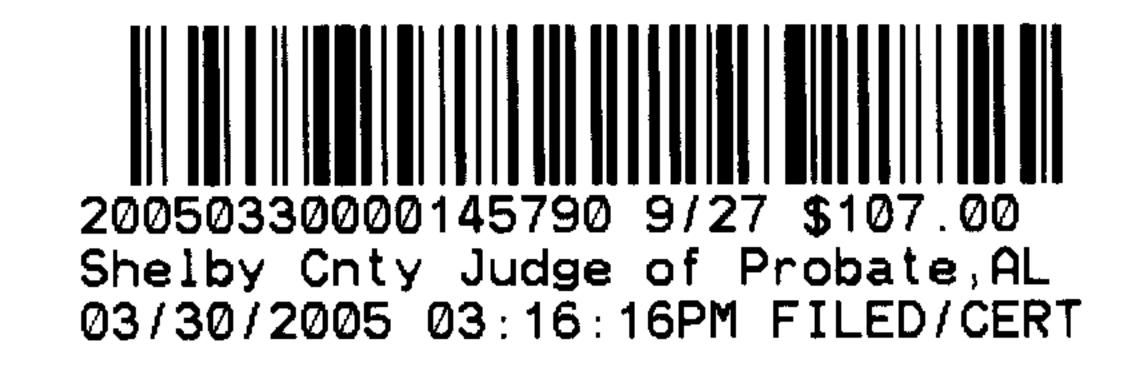
[Signatures continued on following page]



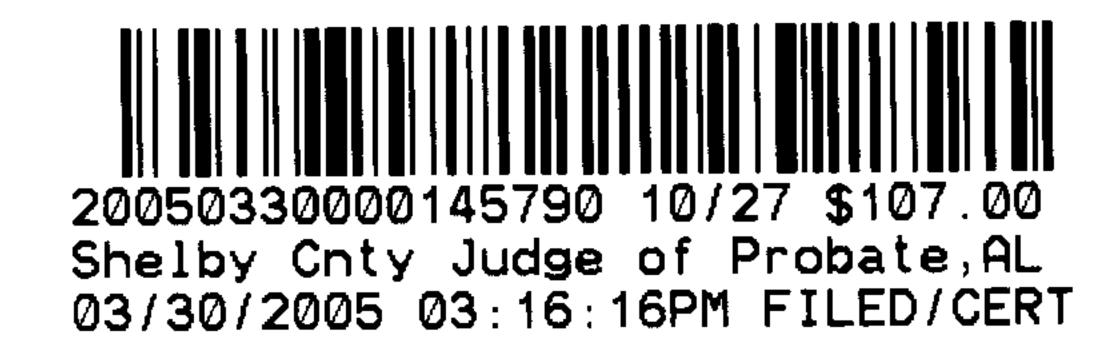
		LAKESIDE PROPERTY (O'HARE), LLC, a ware limited liability company				
	By:	JRC Lakeside, Inc., an Illinois corporation, its sole manager By: Name: E. Michael Pompizzi Title: Executive Vice President & CFO				
STATE OF ILLINOIS)					
COOK COUNTY	;)					
I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi , whose name as Executive Vice President of IRC Lakeside, Inc., an Illinois corporation, as 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, 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 se	eal this	Mary and Exchant Notary Public				
[NOTARIAL SEAL]	My co	commission expires: 4-23-06				



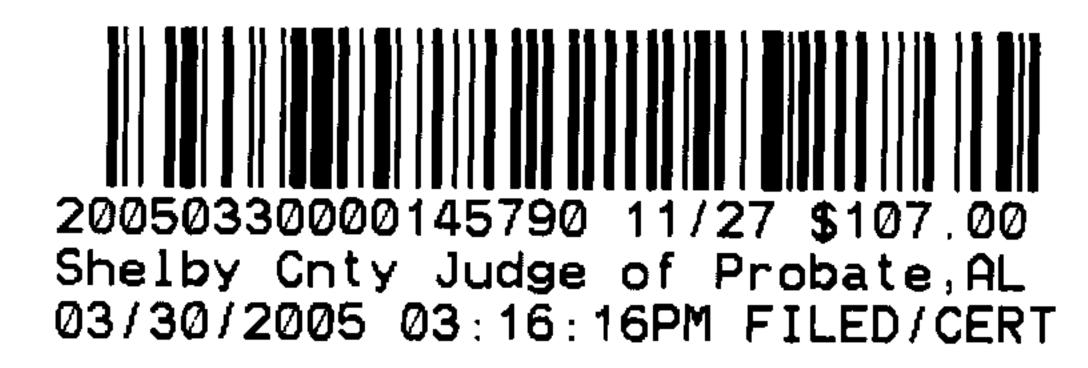
		LAKESIDE (QUAIL RIDGE), LLC, a vare limited liability company
	By:	JRC Lakeside, Inc., an Illinois corporation, its sole manager
		By:
STATE OF ILLINOIS)	
COOK-COUNTY TO THE STATE OF THE)	
E. Michael Pompizzi RC Lakeside, Inc., an Illinois corporation, Delaware limited liability company, is sign me, acknowledged before me on this day the ne, as such officer and with full authority, ecorporation, acting in its capacity as such Mability company.	whose, as Maned to the cat, being anager	for said county in said state, hereby certify that name as Executive Vice President of anager of JRC Lakeside (Quail Ridge), LLC, a he foregoing instrument, and who is known to ng informed of the contents of said instrument, at the same voluntarily for and as the act of said in as aforesaid, for and as the act of said limited
Given under my hand and official se	eal this	30th day of Ward, 2005.
		Mary ar Eachtaut Notary Public
[NOTARIAL SEAL]	My c	ommission expires: $4-23-05$



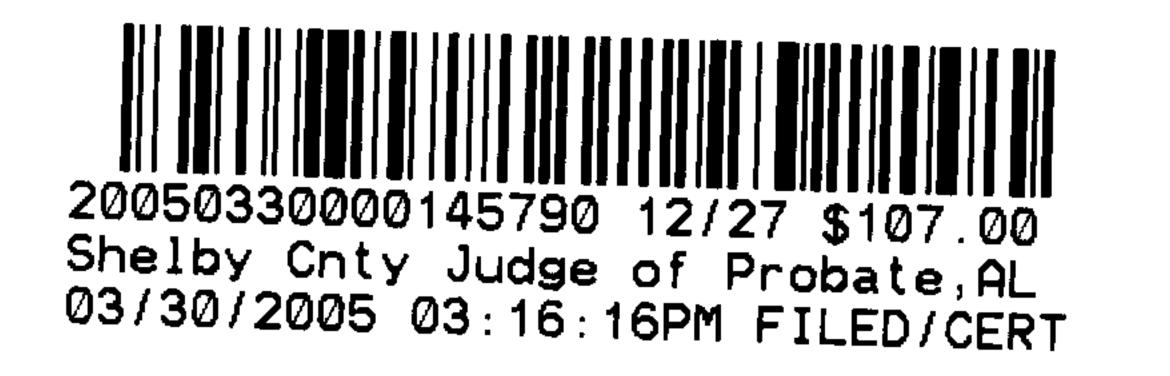
		LAKESIDE (QUAIL/QUEEN), LLC, a rare limited liability company
	By:	JRC Lakeside, Inc., an Illinois corporation, its sole manager By: Name: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS)	
COOK COUNTY)	
JRC Lakeside, Inc., an Illinois corporation, Delaware limited liability company, is signed, acknowledged before me on this day the, as such officer and with full authority, ecorporation, acting in its capacity as such Nability company.	, as Man ned to the nat, bein executed Anager	or said county in said state, hereby certify that name as Executive Vice President of nager of JRC Lakeside (Quail/Queen), LLC, a ne foregoing instrument, and who is known to ng informed of the contents of said instrument, I the same voluntarily for and as the act of said as aforesaid, for and as the act of said limited
Given under my hand and official se	eal this	30km day of March, 2005.
		Mary arr Exillant Notary Public
[NOTARIAL SEAL]	My co	ommission expires: $4-23-01$



			TY (QUA) company	(L) L.L.C	., a Delaware
	By:		keside, Inc. manager	an Illino	ois corporation,
			E. Michael Executive	-	dent & CFO
STATE OF ILLINOIS)				
COOK-GOUNTY	•				
I, the undersigned, a notary public in E. Michael Pompizzi	n and forwhose r	or said con ame as	unty in said	l state, her e Vice I	eby certify that resident of
JRC Lakeside, Inc., an Illinois corporation Delaware limited liability company, is sign me, acknowledged before me this day the he, as such officer and with full authority, excorporation, acting in its capacity as such Miliability company.	ed to that, bein xecuted	e forego g inform the same	ing instrumed of the converse voluntarily	ent, and wontents of some some and a	tho is known to said instrument, s the act of said
Given under my hand and official se	al this	304	day of	Jarch	_, 2005.
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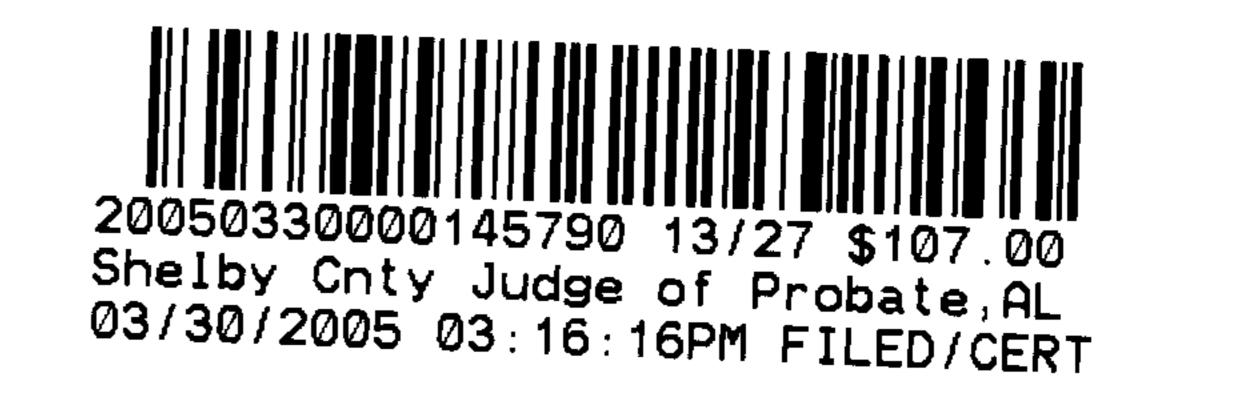


		IUNTER'S POINTE LLC, an Illinois limited by company
	By:	Jupiter Hunter's Pointe Inc., an Illinois corporation, its sole manager
		By: Complexion Name: E. Michael Pompizzi Title: Executive Vice President & OFO
STATE OF ILLINOIS)	
COOK COUNTY	•	
E. Michael Pompizzi upiter Hunter's Pointe Inc., an Illinois corp llinois limited liability company, is signed cknowledged before me on this day that, last such officer and with full authority, exe	whose poration to the february in ecuted the	or said county in said state, hereby certify that name as Executive Vice President of a, as Manager of JRC Hunter's Pointe LLC, an oregoing instrument, and who is known to me, aformed of the contents of said instrument, he, he same voluntarily for and as the act of said as aforesaid, for and as the act of said limited
Given under my hand and official se		Mary an Eichhart Notary Public
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JRC DRAKE/GEORGIA LIMITED PARTNERSHIP, an Illinois limited partnership

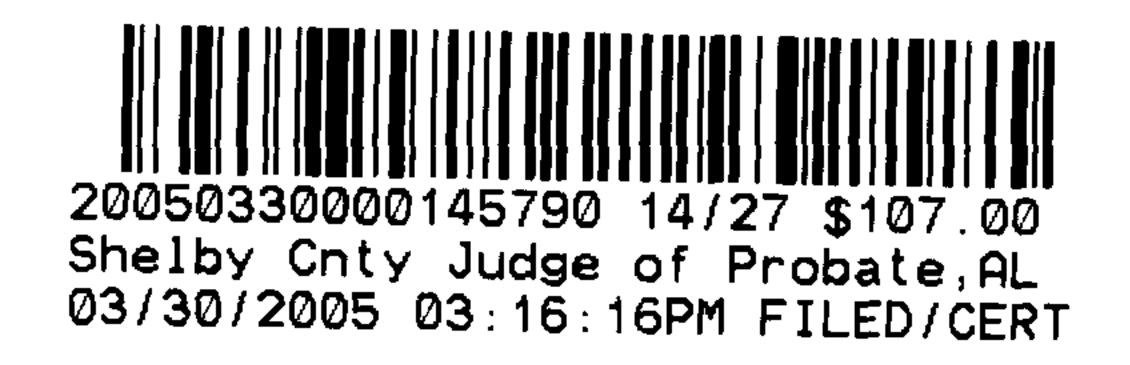
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	By:	_	outheast, In eral partner	-	[llinois	corpora	ation,
		By: Name: Title:	E. Michae Executive	el Pomi	oizzi	7	
STATE OF ILLINOIS							
COOK COUNTY	;)						
I, the undersigned, a notary public in E. Michael Pompizzi JRC Southeast, Inc., an Illinois corporation Partnership, an Illinois limited partnership known to me, acknowledged before me on instrument, he, as such officer and with ful the act of said corporation, acting in its cap the act of said limited partnership.	is signature of this day acity as	eneral Paned to the state of th	ertner of JR he foregoir eing inforn cuted the seneral Parti	C Drainstrand of ame voner as a	ke/Georgent, the contains	rgia Linda watents of a d, for a	mited ho is f said as and as
Given under my hand and official se	al this	Jan	day of	En	Rhe		
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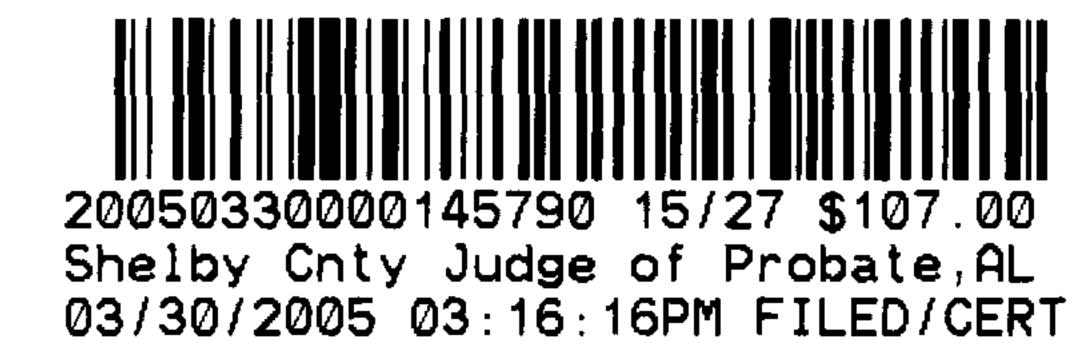
JRC CHARLESTON LIMITED PARTNERSHIP,

[Signature page to Assignment, Assumption and Modification Agreement]

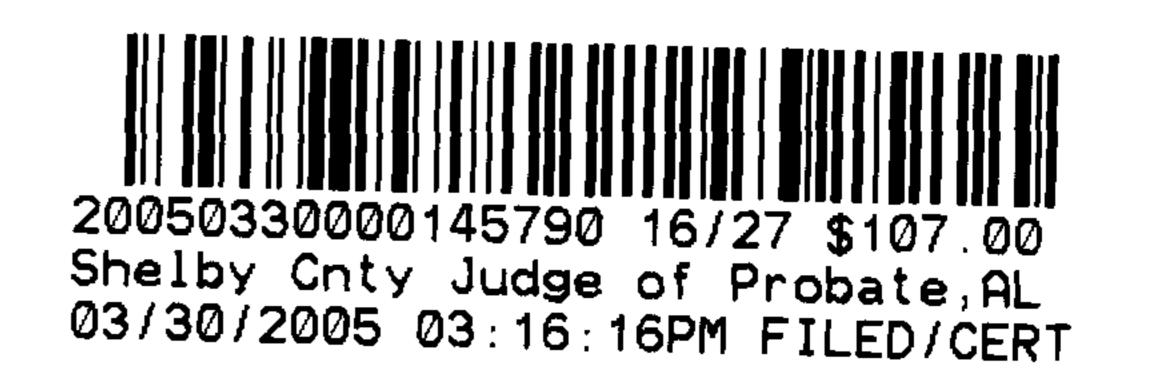
	an Illir	nois limited partnership
		JRC Southeast, Inc., an Illinois corporation, its general partner By:
STATE OF ILLINOIS)	
COOK-GOUNTY)	
E. Michael Pompizzi IRC Southeast, Inc., an Illinois corporation of the Partnership, an Illinois limited partnership know me, acknowledged before me on instrument, he, as such officer and with fullinois limited.	whose is on, as is signature this day as a this acity as	or said county in said state, hereby certify that name as Executive Vice President of General Partner of JRC Charleston Limited ned to the foregoing instrument, and who is y that, being informed of the contents of said rity, executed the same voluntarily for and as such General Partner as aforesaid, for and as a such General Partner as aforesaid, for and as Notary Public Mary Carlot Eddard Notary Public



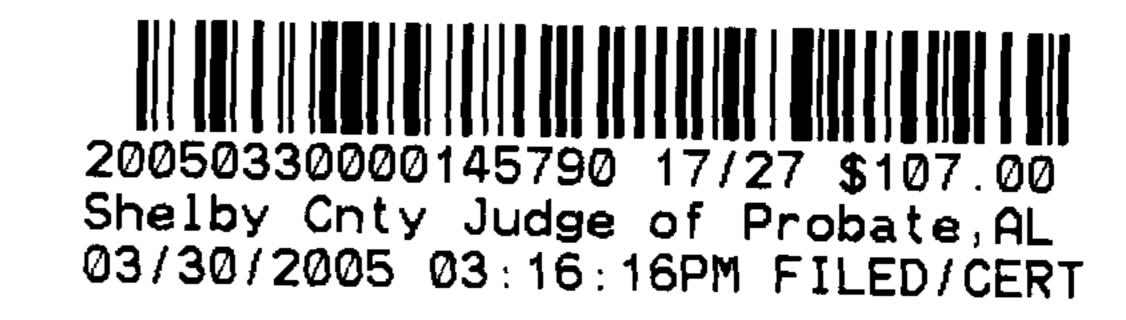
		SOUTHFIELD/W-L LIMITED TNERSHIP, an Illinois limited partnership
	By:	JRC Southfield, Inc., an Illinois corporation, its general partner By: Name: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS)	
COOK-COUNTY	•	
JRC Southfield, Inc., an Illinois corporation Partnership, an Illinois limited partnership known to me, acknowledged before me of instrument, he, as such officer and with form	y whose on, as Gip, is sign this did authorithments.	for said county in said state, hereby certify that name as Account Miles Product of eneral Partner of JRC Southfield/W-L Limited gned to the foregoing instrument, and who is ay that, being informed of the contents of said ority, executed the same voluntarily for and as as such General Partner as aforesaid, for and as
Given under my hand and official	seal this	30to day of March, 2005.
		Mary Cerr Eichaut Notary Public
[NOTARIAL SEAL]	Мус	commission expires: $4-23-05$



		SOUTHFIELD y company	LLC,	an	Illinois	limited
	By:	JRC Tree Trail its manager	Inc., a	n Illii	nois corpo	oration,
		By: Name: E. Mic Title: Execu		-		CFO
STATE OF ILLINOIS)					
COOK COUNTY	;)					
I, the undersigned, a notary public in E. Michael Pompizzi	n and for whose	or said county in name as Execu	n said st	ate, h Iice	nereby cer Presid	rtify that ent of
JRC Tree Trail, Inc., an Illinois corporation limited liability company, is signed to the acknowledged before me on this day that, has such officer and with full authority, execorporation, acting in its capacity as such Milliability company.	on, as leed to cuted the	Manager of R& going instrument of the came volunt	South and arily for	ifield who of sa and	LLC, and is known as the ac	Illinois to me, nent, he, t of said
Given under my hand and official se	eal this	30 to day o			2005 Claus	
MACANA ORST Minois My Control of the control of th	My co		otary Pu	blic	· · · · · · · · · · · · · · · · · · ·	



	CCC, I	LLC, an Illinois limited liability company
	By:	JRC Tree Trail, Inc., an Illinois corporation, its manager
		By: Cu Compizer Name: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS)	
COOK-GOUNTY)	
JRC Tree Trail, Inc., an Illinois corporation liability company, is signed to the foregoing before the on this day that, being informed and with full authority, executed the same acting in its capacity as such Manager as a company.	whose ron, as instruction, as volunt aforesai	r said county in said state, hereby certify that name as Executive Vice President of Manager of CCC, LLC, an Illinois limited ment, and who is known to me, acknowledged contents of said instrument, he, as such officer tarily for and as the act of said corporation, id, for and as the act of said limited liability
Given under my hand and official se	al this	30th day of March, 2005. Mary an Euchhard
[NOTARIAL SEAL]	Му со	Motary Public mmission expires: $4-23-05$

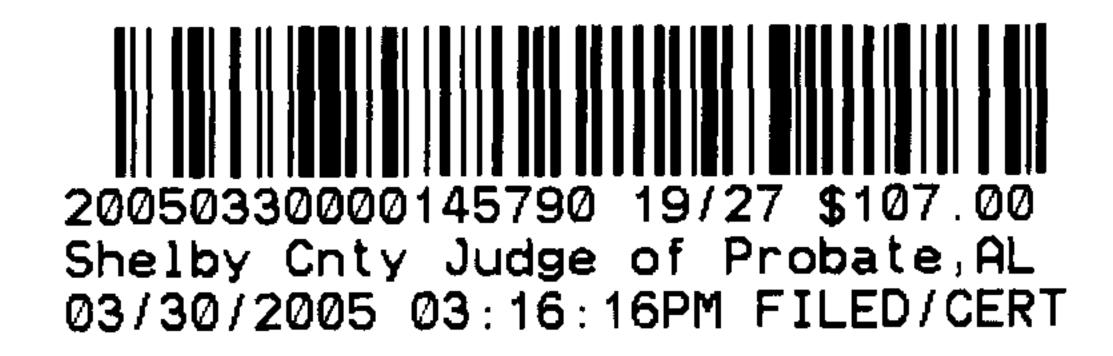


		POWERLINE CHATTANOOGA LLC, an s limited liability company	
	By:	JRC Chattanooga, Inc., an Illinois corporation, its manager	
		By: Sur Pompizzi Name: E. Michael Pompizzi Title: Executive Vice President & CFO	
STATE OF ILLINOIS)		
COOKCOUNTY)		
<u> </u>	*********	or said county in said state, hereby certify that name as Executive Vice President of	
JRC Chattanooga, Inc., an Illinois corporation, as 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, 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 se	eal this	30 th day of March, 2005.	
		Mary Can Erdhand Notary Public	
[NOTARIAL SEAL]	My co	ommission expires: $4-23-0$	

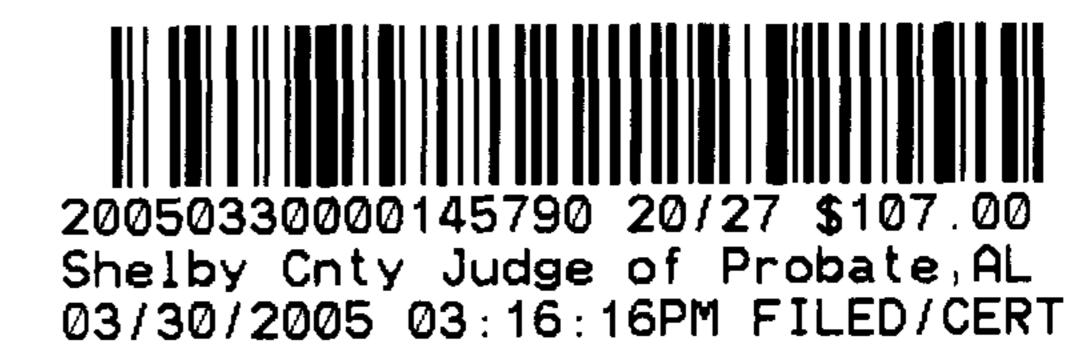
20050330000145790 18/27 \$107.00 Shelby Cnty Judge of Probate, AL 03/30/2005 03:16:16PM FILED/CERT

[Signature page to Assignment, Assumption and Modification Agreement]

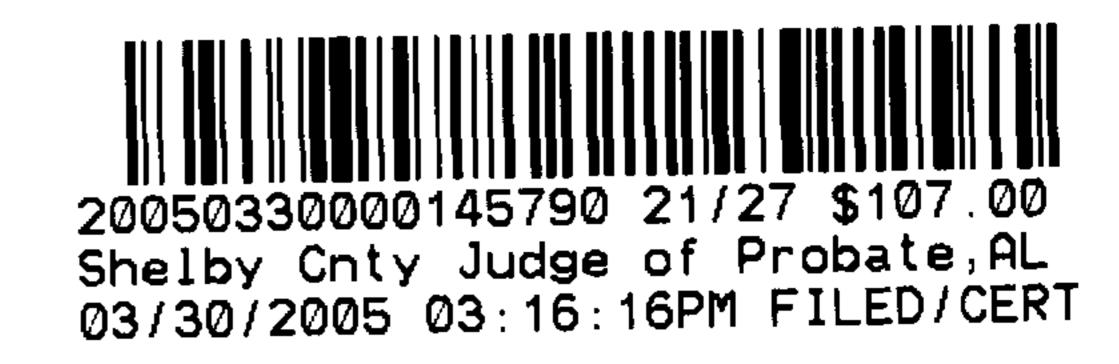
		SOUTHFIELD ASSOCIATES LLC, an s limited liability company	
	By:	JRC Tree Trail, Inc., an Illinois corporation, its manager	
		By: Cu O Name: E. Michael Pompizzi Title: Executive Vice President & CFO	
STATE OF ILLINOIS			
COOK-COUNTY	:)		
I, the undersigned, a notary public i E. Michael Pompizzi	in and for whose	or said county in said state, hereby certify that name as Executive Vice President of	
JRC Tree Trail, Inc., an Illinois corporation, as Manager of TMG Southfield Associates 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, 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 se	eal this	30 kg March, 2005.	
		Manferr Erckhaut Notary Public	
[NOTARIAL SEAL]	My co	ommission expires: $\frac{4-23-05}{}$	



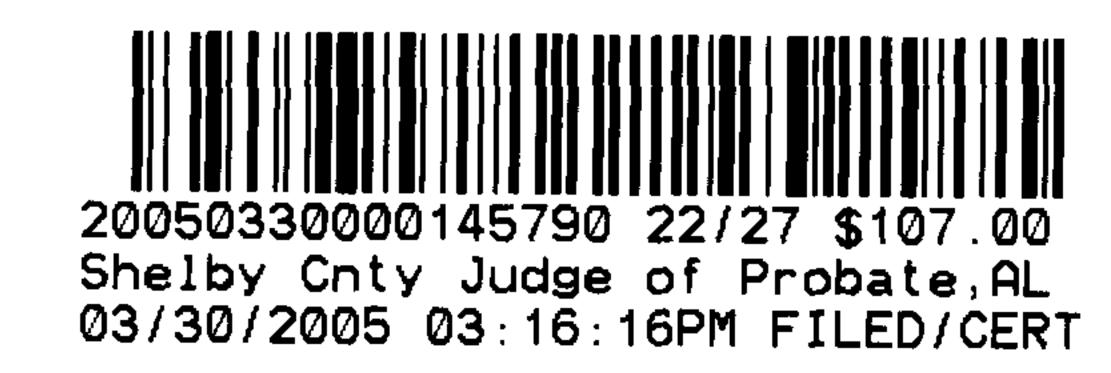
		ORVILLE EVANSTON, L.L.C., an Illinois d liability company		
	By:	DJ Evanston, Inc., an Illinois corporation, its manager		
		By: Company Name: E. Michael Pompizzi Title: Executive Vice President & CFO		
STATE OF ILLINOIS)			
COOK COUNTY	:)			
I the undersigned, a notary public i	n and for whose	or said county in said state, hereby certify that name as Executive Vice President of		
DJ Evanston, Inc., an Illinois corporation, as Manager of Victorville Evanston, L.L.C., an Illinois imited 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, 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 se	eal this	30th day of March, 2005.		
		Mary an Eichard Notary Public		
[NOTARIAL SEAL]	My co	ommission expires: $4-33-05$		



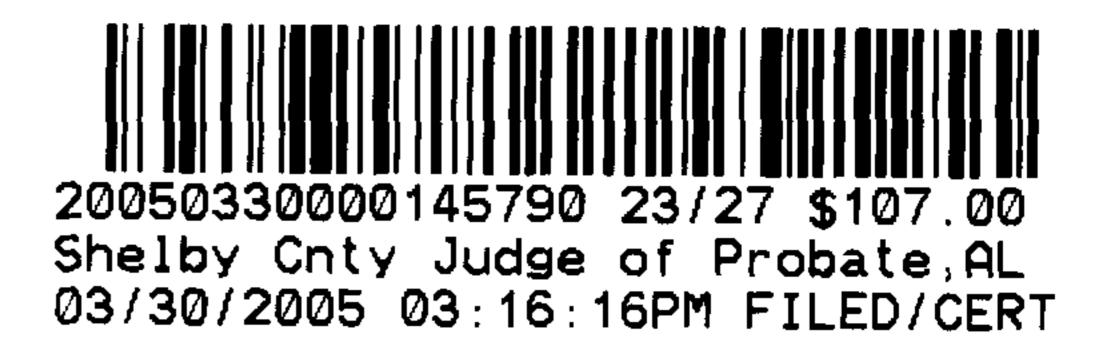
		PARCWOOD PROPERTY (GMO), LLC, an is limited liability company
	By:	JRC Parcwood, Inc., an Illinois corporation, its manager
		By: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS)	
COOK COUNTY	•	
I, the undersigned, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi , whose name as Executive Vice President of JRC Parcwood, Inc., an Illinois corporation, as 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, 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		
		Wotary Public
[NOTARIAL SEAL]	Мус	commission expires: 4-23-05



		PARCWOOD PROPERTY (O'HARE), LLC, inois limited liability company	
	By:	JRC Parcwood, Inc., an Illinois corporation, its manager	
		By: Company Name: E. Michael Pompizzi Title: Executive Vice 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 Pompizzi , whose name as Executive Vice President of IRC Parcwood, Inc., an Illinois corporation, as 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, 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 s	seal this	30 to day of March, 2005.	
	N #	Mary Corn Essica 1 Notary Public Application expires: 4-23-06	
[NOTARIAL SEAL]	IVI y C	commission expires: 4	

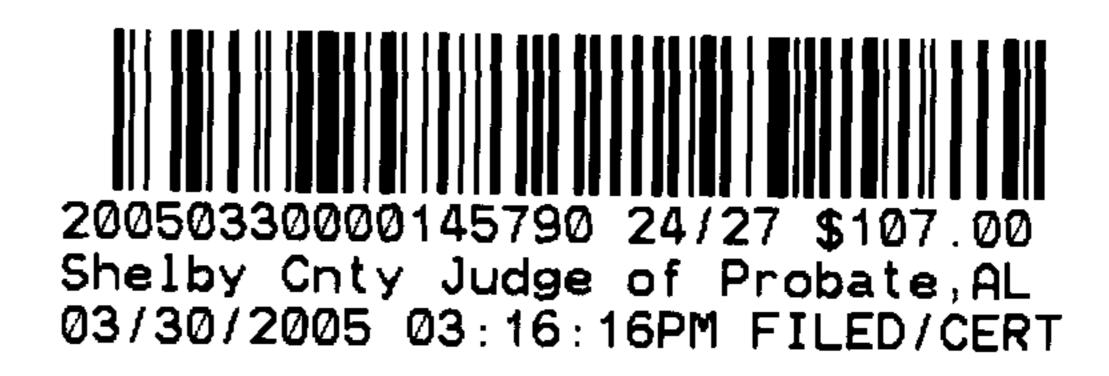


		MT. PLEASANT/VERMILLION, LLC, an s limited liability company
	By:	JRC Mount Pleasant, Inc., an Illinois corporation, its manager
		By: E. Michael Pompizzi Title: Executive Vice President & CFO
STATE OF ILLINOIS)	
COOK,COUNTY	•	
E. Michael Pompizzi	whose	or said county in said state, hereby certify that name as Executive Vice President of as 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, 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.		20tre
Given under my hand and official se	eal this	<u>March</u> , 2005.
		Mary ar Eichterst
[NOTARIAL SEAL]	Мусс	/ Notary Public ommission expires: 4-23-05



	HUNTERS:	
	HUNTERS BOND L.P., a Delaware limited partnership	
	By: General Electric Capital Corporation, its general partner	
	By: Fay R. Marcus Name: Jay R. Marcus Title: Authorized Signatory	
STATE OF HOMBA OMN BARA COUNTY		

I, the undersigned, a notary public in and for said county in said state, hereby certify that the limited partnership, whose name as Authorized Signature of Hunters Bond L.P., a Delaware 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, 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.



	GECC:
	GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation
	By: Jay R. Marcus Title: Authorized Signatory
STATE OF Florida	
Walm Boach COUNTY	;)
General Electric Capital Corporation, a instrument, and who is known to me, acknown to the contents of said instrument, he, as so	in and for said county in said state, hereby certify that whose name as Arthurize Signature of Delaware corporation, is signed to the foregoing lowledged before me on this day that, being informed uch officer and with full authority, executed the same reporation, acting in his capacity as such Authorized said corporation.
Given under my hand and afficial se	eal this 1/th day of MARCH, 2005.
S. S	Arrivopher M. Hale De M. Alle
三五 188463 至三	Notary Public
[NOTARIAL SEAL]	My commission expires: $\frac{3}{4}0^{7}$

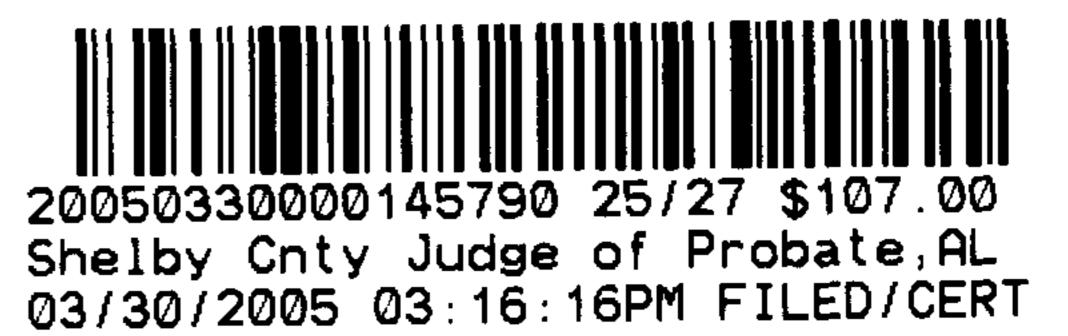


EXHIBIT A

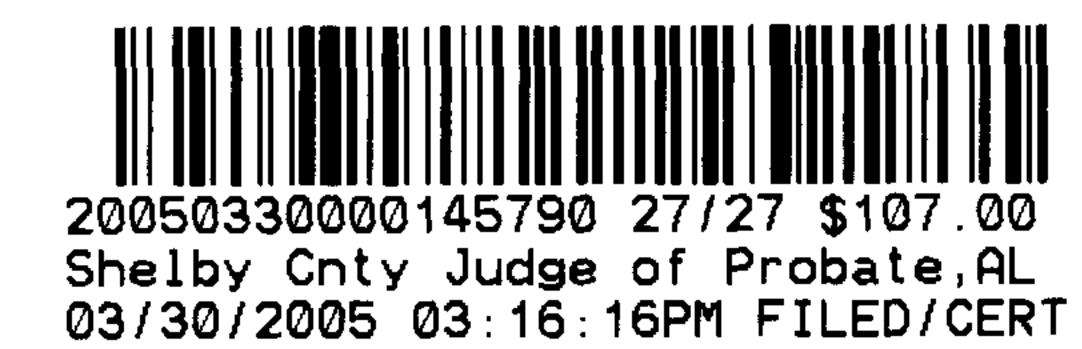
LEGAL DESCRIPTION

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 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 minutes 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.

SCHEDULE I

- 1. JRC Lakeside Limited Partnership, an Illinois limited partnership, as to an undivided 3.797% interest, as tenant in common;
- 2. JRC Lakeside Property (GMO), LLC, a Delaware limited liability company, as to an undivided 1.345% interest, as tenant in common;
- 3. JRC Lakeside Property (O'Hare), LLC, a Delaware limited liability company, as to an undivided 3.372% interest, as tenant in common;
- 4. JRC Lakeside (Quail Ridge), LLC, a Delaware limited liability company, as to an undivided 8.543% interest, as tenant in common;
- 5. JRC Lakeside (Quail/Queen), LLC, a Delaware limited liability company, as to an undivided 6.422% interest, as tenant in common;
- 6. JRC Property (Quail) L.L.C, a Delaware limited liability company, as to an undivided 2.436% interest, as tenant in common;
- 7. JRC Hunter's Pointe LLC, an Illinois limited liability company, as to an undivided 2.148% interest, as tenant in common;
- 8. JRC Drake/Georgia Limited Partnership, an Illinois limited partnership, as to an undivided 28.236% interest, as tenant in common;
- 9. JRC Charleston Limited Partnership, an Illinois limited partnership, as to an undivided 1.488% interest, as tenant in common;
- 10. JRC Southfield/W-L Limited Partnership, an Illinois limited partnership as to an undivided 5.391% interest, as tenant in common;
- 11. R&J Southfield LLC, an Illinois limited liability company, as to an undivided 2.839% interest, as tenant in common;
- 12. CCC, LLC, an Illinois limited liability company, as to an undivided 2.460% interest, as tenant in common;
- 13. JRC Powerline Chattanooga LLC, an Illinois limited liability company, as to an undivided 2.456% interest, as tenant in common;
- 14. TMG Southfield Associates LLC, an Illinois limited liability company, as to an undivided 1.346% interest, as tenant in common;
- 15. Victorville Evanston, L.L.C., an Illinois limited liability company, as to an undivided 2.991% interest, as tenant in common;



- 16. JRC Parcwood Property (O'Hare), LLC, an Illinois limited liability company, as to an undivided 2.473% interest, as tenant in common;
- 17. JRC Parcwood Property (GMO), LLC, an Illinois limited liability company, as to an undivided 6.190% interest, as tenant in common; and
- 18. JRC Mt. Pleasant/Vermillion, LLC, an Illinois limited liability company, as to an undivided 16.067% interest, as tenant in common.