

**THIS INSTRUMENT PREPARED BY:**

W. Clark Watson  
BALCH & BINGHAM LLP  
1901 Sixth Avenue North, Suite 2600  
Birmingham, Alabama 35203

I hereby certify this to be a true and  
correct copy of the original.

20061024000523460 1/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

STATE OF ALABAMA )

SHELBY COUNTY )

**RESTRICTIVE USE AGREEMENT**

**THIS RESTRICTIVE USE AGREEMENT** (this "Agreement") is entered into as of the 14<sup>th</sup> day of October, 2005, by and among **THE PARTIES LISTED ON SCHEDULE I ATTACHED HERETO** (collectively, the "JRC Parties") and **CAHABA BEACH INVESTMENTS, LLC**, an Alabama limited liability company ("Cahaba").

**W I T N E S S E T H:**

**WHEREAS**, Cahaba is the owner of that certain real property situated in Shelby County, Alabama, being more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference (the "Cahaba Property"); and

**WHEREAS**, the JRC Parties are the owners of that certain real property situated in Shelby County, Alabama, being more particularly described on **Exhibit B** attached hereto and made a part hereof by this reference (the "JRC Property"); and

**WHEREAS**, Cahaba desires to develop the Cahaba Property as a residential community; and

**WHEREAS**, pursuant to that certain Roadway Easement Agreement dated of even date herewith, the JRC Parties granted in favor of Cahaba a roadway easement over a portion of the JRC Property (the "Roadway Easement") in connection with Cahaba's development, use and operation of the Cahaba Property;

**WHEREAS**, as a condition to the JRC Parties granting the Roadway Easement, the Cahaba and the JRC Parties are desirous of declaring and creating a restriction upon the permitted uses of the Cahaba Property for the benefit of the JRC Property in accordance with the terms and conditions set forth herein.

The restrictions contained herein shall apply only to the Cahaba Property and shall not apply to any other land owned by Cahaba, even though such land may be contiguous with the Cahaba Property.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the Roadway Easement and other good and valuable consideration, in hand paid by the JRC Parties,



the receipt and sufficiency of which is hereby acknowledged, Cahaba does by these presents hereby proclaim, publish and declare that the Cahaba Property shall at all times be subject to, held, conveyed, sold, hypothecated or encumbered, rented, leased, used, occupied and improved subject to the covenants, conditions and restrictions hereinafter set forth.

1. Incorporation of Recitals. The recitals set forth in the foregoing preambles are specifically incorporated into and made a part of the Agreement as though the same were fully set forth in this paragraph.

2. Restriction on the Cahaba Property. No portion of the Cahaba Property shall be developed, constructed or otherwise used for the purpose of owning, leasing or operating apartments or other multi-family residences that are rented to the occupants thereof. The restrictions contained in this Paragraph 2 shall apply only to the Cahaba Property and shall not apply to any other land owned by Cahaba, even though such land may be contiguous with the Cahaba Property. Nothing herein shall prohibit or restrict the owner of a single family residence from leasing such property in conformity with relevant zoning ordinances and other governing laws.

3. Enforcement & Remedies. The JRC Parties, and their successors and assigns, shall have the right to directly enforce the restrictions and obligations contained in Paragraph 2 of this Agreement. If there is a failure by Cahaba or its successors or assigns to perform, fulfill or observe any term, condition or agreement contained within this Agreement, and Cahaba fails to cure any such breach within thirty (30) days after written notice thereof by the JRC Parties to Cahaba, then the JRC Parties and their successors and assigns shall have the right to bring a civil action against Cahaba or its successors or assigns for specific performance of such term, condition or agreement or to enjoin any failure of Cahaba or its successors or assigns to perform such term, condition or agreement. The prevailing party or parties in any such proceeding shall be entitled to recoup from the non-prevailing party or parties reasonable attorneys' fees, expenses, and costs expended in bringing any proceeding to enforce this Agreement, in such amount as may be fixed by the court in such proceedings.

4. Persons Subject to Agreement; Runs With Land. All parties having or acquiring any right, title, or interest in and to the Cahaba Property or any portion thereof, including, but not limited to, all present and future owners, lessees, occupants or grantees of the Cahaba Property, shall be subject to and bound by, and shall comply with, the provisions of this Agreement. Acceptance of a deed of conveyance, or the entering into a lease, ground lease, or any use or occupancy of the Cahaba Property shall constitute an agreement that the provisions of this Agreement, as the same may be amended from time to time, are accepted and ratified by such owner, occupant or grantee, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest or estate therein, as though such provision were recited to and stipulated at length in each and every deed, conveyance or lease thereof.

5. Amendment. This Agreement may be amended only by a writing signed by each of the parties hereto or their respective successors or assigns and any such amendment shall be effective only to the extent specifically set forth in such writing.

6. Severability. If any provision of this Agreement or any application thereto to any person or circumstances shall to any extent be determined to be invalid, inoperative, or unenforceable,



the remainder of this Agreement and the application of that provision to any other persons or circumstances shall not be affected thereby and the remainder of this Agreement shall be given effect as if the invalid, inoperative, or unenforceable provision had not been included and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama, without regard to its conflicts of laws provisions.

8. Notices. All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing, may be made by the JRC Properties and Cahaba personally or by their respective counsel on their behalf and shall be deemed effective when (i) received or refused if sent by certified mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified in this section, (ii) sent by facsimile transmission, provided that if requested, receipt for such facsimile is verified by the sender and followed by notice sent in accordance with one of the other means set forth herein, or (iii) deposited into the custody of a recognized overnight delivery courier or delivery service (such as Federal Express), addressed as follows:

If to the JRC Parties:

c/o Jupiter Realty Corporation  
401 North Michigan Avenue  
Suite 1300  
Chicago, Illinois 60611  
Attention: Donald A. Smith  
Fax: 312/642-2316

With a copy to:

Jenner & Block LLP  
One IBM Plaza  
330 North Wabash Avenue  
Chicago, Illinois 60611  
Attention: Donald I. Resnick  
Fax: 312/840-7656

If to Cahaba:

Cahaba Beach Investments, LLC  
2148 Pelham Parkway  
Building 600  
Pelham, AL 35124  
Attention: Jonathan Belcher  
Fax: 205/989-8884

With a copy to:

Balch & Bingham LLP  
1901 Sixth Avenue North  
Suite 2600  
Birmingham, Alabama 35203  
Attention: W. Clark Watson  
Fax: 205/488-5837

Addressees, addresses or numbers may be changed by the parties upon ten (10) days' prior written notice. With respect to the JRC Parties, notice given to the entity at the address indicated above (as may be changed from time to time) in accordance with the provisions hereof shall constitute notice to each of the JRC Parties listed on Schedule I attached to this Agreement.

9. Counterparts. This Agreement may be executed in one or more original counterparts, all of which when taken together shall constitute one and the same original instrument. This Agreement shall not be effective until executed on behalf of each of the JRC Parties and Cahaba.

10. Captions. The captions of this Agreement are for convenience of reference only and do not in any way limit or amplify the terms hereof.

**[remainder of page intentionally left blank]**



IN WITNESS WHEREOF, the Cahaba and the JRC Parties have caused this Agreement to be executed as of the date first above written.

**CAHABA:**

CAHABA BEACH INVESTMENTS, LLC,  
an Alabama limited liability company

By: [Signature]  
Name: Jonathan M. Belcher  
Its: Vice President

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Richard W. Theibert, a notary public in and for said county in said state, hereby certify that Jonathan M. Belcher, whose name as VP of CAHABA BEACH INVESTMENTS, LLC, an Alabama 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 such instrument, he, as such VP and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14 day of October, 2005.

[Signature]  
Notary Public

[ Notarial Seal ]

My Commission Expires: 5-21-08

My Commission Expires 5/21/2008

**JRC PARTIES:**

JRC LAKESIDE LIMITED PARTNERSHIP,  
an Illinois limited partnership

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

By: E. Michael Pompizzi

Name: E. Michael Pompizzi

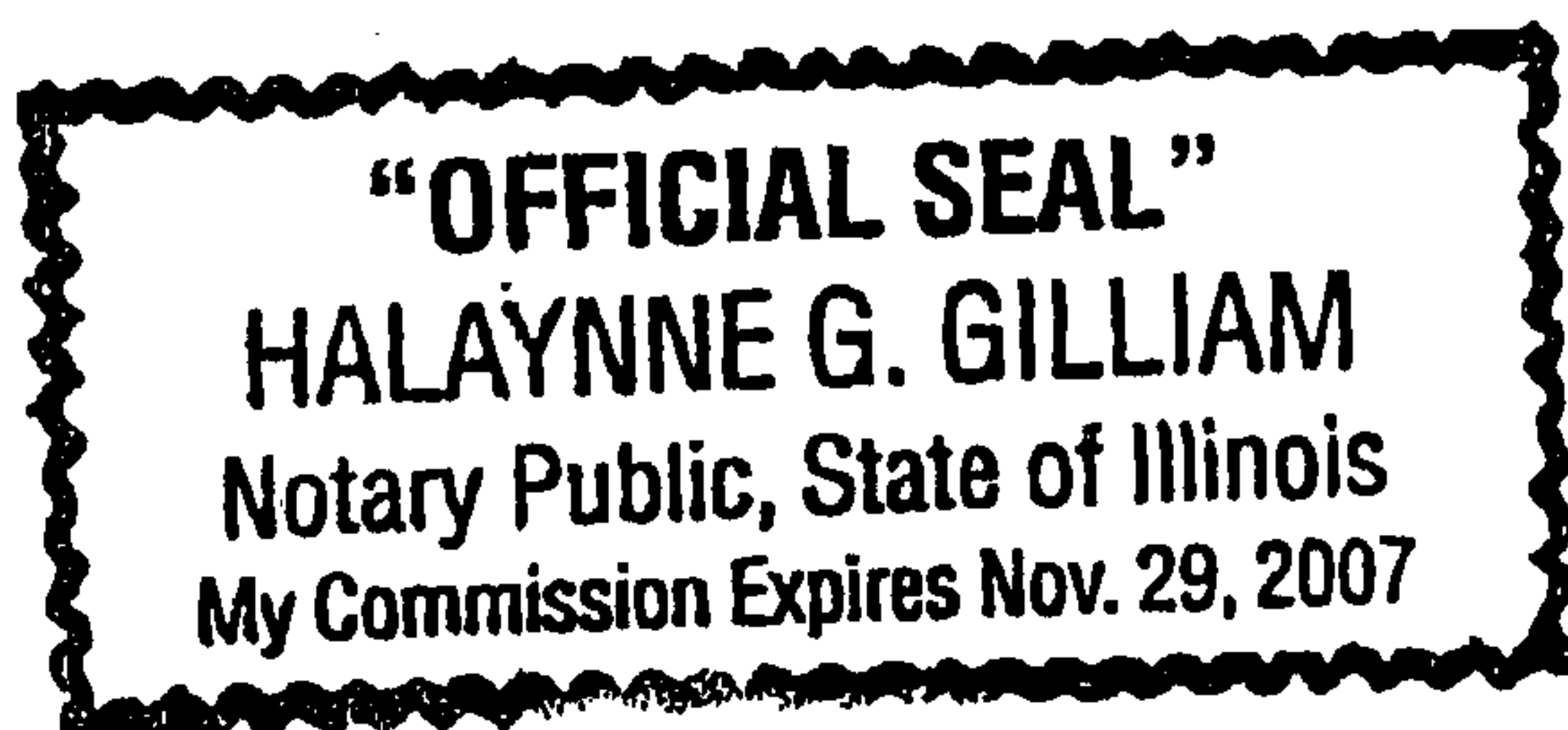
Its: Executive Vice President

STATE OF ILLINOIS)

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Lakeside, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited partnership.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



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

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

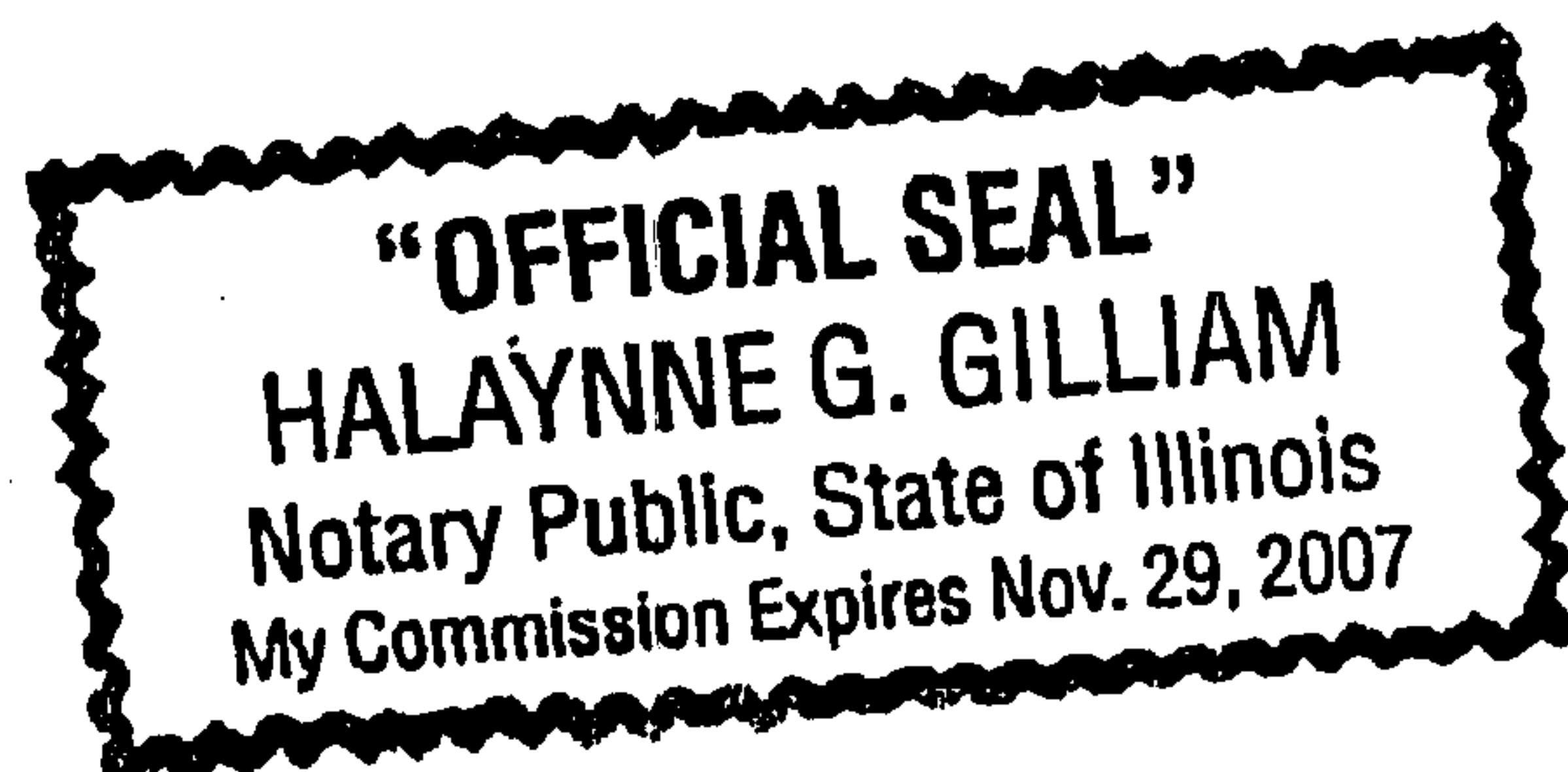
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name Executive Vice President of JRC Lakeside, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

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

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

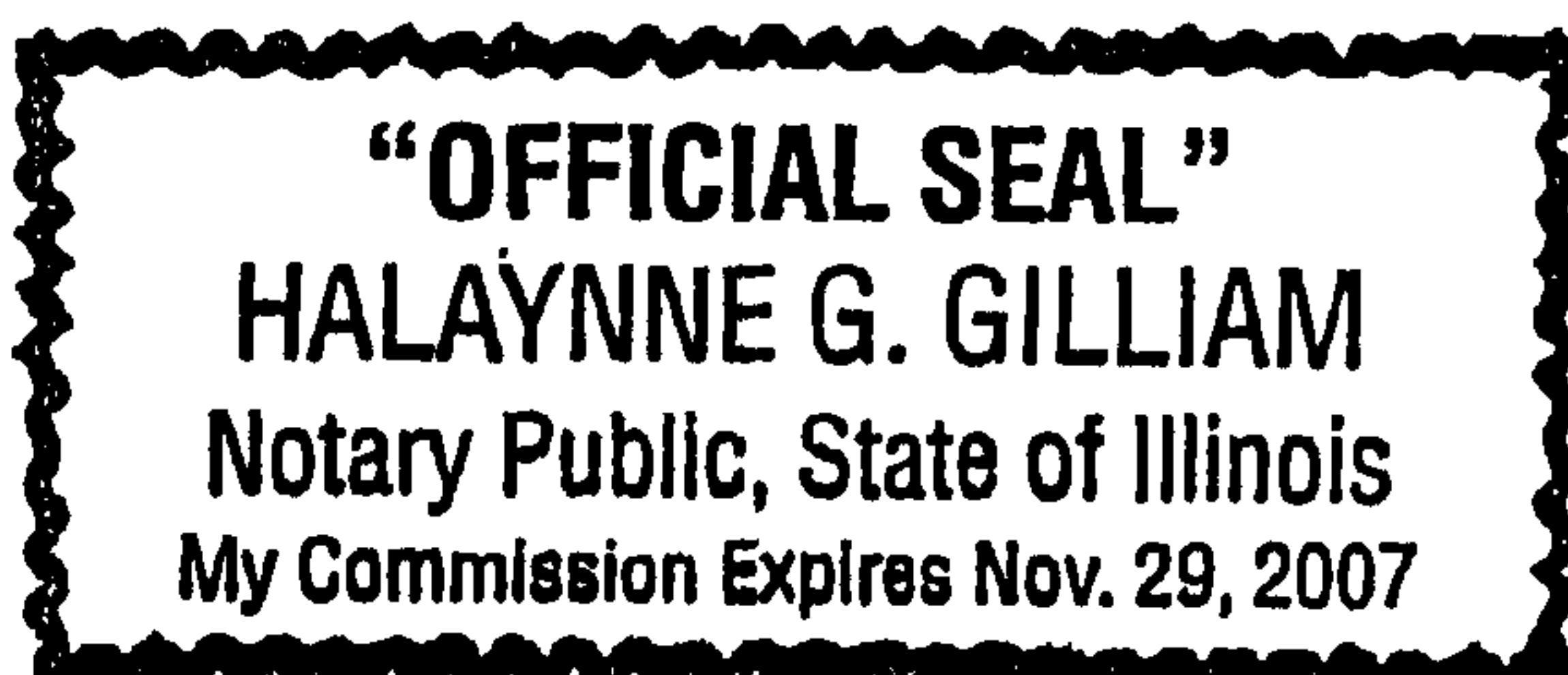
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Lakeside,  
Inc., an Illinois corporation, 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 such instrument, he, as  
such Executive Vice President and with full authority, executed the same voluntarily for and as the act  
of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



JRC LAKESIDE (QUAIL RIDGE), LLC,  
a Delaware limited liability company

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

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

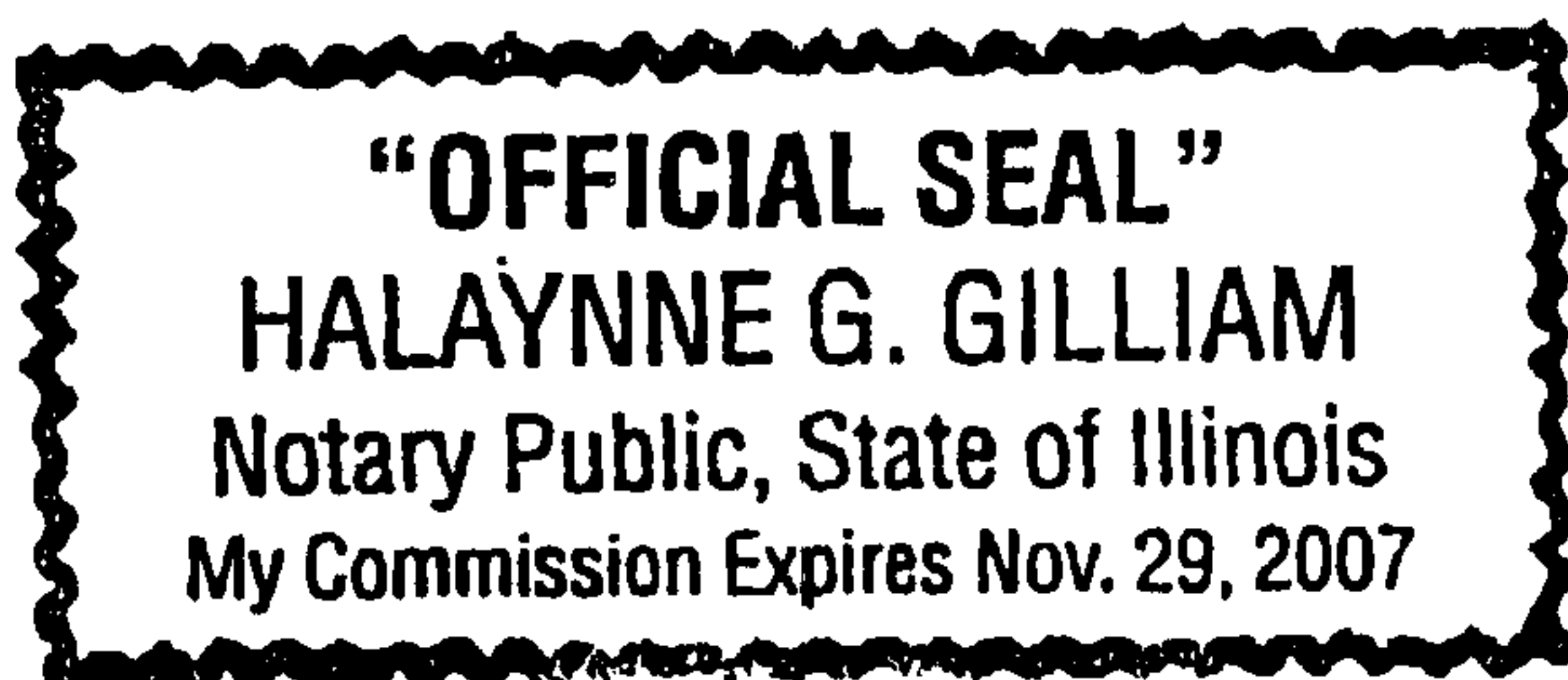
20061024000523460 9/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

STATE OF ILLINOIS)

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Lakeside, Inc., an Illinois corporation, the sole manager of **JRC LAKESIDE (QUAIL RIDGE), 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

JRC LAKESIDE (QUAIL/QUEEN), LLC,  
a Delaware limited liability company

20061024000523460 10/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

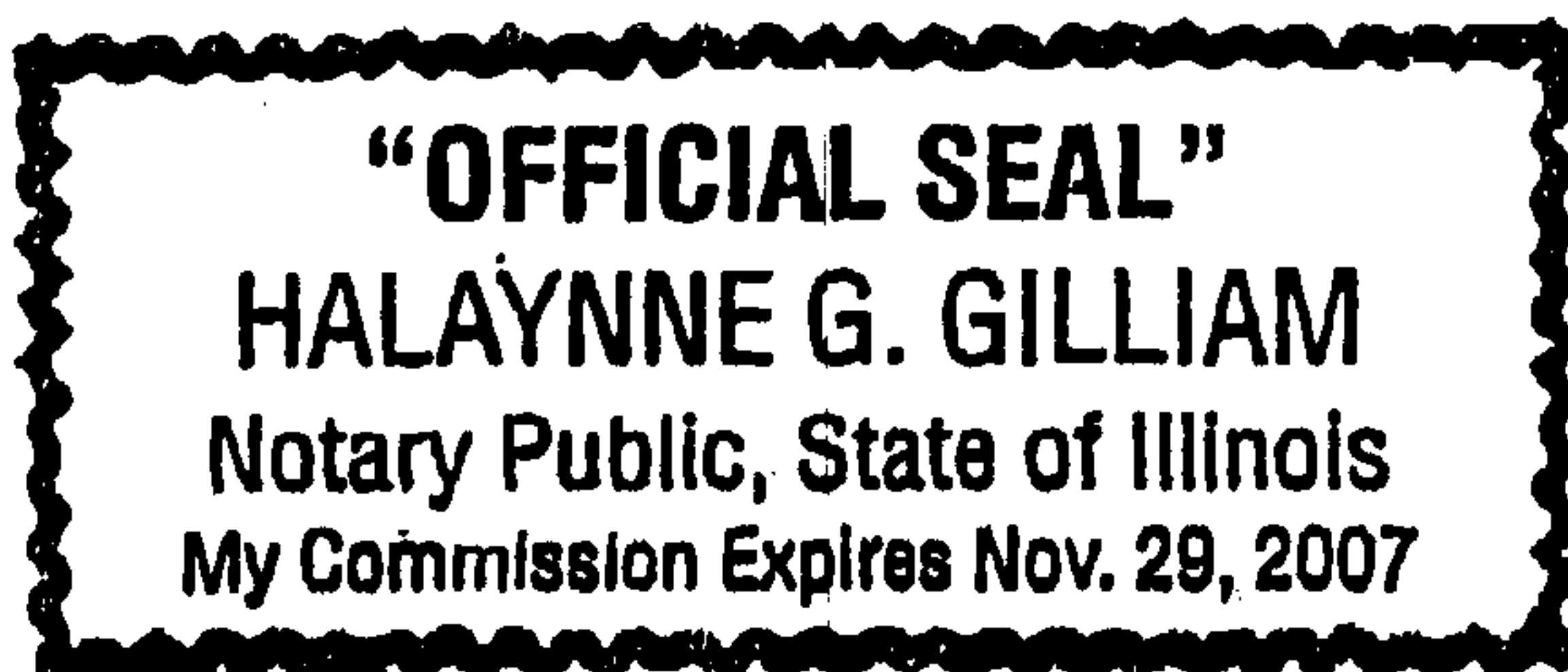
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS)

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Lakeside, Inc., an Illinois corporation, the sole manager of **JRC LAKESIDE (QUAIL/QUEEN), 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



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

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

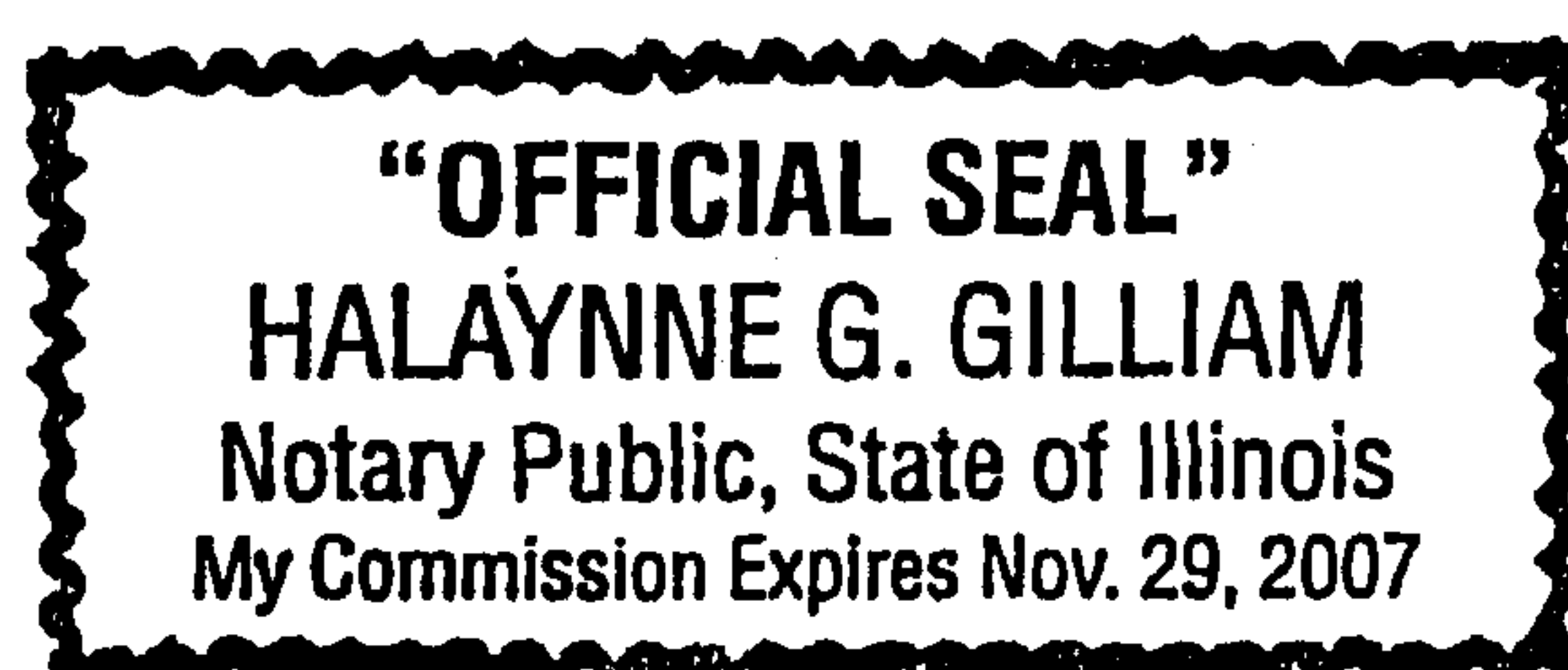
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Lakeside,  
Inc., an Illinois corporation, 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 such instrument, he, as  
such Executive Vice President and with full authority, executed the same voluntarily for and as the act  
of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

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

20061024000523460 12/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

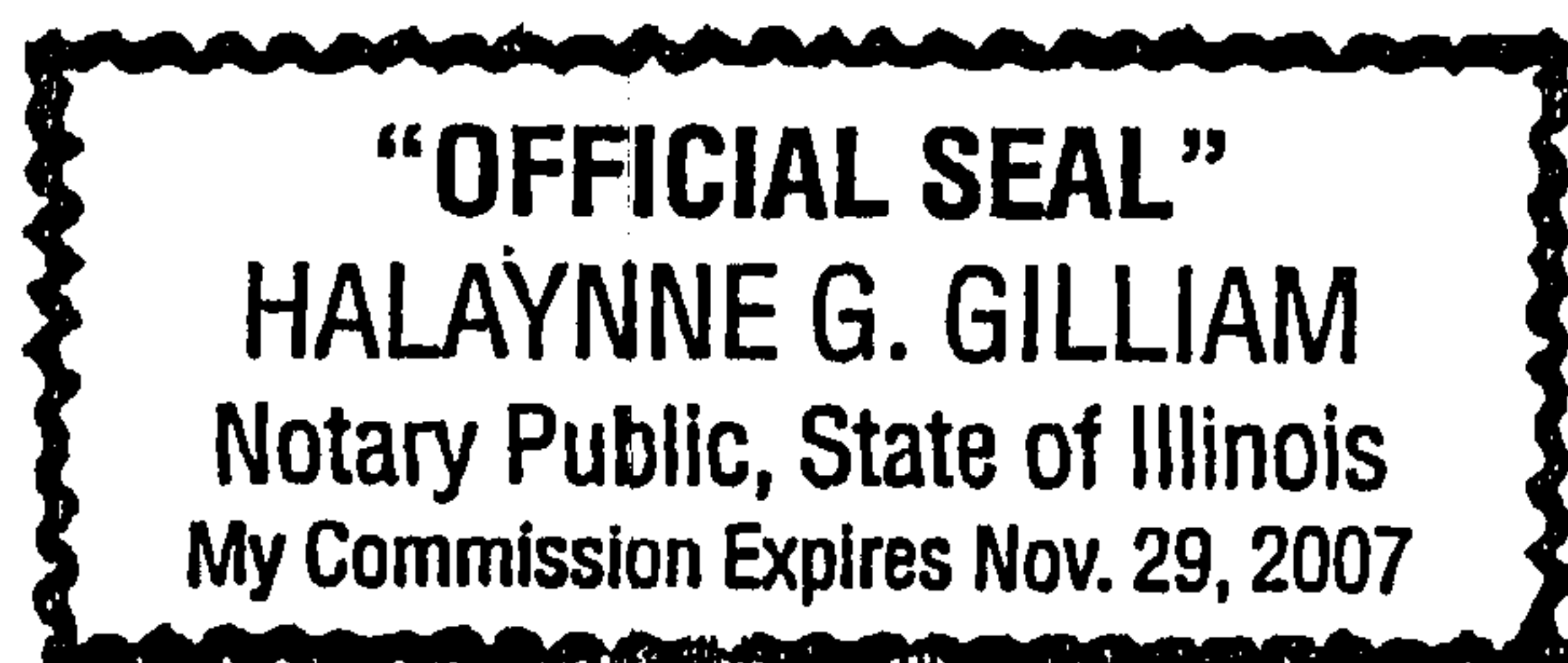
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as Executive Vice President of Jupiter Hunter's Pointe Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



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JRC DRAKE/GEORGIA LIMITED PARTNERSHIP,  
an Illinois limited partnership

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

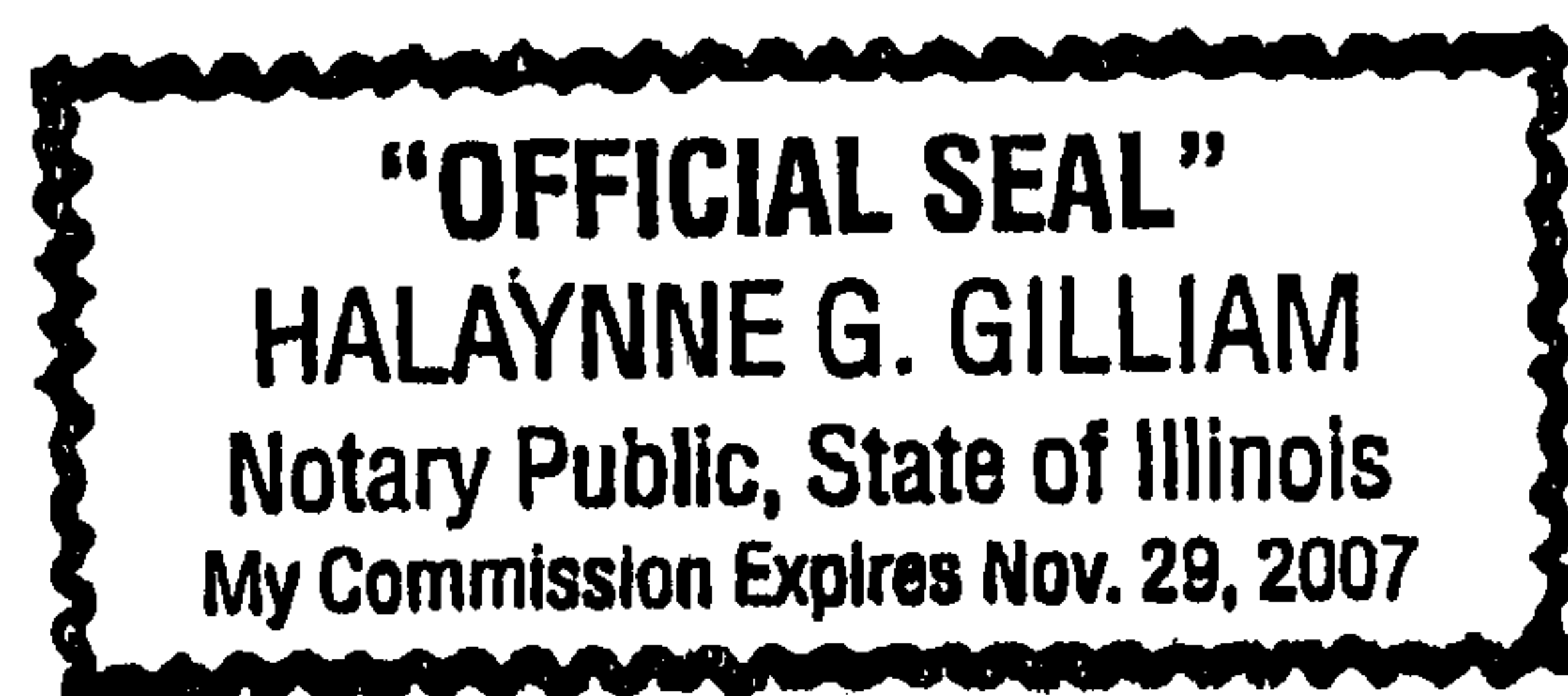
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, a notary public in and for said county in said state, hereby certify E. Michael Pompizzi, whose name as Executive Vice President of JRC Southeast, Inc., an Illinois corporation, the general partner of **JRC DRAKE/GEORGIA 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited partnership.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

JRC CHARLESTON LIMITED PARTNERSHIP,  
an Illinois limited partnership

20061024000523460 14/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

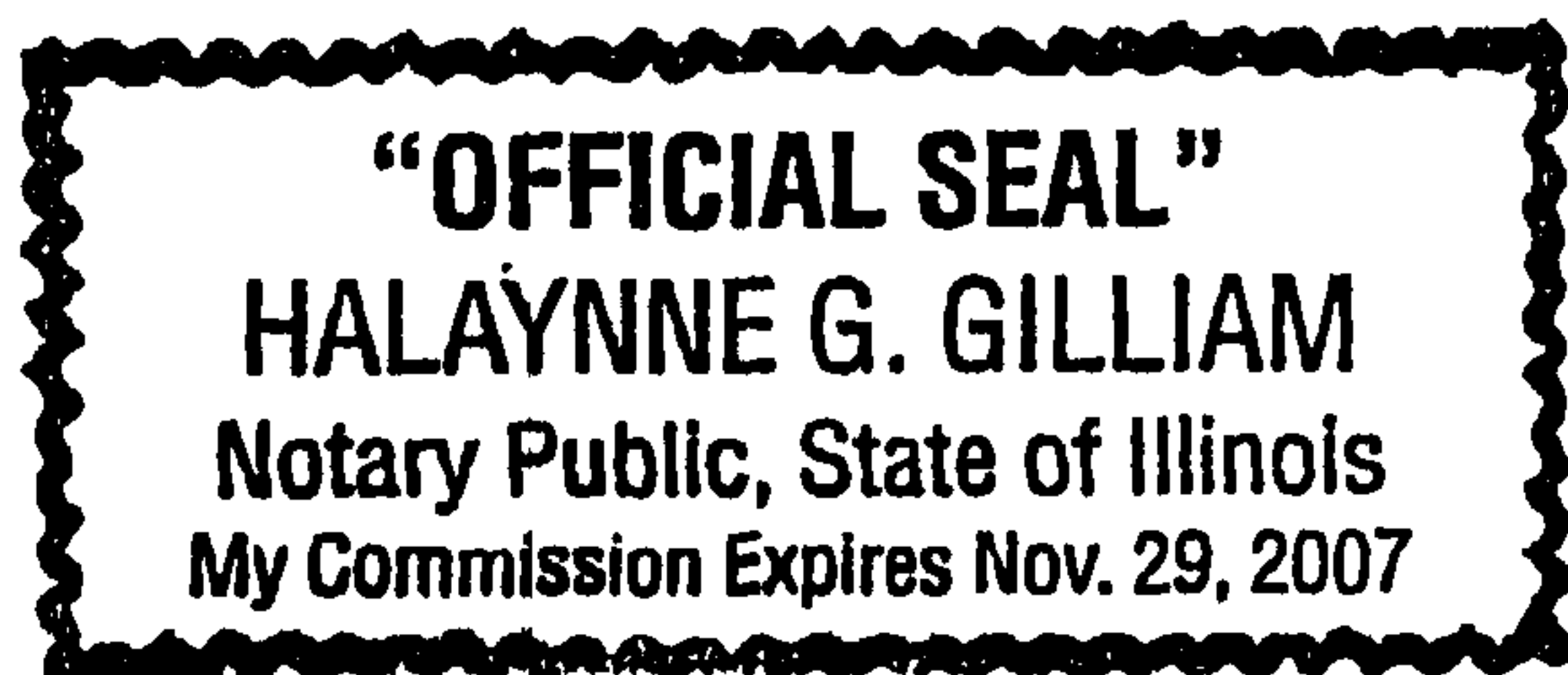
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Southeast, Inc., an Illinois corporation, the general partner of **JRC CHARLESTON 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited partnership.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



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

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Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

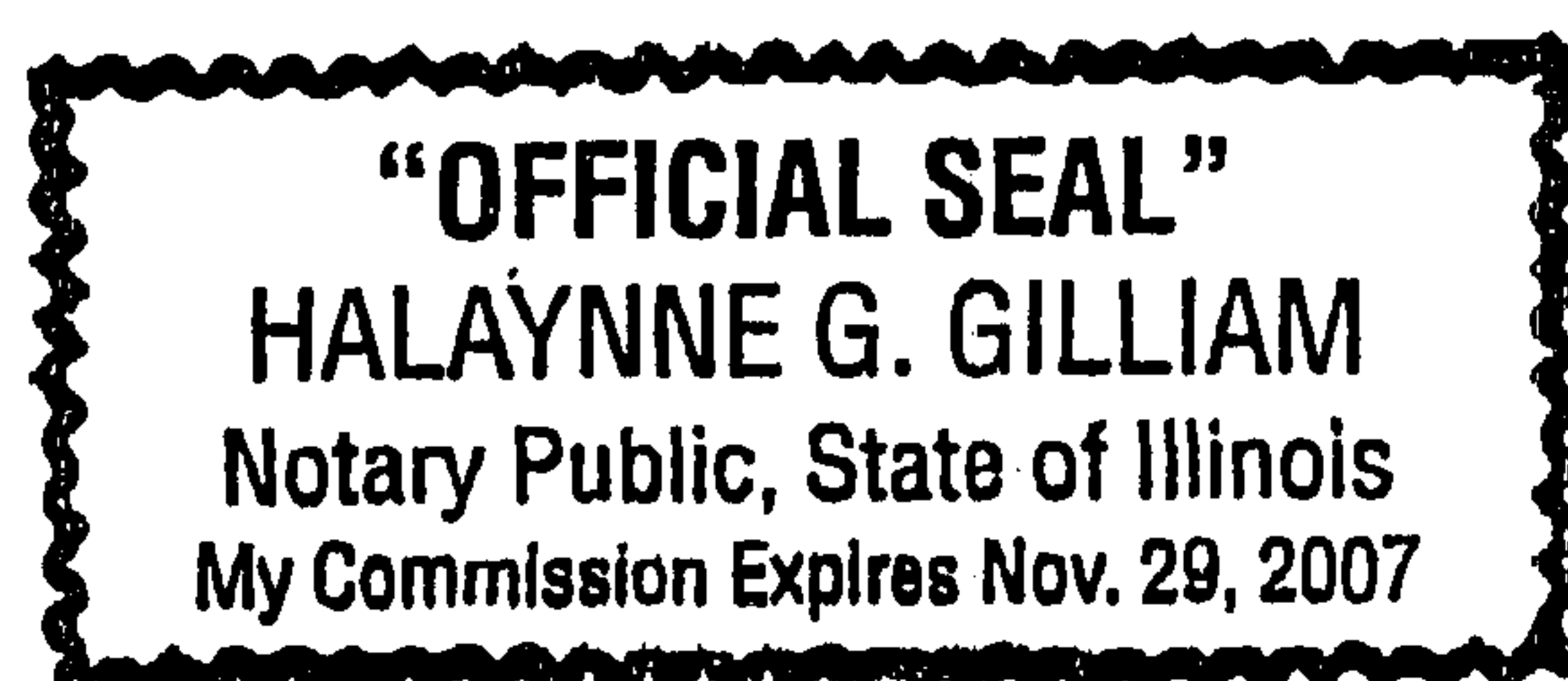
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Southfield,  
Inc., an Illinois corporation, 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 such  
instrument, he, as such Executive Vice President and with full authority, executed the same  
voluntarily for and as the act of said corporation on behalf of said limited partnership.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

R&J SOUTHFIELD LLC, an Illinois limited liability company

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

By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

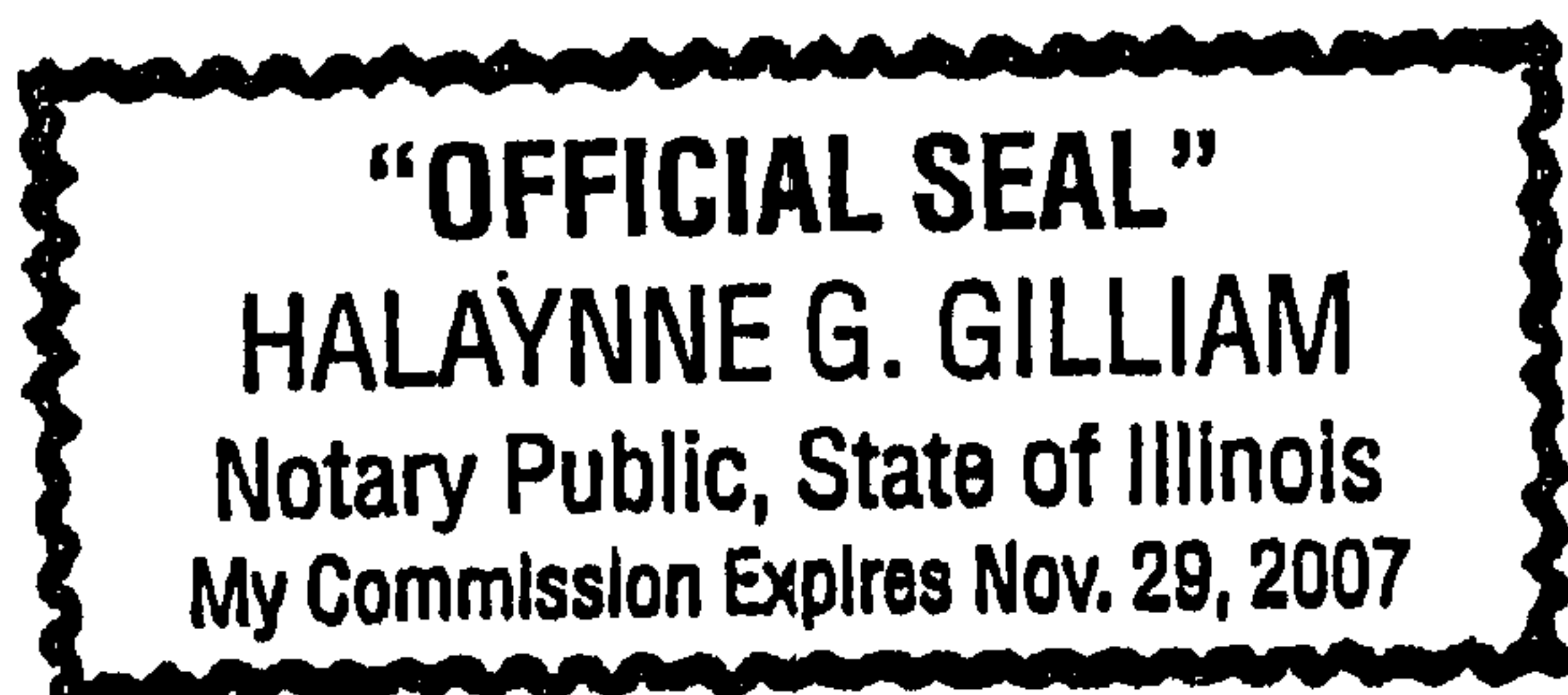
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Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Tree Trail, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



CCC, LLC, an Illinois limited liability company

20061024000523460 17/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

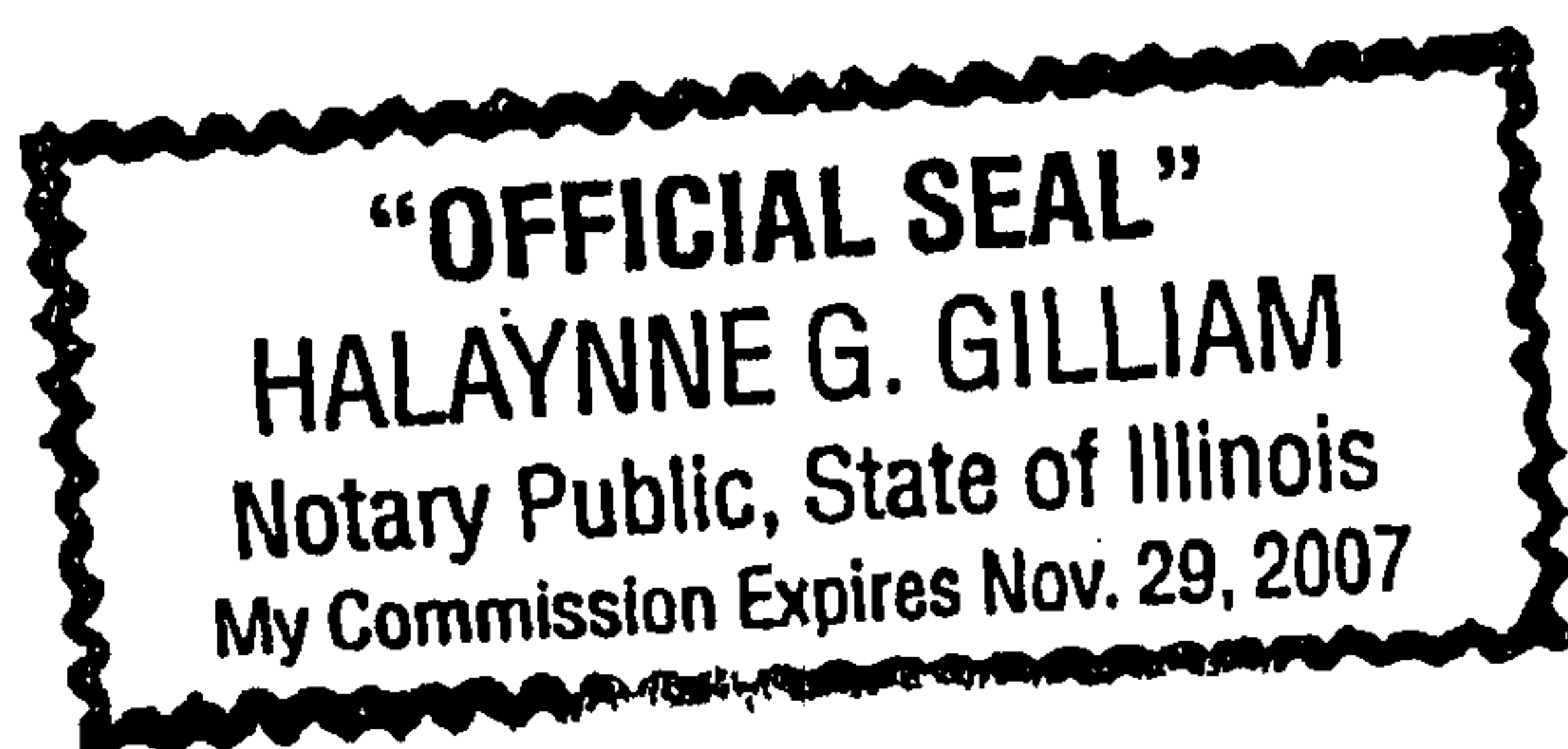
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Tree Trail, Inc., an Illinois corporation, the manager of CCC, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

JRC POWERLINE CHATTANOOGA LLC,  
an Illinois limited liability company

20061024000523460 18/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

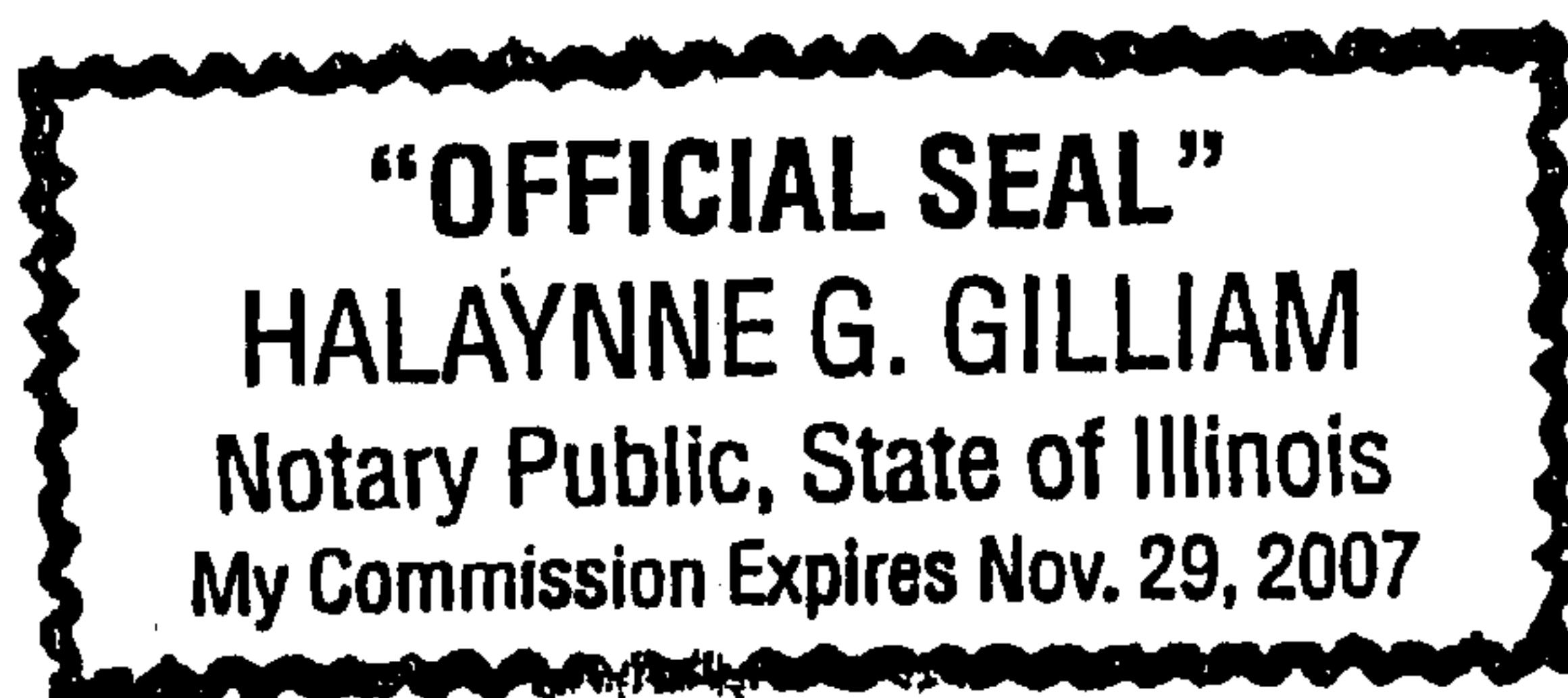
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS)

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Chattanooga, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



TMG SOUTHFIELD ASSOCIATES LLC,  
an Illinois limited liability company

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

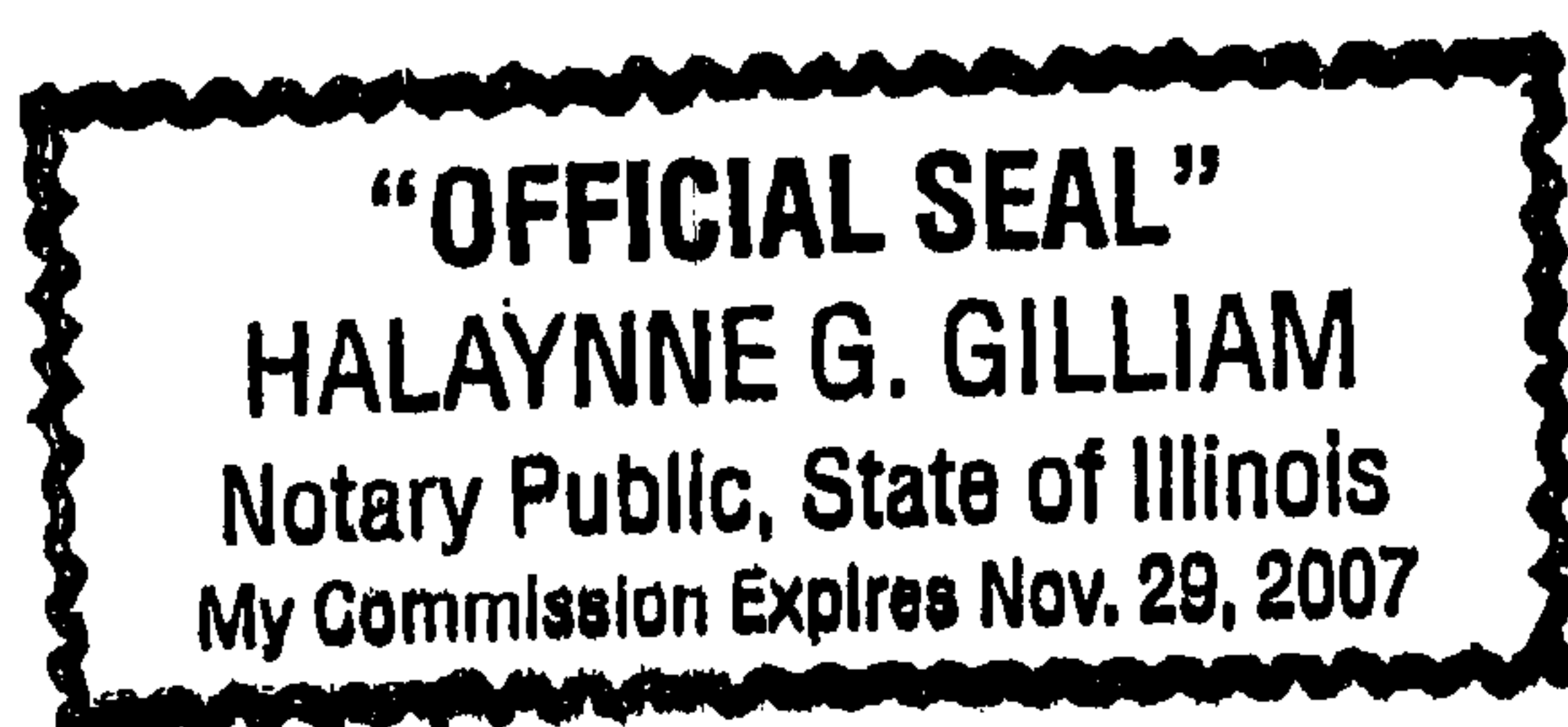
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Tree Trail, Inc., an Illinois corporation, the 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

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

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Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

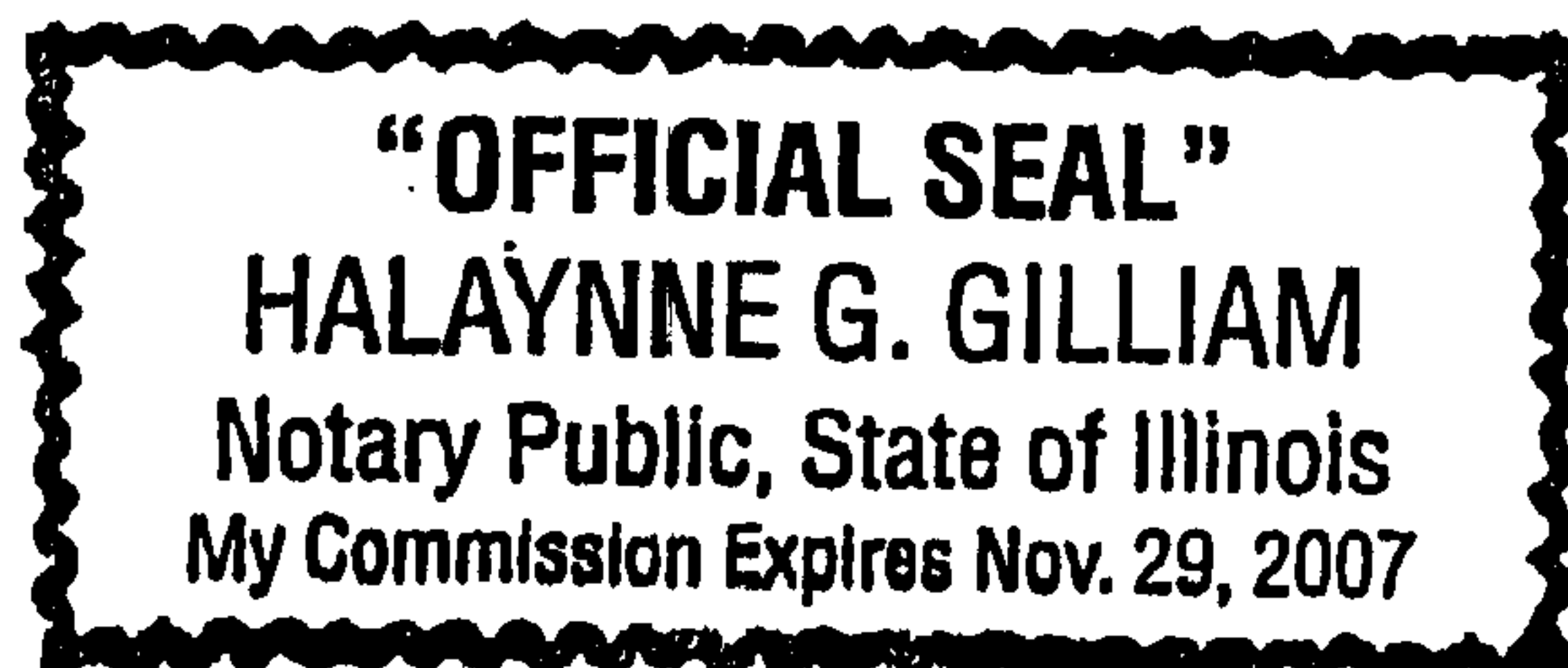
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, a notary public in and for said county in said state, hereby certify that E. Michael Pompizzi, whose name as Executive Vice President of DJ Evanston, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



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

20061024000523460 21/26 \$102.00  
Shelby Cnty Judge of Probate, AL  
10/24/2006 09:51:18AM FILED/CERT

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

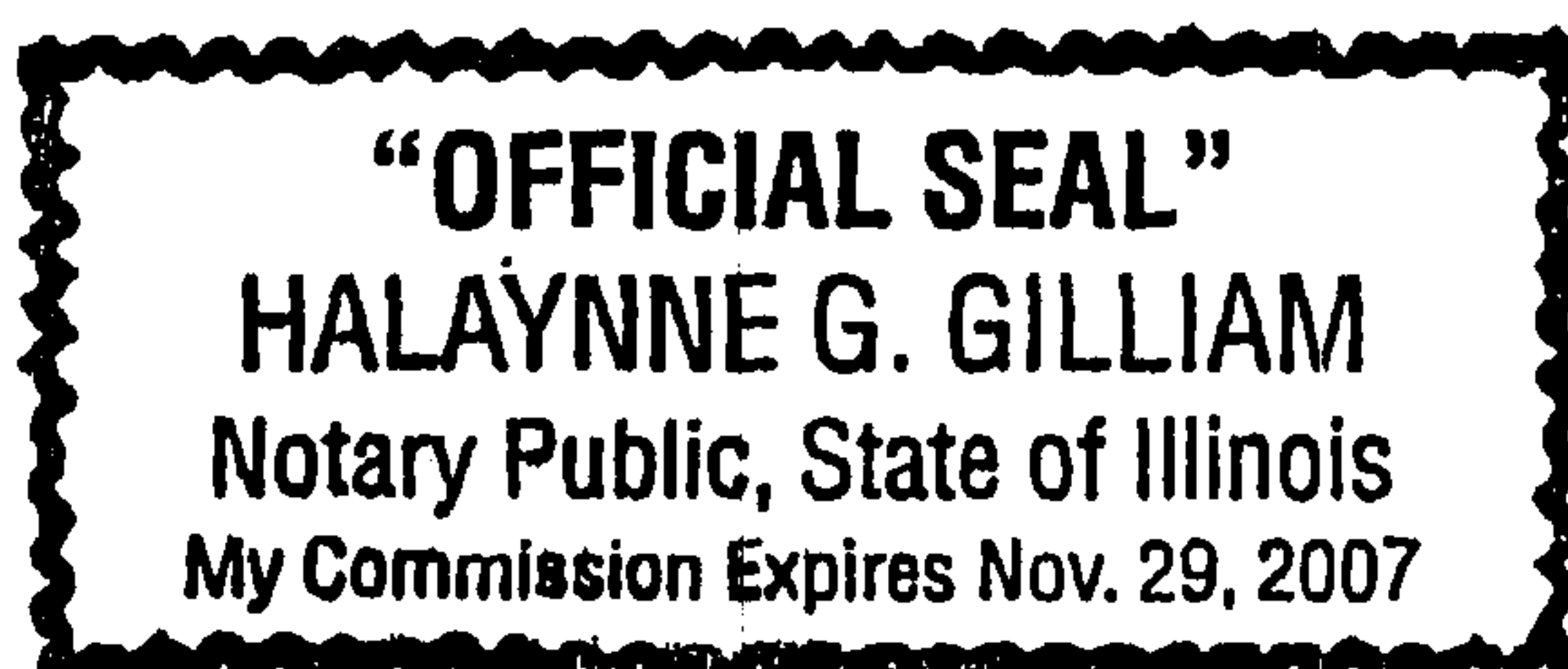
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne B. Gilliam, a notary public in and for said county in said state, hereby certify E. Michael Pompizzi, whose name as Executive Vice President of JRC Parcwood, Inc., an Illinois corporation, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14th day of October, 2005.



[ Notarial Seal ]

Halaynne B. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

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

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

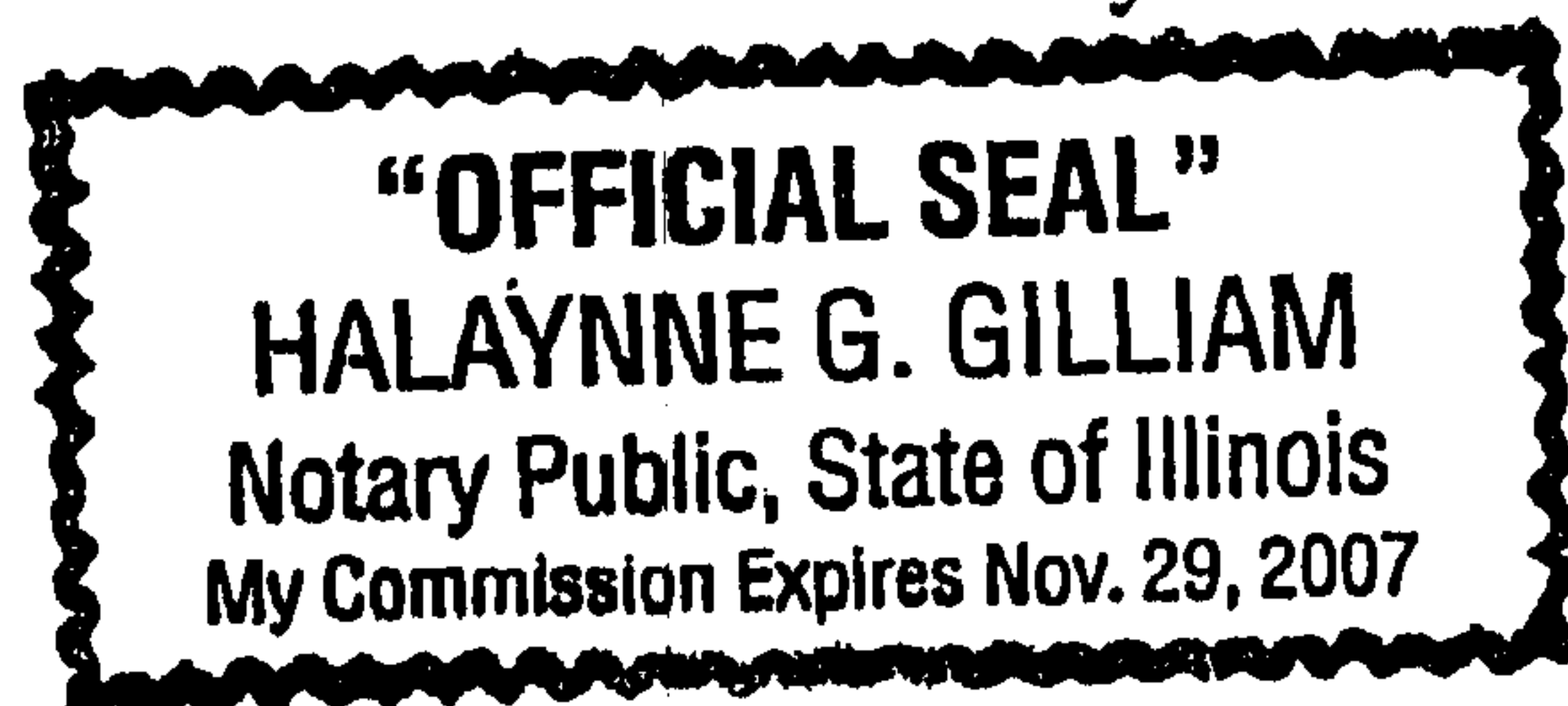
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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, 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007



JRC MT. PLEASANT/VERMILLION, LLC,  
an Illinois limited liability company

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

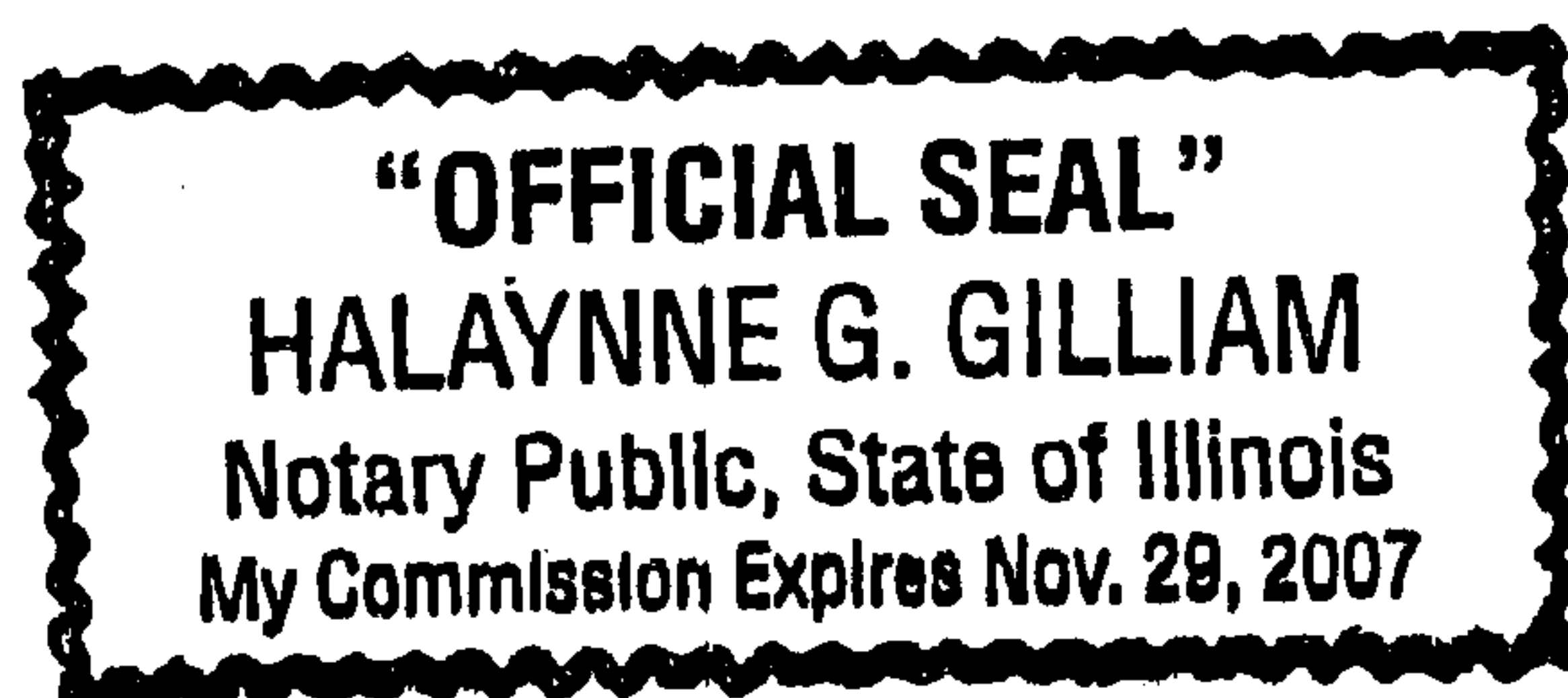
By: E. Michael Pompizzi  
Name: E. Michael Pompizzi  
Its: Executive Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Halaynne G. Gilliam, 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 Mount Pleasant, Inc., an Illinois corporation, the 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 such instrument, he, as such Executive Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2005.



[ Notarial Seal ]

Halaynne G. Gilliam  
Notary Public

My Commission Expires: Nov. 29, 2007

## SCHEDULE I

1. JRC Lakeside Limited Partnership, an Illinois limited partnership
2. JRC Lakeside Property (GMO), LLC, a Delaware limited liability company
3. JRC Lakeside Property (O'Hare), LLC, a Delaware limited liability company
4. JRC Lakeside (Quail Ridge), LLC, a Delaware limited liability company
5. JRC Lakeside (Quail/Queen), LLC, a Delaware limited liability company
6. JRC Property (Quail) L.L.C, a Delaware limited liability company
7. JRC Hunter's Pointe LLC, an Illinois limited liability company
8. JRC Drake/Georgia Limited Partnership, an Illinois limited partnership
9. JRC Charleston Limited Partnership, an Illinois limited partnership
10. JRC Southfield/W-L Limited Partnership, an Illinois limited partnership
11. R&J Southfield LLC, an Illinois limited liability company
12. CCC, LLC, an Illinois limited liability company
13. JRC Powerline Chattanooga LLC, an Illinois limited liability company
14. TMG Southfield Associates LLC, an Illinois limited liability company
15. Victorville Evanston, L.L.C., an Illinois limited liability company
16. JRC Parcwood Property (O'Hare), LLC, an Illinois limited liability company
17. JRC Parcwood Property (GMO), LLC, an Illinois limited liability company
18. JRC Mt. Pleasant/Vermillion, LLC, an Illinois limited liability company



**EXHIBIT A**

**LEGAL DESCRIPTION OF CAHABA'S PROPERTY**

A parcel of land being the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast Corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 25; thence West, along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, a distance of 1314.65 feet to the Southwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence  $87^{\circ}44'56''$  right, in a Northerly direction and along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, a distance of 1315.03 feet to the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence  $92^{\circ}05'18''$  right, in an Easterly direction and along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, a distance of 1317.26 feet to the Northeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence  $88^{\circ}01'52''$  right, in a Southerly direction and along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, a distance of 1318.67 feet to the Point of Beginning.

LESS AND EXCEPT any part of subject property lying within a public road right-of-way.

Said parcel contains 39.75 Acres, more or less.



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## EXHIBIT B

### LEGAL DESCRIPTION OF JRC'S PROPERTY

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.