

SECOND ASSIGNMENT OF LOAN DOCUMENTS

Cross-Reference:

Instrument No.: 20040423000210810

Shelby County, Alabama Records

SECOND ASSIGNMENT OF LOAN DOCUMENTS

THIS SECOND ASSIGNMENT OF LOAN DOCUMENTS (the "Assignment") is made as of the 29th day of September, 2011, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (the "Assignor"), to LAKES AT INVERNESS, LLC, a Georgia limited liability company (the "Assignee").

RECITALS

A. A Promissory Note was executed by the tenant-in-common entities listed on Schedule I attached hereto (collectively, the "Borrower") in favor of Assignor, dated February 13, 2004 (as amended, restated and/or supplemented from time to time, the "Note"), evidencing a loan (the "Loan") to the Borrower in the original principal amount of \$1,881,761.79.

B. The Note is secured by that certain Amended and Restated Future Advance Second Mortgage, Security Agreement and Fixture Filing, dated February 13, 2004 (as amended, restated and/or supplemented from time to time, the "Mortgage"), by the Borrower in favor of the Assignor, recorded in the official real estate records of Shelby County, Alabama as Instrument No. 20040423000210810.

C. In addition to the Note and the Mortgage, certain other documents, including, without limitation, those described on Appendix A hereto, were executed in connection with the Loan (collectively, the "Loan Documents").

D. Assignor and Assignee have entered into a Loan Purchase and Sale Agreement, dated as of May 20, 2011 (as amended, restated and/or supplemented from time to time, the "Loan Sale Agreement"), whereby Assignor has agreed to sell and the Assignee has agreed to purchase the Loan and the Loan Documents.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, **without recourse, warranty or representation whatsoever**, all of Assignor's right, title, interest, claim and demand in and to the Note, the Mortgage and the other Loan Documents, together with all moneys, principal and interest, now due and to become due thereon, and all rights, remedies and incidents thereunto belonging. Assignor hereby warrants to

Assignee that Assignor is the current holder of the Note and that Assignor has not encumbered or previously assigned its interest in the Loan Documents other than as set forth herein.

2. Conflict. Nothing in this Assignment shall be construed to be a modification or waiver of or limitation on any provision of the Loan Sale Agreement, including representations, warranties and agreements set forth therein. In the event of any inconsistency or conflict between this Assignment and the Loan Sale Agreement, terms and conditions of the Loan Sale Agreement shall control for all purposes.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.

4. Governing Law. The laws of the State of Alabama shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws.

5. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Second Assignment of Loan Documents]

IN WITNESS WHEREOF, Assignor executes and delivers this Assignment to Assignee as of the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By: [Signature]
Name: Michael T. Persons
Title: Authorized Signatory

STATE OF Georgia)
DeKalb COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Persons, whose name as Authorized Signatory of General Electric Capital Corporation, a Delaware corporation, 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.

Given under my hand and official seal this 27th day of September, 2011.

[Signature]
Notary Public

My commission expires: January 14, 2014



APPENDIX A

List of Loan Documents

1. Amended and Restated Promissory Note, dated February 13, 2004, by Borrower in favor of Assignor evidencing a loan by Assignor to Borrower in the original principal amount of \$1,881,761.79.
2. Amended and Restated Future Advance Second Mortgage, Security Agreement and Fixture Filing, dated February 1, 2004 and recorded as Instrument Number 20040423000210810, in the official real property records of Shelby County, Alabama; as affected by Assignment and Assumption of Second, Third and Fourth Loan Documents, dated September 30, 2004 and recorded as Instrument Number 20040930000542390, aforesaid Records; and as affected by Assignment and Assumption of First, Second, Third and Fourth Loan Documents, dated January 22, 2010 and recorded as Instrument Number 20100126000025930, aforesaid Records.
3. All other documents, instruments, assignments and agreements relating to, or providing additional security for or enhancement of, the foregoing.

SCHEDULE I

List of Tenants-In-Common

JRC Hunter's Pointe LLC, an Illinois limited liability company (as to an undivided 2.148% interest)

JRC Lakeside Limited Partnership, an Illinois limited partnership (as to an undivided 3.797% interest)

JRC Lakeside Property (GMO), LLC, a Delaware limited liability company (as to an undivided 1.345% interest)

JRC Lakeside Property (O'Hare), LLC, a Delaware limited liability company (as to an undivided 3.372% interest)

JRC Property (Quail), L.L.C., a Delaware limited liability company (as to an undivided 2.436% interest)

Victorville Evanston, L.L.C., an Illinois limited liability company (as to an undivided 2.991% interest)

JRC Parcwood Property (GMO), LLC, an Illinois limited liability company (as to an undivided 6.190% interest)

JRC Parcwood Property (O'Hare), LLC, an Illinois limited liability company (as to an undivided 2.473% interest)

JRC Mt. Pleasant/Vermillion, LLC, an Illinois limited liability company (as to an undivided 10.76103393% interest)

JRC Charleston Limited Partnership, an Illinois limited partnership (as to an undivided 1.488% interest)

JRC Southfield/W-L Limited Partnership, an Illinois limited partnership (as to an undivided 5.391% interest)

R&J Southfield LLC, an Illinois limited liability company (as to an undivided 2.839% interest)

JRC Powerline Chattanooga LLC, an Illinois limited liability company (as to an undivided 2.456% interest)

JRC Cahaba LLC, an Illinois limited liability company (as to an undivided 52.31296607% interest)