

-----SPACE ABOVE THIS LINE FOR OFFICIAL USE-----

PREPARED BY:

2012103175

X D. B Bridgforth - MSB#4547

5293 Getwell Road

Southaven, Mississippi 38672

662.393.4450

AFTER RECORDING RETURN TO:

Lynx Grantor Trust  
c/o Capital Crossing Servicing Company LLC  
99 High Street  
Boston, MA 02110  
617.880.1000

#### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made and executed as of the 14th day of September, 2012, by (a) Textron Financial Corporation, a Delaware corporation ("Assignor"), with a mailing address of 40 Westminster Street, 12th Floor, Providence, Rhode Island 02903, in favor of (b) Istrouma Trustee, LLC, a Delaware limited liability company, not individually, but solely in its capacity as trustee for Lynx Grantor Trust ("Assignee"), with a mailing address of c/o Capital Crossing Servicing Company LLC, 99 High Street, Boston, MA 02110, with a mailing address of c/o Capital Crossing Servicing Company LLC, 99 High Street, Boston, MA 02110.

#### WITNESSETH:

WHEREAS, capitalized terms used but not defined herein shall have the meanings provided in that certain Purchase Agreement, dated as of September 7, 2012 (the "Purchase");

2533312  
Wedgewood

Agreement"), between Top Fund II, LLC, a Delaware limited liability company, and Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Top Fund II, LLC has agreed to purchase, and Assignor has agreed to sell, upon the terms and conditions set forth in the Purchase Agreement, certain Purchased Assets (as such term is defined in the Purchase Agreement), including, without limitation, Assignor's right, title and interest in and to (a) that certain Note (as such term is defined in the Purchase Agreement) set forth on Exhibit A attached hereto and (b) that certain Assignment of Leases and Rents, dated as of March 31, 1992, made by Wedgewood Golf Course Limited Partnership, a South Carolina limited partnership, in favor of Textron Financial Corporation, a Delaware corporation and recorded on April 2, 1992 in Book 62 P/A at Page 661 in the office of the chancery clerk of DeSoto County, Mississippi, as amended and modified by each of the following: (i) Third Loan Modification Agreement recorded February 4, 2000 in Book 84 at Page 324 in the office of the chancery clerk of DeSoto County, Mississippi, (ii) Fourth Loan Modification Agreement recorded December 6, 2000 in Book 1270 at Page 418 in the office of the chancery clerk of DeSoto County, Mississippi, (iii) Fifth Loan Modification Agreement recorded October 29, 2001 in Book 1400 at Page 463 in the office of the chancery clerk of DeSoto County, Mississippi, (iv) Notice of Deed of Trust and Sixth Loan Modification Agreement recorded March 25, 2002 in Book 1748, Page 778 in the office of the chancery clerk of DeSoto County, Mississippi, (v) Notice of Deed of Trust and Seventh Loan Modification Agreement recorded March 25, 2002 in Book 1491, Page 456 in the office of the chancery clerk of DeSoto County, Mississippi, (vi) Notice of Deed of Trust and Eighth Loan Modification Agreement recorded February 11, 2005 in Book 2158, Page 315 in the office of the chancery clerk of DeSoto County, Mississippi, (vii) Notice of Deed of Trust and Ninth Loan Modification Agreement dated July 31, 2006 in Book 2541, Page 416 in the office of the chancery clerk of DeSoto County, Mississippi, (viii) Notice of Deed of Trust and Tenth Loan Modification Agreement recorded February 9, 2010 in Book 3132, Page 498 in the office of the chancery clerk of DeSoto County, Mississippi, and (ix) Notice of Deed of Trust and Eleventh Loan Modification Agreement recorded March 25, 2002 in Book 1491, Page 456 in the office of the chancery clerk of DeSoto County, Mississippi (said Assignment of Leases and Rents is referred to herein, as the "Collateral Assignment");

WHEREAS, Top Fund II, LLC has designated, in accordance with the terms and provisions of the Purchase Agreement, Assignee to take title to the aforesaid Note and Collateral Assignment;

NOW, THEREFORE, in consideration for the payment of the Purchase Price (as such term is defined in the Purchase Agreement) by Top Fund II, LLC, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and sets over (in each case, on an absolute basis) to Assignee, and its successors and assigns, all of Assignor's right, title and interest in the Collateral Assignment. Assignor further confirms that Assignor has transferred, sold, conveyed and assigned (in each case, on an absolute basis) to Assignee the indebtedness secured by the Collateral Assignment, subject in each case to the terms and provisions of the Purchase Agreement.

This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns. The recitals set forth above are hereby incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

ASSIGNOR:

TEXTRON FINANCIAL CORPORATION

Signed, sealed and delivered in the presence of:

Pamela J. Toro  
Print Name: Pamela J. Toro

By: Angelo M. Beka  
Name: Angelo M. Beka  
Title: President



STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14<sup>th</sup> day of September, 2012, within my jurisdiction, the within named Angelo M. Beka who acknowledged that (he)(she) is PRESIDENT of Textron Financial Corporation, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Janet S. Fogarty  
Printed Name: Janet S. Fogarty  
My Commission Expires: 7/25/13  
Janet S. Fogarty  
(Seal)

Exhibit A

1. Note: Second Amended and Restated Promissory Note dated January 27, 2005 made by Wedgewood Golf Course Limited Partnership, a South Carolina limited partnership, to the order of Textron Financial Corporation, a Delaware corporation, in the stated principal amount of \$1,392,330, as amended and modified by each of the following: (a) First Amendment to Second Amended and Restated Promissory Note dated as of July 31, 2006, (b) Second Amendment to Second Amended and Restated Promissory Note dated as of January 27, 2010, and (c) Third Amendment to Second Amended and Restated Promissory Note dated as of December 31, 2010.