

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated the 29th day of May, 2002 between Collateral Mortgage Capital, LLC, a Delaware limited liability company, whose address is 524 Lorna Square, Birmingham, Alabama, 35216 ("Lender"), and Web Service Co., Inc., a California corporation ("Tenant").

RECITALS:

A. Tenant has entered into a Lease Agreement dated May 22, 1996 (the "Lease") with Riverchase Garden Apartments, Ltd. the predecessor in interest of Riverchase Gardens, an Alabama general partnership ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of that the real property located in Shelby County, Alabama (the "Property");

B. Lender has made a loan to Landlord in the sum of \$7,100,000.00 secured by a Multifamily Mortgage or Deed of Trust, Assignment of Rents and Security Agreement on the Landlord's interest in the Property (the "Security Instrument"), recorded in the official records of Shelby County, Alabama (the "Public Records"); and

C. Tenant has agreed to the subordination of the Lease to the Security Instrument on the condition that it is assured of continued occupancy of the Premises under the terms of the Lease and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien and effect of the Security Instrument insofar as it affects the real and personal property or which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made thereunder, to the full extent of amounts secured thereby and interest thereon.

2. In the event Lender or any trustee for Lender takes possession of the Property, as mortgagee-in-possession or otherwise, or forecloses the Security Instrument or otherwise causes the Property to be sold pursuant to the Security Instrument, Lender agrees not to affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of the Lease or any of Tenant's other rights under the Lease in the exercise of Lender's

rights under the Security Instrument so long as Tenant is not then in default under any of the terms, covenants or conditions of the Lease or this Agreement.

3. In the event that Lender succeeds to the interest of the Landlord under the Lease and/or Landlord's fee title to the Property, or if anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Security Instrument or by other sale pursuant to the Security Instrument, or upon the sale of the Property by Lender or its successors or assigns or any trustee for Lender after foreclosure or other sale pursuant to the Security Instrument or acquisition of title in lieu thereof or otherwise, Lender or its successors or assigns or the then owner of Landlord's fee title to the Property after foreclosure or other sale pursuant to the Security Instrument (hereinafter collectively referred to in this paragraph as "Successor Landlord") and Tenant hereby agree to recognize one another as landlord and tenant, respectively, under the Lease and to be bound to one another under all of the terms, covenants and conditions of the Lease, and Successor Landlord shall assume all of the obligations of the Landlord under the Lease. Accordingly, from and after such event, Successor Landlord and Tenant shall have the same remedies against each other for the breach of an agreement contained in the Lease as Tenant and Landlord had before Successor Landlord succeeded to the interest of the Landlord; provided, however, that Successor Landlord shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord); or
- (b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or
- (c) bound by any rent or additional rent that Tenant might have paid for more than one month in advance to any prior landlord (including Landlord); or
- (d) bound by any amendment or modification of the Lease made after the date of this Agreement without Lender's prior written consent; or
- (e) liable for return of any security deposit.

4. Although the foregoing provisions of this Agreement shall be self-operative, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn, such other instrument or instruments as Lender or such other person shall from time to time request in order to confirm such provision.

5. Tenant hereby warrants and represents, covenants and agrees to and with Lender:

(a) not to alter or modify the Lease in any respect without prior written consent of Lender;

(b) to deliver to Lender at the address indicated above a duplicate of each notice of default delivered to Landlord at the same time as such notice is given to Landlord;

(c) that Tenant is now the sole owner of the leasehold estate created by the Lease and shall not hereafter transfer the Lease except as permitted by the terms thereof;

(d) not to seek to terminate the Lease by reason of any default of Landlord without prior written notice thereof to Lender and the lapse thereafter of such time as under the Lease was offered to Landlord in which to remedy the default, and the lapse of 30 days after the expiration of such time as Landlord was permitted to cure such default; provided, however, that with respect to any default of Landlord under the Lease which cannot be remedied within such time, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, in the event either Lender or Landlord do not cure or commence curing such default within the time provided to Landlord under the Lease and the nature of the default threatens Tenant's ability to conduct its daily business or threatens to materially or adversely damage tenant's property located on the Leased Premises, Tenant shall be permitted to exercise its right under the Lease;

(e) not to pay any rent or other sums due or to become due under the Lease more than 30 days in advance of the date on which the same are due or to become due under the Lease;

(f) to certify promptly in writing to Lender in connection with any proposed assignment of the Security Instrument, whether or not any default on the part of Landlord then exists under the Lease; and

(g) upon receipt from Lender of notice of any default by Landlord under the Security Instrument, to pay to Lender directly all rent and other sums due under the Lease.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.

8. If, the Security Instrument is a deed of trust, then, this Agreement is entered into by one or more trustees of Lender in his or her capacity as Trustee and not individually. Tenant agrees that:

(a) neither the trustees, nor the officers, employees, agents or shareholders of the Lender shall be personally liable hereunder; and

(b) Tenant and all others shall look solely to the interest of the Lender in the Property for the payment of any claim hereunder or for the performance of any obligation, agreement, contribution or term to be performed or observed by it hereunder or under the Security Instrument of any other agreement or document securing or collateral to the Security Instrument.

9. Landlord is not in default under the terms of the Lease, and no event has occurred which, with the giving of notice or the passage of time, would constitute a default.

[No further text on this page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

WEB SERVICE CO., INC., a California corporation

By: [Signature]
Name: David G. Kent
Title: Assistant Secretary

STATE OF ~~ALABAMA~~ CALIFORNIA

COUNTY OF LOS ANGELES

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David G. Kent, whose name as Assistant Secretary of Web Service Co., Inc., a California 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 the 29th day of May, 2002.

[Signature]
Notary Public

My Commission Expires:
March 29, 2003

[Seal]



LENDER:

COLLATERAL MORTGAGE CAPITAL, LLC,
a Delaware limited liability company

By: Collateral Management, LLC,
a Delaware limited liability company,
Its: Manager

By: [Signature]
Name: Brett N. Blackwood
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brett N. Blackwood, whose name as Vice President of Collateral Management, LLC,, a Delaware limited liability company, manager of COLLATERAL MORTGAGE CAPITAL, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged to 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 limited liability company, as manager of said limited liability company.

Given under my hand and official seal, this the 31st day of May, 2002..

[Signature]
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MARCH 12, 2003

[Seal]

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EXHIBIT "A"

PARCEL I:

Lot 1, according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, page 153, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 2, according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, page 40, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Easement for the benefit of Parcels I and II as created by Reciprocal Easement Agreement dated December 1983 and recorded in Volume 54, page 177, as amended by amendment dated November 13, 1986, recorded in Deed Book 99, page 905, for the purposes described in that easement.

PARCEL IV:

Easement for the benefit of Parcel II as created by that certain Easement dated December 13, 1983, and recorded in Real 2571, page 628 and refiled by Real 99, page 911, for the purpose of a sanitary sewer pipeline.

PARCEL V:

Easement for the benefit of Parcel II as created by that certain Easement dated 11-30-83, recorded in Real 2429, page 31 and refiled in Real 85, page 66, for the purpose of a sanitary sewer pipeline.

PARCEL VI:

Easement for the benefit of Parcel II as created by that certain Easement recorded in Shelby Real 351, page 963, in said Probate Office.