

Inst # 1994-17861

THIS INSTRUMENT WAS PREPARED BY
AND, AFTER RECORDING, SHOULD BE RETURNED TO:

Wayne H. Hykan
Brownstein Hyatt Farber & Strickland, P.C.
410 - 17th Street, 22nd Floor
Denver, CO 80202

06/03/1994-17861
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DLD HCD 9020.00

SHORT FORM MEMORANDUM OF GROUND LEASE AND CONVEYANCE

THIS SHORT FORM MEMORANDUM OF GROUND LEASE AND CONVEYANCE, made as of the 1st day of June, 1994, is by and between AMSOUTH RIVERCHASE, INC., an Alabama corporation (the "Ground Lessor"), having an address at 1900 5th Avenue North, Birmingham, Alabama 35203, Attention: Properties Department, and SUN RIVERCHASE, LIMITED PARTNERSHIP, a California limited partnership (the "Ground Lessee"), having an address at One SunAmerica Center, Los Angeles, California 90067-6022.

W I T N E S S E T H:

WHEREAS, by virtue of a Ground Lease dated of even date herewith (the "Ground Lease"), the Ground Lessor, in consideration of the covenants of the Ground Lessee, has leased and demised to the Ground Lessee, and the Ground Lessee has taken and leased from the Ground Lessor, for the term hereinafter specified, that certain land located in the County of Shelby, State of Alabama, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Ground Lease Land"); and

WHEREAS, pursuant to the Ground Lease, the Ground Lessor has granted, bargained, sold and conveyed to the Ground Lessee, its successors and assigns forever, all of the buildings, structures and other improvements constructed on the Ground Lease Land as of the date hereof and has assigned, transferred, sold and conveyed certain other property as therein provided; and

WHEREAS, the parties desire to place of record this Short Form of Ground Lease in order to give third parties notice of certain rights and obligations of the parties under the Ground Lease to comply with the terms of Section 35-4-51.1, Code of Alabama and to record the conveyance set forth in paragraph 4 below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein and in the Ground Lease, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated by reference.

2. Lease of Ground Lease Land. The Ground Lessor hereby demises, leases and rents to the Ground Lessee, and the Ground Lessee hereby leases, hires and rents from the Ground Lessor, upon and subject to the terms, covenants, conditions and limitations set forth in the Ground Lease, for the term hereinafter specified, the Ground Lease Land, together with the Ground Lessor's interest in any rights of way or use, licenses, easements, tenements, hereditaments, appurtenances, permits and other rights now or hereafter belonging or pertaining to the Ground Lease Land, including, without limitation, all those arising under that certain Declaration of Covenants, Easements and Restrictions dated June 1, 1994, executed by the Ground Lessor, and recorded in the real property records of the County of Shelby as instrument number 1994-17860, State of Alabama (the "Declaration"), which rights of way or use, licenses, easements, tenements, hereditaments, appurtenances, permits and other rights are leased to the Ground Lessee on a non-exclusive basis subject to the interest of other persons therein pursuant to the terms of the Declaration or otherwise.

3. Term of Ground Lease. The initial term of the Ground Lease shall commence on June 1, 1994 and shall expire on December 15, 2015 (the "Initial Ground Lease Term"); provided, however, that the Ground Lessee, in accordance with the terms of the Ground Lease, shall have the right, at its option, to elect to extend the term of the Ground Lease for five (5) additional consecutive periods of ten (10) years each (collectively, the "Ground Lease Renewal Terms"). Such election to extend shall be exercised by the Ground Lessee, if at all, by giving written notice of such election to the Ground Lessor not less than twelve (12) months prior to the expiration of the Initial Ground Lease Term or the then current Ground Lease Renewal Term, as the case may be.

4. Conveyance. For and in consideration of the sum of \$16,164,710.49 in hand paid by the Ground Lessee to the Ground Lessor concurrently with the execution of the Ground Lease, the receipt and sufficiency of which are hereby acknowledged, the Ground Lessor does hereby:

(a) grant, bargain, sell and convey to the Ground Lessee, its successors and assigns forever, all of the buildings, structures and other improvements constructed on the Ground Lease Land (the "Work in Process"), together with all and singular the hereditaments and appurtenances thereunto belonging, and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Ground Lessor, either in law or equity, of, in or to the Work in Process; and

(b) assign, transfer, sell and convey to the Ground Lessee, its successors and assigns forever, all of the right, title and interest of the Ground Lessor, if any, in and to (i) all building materials, machinery, apparatus, facilities and fixtures which are affixed to or situated upon the Ground

Lease Land or the Work in Process, (ii) all contract rights, governmental agreements, authorizations, licenses, permits, prepaid water taps, sewer taps, stub-in fees, water rights, sewer rights, utility deposits and other rights now in effect with respect to the Ground Lease Land or the Work in Process, (iii) all warranties and guaranties, express or implied, issued by manufacturers, vendors, contractors, subcontractors and other third parties in connection with or arising out of the construction of the Work in Process or the purchase or repair of fixtures, materials, machinery, apparatus or facilities delivered to or installed on or in the Ground Lease Land or the Work in Process, and (iv) any and all other intangible property not referenced above which is owned by the Ground Lessor and is used in connection with the Ground Lease Land, the Work in Process or any of the tangible property described herein. (All of the foregoing property being referred to herein as the "Personalty.")

TO HAVE AND TO HOLD the property above described unto the Ground Lessee, its successors and assigns forever. The Ground Lessor for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Ground Lessee, its successors and assigns, that as of the date hereof it is well seized of the Work in Process above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever except for the Permitted Liens (as defined in the Ground Lease).

5. Cross Reference to Ground Lease. This Short Form of Ground Lease is subject in all respects to the terms and conditions of the Ground Lease and is not to be construed as limiting or increasing any of the rights and obligations thereunder. In the event of an inconsistency between this Short Form of Ground Lease and the Ground Lease, the terms and conditions of the Ground Lease shall govern.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in the Ground Lease, which Ground Lease is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IN WITNESS WHEREOF, the Ground Lessor and the Ground Lessee have executed this instrument as of the day and year first above written.

GROUND LESSOR:

AMSOUTH RIVERCHASE, INC.,
an Alabama corporation

By: M. List Underwood, Jr.
Name: M. List Underwood, Jr.
Title: President

GROUND LESSEE:

SUN RIVERCHASE, LIMITED PARTNERSHIP
a California limited partnership

By: SUN RIVERCHASE, INC.,
a California corporation,
as General Partner

By: William M. Petak
Name: WILLIAM M. PETAK
Title: V.P.

STATE OF New York)
New York COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that M. List Underwood, Jr., whose name as President of AMSOUTH RIVERCHASE, INC., an Alabama 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 thereof, 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 26th day of May, 1994.

Lorraine Michel
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-28-96

LORRAINE MICHELS
Notary Public, State of New York
No. 52-4830738
Qualified in Suffolk County
Commission Expires

STATE OF California)
Los Angeles COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Petak, whose name as Vice President of Sun Riverchase, Inc., a corporation, as general partner of Sun Riverchase, Limited Partnership, a 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 general partner as aforesaid of said limited partnership.

Given under my hand and official seal, this the 25 day of May, 1994.

Catherine M. Husler
NOTARY PUBLIC

MY COMMISSION EXPIRES: Aug 5, 1994

Schedule A

NORTH BUILDING PARCELS

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 811.07 feet to the POINT OF BEGINNING; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 23.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 269.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 13.17 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 54.17 feet to a point; thence 90°00' to the right in a Northwesternly direction a distance of 13.17 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 159.42 feet to a point; thence 90°00' to the right in a Northwesternly direction a distance of 17.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 2.00 feet to a point; thence 90°00' to the left in a Northwesternly direction a distance of 59.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the left in a Northwesternly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.50 feet to a point; thence 90°00' to the left in a Northwesternly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 269.50 feet to a point; thence 90°00' to the left in a Northwesternly direction a distance of 8.92 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 67.53 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 8.92 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 69.47 feet to a point; thence 90°59'36" to the left in a Northwesternly direction a distance of 9.42 feet to a point; thence 88°46'53" to the right in a Northeasterly direction a distance of 125.30 feet to a point; thence 89°34'51" to the right in a Southeasterly direction a distance of 13.73 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance

of 5.52 feet to a point; thence 87°22'05" to the right in a Southeasterly direction a distance of 103.48 feet to the POINT OF BEGINNING.

Containing 72,638.37 square feet or 1.67 acres.

SOUTH BUILDING PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to the POINT OF BEGINNING; thence 55°42'40" to the right in a Westerly direction a distance of 336.50 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 13.58 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 80.17 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 21.00 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 15.50 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 10.75 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 19.75 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 373.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 18.25 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 103.25 feet to the POINT OF BEGINNING.

Containing 48,696.89 square feet or 1.12 acres.

PEDESTRIAN BRIDGE PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and

turn an angle of 137°37'30" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1223.52 feet to the POINT OF BEGINNING; thence 48°09'08" to the right in a Westerly direction a distance of 108.09 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 178.09 feet to a point; thence 86°19'47" to the right in a Northeasterly direction a distance of 20.51 feet to a point; thence 87°40'14" to the right in a Southeasterly direction a distance of 3.93 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 54.17 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 1.72 feet to a point; thence 92°19'45" to the right in a Northeasterly direction a distance of 33.00 feet to a point; thence 93°40'13" to the right in a Southeasterly direction a distance of 196.28 feet to the POINT OF BEGINNING.

Containing 19,969.02 square feet or 0.46 acre.

PARKING DECK PARCEL

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°24'35" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1664.71 feet to the POINT OF BEGINNING; thence 40°56'17" to the right in a Southeasterly direction a distance of 62.71 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 305.88 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 130.87 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 72.71 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 369.08 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 204.08 feet to the POINT OF BEGINNING.

Containing 75,103.90 square feet or 1.72 acres.

TRAINING CENTER PARCEL

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 155°39'58" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 2188.68 feet to the POINT OF BEGINNING; thence 46°11'49" to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.76 feet to a point; thence 63°45' to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence 63°45' to the left in a Southwesterly direction a distance of 13.76 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 133.04 feet to a point on a curve to the left having a radius of 49.00 feet and a central angle of 54°14'49"; thence 64°37'25" to the right (angle measured to tangent) along said curve in a Southeasterly direction a distance of 46.39 feet to a point; thence 64°37'24" to the right (angle measured to tangent) in a Southwesterly direction a distance of 163.04 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 133.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 11.21 feet to a point; thence 63°45' to the left in a Northeasterly direction a distance of 59.17 feet to a point; thence 26°14'59" to the right in a Northeasterly direction a distance of 21.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 56.79 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 76.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 68.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 39.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 25.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 64.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 25.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 39.00 feet to the POINT OF BEGINNING.

Containing 65,511.36 square feet or 1.50 acres.

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