

"FILED AS ADDITIONAL SECURITY FOR
MORTGAGE OF EVEN DATE HERewith"

ASSIGNMENT OF LEASES AND RENTS

Dated June 1, 1994

COLUMN FINANCIAL, INC.,
a Delaware corporation, Assignee

AND

SUN RIVERCHASE, LIMITED PARTNERSHIP,
a California limited partnership, Assignor

LOCATION OF PROPERTY:

City: Hoover
County: Shelby
State: Alabama

Prepared by:
Record and Return To:
Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
Attention: Robert F. McDonough, Esq.

Inst # 1994-17865

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS made as of the first day of June, 1994, by SUN RIVERCHASE, LIMITED PARTNERSHIP, a California limited partnership having an address c/o SunAmerica Inc., One SunAmerica Center, Los Angeles, California 90067-6022, Attention: Mr. Alan Nussenblatt ("Assignor") to COLUMN FINANCIAL, INC., a Delaware corporation having an office at 3414 Peachtree Road, N.E., Suite 1140, Atlanta, Georgia 30326-1113 ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignee is making, simultaneously with the execution and delivery hereof, a loan to Assignor in the principal amount of EIGHTY ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND DOLLARS (\$81,445,000), (the "Loan");

WHEREAS, the Loan is evidenced by a mortgage note (the "Note") of even date herewith in the amount of EIGHTY ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND DOLLARS (\$81,445,000), and secured by, among other things, a mortgage and security agreement (the "Mortgage") from Assignor to Assignee covering, among other things, all Assignor's right, title and interest under, and the leasehold estate (the "Leasehold Estate") created by, that certain Ground Lease (the "Ground Lease") dated the date hereof between AmSouth Riverchase, Inc., as lessor, and Assignor, as lessee, a memorandum of which Ground Lease is recorded in the real property records of Shelby County, Alabama as Instrument No. 1994-17861, covering that certain parcel of land more particularly described on Schedule A attached hereto (the "Land"), upon which certain improvements are now or shall be hereafter constructed (the "Improvements"; the Leasehold Estate, the Ground Lease and the Improvements are hereinafter collectively referred to as the "Property"). (The Note, the Mortgage, this Assignment, the Security Agreement from Assignor to Assignee, the Assignment of Contracts made by Assignor to Assignee and any other agreement, instrument, certificate, affidavit or document now or hereafter evidencing and/or securing the Loan or executed and/or delivered in connection therewith are hereinafter collectively referred to as the "Loan Documents" and the Loan and all other amounts payable pursuant to the Loan Documents are hereinafter collectively referred to as the "Indebtedness");

WHEREAS, the Property is subject to that certain sublease of even date herewith (the "AmSouth Lease") between Assignor, as landlord, and AmSouth Bank N.A. ("AmSouth"), as tenant, a memorandum of which lease is recorded in the real property records of Shelby County, Alabama as Instrument No. 1994-17862;

NOW, THEREFORE, Assignor, in order to secure payment of the Indebtedness, hereby grants, transfers, sets over and assigns to Assignee its entire interest in and to the AmSouth Lease and all other, if any, present and future leases, subleases and other agreements now or hereafter affecting the use, enjoyment or occupancy of all or any part of the Property (such leases, subleases and other agreements are hereinafter collectively referred to as "Other Leases"), TOGETHER WITH Assignor's entire interest in all modifications, extensions or renewals of the AmSouth Lease and the Other Leases, TOGETHER WITH Assignor's entire interest in that certain Lease Guaranty dated the date hereof (the "Lease Guaranty") made by AmSouth Bancorporation ("Lease Guarantor") in favor of Assignor, TOGETHER WITH Assignor's entire interest in all present and future guaranties of the Other Leases (the "Other Lease Guaranties"), TOGETHER WITH Assignor's entire interest in all rents, sums, income, revenues, accounts receivable, room rents, issues, profits, and all other amounts arising out of or in connection with the Property under the AmSouth Lease payable, in each case, to Assignor, including, without limitation, all basic rent, renewal rent and additional rent payable to Assignor under the AmSouth Lease, including, without limitation, any insurance proceeds or condemnation award payable to Assignor pursuant to Article XIII of the AmSouth Lease or to the "Depository" under Section 13.04 of the AmSouth Lease, any purchase price payable pursuant to Section 13.02, Section 15.01 or Section 19.02 of the AmSouth Lease and any payments that become due pursuant to Section 9.01, Article X, Section 18.01 or Section 19.02 of the AmSouth Lease, whether as rents or otherwise, but excluding the "Security Deposit" made by AmSouth under Section 4.04 of the AmSouth Lease, and the first payment of basic rent thereunder made on the date hereof (collectively, but excluding the Security Deposit and said first payment of basic rent, the "Rents"), TOGETHER WITH (i) the right to receive, collect and acquit for all Rents (ii) the right to accept or reject any offer by AmSouth under the AmSouth Lease to purchase Assignor's interest in the Property, or any part thereof, (iii) the right and power (which right and power are coupled with an interest) to execute and deliver, as agent and attorney-in-fact of Assignor, an appropriate assignment, deed, bill of sale or other instrument necessary to convey Assignor's interest in the Property or any part thereof, if AmSouth becomes obligated or entitled to purchase the Assignor's interest in the Property, or any part thereof, (iv) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to the rights granted under clause (ii) above and with respect to any purchase and conveyance referred to in clause (iii) above, (v) the right to give or execute all notices, demands, requests, elections, consents, agreements and other instruments under the AmSouth Lease, any Other Lease, the Lease Guaranty and any Other Lease Guaranty, including, without limitation, any notice of default under Section 19.01 of the AmSouth Lease, any termination notice or election of remedies under Section 19.02 thereof, any consent to alteration of the Improvements under Section 12.01 thereof, determination of the

effect of alterations on the Improvements under Section 12.03 thereof, any requests for tenant estoppel certificates pursuant to Section 21.01 thereof, any approval of an engineer, architect or appraiser under Section 13.02 thereof and any dispute of a request by AmSouth for a disbursement from the Depository under Section 13.04 thereof, (vi) the right to take such actions upon the happening of a default under the AmSouth Lease and any Other Lease, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity, the cure or waiving of any such default and the termination of the AmSouth Lease and any Other Lease, as shall be permitted to be taken by Assignor under any provisions of the AmSouth Lease and any Other Lease or by law or in equity, (vii) the right, subject to AmSouth's rights under the Sublease, to appear and participate, in place of Assignor and in the name of Assignor or Assignee, in any condemnation or other eminent domain proceedings or adjustment of insurance claims under Section 13.01 of the AmSouth Lease, (viii) the right to appear and participate, in the place of Assignor and in the name of Assignor or Assignee, in any proceedings under the United States Bankruptcy Code (11 U.S.C. §101, et seq.), as the same may be amended (the "Bankruptcy Code"), the Federal Deposit Insurance Act (12 U.S.C. § 1821, et seq.) (the "FDI Act"), as the same may be amended, or any other insolvency proceedings with respect to AmSouth or any tenant under any Other Lease, including, without limitation, any right of Assignor to file any claim or cast any vote in any such proceedings, (ix) the right to payment of damages arising from any breach or rejection of the AmSouth Lease or any Other Lease by the tenant thereunder, or by a trustee for any such tenant, under the Bankruptcy Code or the FDI Act and (x) the right to do any and all other things whatsoever which Assignor or any lessor is or may be entitled to do under the AmSouth Lease or any Other Lease.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, except after the occurrence and during the continuance of an Event of Default (as defined in the Mortgage), Assignee shall not exercise any of the rights assigned by Assignor herein without the prior written consent of Assignor, which consent will not be unreasonably withheld or delayed, except that Assignee may, without the consent of Assignor, receive, collect and acquit for all Rents and send any notice of default under Section 19.01 of the AmSouth Lease.

THIS ASSIGNMENT is a present, absolute, direct, irrevocable and unconditional assignment and transfer of all Assignor's right, title and interest in and to the AmSouth Lease, any Other Lease, the Lease Guaranty, any Other Lease Guaranty and the Rents made in consideration of the Loan by Assignee to Assignor and shall not be conditioned upon the occurrence of any default hereunder or under the Mortgage.

In connection with and as part of the foregoing assignment, Assignor hereby makes the following grants, covenants, agreements, representations and warranties:

1. Assignor hereby irrevocably and unconditionally designates Assignee to receive (i) all the Rents payable to Assignor under the AmSouth Lease and under any Other Lease, including, without limitation, any amount payable by AmSouth to Assignor pursuant to Section 4.01, Section 4.02, Section 4.03, Section 9.01, Article X, Article XIII, Section 18.01 or Section 19.02 of the AmSouth Lease or by Lease Guarantor to Assignor pursuant to the Lease Guaranty (ii) any purchase price for all or any part of Assignor's interest in the Property payable under the AmSouth Lease or any other Lease (iii) all insurance proceeds payable to Assignor or the Depository, condemnation awards payable to Assignor, and all other sums payable to Assignor, as lessor, pursuant to the AmSouth Lease or any Other Lease, (iv) duplicate original copies of all notices, undertakings, demands, statements, documents and other communications which any tenant under the AmSouth Lease or any Other Lease is required or permitted to give, make, deliver to or serve upon Assignor, as lessor, pursuant to the AmSouth Lease or any Other Lease. Assignor hereby irrevocably and unconditionally directs AmSouth, Lease Guarantor, all other tenants under the Other Leases and all guarantors under the Other Lease Guaranties to pay and deliver to Assignee from and after the date hereof, at its address set forth in Paragraph 25 hereof or at such other address as Assignee shall designate, all such payments and duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications and no payment or delivery thereof by AmSouth, Lease Guarantor, any other tenant under any Other Lease or any guarantor under any Other Lease Guaranty shall be of any force or effect unless made to Assignee as herein provided and, in the case of notices, undertakings, demands, statements, documents and other communications, also made to Assignor pursuant to the AmSouth Lease, the Lease Guaranty or the applicable Other Lease or Other Lease Guaranty. Assignor shall promptly advise Assignee of any act, omission or occurrence which constitutes a default under the AmSouth Lease or any Other Lease. Assignor hereby irrevocably and unconditionally constitutes and appoints Assignee the true and lawful attorney of Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all Rents due or to become due under the Leases, with full power to (i) settle, adjust or compromise any claim thereunder as fully as Assignor could do, and (ii) endorse the name of Assignor on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such Rents and the security intended to be afforded hereby. Assignor shall immediately pay over to Assignee

any sums received by Assignor on account of the Rents, except for sums released to Assignor or Assignor's designee pursuant to Paragraph 7 hereof.

2. Assignor agrees that the assignment hereunder of the AmSouth Lease, the Other Leases, the Rents, the Lease Guaranty and Other Lease Guaranties and the designation and direction to AmSouth hereunder and to any other tenant under the Other Leases as hereinabove set forth are irrevocable and that it will not take any action as lessor under the AmSouth Lease and the Other Leases or otherwise which is inconsistent with the terms of this Assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void.

3. Assignee acknowledges that the AmSouth Lease is and shall be superior to the Mortgage. All Other Leases to which Assignor is a party executed after the date hereof shall provide that they are subordinate to the Mortgage and that the lessee attorns to Assignee, at the option of Assignee; provided, however, that at Assignee's option, the Mortgage shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards or compensation resulting from damage to the Property or condemnation or exercise of power of eminent domain), to any and all such Other Leases of all or any part of the Property and Assignor shall, upon request by Assignee, execute and deliver to Assignee and shall use reasonable efforts to cause to be executed and delivered to Assignee from each tenant under any such Other Lease any instrument or agreement as Assignee may deem necessary to make such Other Lease superior to the Mortgage.

4. Assignor shall not, without the prior written consent of Assignee, (i) lease all or any part of the Property, other than pursuant to the AmSouth Lease, (ii) cancel, terminate, abridge or otherwise modify the terms of the AmSouth Lease or any Other Lease or accept a surrender thereof, (iii) consent to any assignment of or subletting under the AmSouth Lease or any Other Lease not in accordance with its terms, (iv) cancel, terminate, abridge or otherwise modify the Lease Guaranty or any Other Lease Guaranty or the terms thereof, or (v) further assign the whole or any part of the AmSouth Lease or any Other Lease or the Rents, except pursuant to the Subordinate Mortgage (as defined in the Mortgage).

5. With respect to the AmSouth Lease, any Other Lease, the Lease Guaranty or any Other Lease Guaranty, Assignor shall (i) fulfill or perform each and every provision thereof on its part to be fulfilled or performed, (ii) promptly send copies to Assignee of all notices of default which Assignor shall send or receive thereunder, and (iii) enforce against the other party thereto all of the terms, covenants and conditions contained therein, short of termination thereof.

6. Subject to the rights of AmSouth under the AmSouth Lease and of tenants under Other Leases, Assignee shall have the right to enter the Property for the purpose of enforcing its interest in the AmSouth Lease and the Other Leases and the Rents, this Assignment constituting a present, direct, absolute grant thereof. Notwithstanding the above, Assignor shall remain obligated under the AmSouth Lease and the Other Leases to perform all the obligations to be performed by the landlord thereunder, all in accordance with and pursuant to the terms and provisions of the AmSouth Lease and the Other Leases, and Assignee shall have no obligation or liability under the AmSouth Lease and the Other Leases by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to perform or fulfill any of the obligations of Assignor under or pursuant to the AmSouth Lease or the Other Leases, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

7. (a) Any and all Rents received by Assignee pursuant to the terms of this Assignment shall be deposited in a separate segregated trust account (the "Clearing Account") maintained by Assignee, in the name of Assignee, with a depository institution in the State of New York designated by Assignee (all such deposits, together with all interest accrued thereon, are collectively referred to herein as "Clearing Account Deposits"), and shall be held and otherwise maintained by Assignee in accordance with the terms and conditions set forth herein (the Clearing Account Deposits and the Clearing Account are hereinafter collectively referred to as the "Collateral"). Assignor hereby grants Assignee a first priority perfected security interest in the Collateral.

(b) Assignee shall withdraw all or part of the Clearing Account Deposits from the Clearing Account from time to time to pay, in such order and proportion as Assignee in its sole discretion shall determine, all amounts then due and payable under the terms of the Note, the Mortgage and the other Loan Documents, whether on account of acceleration or otherwise, including, without limitation, regularly scheduled installments of principal and interest under the Note, interest at the Default Rate (as defined in the Note), Late Charges (as defined in the Note), Prepayment Fees (as defined in the Note), trustee's fees and expenses, attorneys' fees and expenses and any amounts that Assignee may be entitled to retain and apply to the Indebtedness pursuant to the Mortgage or the other Loan Documents on account of insurance proceeds, condemnation awards or purchase prices paid with respect to the acquisition of Assignor's interest in the Property. Notwithstanding the foregoing, with respect to the first three Semi-Annual Due Dates (as defined in the Note), Assignee shall first apply the scheduled amounts of the Cash Collateral (as defined in the Mortgage) to the Indebtedness

before applying any amounts deposited in the Clearing Account hereunder. Funds received by Assignee hereunder shall be deemed paid to Assignee for all purposes under the Loan Documents on the date of such receipt, regardless of the date deposited into or withdrawn from the Clearing Account.

(c) Provided no Event of Default shall have occurred and be continuing, and subject to the provisions of subparagraphs (e), (f), (g) and (h) below, on the fifth (5th) day after the later to occur of each Semi-Annual Due Date (i.e., June 1, and December 1, of each year) or the date on which the installment of Rent corresponding to such Semi-Annual Due Date is received by Assignee, to the extent that there are sums in the Clearing Account in excess of the amounts Assignee is entitled to withdraw under the preceding subparagraph (b), such excess, if any, shall be released to Assignor or Assignor's designee (the "Excess Payments") and upon such release, the Excess Payments shall be free of any lien securing the Indebtedness.

(d) Upon the occurrence and during the continuance of an Event of Default, (i) Assignor's rights in and to any undistributed Excess Payments shall terminate and Assignee shall have no obligation to release any of the Collateral, including, without limitation, any Excess Payments, to Assignor or Assignor's designee, and (ii) Assignee may, at Assignee's option, subject to the rights of AmSouth under the AmSouth Lease, withdraw all or any portions of the Collateral (including, without limitation, Excess Payments) and apply the Collateral and Excess Payments toward payment of (A) the Indebtedness in such order and proportion as Assignee in its sole discretion shall determine, any law, custom or use to the contrary notwithstanding, (B) all expenses of managing and securing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without limitation, (x) all taxes, charges, claims, assessments, water charges, sewer rents and any other liens affecting the Property or any portion thereof, (y) premiums for all insurance which Assignee may deem necessary or desirable and (z) the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property, and/or (C) all costs and attorneys' fees. In addition to the rights and remedies of Assignee listed in this paragraph, Assignee shall have all of the rights and remedies available to it under the Uniform Commercial Code of Alabama and any other applicable laws. Nothing in this Paragraph shall be deemed to (i) be a waiver by Assignee of any of its rights or remedies under the Note, the Mortgage, this Assignment or the other Loan Documents upon a default by Assignor thereunder, or (ii) diminish or discharge, in any respect, any obligation of Assignor under the Note, the Mortgage or any other Loan Documents.

(e) Notwithstanding anything to the contrary contained herein, but subject to subparagraph (f) below, upon receipt of any casualty insurance proceeds (including, without limitation, amounts received on account of self-insurance by AmSouth) or condemnation awards hereunder Assignee shall (i) if, pursuant to Article XIII of the AmSouth Lease, such proceeds or awards are required to be deposited with the Depository (as defined in the AmSouth Lease), Assignee shall (x) serve as such Depository or (y) appoint another entity, qualified under the AmSouth Lease, to serve as such Depository (provided such entity shall agree to serve as such Depository in accordance with this Assignment and the Sublease for the benefit of AmSouth, Assignor and Assignee) and, to the extent required under the AmSouth Lease, promptly pay such insurance proceeds or condemnation awards over to said Depository, or (ii) if such proceeds are not required to be deposited with the Depository, pursuant to the AmSouth Lease hold such proceeds or awards which proceeds or awards shall, in either case (i) or (ii) above, be held and disbursed as provided in the AmSouth Lease (including, without limitation, payment of the Net Award (as defined in the Mortgage) to AmSouth in connection with a purchase of Assignor's interest in the Property pursuant to Section 13.02 of the AmSouth Lease). Assignee shall (I) pay, or shall permit the Depository to pay, over to AmSouth any casualty insurance proceeds remaining after restoration, repair, replacement or rebuilding of the Property, pursuant to Section 13.04(b)(i) of the AmSouth Lease and (II) apply any condemnation award remaining after restoration, repair, replacement or rebuilding of the Property to prepayment of the principal balance of the Note pursuant to Paragraph 5(f) of the Note.

(f) Notwithstanding anything to the contrary contained herein, if Assignee shall receive and deposit in the Clearing Account any payments made by AmSouth on account of indemnity obligations under the AmSouth Lease or proceeds of, or payments in lieu of, any liability insurance required to be maintained under the AmSouth Lease, Assignee shall be entitled to withdraw such amounts from the Clearing Account and apply the same pursuant to subparagraph (b) only to the extent that Assignee is entitled to indemnification under the AmSouth Lease, as assigned hereby, or otherwise under the Loan Documents, with respect to the event to which such indemnification payment or liability insurance proceeds relate, and any remaining portion of such payment or proceeds shall be paid over to Assignor promptly as Excess Payments.

(g) If AmSouth shall at any time purchase the interest of Assignor in the Property and/or any Net Award pursuant to the Sublease, the purchase price shall be deposited in the Clearing Account and Assignee shall apply such purchase price to the Indebtedness, including any applicable Prepayment Fee, until the Indebtedness shall be paid in full, and Assignee shall thereupon pay over any remaining portion of such purchase price to Assignor.

(h) Upon termination of this Assignment as provided in Paragraph 17, Assignee shall pay over to Assignor, or as Assignor shall direct, any funds then on deposit in the Clearing Account.

8. (a) In any proceeding under the FDI Act or the Bankruptcy Code against AmSouth or any tenant under any Other Lease, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, including, without limitation, any process or proceeding relating to the rejection of the AmSouth Lease or any Other Lease by the tenant thereunder or any trustee, receiver or conservator for such tenant, including, without limitation, the right to file and prosecute, to the exclusion of Assignor (if an Event of Default shall have occurred and be continuing), any proofs of claim, complaints, motions, applications, notices, administrative or court proceedings, responses to motions, administrative matters or court orders and other documents, in any case in respect of any tenant under the AmSouth Lease and any Other Lease under the FDI Act or the Bankruptcy Code. Any amounts received by Assignee as damages arising out of rejection of the AmSouth Lease and any Other Lease as aforesaid shall be applied first to all costs and expenses of Assignee (including, without limitation, attorneys fees and disbursements) incurred in connection with the exercise of any of its rights or remedies under this Paragraph 8 and then in accordance with Paragraph 7 of this Assignment.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under the AmSouth Lease or any Other Lease, shall desire to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject said lease. Instead of rejecting said lease, Assignor shall, within thirty (30) days of Assignor's notice to Assignee, assume said lease and assign said lease to Assignee pursuant to Section 365 of the Bankruptcy Code unless Assignee gives Assignor written notice, prior to the expiration of the aforesaid ten (10) day period, that Assignee will not accept such assignment. If Assignee serves such notice that it will not accept such assignment, Assignor may proceed to reject said lease.

9. Subject to the rights of AmSouth under the AmSouth Lease and of tenants under the Other Leases, upon the occurrence and during the continuance of an Event of Default, in addition to the rights and remedies provided elsewhere herein, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Indebtedness, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the Property on such terms and for such period

of time as Assignee may deem proper, with full power to make from time to time all alterations, renovations, repairs or replacements to the Property as may seem proper to Assignee. In addition, upon the occurrence and during the continuance of an Event of Default, Assignor shall pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of the Property or part of the Property as may be occupied by Assignor and upon default in any such payment, Assignor shall vacate and surrender possession of the Property to Assignee or to such receiver, subject to the rights of AmSouth under the AmSouth Lease and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of this Paragraph, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Property. The exercise by Assignee of any option granted it in this Paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, this Assignment or any of the other Loan Documents.

10. Provided that no Event of Default has occurred and is continuing and that Assignor shall not (except with the prior written consent of Assignee, which consent may be granted or withheld in Assignee's sole discretion) amend or modify any Operative Document (as defined in the Mortgage) or waive any right of Assignor or any obligation of any other party thereunder, Assignee will not unreasonably withhold or delay its consent to any action proposed to be taken by Assignor as lessor under the AmSouth Lease provided that in Assignee's judgment, reasonably exercised, such action shall not materially and adversely affect (i) the security provided by this Assignment, (ii) the enforceability of Assignee's rights under this Assignment, (iii) Assignor's rights as lessor under the AmSouth Lease, (iv) the obligations of AmSouth under the AmSouth Lease or (v) the value of the Property. Assignor shall not take any action as lessor under the AmSouth Lease without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, except that (a) notwithstanding anything to the contrary contained in the preceding sentence, the consent of Assignee may (i) be granted, withheld or delayed in Assignee's sole discretion with respect to: (w) approval of any engineer, architect or appraiser under Section 13.02 of the AmSouth Lease; (x) consent to any change order under the Construction Agreement (as defined in the Mortgage) which would result in a decrease, in the aggregate, in the cost of construction of the Improvements of \$2,000,000 or more from the cost set forth in the construction budget certified on behalf of Assignor on the date hereof; (y) adjustment of insurance proceeds with respect to any casualty to the Improvements in excess of \$2,000,000; and (z) adjustment of condemnation proceeds for a taking of the Property that does not constitute a "Termination

Event" under the AmSouth Lease; and (ii) not be unreasonably delayed and shall be granted with respect to approval of any Credit Enhancement Arrangement proposed under the AmSouth Lease, the Lease Guaranty or the AmSouth Guaranty (as defined in the Mortgage) if such Credit Enhancement Arrangement is, in Assignee's sole judgment and discretion, sufficient to establish a putative rating of the AmSouth Lease of at least "BBB" (or equivalent) and (b) provided no Event of Default has occurred and is continuing, Assignor shall have the right to take the following actions without the prior written consent of Assignee: (i) all actions contemplated to be taken by Assignor under the Construction Agreement and the Infrastructure Improvement Agreement (as defined in the Mortgage) (except with respect to change orders described in clause (a)(i)(x) above); (ii) to enforce and collect, subject to the provisions of Paragraph 7(f) hereof, any indemnity amounts which are payable to Assignor under the AmSouth Lease or the Lease Guaranty, and the proceeds of public liability insurance payable to the Assignor; and (iii) to enforce (short of termination thereof) against AmSouth and Guarantor all of the terms, covenants, conditions and obligations in the AmSouth Lease and the Lease Guaranty.

11. Notwithstanding anything to the contrary set forth herein, provided that no Event of Default shall have occurred and be continuing, Assignor shall have the right to (a) accept an offer (a "Rejectable Offer") from AmSouth to purchase Assignor's interest in the Property and the Net Award (as defined in the Mortgage) pursuant to Section 13.02 of the AmSouth Lease, provided that Assignor shall not accept a Rejectable Offer (i) sooner than the sixtieth (60th) day after receipt of notice thereof without the prior written consent of Assignee, which consent shall be granted unless Assignee questions whether such Condemnation or Casualty constitutes a Termination Event or (ii) if Assignee gives notice to Assignor and AmSouth that Assignee has determined that the Condemnation or Casualty (as defined in the Mortgage) did not constitute a "Termination Event" (as defined in the AmSouth Lease), unless such determination is reversed by the determination of an engineer, architect or appraiser accepted by Assignee or appointed by the President of the American Arbitration Association in the State of Alabama pursuant to Section 13.02(a) of the AmSouth Lease and (b) to reject any Rejectable Offer, with the prior written consent of Assignee, which consent shall be granted simultaneously with the payment to Assignee of the Indebtedness in full, including, without limitation, interest and other charges accrued under the Mortgage through the date of such payment.

12. Assignor represents and warrants that (i) there is no presently existing lease except the AmSouth Lease and any sublease thereunder, (ii) Assignor is the sole owner of the entire lessor's interest in the AmSouth Lease and the Lease Guaranty; (ii) the AmSouth Lease and the Lease Guaranty are valid and enforceable and have not been altered, modified or amended in any manner whatsoever; (iii) none of the Rents reserved in the

AmSouth Lease have been assigned or otherwise pledged or hypothecated, except pursuant to the Subordinate Mortgage (as defined in the Mortgage); (iv) none of the Rents have been collected, except for the Security Deposit and the first payment of basic rent under the AmSouth Lease; (v) Assignor is a limited partnership duly organized and validly existing under the laws of the State of California, has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Property; (vi) AmSouth has accepted the premises demised under the AmSouth Lease and has taken possession of the Property on a rent-paying basis; (vii) Assignor is not required to perform any construction or other obligations under the AmSouth Lease, and Assignor does not owe any money to AmSouth except (A) in each case, for Assignor's obligations under that certain Construction Agreement dated the date hereof between Borrower and AmSouth and (B) the Security Deposit; (viii) there exist no offsets, defenses or counterclaims with respect to the payment of any portion of the rents or other sums payable under the AmSouth Lease; (ix) neither Assignor nor, to the best of Assignor's knowledge, AmSouth is in default under or in breach of any of the terms, covenants or provisions of the AmSouth Lease and Assignor knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under or a breach of the AmSouth Lease by Assignor or AmSouth; (x) neither Assignor nor, to Assignor's Actual Knowledge, AmSouth has commenced any action or given or received any notice for the purpose of terminating the AmSouth Lease; and (xi) no action, whether voluntary or otherwise, is pending against Assignor or, to the best of Assignor's knowledge, AmSouth under the bankruptcy laws or similar laws of the United States or any state thereof.

13. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to lease the Property after a default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the gross negligence or willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the AmSouth Lease or any Other Lease by reason of this Assignment or otherwise and Assignor shall indemnify Assignee for, and shall hold Assignee harmless from, any and all liability, loss or damage which may be incurred under the AmSouth Lease or any Other Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever, including, without limitation, the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the AmSouth Lease or any Other Lease. In the event Assignee incurs any such liability, the amount thereof, including, without limitation, costs, expenses and attorneys' fees and disbursements, shall be

secured hereby and by the Mortgage and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby and by the Mortgage immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and conditions of the AmSouth Lease or any Other Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property, including without limitation, the presence of Hazardous Materials (as defined in the Mortgage), resulting in loss or injury or death to any tenant, licensee, employee or stranger.

14. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

15. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies hereunder or under the Note, the Mortgage, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

16. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions herein contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee for any action taken by Assignee after taking possession of the Property after an Event of Default, all such liability being expressly waived and released by Assignor.

17. Upon payment in full of the Indebtedness, this assignment shall automatically terminate, all rights assigned by Assignor to Assignee hereunder shall revert to Assignor and the designation of Assignee to receive Rents and notices under the AmSouth Lease shall be revoked, anything to the contrary contained herein notwithstanding, and Assignee shall deliver to Assignor, at Assignor's expense, such instruments, in form and substance satisfactory to Assignee, if any, as Assignor may reasonably request (and prepare and present to Assignee for

execution) to further evidence such termination. The recording by Assignee of a satisfaction of the Mortgage in the Land Records (as defined in the Mortgage) shall constitute an acknowledgement of the payment in full of the Indebtedness.

18. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note, or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage, or the other Loan Documents. Assignee may resort for the payment of the Indebtedness to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

19. Assignor (i) shall execute any instruments or take any steps required by Assignee in order that notice of the security interest granted and assigned by Assignor to Assignee in the Collateral pursuant to this Assignment shall be given to all appropriate parties and/or as may be required to enable Assignee to enforce its rights under, and obtain the full benefits of, this Assignment, (ii) shall execute, at the request of Assignee, all UCC-1 financing statements under the Uniform Commercial Code and other instruments and documents required by Assignee to perfect the security interest in the Collateral intended to be created pursuant to this Assignment, (iii) authorizes Assignee, to the extent that the Assignee may lawfully do so, to execute and file at any time financing statements under the Uniform Commercial code without the signature of Assignor with respect to any security interest in the Collateral granted to Assignee pursuant to this Assignment and (iv) shall execute, from time to time, upon request of Assignee, all instruments of further assurance and all such supplemental instruments as Assignee may reasonably request to accomplish the intent of this Assignment.

20. Notwithstanding anything to the contrary contained herein, in the Mortgage or in any other Loan Document executed by Assignor in connection with the Loan, any claim based on or in respect of any obligation of Assignor hereunder or under the Note, the Mortgage or any other Loan Document shall be enforced

only against the Mortgaged Property (as defined in the Mortgage) and any other collateral now or hereafter given to secure the Loan including, without limitation, the partnership interests in Assignor (the "Partnership Interests") pledged pursuant to that certain Limited Partnership Interest Pledge Agreement dated the date hereof by SunAmerica Inc. in favor of Assignee and that certain General Partnership Interest Pledge Agreement dated the date hereof by Sun Riverchase, Inc. in favor of Assignee (collectively, the "Pledge Agreements")), and not against any other assets, properties or funds of Assignor; provided however, that the liability of Assignor for loss, costs or damage arising out of the following matters shall not be limited solely to the Mortgaged Property and such other collateral now or hereafter given to secure the Loan but shall include all of the assets, properties and funds of Assignor: (a) any failure to pay over to Assignee any Rents (including, without limitation, insurance proceeds and condemnation awards) received by Assignor other than payments received by Assignor pursuant to Paragraph 7; (b) any indemnity obligation of Assignor under any of the Loan Documents; (c) a fraudulent conveyance or a fraudulent transfer of the Mortgaged Property or any part thereof or any other properties or assets of Assignor; or (d) any fraud or willful or intentional misrepresentation by Assignor in connection with (i) Assignor's application, negotiation, documentation, or administration of the Loan; (ii) Assignor's performance or fulfillment of any of Assignee's conditions to or requirements in advancing the Indebtedness or otherwise with respect to Assignor's inducements to Assignee to advance such Indebtedness; (iii) the execution and delivery of any of the Loan Documents; (iv) the making of any representations or warranties; or (v) Assignor's performance of any of its obligations under the Loan Documents. Nothing herein shall be deemed (w) to be a waiver of any right which Assignee may have under any bankruptcy law of the United States or the State of Alabama to file a claim for the full amount of the Loan or to require that all of the collateral securing the Loan shall continue to secure all of the Indebtedness; (x) to impair the validity of the Indebtedness; (y) to impair the right of Assignee as mortgagee or secured party to commence an action to foreclose any lien or security interest; or (z) to modify, diminish or discharge the liability of any guarantor under any guaranty. Nothing herein shall be deemed to be a waiver of any right which Assignee may have under Section 506(a), 506(b), 1111(b) or any other provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the Indebtedness or to require that all collateral shall continue to secure all of the Indebtedness. In no event shall any claim based on or in respect of any obligation of Assignor under the Note, the Mortgage this Assignment of Leases and Rents or any other Loan Document be brought against any partner, officer, director or shareholder of Assignor or of any partner of Assignor or be enforced against the assets, properties or funds of any partner, officer, director or shareholder of Assignor or of any partner of Assignor, except for the Partnership Interests to the extent permitted under the Pledge Agreement.

21. If any term, covenant, or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

22. The execution of this Assignment, the collection of Rents and the enforcement and performance of any other rights or powers granted or assigned to Assignee hereunder, is not intended to be, and shall not be construed to be, the formation of a partnership or joint venture between Assignor and Assignee. Assignee is not an agent of Assignor, and Assignee shall have no duty to account for the Rents collected hereunder nor any other fiduciary obligations to Assignor.

23. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall prevail.

24. THIS ASSIGNMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. EACH ASSIGNOR AND EACH ENDORSER HEREBY SUBMIT TO PERSONAL JURISDICTION IN SAID STATE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID STATE (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF SUCH ENTITY'S OBLIGATIONS HEREUNDER AND UNDER THE MORTGAGE, THE NOTE, AND THE OTHER LOAN DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF ANY ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF SUCH ENTITY. ASSIGNOR AND EACH ENDORSOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT, PROCEEDING OR LITIGATION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, AND/OR ANY OF THE OTHER LOAN DOCUMENTS, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT, PROCEEDING OR LITIGATION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, AND/OR ANY OF THE OTHER LOAN DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT, PROCEEDING OR LITIGATION IS BROUGHT IN AN INCONVENIENT FORUM OR (C) THAT THE VENUE OF THE ACTION, SUIT, PROCEEDING OR LITIGATION IS IMPROPER.

25. Except as otherwise specified herein, any notice or other communication under this Assignment shall be effective and valid only if in writing, referring to this Assignment, signed by the party giving such notice, and delivered either (a) personally to such other party, (b) by nationally recognized overnight courier delivery service (c) by certified mail of the United States Postal Service, postage prepaid, return receipt requested, or (d) by telecopier, with a confirmatory copy delivered by one of the other methods set forth above, addressed to the other party as follows (or to such other address or person

as either party or person entitled to notice may by notice to the other party specify):

To Assignee:

Column Financial, Inc.
3414 Peachtree Road, N.E.
Suite 1140
Atlanta, Georgia 30326-1113
Attention: Director of Finance
Telecopier: (404) 239-0419

with a copy concurrently to:

Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
Attention: W. Christopher White, Esq.
Telecopier: (212) 504-6666

To Assignor:

Sun Riverchase, Limited Partnership
c/o SunAmerica Inc.
One SunAmerica Center
Los Angeles, California 90067-6022
Attention: Mr. Alan Nussenblatt
Telecopier: (310) 772-6584

With a copy concurrently to:

U.S. Realty Advisors
1370 Avenue of the Americas
New York, New York 10019
Attention: Mr. David M. Ledy
Telecopier: (212) 581-4540

with a copy concurrently to:

Brownstein, Hyatt, Farber
& Strickland, P.C.
410 Seventeenth Street, 22nd Floor
Denver, Colorado 80202
Attention: Wayne H. Hykan, Esq.
Telecopier: (303) 623-1956

Unless otherwise specified, notices shall be deemed given upon receipt or refusal to accept, provided, with respect to telecopier notices, sender shall have received automatic confirmation.

26. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee, its successors, and any subsequent holder(s) or assignee(s) of the Note and shall be binding upon Assignor, its successors and permitted assigns and any subsequent owner (whether of a fee interest or leasehold interest or otherwise) of the Property.

27. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

28. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment shall be used interchangeably in singular or plural form and the word "Assignor" shall mean "Assignor and/or any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Assignee" shall mean "Assignee or any subsequent holder or holders of the Note," the word "Note" shall mean "the Note or any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, the words "Property" shall include any portion of the Property or interest therein; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

SUN RIVERCHASE, LIMITED
PARTNERSHIP,
a California limited partnership

By Sun Riverchase, Inc.,
a California corporation,
as General Partner

By: Will M. Petak
Name: WILLIAM M. PETAK
Title: VICE PRESIDENT

STATE OF California)
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Defak, whose name as Vice President of Sun Riverchase, Inc., a corporation, as general partner of Sun Riverchase, Limited Partnership, a general partnership, is signed to the foregoing Assignment of Leases & Rents, 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.

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

Catherine M. Nuslein
NOTARY PUBLIC



MY COMMISSION EXPIRES: Aug 5 1994

Schedule A

NORTH BUILDING TRACT

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 TRACT

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 BUILDING TRACT

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 TRACT

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 TRACT

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.

TOGETHER WITH, all Buildings, structures and other improvements lying within the perimetrical boundaries of the descriptions: North Building Tract; South Building Tract; Pedestrian Bridge Building Tract; the Training Center Tract and Parking Deck Tract (collectively, the "Building Tracts").

TOGETHER WITH, perpetual, non-exclusive access and use easements, on and over the site development; use of the parking facilities and parking decks and through all common areas for purpose of ingress and egress to the Building Tracts, all as created by that certain Declaration and Grant of Covenants, Easements and Restrictions, dated June 1, 1994 by AmSouth Riverchase, Inc., recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1994-17865

06/03/1994-17865
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
026 MCD 72.00