

GROUND LEASE

dated as of June 1, 1994

between

AMSOUTH RIVERCHASE, INC.,
an Alabama corporation,
having an address at
1900 5th Avenue North
Birmingham, Alabama 35203
Attention: Properties Department,
as Ground Lessor

and

AMSOUTH BANK N.A.,
a national banking association,
having an address at
1900 5th Avenue North
Birmingham, Alabama 35203

PROPERTY:

AmSouth Riverchase Project
Hoover, Alabama

Inst # 1994-17874

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SHELBY COUNTY JUDGE OF PROBATE
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GROUND LEASE

THIS GROUND LEASE, dated as of June 1, 1994 (this "Ground Lease"), is 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 **AMSOUTH BANK N.A.**, a national banking association (the "Ground Lessee"), having an address at 1900 5th Avenue North, Birmingham, Alabama 35203.

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context shall otherwise require, the capitalized terms used herein shall have the respective meanings assigned thereto in Appendix A for the purposes hereof.

ARTICLE II

GROUND LEASE LAND AND IMPROVEMENTS

SECTION 2.01. Lease of Premises.

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 hereinafter set forth, for the Term of this Ground Lease, that certain real property described in Schedule A (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 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 (the Ground Lease Land together with such rights collectively called the "Property").

SECTION 2.02. Title to Ground Lease Land. The Ground Lease Land is leased to the Ground Lessee in its present condition without representation or warranty by the Ground Lessor and subject to the existing state of title, to all Applicable Laws and Regulations now or hereafter in effect and to Permitted Liens. The

Ground Lessee has examined the Ground Lease Land and title thereto and has found all of the same satisfactory for all purposes. Nothing contained in this Section 2.02 shall invalidate, release, waive or otherwise impair any of the indemnities of the Ground Lessor set forth in Section 8.01.

ARTICLE III

GROUND LEASE TERM

SECTION 3.01. Initial Ground Lease Term. The term of this Ground Lease (the "Initial Ground Lease Term") shall commence on June 1, 1994 and shall expire on December 15, 2015.

SECTION 3.02. Ground Lease Renewal Terms.

(a) So long as no Ground Lease Default shall have occurred and be continuing, the Ground Lessee may elect to extend the Initial Ground Lease Term for five (5) additional consecutive periods of ten (10) years each, each such additional period beginning and ending on the respective dates set forth on Schedule B (collectively, the "Ground Lease Renewal Terms"). Each 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. The Initial Ground Lease Term and any exercised Ground Lease Renewal Terms are hereinafter referred to as the "Term of this Ground Lease".

(b) The Appraisal Procedure shall be used to determine the Ground Lease Rent that will apply to each Ground Lease Renewal Term, if exercised. Not less than eighteen (18) months prior to the expiration of the Initial Ground Lease Term or the then current Ground Lease Renewal Term, as the case may be, the Ground Lessee may, but shall not be required to, notify the Ground Lessor of its interest in electing a Ground Lease Renewal Term. If such notification is given, the Appraisal Procedure shall be initiated on or about the date which is eighteen (18) months prior to the expiration of the Initial Ground Lease Term or the then current Ground Lease Renewal Term, as the case may be, for purposes of determining the Ground Lease Rent that would apply to the next applicable Ground Lease Renewal Term, if exercised. Any such notice of interest shall not constitute an election to extend the Term of this Ground Lease. Failure of the Ground Lessee to so notify the Ground Lessor of its interest in electing a Ground Lease Renewal Term pursuant to this clause (b) shall not affect the right of the Ground Lessee to elect such Ground Lease Renewal Term pursuant to the preceding clause (a), but in such event, the applicable Ground Lease Rent shall be determined after the Ground Lease Renewal Term has been elected by the Ground Lessee but prior to the commencement of such Ground Lease Renewal Term.

(c) Each notice of election to extend given in accordance with the provisions of Section 3.02(a) shall automatically extend the Term of this Ground Lease for the Ground Lease Renewal Term selected, without further writing, provided, however, either party, upon request of the other, shall execute and acknowledge, in form suitable for recording, an instrument confirming any such extension. Time shall be of the essence with the respect to the giving of notice by the Ground Lessee to extend the Term of this Ground Lease. The Ground Lessee shall not have any right to extend the Term of this Ground Lease except as provided in this Section 3.02. The Ground Lessee shall not have the right to extend the Term of this Ground Lease for any Ground Lease Renewal Term unless the Ground Lessee shall have extended the Term of this Ground Lease for the preceding Ground Lease Renewal Term, if any.

ARTICLE IV

GROUND LEASE RENT

SECTION 4.01. Ground Lease Rent.

(a) The Ground Lessee shall pay to the Ground Lessor rent ("Ground Lease Rent") with respect to the Ground Lease Land as follows:

(i) During the Initial Ground Lease Term, the amount of One Thousand and no/100 Dollars (\$1,000) per annum together with the assumption of those certain obligations described in Section 5.01; and

(ii) In respect of any Ground Lease Renewal Term, the amount per annum equal to the Fair Market Rental Value of the Ground Lease Land (as encumbered by the Improvements) as of the commencement of such Ground Lease Renewal Term, determined in accordance with the Appraisal Procedure.

Such Ground Lease Rent shall be payable by the Ground Lessee semi-annually in advance on the dates set forth in Schedule B. Each of the dates on which the Ground Lease Rent is payable is herein referred to as a "Ground Rent Payment Date".

(b) The Ground Lessee shall pay to the Ground Lessor all Ground Lease Rent by wire transfer of federal funds or collected funds immediately available to the Ground Lessor on the dates when such rent is due, at the Ground Lessor's address set forth above, or at such other address or to such account in the continental United States as the Ground Lessor shall specify by notice to the Ground Lessee not less than fifteen (15) Business Days prior to the applicable Ground Rent Payment Date. If any Ground Rent Payment Date falls on a day which is not a Business Day, the Ground Lease Rent shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such Business Day.

SECTION 4.02. Additional Rent. All amounts which the Ground Lessee is required to pay pursuant to this Ground Lease (other than Ground Lease Rent), together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof, shall constitute additional rent. If the Ground Lessee shall fail to pay any such additional rent when the same shall become due, the Ground Lessor shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Ground Lease Rent and shall, except as expressly provided herein, have the right to pay the same on behalf of the Ground Lessee. The Ground Lessee shall pay to the Ground Lessor interest at the Overdue Rate on all overdue Ground Lease Rent and additional rent from the due date thereof until paid. The Ground Lessee shall perform all its obligations under this Ground Lease at its sole cost and expense, and shall pay all Ground Lease Rent and additional rent when due, without notice or demand.

SECTION 4.03. Late Charges. If the Ground Lessee shall fail to make any payment of Ground Lease Rent or additional rent payable to the Ground Lessor pursuant to this Article IV on or before the ten (10th) day immediately following the due date of such Ground Lease Rent or additional rent, a late charge equal to three percent (3.0%) of the overdue Ground Lease Rent or additional rent shall be deemed immediately assessed and shall be immediately due and payable by the Ground Lessee to the Ground Lessor. Such late charges shall automatically become due to the Ground Lessor without notice. Such late charges shall be in addition to all other rights and remedies available to the Ground Lessor upon the occurrence of a Ground Lease Default.

ARTICLE V

USE; QUIET ENJOYMENT; INSPECTION

SECTION 5.01. Construction of Infrastructure; Designation of Ground Lessee. Under the terms of the Declaration, the Ground Lessor, as the fee owner of the Ground Lease Land, is responsible for providing and maintaining access, landscape, utility and other easements included in the Common Facilities created for the benefit of the Park, as such terms are defined therein. The Ground Lessor hereby designates the Ground Lessee as the Company, as defined in the Declaration, and the Ground Lessee, for the Term of this Ground Lease, hereby accepts this designation and hereby assumes all obligations of the Ground Lessor under the Declaration including, without limitation, the duties to provide and maintain the Common Facilities.

SECTION 5.02. Use. The Ground Lessee shall only use the Ground Lease Land for office, administrative and conference purposes, for training and other uses incidental thereto, including without limitation, providing and maintaining the Infrastructure.

SECTION 5.03. Quiet Enjoyment. The Ground Lessor covenants that neither the Ground Lessor nor anyone claiming by, through or under the Ground Lessor (except for Persons claiming by, through or under the Ground Lessee) nor anyone claiming by, through or under any predecessor of the Ground Lessor in title to the Ground Lease Land shall interfere with the Ground Lessee's quiet enjoyment of the Ground Lease Land during the Term of this Ground Lease.

SECTION 5.04. Inspection. Notwithstanding the provisions of Section 5.03, the Ground Lessor, prospective purchasers and mortgagees, and their respective agents may enter upon and inspect the Ground Lease Land (a) at any reasonable time during normal business hours, upon the giving of reasonable notice, if they take precautions not to unreasonably inconvenience the Ground Lessee or any persons occupying the Ground Lease Land in accordance with this Ground Lease or unreasonably interfere with the business operations of the Ground Lessee or any persons occupying the Ground Lease Land and are accompanied by an employee or other representative of the Ground Lessee, or of such other person occupying the Ground Lease Land, at all times during such entry and inspection, or (b) at any time in the event of an emergency.

ARTICLE VI

NET LEASE; NONTERMINABILITY

SECTION 6.01. Net Lease. This Ground Lease is a "net lease" and, any present or future law to the contrary notwithstanding, the Ground Lessee shall not be entitled to any abatement or reduction (except as provided in Section 9.01(c)), set-off (except as provided in the second succeeding sentence), counterclaim, defense or deduction with respect to any Ground Lease Rent, additional rent or other sum payable hereunder or obligations of the Ground Lessee hereunder. Moreover, as long as the Lease is in effect, this Ground Lease shall not terminate except as expressly provided in Sections 9.01(b) and 9.02. The Ground Lessee shall have the right, upon notice to the Ground Lessor setting forth the basis thereof, whether or not the Lease is then in effect, to set-off or credit against its obligations hereunder any amounts paid to third parties, damages, costs or expenses suffered or incurred by the Ground Lessee as the result of a Lease Event of Default.

SECTION 6.02. Possession of the Ground Lease Land. The parties agree that the Ground Lessee is in possession of the Ground Lease Land notwithstanding the fact that the Ground Lessee may immediately sublease the Ground Lease Land and lease the Improvements to a third party and that the requirement of Section 365(h) of the Bankruptcy Code is satisfied. Accordingly, the right of the Ground Lessee to remain in possession of the leasehold under this Ground Lease shall continue notwithstanding any actions by the Ground Lessor or a trustee for the Ground Lessor in a bankruptcy proceeding involving the Ground Lessor. This provision, while

included in this Ground Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Ground Lease. The provisions of this Section 6.02 are for the benefit of the Ground Lessee and its assigns, including, without limitation, any mortgagee of the Ground Lessee.

ARTICLE VII

RIGHTS AND OBLIGATIONS

SECTION 7.01. Taxes and Other Charges.

(a) The Ground Lessee shall pay and discharge, not later than the last day upon which the same may be paid without interest or penalty, all taxes (including, without limitation, sales, use, gross receipts and property taxes), assessments, levies, fees, water and sewer rents and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, which are levied or assessed and become due and payable with respect to the Term of this Ground Lease whether or not the same become payable during the Term of this Ground Lease (including all taxes, assessments, levies, fees, water and sewer rents and other governmental charges for the year in which this Ground Lease is executed which are now a Lien but not yet due and payable), to the extent the same are allocable to the Ground Lease Land or the Improvements pursuant to the terms of the Declaration or are imposed on or against (i) Ground Lease Rent or additional rent or other sums payable by the Ground Lessee hereunder, (ii) this Ground Lease or the interest of the Ground Lessee or the Ground Lessor hereunder, or (iii) gross receipts from the Ground Lease Land or the Improvements; provided, however, that all of the foregoing taxes, assessments and other charges shall be payable by the Ground Lessee only to the extent that such taxes, assessments and other charges would be payable if the Ground Lease Land and the amounts receivable by the Ground Lessor under this Ground Lease were the only property and amounts so held by or paid to the Ground Lessor. Promptly upon receipt by the Ground Lessor of any bill or statement relating to any taxes, assessments, levies, fees, water and sewer rents or other governmental charges, all or a portion of which is to be paid by the Ground Lessee pursuant to the terms of the preceding sentence, the Ground Lessor shall deliver to the Ground Lessee notice of the amount thereof due from the Ground Lessee, together with a copy of said bill or statement and a detailed explanation as to the method used by the Ground Lessor to calculate the amount thereof due from the Ground Lessee pursuant to the terms of the Declaration. Any dispute regarding the amount due from the Ground Lessee hereunder shall be resolved in the manner set forth in the Declaration. Within thirty (30) days after receiving said notice or, in the event of a dispute, within ten (10) days after resolution of such dispute, the Ground Lessee shall deliver to the Ground Lessor a check for the amount owed by the Ground Lessee, which check may be made payable to the order of

either the Ground Lessor or the taxing authority or other party entitled to payment, as the Ground Lessee shall elect, and the Ground Lessor shall in turn pay to the taxing authority or other party entitled to payment all amounts then required to be paid prior to the delinquency thereof. Annually, within thirty (30) days after the date on which ad valorem property taxes are paid, the Ground Lessor shall deliver to the Ground Lessee a certificate of the Ground Lessor certifying that all taxes, assessments, levies, fees, water and sewer rents and other governmental charges then due and payable with respect to the Ground Lease Land have been paid, together with proof of the payment of all ad valorem taxes levied on the Ground Lease Land and the Infrastructure. Anything in the preceding sentences or in this Ground Lease to the contrary notwithstanding, nothing in this Ground Lease shall require payment by the Ground Lessee of (i) any income (including any capital gain), franchise, estate, inheritance, transfer or similar taxes of the Ground Lessor, (ii) any taxes, assessments, levies, fees, water or sewer rents or other governmental or similar charges allocable to the Park (other than the Ground Lease Land), any improvements located in the Park (other than any improvements located on the Ground Lease Land), or any rent, receipts or other sums paid or payable with respect to the Park (other than the Ground Lease Land), or (iii) any rollback tax or increase in taxes for any year or period of time prior to the commencement date of this Ground Lease. Such taxes, assessments, levies, fees, water and sewer rents and other governmental charges shall be apportioned between the Ground Lessor and the Ground Lessee as of the date on which this Ground Lease terminates or expires.

(b) The Ground Lessee shall pay or cause to be paid all charges for utility, communication and other services rendered or used on or about the Ground Lease Land to the extent that such charges arise or accrue during the Term of this Ground Lease, whether or not payment therefor shall become due after the Term of this Ground Lease.

SECTION 7.02. Compliance with Laws. The Ground Lessee shall at all times during the Term of this Ground Lease, at the Ground Lessee's own cost and expense, perform and comply, and cause the Ground Lease Land to comply, with all Applicable Laws and Regulations, whether or not such Applicable Laws and Regulations shall necessitate structural changes, improvements, interference with use and enjoyment of the Ground Lease Land, replacements or repairs, extraordinary as well as ordinary, and the Ground Lessee shall so perform and comply, whether or not such Applicable Laws and Regulations shall now exist or shall hereafter be enacted or promulgated, and whether or not such Applicable Laws and Regulations can be said to be within the present contemplation of the parties hereto. The Ground Lessor shall cooperate with all reasonable requests of the Ground Lessee in connection with any such performance and compliance by the Ground Lessee with Applicable Laws and Regulations.

SECTION 7.03. Liens. The Ground Lessee will promptly remove and discharge any charge, lien, security interest or encumbrance upon the Ground Lease Land or any Ground Lease Rent, additional rent or other sum payable hereunder which arises for any reason, including all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Ground Lease Land or the Improvements or by reason of labor or materials furnished or claimed to have been furnished to the Ground Lessee or for the Ground Lease Land or the Infrastructure, but not including the liens and encumbrances set forth in Schedule C, any sublease, assignment or mortgage permitted by Article XI hereof, and any mortgage, charge, lien, security interest or encumbrance created by the Ground Lessor; provided that the Ground Lessee shall have no obligation to discharge any mechanic's, laborer's, materialman's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if payment is being contested pursuant to Section 7.04. Nothing contained in this Ground Lease shall be construed as constituting the consent or request of the Ground Lessor, express or implied, to or for the performance by any contractor, laborer, materialman, supplier or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Ground Lease Land or the Infrastructure or any part thereof. Notice is hereby given that the Ground Lessor, will not be liable for any labor, services or materials furnished or to be furnished to the Ground Lessee, or to anyone holding the Ground Lease Land, the Infrastructure or any part thereof through or under the Ground Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of the Ground Lessor in and to the Ground Lease Land.

SECTION 7.04. Permitted Contests. The Ground Lessee shall not be required, nor shall the Ground Lessor have the right, to pay, discharge or remove any tax, assessment, levy, fee, rent (except Ground Lease Rent or additional rent hereunder payable to the Ground Lessor), charge, lien or encumbrance which is required to be paid, discharged or removed by the Ground Lessee hereunder, or to comply with any Applicable Laws and Regulations applicable to the Ground Lease Land or the use thereof, as long as the Ground Lessee shall contest the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested, and which also shall prevent the sale, forfeiture or loss of the Ground Lease Land or any Ground Lease Rent, any additional rent or any other sum required to be paid by the Ground Lessee hereunder to satisfy the same or Applicable Laws and Regulations, and which shall not affect the payment of any Ground Lease Rent, any additional rent or any other sum required to be paid by the Ground Lessee hereunder; provided that such contest shall not subject the Ground Lessor to the risk of any criminal liability or any material civil liability. Any amount rebated, refunded or awarded as the result of any

contest described in this Section 7.04 (whether or not conducted by the Ground Lessor, the Ground Lessee or the Lessee) shall, to the extent of the payment of any such amount by the Ground Lessee or any of the Ground Lessee's Affiliates, be payable to or retained by the Ground Lessee and shall, to the extent of the payment of any such amount by the Lessee or any of the Lessee's Affiliates, be payable to or retained by the Lessee. The Ground Lessor, at the Ground Lessee's expense, shall cooperate with the Ground Lessee in respect of any proceedings pursuant to this Section 7.04. The Ground Lessor may not institute a contest of any matter that the Ground Lessee may contest pursuant to this Section 7.04 without the Ground Lessee's prior written consent, which consent shall not be unreasonably withheld or delayed.

SECTION 7.05. Maintenance and Repair. The Ground Lessee, at no cost or expense to the Ground Lessor, shall maintain all parts of the Ground Lease Land and the Infrastructure in good repair and condition, except in connection with a Condemnation pursuant to Section 9.01 and except for ordinary wear and tear, and will take all action and will make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of the Ground Lease Land and the Infrastructure in good repair and condition, except in connection with a Condemnation pursuant to Section 9.01 and except for ordinary wear and tear. The Ground Lessee waives any right to (a) require the Ground Lessor to maintain, repair or restore the Ground Lease Land, or (b) make repairs at the expense of the Ground Lessor pursuant to any Applicable Laws and Regulations or any contract, agreement, covenant or restriction at any time in effect except as provided in Section 9.01 or in the Declaration.

SECTION 7.06. Construction of Improvements; Alterations. The Ground Lessee may, without expense to the Ground Lessor, construct buildings, structures and other improvements on the Ground Lease Land, make additions to and alterations of any improvements at any time located or constructed on the Ground Lease Land, and remove and make substitutions and replacements for the same. All such construction, additions, alterations, additional improvements, substitutions and replacements shall be performed in a good and workmanlike manner and in compliance with all Applicable Laws and Regulations. All such construction, additions, alterations, additional improvements, substitutions and replacements shall become part of the improvements and be the property of the Ground Lessee. The Ground Lessee shall promptly pay all costs and expenses of each such construction, addition, alteration, additional improvement, substitution or replacement and shall discharge all liens filed against the Ground Lease Land arising out of the same; provided that the Ground Lessee shall have no obligation to the Ground Lessor to discharge any mechanic's, laborer's, materialman's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if payment is being contested pursuant to Section 7.04. The Ground

Lessee shall procure and pay for all permits and licenses required in connection with any such construction, addition, alteration, additional improvement, substitution or replacement.

ARTICLE VIII

INDEMNIFICATION

SECTION 8.01. General Indemnity. The Ground Lessee hereby assumes responsibility for and shall pay, and shall protect, defend, save, indemnify and hold harmless the Ground Lessor and its partners, shareholders, directors, officers, beneficiaries, employees, agents, successors and assigns (each a "Ground Lessor Indemnatee"), from and against all Claims (including, without limitation, consequential damages) arising out of, in respect of or in connection with any of the following: (i) compliance or lack of compliance of the Ground Lease Land with any Applicable Laws and Regulations pertaining to subdivision, zoning or land use; (ii) the lease, sublease, possession, use, operation, maintenance, condition or repair of the Ground Lease Land and any improvements located thereon; (iii) any accident, injury to or death of persons or loss of property occurring on or about the Ground Lease Land; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Ground Lease Land; (v) any taxes, assessments, levies, fees, water and sewer rents and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, allocable to the Ground Lease Land; (vi) any taxes, assessments, levies, fees, water and sewer rents and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, allocable to the Ground Lease Land; or (vii) any Hazardous Materials on or at the Ground Lease Land, the Release of any Hazardous Materials from the Ground Lease Land (including, without limitation, the Release of any Hazardous Materials to adjacent properties), the disposal or the Release by any Person (other than any Ground Lessee Indemnatee) of Hazardous Materials relating to the Ground Lease Land or the failure of the Ground Lease Land or any part thereof to comply with any Environmental Laws, unless caused by the willful misconduct or gross negligence of any Ground Lessor Indemnatee.

ARTICLE IX

CONDEMNATION

SECTION 9.01. Condemnation.

(a) The Ground Lessee hereby irrevocably assigns to the Ground Lessor any award or compensation to which the Ground Lessee may become entitled by reason of the Ground Lessee's interest in the Ground Lease Land if the use, occupancy or title of the Ground Lease Land or any part thereof is taken, requisitioned or sold in,

by or on account of any actual or threatened eminent domain proceeding or other action by any Person having the power of eminent domain (a "Condemnation"). The Ground Lessor may appear in any such proceeding or action to negotiate, prosecute and adjust any claim for any award or compensation on account of any Condemnation as it relates to the Ground Lease Land and the Ground Lessor shall collect any such award or compensation. All amounts paid in connection with any Condemnation of the Ground Lease Land shall be applied pursuant to this Article IX, and all such amounts (minus the expense of collecting such amounts as hereinafter provided) are herein called the "Net Proceeds". The Ground Lessor shall pay all costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment, for which costs and expenses the Ground Lessor shall be reimbursed out of any award or compensation received. The Ground Lessee shall be entitled, at the expense of the Ground Lessor, to participate in any such proceeding, action, negotiation, prosecution and adjustment. With respect to any Condemnation affecting the Improvements, only the Ground Lessee shall be entitled to negotiate, prosecute and adjust any claim for any award or compensation on account of the Improvements and the Ground Lessor shall have no interest in any such award or compensation, or any portion thereof, made in respect of the Improvements, all of which shall belong to and be paid to the Ground Lessee and, for purposes of this Ground Lease, shall not constitute Net Proceeds.

(b) If, during the Term of this Ground Lease, whether the Initial Ground Lease Term or any exercised Ground Lease Renewal Term, a Condemnation shall affect all or a substantial portion of the Ground Lease Land and shall render the Ground Lease Land unsuitable for restoration for continued use and occupancy in the Ground Lessee's business, and if the Lease is not then in effect, then the Ground Lessee may, not later than one hundred fifty (150) days after such occurrence, deliver to the Ground Lessor (i) notice of its intention to terminate this Ground Lease on a Business Day specified in such notice (the "Termination Date") which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of the Ground Lessee describing the event giving rise to such termination and stating that the board of directors of its general partner (or if the Ground Lessee is a corporation, that the board of directors of the Ground Lessee) has determined that such event has rendered the Ground Lease Land unsuitable for restoration for continued use and occupancy in the Ground Lessee's business, and (iii) documentation to the effect that termination of this Ground Lease will not be in violation of any operating agreement then in effect and that all subleases have theretofore expired or been terminated. This Ground Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of the Ground Lessee hereunder, actual or contingent, which have arisen on or prior to the Termination Date, upon payment by the Ground Lessee of all Ground Lease Rent, additional rent and

other sums then due and payable hereunder to and including the Termination Date.

(c) If a Condemnation of the Ground Lease Land or any part thereof shall occur during the Term of this Ground Lease, whether the Initial Ground Lease Term or any exercised Ground Lease Renewal Term, but the Ground Lessee does not give notice of its intention to terminate this Ground Lease as provided in Section 9.01(b), then this Ground Lease shall continue in full force and effect. The Ground Lessor shall promptly repair and restore the Ground Lease Land to the same condition (as nearly as practicable) as existed immediately before the Condemnation (assuming for this purpose that the Ground Lease Land was in compliance with the terms of this Ground Lease). Each installment of Ground Lease Rent payable on and after the first Ground Rent Payment Date occurring after any Condemnation of the Ground Lease Land shall be reduced by an amount such that the fixed rent per square foot of the Ground Lease Land remaining after such Condemnation shall be equal to the fixed rent per square foot prior to such Condemnation for each rental period. For purposes of determining fixed rent per square foot of the Ground Lease Land, the initial square footage of the Ground Lease Land shall be the number of square feet thereof in the most recent survey obtained by the Ground Lessee and the Ground Lessor prior to the commencement of the Term of this Ground Lease. In the event of any temporary requisition, this Ground Lease shall remain in full force and effect and the Ground Lessee shall be entitled to receive the Net Proceeds allocable to such temporary requisition; except that such portion of the Net Proceeds allocable to the period after the expiration or termination of the Term of this Ground Lease shall be paid to the Ground Lessor.

(d) All awards and payments made on account of any Condemnation shall be paid as follows: (i) if on account of the Ground Lease Land, to the Ground Lessor; and (ii) if on account of the Improvements, to the Ground Lessee. If the award or payment in question does not specifically identify the amount allocable to each of the items listed in clauses (i) and (ii) of this paragraph, then, and in such event, such amounts shall be determined in the following manner: the Ground Lessor and the Ground Lessee shall each appoint an Appraiser, and the amount of the award or payment in question allocable to each of the items listed in clauses (i) and (ii) of this paragraph, respectively, shall be as determined by the two Appraisers so appointed. If the two Appraisers so appointed are unable to agree upon such allocation, the allocation shall be determined by a third Appraiser selected by the two Appraisers appointed by the parties hereto. The Ground Lessor and the Ground Lessee each shall bear the costs of its Appraiser and shall share equally the cost of the third Appraiser, if required. For the purposes of this Ground Lease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of a taking shall be deemed to constitute an award made in such proceeding.

ARTICLE X

GROUND LEASE DEFAULTS AND REMEDIES

SECTION 10.01. Ground Lease Defaults. The following shall constitute events of default under this Ground Lease ("Ground Lease Defaults"):

(a) The Ground Lessee shall fail to pay any installment of Ground Lease Rent, additional rent or other sum payable hereunder when the same shall have become due and such failure shall continue for five (5) Business Days after written notice from the Ground Lessor to the Ground Lessee; or

(b) The Ground Lessee shall fail to perform or observe any covenant, condition, obligation or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof by the Ground Lessor specifying such failure and demanding the same be cured (or, in the case of a failure which cannot be cured with the payment of money, or with due diligence be wholly cured within such thirty (30) day period, if the Ground Lessee shall fail to commence to cure the same within such thirty (30) day period, or, having promptly so commenced to cure the same shall fail thereafter to prosecute the curing thereof in good faith and with all due diligence, it being intended that the time within which to cure such a failure shall be extended for such period as may be necessary to complete the curing of the same in good faith and with due diligence).

SECTION 10.02. Remedies. Upon the occurrence of any Ground Lease Default and at any time thereafter so long as the same shall be continuing, the Ground Lessor may by written notice to the Ground Lessee declare this Ground Lease to be in default, and the Ground Lessor may terminate this Ground Lease and (a) demand that the Ground Lessee redeliver, and the Ground Lessee shall upon such demand of the Ground Lessor redeliver, the Ground Lease Land to the Ground Lessor, and the Ground Lessor shall not be liable for reimbursement to the Ground Lessee for any costs and expenses incurred by the Ground Lessee in connection therewith, or (b) enter upon the Ground Lease Land and take immediate possession thereof (to the exclusion of the Ground Lessee) by summary proceedings or otherwise, all without liability to the Ground Lessee for or by reason of such action, whether for the restoration of damage to property caused by such taking or otherwise. In addition to the foregoing, but subject to the terms of Section 13.13 of this Ground Lease, the Ground Lessor may sue the Ground Lessee, and the Ground Lessee shall remain obligated, for any rent or other amounts due and payable hereunder with respect to the Ground Lease Land for any period prior to the date on which the Ground Lessor shall regain possession of the Ground Lease Land and for damages in an amount equal to the rent and other amounts which would have been owing by

the Ground Lessee for the balance of the Term of this Ground Lease had this Ground Lease not been terminated.

SECTION 10.03. Additional Rights of the Ground Lessor.

(a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing at law or in equity, subject to the provisions of Section 13.13. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by the Ground Lessor of any Ground Lease Rent, additional rent or other sum payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by the Ground Lessor of any provision hereof shall be deemed to have been made unless made in writing. The Ground Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to the Ground Lessor by law, subject to the provisions of Section 13.13 and the last paragraph of Section 10.01.

(b) Except as otherwise provided herein, the Ground Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds: (i) any right and privilege which it or any of them may have to redeem the Ground Lease Land or to have a continuance of this Ground Lease after termination of the Ground Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Ground Lease, or after the termination of the Term of this Ground Lease as herein provided, and (ii) the benefits of any law which exempts property from liability for debt or for distress for rent.

(c) If a Ground Lease Default shall occur hereunder, the Ground Lessee shall pay to the Ground Lessor, on demand, all expenses actually incurred by the Ground Lessor as a result thereof, including reasonable attorneys' fees and expenses.

ARTICLE XI

ASSIGNMENT AND SUBLETTING

SECTION 11.01. Assignment and Subletting.

(a) The Ground Lessee may sublet the Ground Lease Land provided each sublease shall have expressly been made subject to the provisions hereof. No such sublease shall modify or limit any right or power of the Ground Lessor hereunder or affect or reduce any obligation of the Ground Lessee hereunder, and all such

obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no subletting had been made.

(b) The Ground Lessee may assign this Ground Lease, provided that each assignee assumes in writing (subject to the provisions of Section 13.13) all of the obligations of the Ground Lessee arising under this Ground Lease from and after the date of such assignment and an original of such assignment is delivered to the Ground Lessor. Upon an assignment satisfying the conditions set forth in this Section 11.01(b), the Ground Lessee shall be released from all obligations under this Ground Lease which have not theretofore accrued and the assignee shall become the "Ground Lessee" for all purposes hereunder.

(c) The Ground Lessee may, without the consent of the Ground Lessor, mortgage and collaterally assign from time to time, and re-mortgage and re-assign, its right, title and interest in, to and under this Ground Lease as security for any financing or refinancing obtained by the Ground Lessee. No such mortgage or collateral assignment shall affect the obligations of the Ground Lessee under this Ground Lease, which obligations shall remain in full force and effect.

(d) Any sublease, assignment, mortgage or collateral assignment made otherwise than as permitted by this Section 11.01 shall be void. The Ground Lessee shall, within ten (10) days after the execution of any permitted sublease, assignment, mortgage or collateral assignment, deliver a conformed copy thereof to the Ground Lessor.

ARTICLE XII

INSURANCE

SECTION 12.01. Required Insurance. The Ground Lessee shall carry and maintain, or cause to be carried and maintained, at all times during the Term of this Ground Lease and at no cost to the Ground Lessor, commercial general liability insurance, including bodily injury, death and property damage liability, and umbrella liability insurance against any and all claims arising out of or connected with the possession, maintenance, use, occupancy, operation, leasing or condition of the Ground Lease Land in amounts and with insurers, (including self-insurance) reasonably acceptable to the Ground Lessor, but in all events compatible with the insurance provided in other first class office parks in the Birmingham, Alabama, area.

SECTION 12.02. Endorsements. The insurance carried in accordance with Section 12.01 shall be endorsed to provide that:

(a) The Ground Lessor is named as an additional insured as its interests may appear;

(b) If such insurance is canceled for any reason whatsoever, including nonpayment of premium, or any change is made in the coverage thereunder which materially adversely affects the interest of the Ground Lessee or the Ground Lessor, such cancellation or change shall not be effective as to the Ground Lessee or the Ground Lessor until thirty (30) days after receipt by the Ground Lessee and the Ground Lessor of written notice from the insurer of such cancellation or change;

(c) The interests of the Ground Lessor shall not be invalidated by any act or omission of the Ground Lessee or any other Person, and such insurance shall insure the Ground Lessor regardless of any breach or violation by the Ground Lessee or any other Person of any warranties, declarations or conditions contained in the policies relating to such insurance or application therefor; and

(d) The insurer thereunder waives all rights of subrogation against the Ground Lessor and waives any right of setoff and counterclaim and any other right of deduction, whether by attachment or otherwise.

SECTION 12.03. Certificates of Insurance. Certificates of insurance, together with copies of the endorsements when applicable, naming the Ground Lessor as an additional insured will be delivered to the Ground Lessor upon the execution and delivery of this Ground Lease and from time to time upon renewal of such coverage as soon as reasonably possible but in no event later than ten (10) days prior to the expiration date of the insurance policy required herein.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.01. Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same instrument.

SECTION 13.02. Estoppels. Each party hereto agrees that at any time and from time to time during the Term of this Ground Lease, it will promptly, but in no event later than thirty (30) days after request by the other party hereto, execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee or mortgagee or third party designated by such other party, an estoppel certificate stating (a) the name of the Ground Lessee hereunder; (b) that this Ground Lease is unmodified and in force and effect (or if there have been modifications, that this

Ground Lease is in force and effect as modified, and identifying and including copies of each such modification agreement); (c) the basic rent and additional rent payable under this Ground Lease; (d) the date to which all rental charges have been paid; (e) whether or not there is any existing default by the Ground Lessee in the payment of Ground Lease Rent, whether or not to the knowledge of the signing party there is an existing default by the Ground Lessee in the payment of any additional rent or other sums payable hereunder, and whether or not to the knowledge of the signing party there is any other existing default or alleged default by either party hereto or whether or not to the knowledge of the signing party there are any events which have occurred which, with notice or the passage of time or both, would constitute a default under this Ground Lease, and, if there are, specifying the nature and extent thereof in reasonable detail; and (f) whether or not, to the knowledge of the signing party, there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

SECTION 13.03 Surrender. Upon the expiration or earlier termination of this Ground Lease, the Ground Lessee shall peaceably leave and surrender the Ground Lease Land to the Ground Lessor in the same condition in which the Ground Lease Land was originally received from the Ground Lessor at the commencement of the Term of this Ground Lease, except as improved, repaired, rebuilt, restored, altered or added to as provided in, permitted by or required by any provision of this Ground Lease, except as affected by any Condemnation, except as provided in Section 9.02(a) hereof and except for ordinary wear and tear. Notwithstanding anything to the contrary contained herein, the Ground Lessee shall have the right to remove from the Ground Lease Land on or prior to such expiration or earlier termination all property situated thereon, including the Improvements, which is not owned by the Ground Lessor or, at its election, to allow such property to remain on the Ground Lease Land, but the Ground Lessee shall be required to repair, at its expense, any damage to the Ground Lease Land resulting from any such removal. Any property not so removed shall become the property of the Ground Lessor upon such expiration or earlier termination of this Ground Lease.

SECTION 13.04. Representations Regarding Certain Matters.

(a) The Ground Lessee hereby represents and warrants that: (i) the Board of Directors of the Ground Lessor has duly authorized the execution, delivery and performance of this Ground Lease and such approval is reflected in the minutes of said board; (ii) an officer of the Ground Lessee having a title of not less than vice president has, on behalf of the Ground Lessor, duly executed and delivered this Ground Lease; (iii) this Ground Lease will from the date of its execution be continuously maintained as an official record of the Ground Lessee; and (iv) this Ground Lease was

executed contemporaneously with the agreement reached between the parties with respect to the matters contained herein.

(b) The Ground Lessor hereby represents and warrants that: (i) the Ground Lessor has taken all actions required by its organizational documents and has obtained all necessary consents to execute and deliver this Ground Lease and to perform its obligations hereunder; (ii) the Ground Lessor has full power and authority to enter into this Ground Lease and to assume and perform all of its obligations under this Ground Lease; and (iii) the Person executing this Ground Lease on the Ground Lessor's behalf has been duly authorized to do so.

SECTION 13.05. Amendments, Etc. No term or provision of this Ground Lease may be amended, modified, supplemented, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement thereof is sought.

SECTION 13.06. Binding Effect. All rights, covenants, obligations and agreements of the Ground Lessor and the Ground Lessee contained in this Ground Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Ground Lessor and the Ground Lessee to the same extent as if each such successor and assign were named as a party thereto.

SECTION 13.07. Severability. Each provision contained in this Ground Lease shall be separate and independent and the breach of any such provision by the Ground Lessor shall not discharge or relieve the Ground Lessee from its obligation to perform each obligation of this Ground Lease to be performed by the Ground Lessee. If any provision of this Ground Lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Ground Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Ground Lease shall be valid and shall be enforceable to the extent permitted by law.

SECTION 13.08. Headings. All headings are for reference only and shall not be considered as part of this Ground Lease.

SECTION 13.09. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) if mailed by first class registered or certified mail, postage prepaid, upon actual receipt or refusal to accept, or (b) if deposited for overnight delivery with a nationally recognized courier service, upon actual receipt or refusal to accept, or (c) if delivered by hand or in the form of a facsimile transmission, when received, in each case addressed or directed as follows:

The Ground Lessor: AmSouth Riverchase, Inc.
1900 5th Avenue North
Birmingham, Alabama 35203
Fax: (205) 326-4649
Attention: Properties Department

with a copy to: Walston, Stabler, Wells, Anderson & Bains
505 20th Street North, Suite 500
Birmingham, Alabama 35203
Fax: (205) 251-0700
Attention: Kay K. Bains, Esq.

The Ground Lessee: AmSouth Bank N.A.
1900 5th Avenue North
Birmingham, Alabama 35203
Fax: (205) 326-4649
Attention: Properties Department

Upon giving not less than (15) days written notice to the other party, the Ground Lessor and the Ground Lessee shall each have the right to (i) change its notice address specified above, provided that any new notice address is in the continental United States, and (ii) change its copy address specified above, provided that any new copy address is in the continental United States and provided, that neither party may have more than one (1) copy address.

SECTION 13.10. Governing Law. This Ground Lease and the rights and obligations in respect hereof shall be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama.

SECTION 13.11. Merger. There shall be no merger of this Ground Lease and the leasehold estate created herein in the Ground Lease Land or any part thereof into the fee estate in the Ground Lease Land or any part thereof or any subleasehold estate in the Ground Lease Land or any portion thereof created under the Lease, by reason of the fact that the same Person may acquire or hold, directly or indirectly, title to the leasehold estate in the Ground Lease Land or any part thereof and title to the fee estate in the Ground Lease Land or any part thereof or a subleasehold estate in the Ground Lease Land or any part thereof.

Section 13.12. Exhibits. Appendix A and the Schedules attached hereto are hereby incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Ground Lessor and the Ground Lessee have caused this Ground Lease to be duly executed and delivered as of the date first set forth above.

AMSOUTH RIVERCHASE, INC.,
an Alabama corporation,
as Ground Lessor

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

AMSOUTH BANK N.A.,
a national banking association,
as Ground Lessee

By M. List Underwood, Jr.
Its Executive Vice President and C.F.O.

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 conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama corporation.

Given under my hand and official seal this 26th day of May, 1994.

Lorraine Michels
Notary Public

My commission expires: 2-28-96

AFFIX SEAL

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

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 Executive Vice President and CEO, of AmSouth Bank N.A., a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 26th day of May, 1994.

Lorraine Michels
Notary Public

My commission expires: 2-28-96

AFFIX SEAL

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

This instrument prepared by
Kay K. Bains
500 North 20th Street
Birmingham, AL 35203

APPENDIX A
TO
GROUND LEASE,

DEFINITIONS AND RULES OF USAGE

Unless the context otherwise requires:

(a) any term defined below by reference to another instrument or document shall continue to have the meaning ascribed thereto in such other instrument or document as of the date hereof, whether or not such other instrument or document remains in effect or is modified;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference in a document to a part, clause, party, section, article, paragraph, exhibit or schedule with no other qualification is a reference to a part, clause, section, article or paragraph in, or a party, exhibit or schedule to, such document;

(e) a reference to any statute, regulation, proclamation, ordinance or law includes all statutes, regulations, proclamations, ordinances or laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations and ordinances issued or otherwise applicable under that statute;

(f) a reference to a document includes all amendments, modifications or supplements to, or renewals, extensions, replacements or novations of, that document; and

(g) a reference to a party to a document includes that party's permitted successors and assigns under such document.

"Actual Knowledge" shall mean, actual knowledge of, including any written notices received by, any officer of the Ground Lessor or the Ground Lessee, as the case may be.

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no

pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

"Applicable Laws and Regulations" shall mean all applicable laws (including Environmental Laws), rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of any federal, state, county, municipal or other governmental or regulatory authority, agency, board, commission, instrumentality, court or quasi-governmental authority, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health or safety and those pertaining to the construction, use or occupancy of the Property) and any restrictive covenant or deed restriction or easement of record (including all obligations arising under the Declaration), in each case affecting the Property or the streets, sidewalks, vaults, vault spaces, curbs or gutters adjoining the Property, or the appurtenances to the Property, or the franchises and privileges connected therewith.

"Appraisal Procedure" shall mean the procedure specified in the following paragraphs for determining Fair Market Rental Value:

(i) The two parties in interest shall endeavor to agree on such amount, but if they are unable to do so within thirty (30) days and if, within such 30-day period, either party shall give written notice to the other requesting determination of such amount by appraisal, the succeeding paragraphs shall apply.

(ii) The parties shall promptly consult for the purpose of appointing a mutually acceptable qualified independent Appraiser. If the parties shall be unable to agree on any Appraiser within fifteen (15) days of the giving of such notice, such amount shall be determined by a panel of three (3) independent Appraisers. One of the parties shall select one of the Appraisers and the other party shall select the second of the Appraisers; provided, however, that if either party shall fail to select an Appraiser within fifteen (15) days after the giving of such notice, then Fair Market Rental Value shall be determined solely by the Appraiser selected by the party which exercised its right to make such selection. The two (2) Appraisers selected as aforesaid shall select the third Appraiser or, if they shall be unable to agree on a third Appraiser within ten (10) days after each of such two (2) Appraisers shall have been selected, such third Appraiser shall be selected within ten (10) days by the President of the American Arbitration Association (or any successor organization thereto) located in the State of Alabama.

(iii) The Appraiser or Appraisers appointed pursuant to the foregoing procedure shall be instructed to determine such amount within thirty (30) days after such appointment and such determination shall be final and binding upon the parties. If there is one (1) Appraiser, the determination shall be made by that Appraiser. If there are three (3) Appraisers and the determination of one (1) Appraiser shall differ from the determination of the middle Appraiser by more than twice the difference between the third Appraiser and the middle Appraiser, then such determination shall be excluded, the remaining two (2) determinations shall be averaged and such average shall constitute the determination of the Appraisers; otherwise, the three (3) determinations shall be averaged and such average shall constitute the determination of the Appraisers.

(iv) Each party shall pay the fees and expenses of the Appraiser appointed by it and the fees and expenses of the third Appraiser shall be paid in equal shares by the two parties.

"Appraiser" shall mean an individual having not less than five (5) years current experience appraising commercial properties of a nature and type similar to that of the Property in the geographic area where the Property is located and who holds an MAI designation conferred by the American Institute of Real Estate Appraisers (or any successor organization thereto) and is in good standing as an independent member thereof.

"Bankruptcy Code" shall mean Title 11 of the U.S. Code, as amended.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized to be closed in either the State of Alabama or the State of New York.

"Casualty" shall mean any damage or destruction of the Improvements or any part thereof by fire or other casualty or cause.

"Claim" shall mean liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Condemnation" shall mean any condemnation, requisition or other taking, sale or transfer of the use, occupancy or title to the Property or any portion thereof in, by or on account of any actual or threatened eminent domain proceeding or other action by any Governmental Authority or other Person having the power of eminent domain.

"Declaration" shall mean that certain Declaration of Covenants, Easements and Restrictions dated as of June 1, 1994, executed by AmSouth Riverchase, Inc., an Alabama corporation.

"Environmental Laws" shall mean any and all federal, state and local statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, injunctions, permits, licenses and governmental restrictions, whether now or hereafter in effect, relating to the environment, relating to the effect of the environment or pollutants, contaminants, hazardous substances or wastes on human health, or relating to emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Fair Market Rental Value" shall mean the fair market rental value of the Property that would be obtained in an arm's-length transaction between an informed and willing lessee and an informed and willing lessor, each under no compulsion to lease, and shall be made on the assumption that the Property will be continued to be used as an office facility.

"Governmental Action" shall mean all permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by, any Governmental Authority, or required by any Applicable Laws and Regulations, and shall include, without limitation, all citings, environmental and operating permits and licenses that are required for the use, occupancy, zoning and operation of the Property.

"Governmental Authority" shall mean any federal, state, county, municipal or other governmental or regulatory authority, agency, board, commission, instrumentality, court or quasi-governmental authority.

"Ground Lease Defaults" shall have the meaning given to that term in Section 10.01 of the Ground Lease.

"Ground Lease Land" shall have the meaning given to that term in Section 2.01(a) of the Ground Lease.

"Ground Lease Renewal Terms" shall have the meaning given to that term in Section 3.02(a) of the Ground Lease.

"Ground Lease Rent" shall have the meaning given to that term in Section 4.01(a) of the Ground Lease.

"Ground Rent Payment Date" shall have the meaning given to that term in Section 4.01(a) of the Ground Lease.

"Hazardous Materials" shall mean any substance which is toxic, explosive, corrosive, flammable, radioactive or otherwise hazardous, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, whether or not regulated under Environmental Laws.

"Lien" shall mean any lien, mortgage, deed of trust, deed to secure debt, encumbrance, pledge, charge, lease, easement, servitude, or security interest of any kind, including any thereof arising under any conditional sale or other title retention agreement or Environmental Law.

"Net Award" shall mean the entire award, compensation, insurance proceeds or other payment (other than any award, compensation, insurance proceeds or other payment which belongs to the Ground Lessor), if any, on account of any Condemnation or Casualty, less any expenses (including, but not limited to, attorneys' fees and expenses) incurred in collecting such award, compensation, insurance proceeds or other payment (which, pursuant to the Lease, are to be paid or reimbursed from such award, compensation, insurance proceeds or other payments).

"Net Proceeds" shall have the meaning given to that term in Section 9.01(a) of the Ground Lease.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or a government or any agency or political subdivision thereof.

"Property" shall have the meaning given to that term in Section 2.01 of the Ground Lease.

"Term of this Ground Lease" shall have the meaning given to that term in Section 3.02(a) of the Ground Lease.

"Termination Date" shall have the meaning given to that term in Section 9.01(b) of the Ground Lease.

Schedule A

LEGAL DESCRIPTION

A tract of land located in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, the Southwest 1/4 of Section 20, Township 19 South, Range 2 West and the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama and 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 run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 327.70 feet to the POINT OF BEGINNING; thence 80°16'28" to the right in a Northeasterly direction a distance of 324.12 feet to a point on the Westerly right-of-way line of Interstate Highway I-65, said point also lying on a curve to the right, said curve having a radius of 3494.72 feet and a central angle of 11°54'02"; thence 104°11'33" to the right (angle measured to tangent of said curve) in a Southwesterly direction along said curve to the right and along the Westerly right-of-way line of Interstate Highway I-65 a distance of 725.87 feet to a point; thence 22°08'16" to the left (angle measured to tangent) in a Southeasterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 223.12 feet to a point; thence 22°23'34" to the right in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 1144.34 feet to a point; thence 45°14'24" to the right in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 575.50 feet to a point; thence 31°02'49" to the left in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 958.38 feet to a point; thence 25°42'14" to the left in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65, a distance of 304.52 feet to a point; thence 89°54'58" to the right in a Northwesterly direction a distance of 683.58 feet to a point on the Easterly right-of-way line of Riverchase Parkway East; thence 87°15'43" to the right in a Northeasterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 14.60 feet to the P.C. (point of curve) of a curve to the right having a radius of 478.88 feet and a central angle of 32°54'49"; thence run in a Northeasterly direction along said curve to the right and along the Easterly right-of-way line of Riverchase Parkway East a distance of 275.09 feet to the P.T. (point of tangent) to said curve; thence run in the tangent to said curve in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 179.77 feet to a P.C. (point of curve) of a curve to the left, said curve having a radius of 1083.71 feet and a central angle of 8°50'; thence run in the arc of said curve to the left in a Northeasterly direction and along the

Easterly right-of-way line of Riverchase Parkway East a distance of 167.08 feet to the P.T. (point of tangent) of said curve; thence run in the tangent to said curve in a Northeasterly direction and along the East right-of-way line of Riverchase Parkway East a distance of 165.57 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 467.30 feet and a central angle of $17^{\circ}38'42''$; thence run in the arc of said curve to the right in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 143.91 feet to the P.T. (point of tangent) to said curve; thence run in the tangent to said curve in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East, a distance of 162.46 feet to the P.C. (point of curve) of a curve to the left having a radius of 423.97 feet and a central angle of $107^{\circ}56'31''$; thence run in the arc of said curve to the left in a Northeasterly, Northerly, and Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 798.73 feet to the P.T. (point of tangent) of said curve; thence run in a Northwesterly direction in the tangent to said curve and along the Easterly right-of-way line of Riverchase Parkway East, a distance of 109.92 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 561.10 feet and a central angle of $26^{\circ}39'10''$; thence run in the arc of said curve in a Northwesterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 261.01 feet to the P.T. (point of tangent) of said curve; thence run in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East and in the tangent to said curve a distance of 185.89 feet to a P.C. (point of curve) of a curve to the left, said curve having a radius of 923.48 feet and a central angle of $15^{\circ}57'40''$; thence run in the arc of said curve to the left in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 257.26 feet to the P.T. (point of tangent) to said curve; thence run in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East and in the tangent to said curve a distance of 97.74 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 25.00 feet and a central angle of $90^{\circ}00'$; thence run in the arc of said curve to the right in a Northwesterly and Northeasterly direction a distance of 39.27 feet to a P.T. (point of tangent) of said curve, said point also being on the Southeasterly right-of-way line of Parkway Office Circle; thence in the tangent to said curve in a Northeasterly direction along the Southeasterly right-of-way line of Parkway Office Circle a distance of 63.01 feet to the P.C. (point of curve) of a curve to the right, said curve having a radius of 290.00 feet and a central angle of $48^{\circ}30'$; thence run in the arc of said curve in a Northeasterly direction along the Southeasterly right-of-way line of Parkway Office Circle a distance of 245.48 feet to the P.T. (point of tangent) of said curve; thence $90^{\circ}00'$ to the left (angle measured to tangent) in a Northwesterly direction a distance of 60.00 feet to a point on the Northerly right-of-way

line of Parkway Office Circle; thence 12°36'32" to the left in a Northwesterly direction a distance of 361.59 feet to a point; thence 88°31'56" to the right in a Northeasterly direction a distance of 260.14 feet to a point; thence 2°59'26" to the left in a Northeasterly direction a distance of 130.24 feet to a point; thence 4°28'20" to the right in a Northeasterly direction a distance of 356.84 feet to a point; thence 100°21'08" to the right in a Southeasterly direction a distance of 15.21 feet to a point; thence 92°48'10" to the left in a Northeasterly direction a distance of 303.42 feet to a point; thence 30°33'55" to the left in a Northeasterly direction a distance of 262.40 feet to a point on the Southwesterly right-of-way line of Parkway Office Circle; thence 12°52'55" to the right in a Northeasterly direction a distance of 60.00 feet to a point on the Northeasterly right-of-way line of said Circle, said point being on a curve to the left having a radius of 400.00 feet and a central angle of 3°51'42"; thence 90°00' to the right (angle measured to tangent) in a Southeasterly direction along the Northeasterly right-of-way line of said Circle and along the arc of said curve a distance of 26.96 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of said Circle a distance of 77.80 feet to a point; thence 68°24'04" to the left in a Northeasterly direction a distance of 632.53 feet to the POINT OF BEGINNING.

Containing 98.8073 acres.

The above described tract is now known as Lots 1 and 2, according to the Survey of AmSouth Riverchase, as recorded in Map Book 18, page 83, in the Office of the Judge of Probate of Shelby County, Alabama.

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 Northwesterly 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 Northwesterly 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 Northwesterly 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 Northwesterly 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 Northwesterly 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 Northwesterly 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 Northwesterly 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.

SCHEDULE B

GROUND LEASE TERM AND GROUND LEASE RENT

The Initial Ground Lease Term of this Ground Lease shall commence on June 1, 1994 and terminate on December 15, 2015.

The First Ground Lease Renewal Term shall commence on December 16, 2015 and terminate on December 15, 2025.

The Second Ground Lease Renewal Term shall commence on December 16, 2025 and terminate on December 15, 2035.

The Third Ground Lease Renewal Term shall commence on December 16, 2035 and terminate on December 15, 2045.

The Fourth Ground Lease Renewal Term shall commence on December 16, 2045 and terminate on December 15, 2055.

The Fifth Ground Lease Renewal Term shall commence on December 16, 2055 and terminate on December 15, 2065.

Ground Lease Rent during the Initial Ground Lease Term shall be payable in advance on June 1, 1994, and on June 1 and December 1, of each year thereafter, in the amount of \$500.00 per semi-annual period.

Ground Lease Renewal Rent during any Ground Lease Renewal Term shall be payable in advance on June 1 and December 1 of each year in an amount equal to the semi-annual Fair Market Rental Value of the Ground Lease Land (as encumbered by the Improvements) as of the commencement of such Ground Lease Renewal Term, determined in accordance with the Appraisal Procedure.

Schedule C

Additional Permitted Liens

1. Taxes due and payable October 1, 1994.
Prior Tax I.D. #58-10-4-19-0-001-001 (\$36,300.00) 1993 Amount
Prior Tax I.D. #58-10-4-20-0-001-048 (\$666.40) 1993 Amount
Prior Tax I.D. #58-10-9-30-0-001-002 (\$25,912.15) 1993 Amount
Prior Tax I.D. #58-10-4-20-0-001-47.001 (\$600.00) 1993 Amount
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 127, Page 140; Deed Book 176, Page 186 and Deed Book 5, Page 713 Shelby County.
3. Easement and right-of-way granted Alabama Gas Corporation recorded in Deed Book 206, Page 24, and in Deed Book 205, Page 521, Shelby County and Volume 6274, Page 102, Jefferson County.
4. Right-of-way granted Alabama Power Company recorded in Deed Book 310, Page 595, Shelby County.
5. Covenants, restrictions and easements as set out in Deed Book 352, Page 176 and Deed Book 315, Page 758, in the Probate Office of Shelby County.
6. Land Use Agreement between the Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, beginning at Page 690, in the Probate Office of Shelby County, as amended per Agreement dated September 19, 1983, as recorded in Misc. Book 16, beginning at Page 64, in Shelby County.
7. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), records in Misc. 13, beginning at Page 189, as further amended by Amendment No. 2, recorded in Misc. Book 19, beginning at Page 633, and further amended in Deed Book 352, Page 177, Deed Book 315, Page 758 and as Instrument No. 1993-05236, in Shelby County, Alabama.
8. All existing, future or potential common law or statutory rights of access between the rights of I-65 and subject property as conveyed and relinquished to the State of Alabama.

9. Easements of varying widths and building set back lines as shown on Survey of Walter Schoel Engineering, dated April 28, 1994 and on Map Book 17, Page 10A through C and Map Book 17, Pages 8, 11 and 12; and Map Book 18, Page 83.
10. Declaration and Grant of Covenants, Easements and Restrictions dated the 1st day of June, 1994 recorded as Instrument # 1994-17860.
11. Encroachment of Building into 20 foot easement over and across Parking Deck Tract as shown by the Survey of Walter Schoel, Jr. dated May 6, 1994.
12. Easement of various widths encroaching into the westerly portion of the Training Center Tract as shown by the Survey of Walter Schoel, Jr. dated May 6, 1994.

Inst # 1994-17874
06/03/1994-17874
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
039 MCD 104.50