

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

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AMENDED AND RESTATED SHORT FORM OF LEASE

164840
Inst # 1995-15289
06/12/1995-15289
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD 33.50

THIS SHORT FORM OF LEASE, made as of the 25th day of May, 1995, is by and between SUN RIVERCHASE, LIMITED PARTNERSHIP, a California limited partnership (the "Lessor"), having an address at One SunAmerica Center, Los Angeles, California 90067-6022, and AMSOUTH BANK OF ALABAMA, successor to AmSouth Bank, N.A., a national banking association organized under the laws of the United States of America (the "Lessee"), having an address at 1900 5th Avenue North, Birmingham, Alabama 35203, Attention: Properties Department.

The Lessor and the Lessee entered into a Short Form of Lease dated as of the 1st day June, 1994, recorded in the real property records of the County of Shelby, State of Alabama as instrument no. 1994-17862 (the "Original Short Form of Lease"). The Lessor and the Lessee have agreed to make certain amendments to the Original Short Form of Lease. Accordingly, the Lessor and the Lessee agree to amend and restate the Original Short Form of Lease as follows:

WITNESSETH:

WHEREAS, pursuant to a Ground Lease as of June 1, 1994 between AmSouth Riverchase, Inc., as ground lessor, the Lessor, as ground lessee, Lessor has acquired a leasehold interest in that certain land located in the County of Shelby, State of Alabama, and more particularly described on Schedule A attached hereto and by this reference incorporated herein (the "Land") (a Short Form Memorandum of Ground Lease and Conveyance was executed to evidence and provide record notice of such ground lease and recorded in the real property records of the County of Shelby, State of Alabama as instrument no. 1994-17861); and

WHEREAS, by virtue of a Lease dated as of June 1, 1994 (as amended and in effect from time to time, the "Lease"), the Lessor, in consideration of the covenants of the Lessee, has leased and demised to the Lessee, and the Lessee has taken and leased from the Lessor, for the term hereinafter specified, certain Property (as the term "Property" is defined in the Lease), which Property

includes the Lessor's leasehold interest in the Land and the building and improvements located thereon; and

WHEREAS, the parties desire to place of record this Amended and Restated Short Form of Lease in order to give third parties notice of certain rights and obligations of the parties under the Lease.

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

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

2. Lease of Property. The Lessor hereby demises, leases and rents to the Lessee, and the Lessee hereby leases, hires and rents from the Lessor, upon and subject to the terms, covenants, conditions and limitations set forth in the Lease, for the term hereinafter specified, the Property, consisting of (a) the Land, (b) all buildings, structures and other improvements (including all water, sanitary and storm sewer drainage, steam, gas, and other utility facilities, parking structures and areas, roads, driveways, walks and other site improvements) now or hereafter located on or in the Land and all facilities, machinery, apparatus and installations affixed or attached to any such improvements (collectively, the "Improvements"), and (c) all rights of way or use, licenses, easements, tenements, hereditaments, appurtenances, permits and other rights now or hereafter belonging or pertaining to any of the foregoing, including, without limitation, all those arising under that certain Declaration of Covenants, Easements and Restrictions dated June 1, 1994, executed by AmSouth Riverchase, Inc., an Alabama corporation, and recorded in the real property records of the County of Shelby, State of Alabama as instrument no. 1994-17860 (the "Declaration"), which rights of way or use, licenses, easements, tenements, hereditaments, appurtenances, permits and other rights are leased to the Lessee on a non-exclusive basis subject to the interest of other persons therein pursuant to the terms of the Declaration or otherwise.

3. Term of Lease. The initial term of the Lease shall commence on June 1, 1994 and shall expire on December 1, 2015 (the "Initial Lease Term"); provided, however, that the Lessee, in accordance with the terms of the Lease, shall have the right, at its option, to elect to extend the term of the Lease for three (3) additional consecutive periods of ten (10) years each (collectively, the "Lease Renewal Terms"). Each such election to extend shall be exercised by the Lessee, if at all, by giving written notice of such election of the Initial Lease Term or the then current Lease Renewal Term, as the case may be.

4. Cross Reference to Lease. This Amended and Restated Short Form of Lease is subject in all respect to the terms and conditions of the Lease and is

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

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

LESSOR:

SUN RIVERCHASE, LIMITED
PARTNERSHIP,
a California limited partnership

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

By: 

Name: Alan J. Nussenblatt

Title: President

LESSEE:

AMSOUTH BANK OF ALABAMA

By: _____

Name: M. List Underwood, Jr.

Title: Executive Vice President

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

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LESSOR:

SUN RIVERCHASE, LIMITED
PARTNERSHIP,
a California limited partnership

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

By: _____
Name: Alan J. Nussenblatt
Title: President

LESSEE:

AMSOUTH BANK OF ALABAMA

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

STATE OF California)
)
Los Angeles COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan J. Nussenblatt, whose name as President of Sun Riverchase, Inc., a California corporation, as general partner of Sun Riverchase, Limited Partnership, a limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid of said limited partnership.

Given under my hand and official seal, this the 31 day of May, 1995.



Catherine Nuslein
Notary Public

My Commission Expires: _____

STATE OF _____)
)
_____ 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 of AmSouth Bank of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this _____ day of May, 1995.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
 _____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan J. Nussenblatt, whose name as President of Sun Riverchase, Inc., a California corporation, as general partner of Sun Riverchase, Limited Partnership, a limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid of said limited partnership.

Given under my hand and official seal, this the _____ day of May, 1995.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
)
JEFFERSON 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 of AmSouth Bank of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 31 day of May, 1995.

Key L. Davis
Notary Public

My Commission Expires: 10/10/96

Exhibit A

NORTH BUILDING PARCELS

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

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 811.07 feet to the POINT OF BEGINNING; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 23.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 269.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 13.17 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 54.17 feet to a point; thence 90°00' to the right in a 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 North West 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.

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; 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 of 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.

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