

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of January 12, 1996 by and between SUN RIVERCHASE, LIMITED PARTNERSHIP, a California limited partnership ("Assignor"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but as Owner Trustee under that certain Trust Agreement dated as of January 12, 1996 ("Assignee").

RECITALS

A. Assignor has entered into that certain Agreement of Purchase and Sale (the "Purchase Agreement"), dated as of January 12, 1996, between Assignor as "Seller," and Cargill Incorporated, a Delaware corporation, as "Buyer" for purchase of the interests described therein, including a sublessor's interest in the land described in Exhibit A attached hereto (the "Real Property"). Assignee is the designee of the Buyer's rights under the Purchase Agreement.

B. The Purchase Agreement obligates Assignor to assign to Assignee, and Assignee to assume, all of the Assignor's estate, rights, title and interest in and to that certain Lease dated as of June 1, 1994, between Seller, as sublessor, and AmSouth Bank N.A., as tenant, as amended by Amendment No. 1 to Lease dated as of May 25, 1995 (collectively, the "Lease"), as evidenced by a Short Form of Lease recorded June 3, 1994 in Instrument No. 1994-17862.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, sets over and transfers to Assignee, all of Assignor's estate, rights, title and interest as sublessor in, under and to the Lease and to all other rights, benefits and privileges appurtenant thereto. Assignee hereby assumes all of the obligations and liabilities of Assignor under the Lease accruing from and after the date hereof.

2. **No Impairment of Purchase Agreement Provisions.** Nothing contained in this Agreement shall be deemed to limit, expand, waive or otherwise modify any warranty, representation, covenant or indemnification made in the Purchase Agreement by either party thereto and none of such provisions in the Purchase Agreement shall be deemed to have merged into the assignment made by this Agreement.

3. **Binding Effect and Counterpart Execution.** This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their successors and assigns. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. See attached Rider for additional terms.

Inst # 1996-01315

01/16/1996-01315
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 914.50

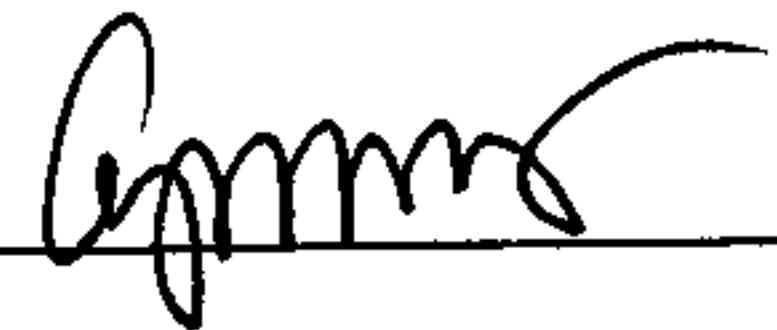
Inst # 1996-01315

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

SUN RIVERCHASE, LIMITED PARTNERSHIP
a California limited partnership

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

By: _____
Title:

ASSIGNEE:

WILMINGTON TRUST COMPANY, a Delaware
banking corporation, not in its individual
capacity, but as Owner Trustee under that certain
Trust Agreement dated as of January 12, 1996

By: _____
Title:

THIS DOCUMENT PREPARED BY:

Ronald B. Merrill
Brownstein Hyatt Farber &
Strickland, P.C.
Twenty-Second Floor
410 Seventeenth Street
Denver, Colorado 80202-4437

AND RETURN TO:

Reed W. Ramsay
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

SUN RIVERCHASE, LIMITED PARTNERSHIP
a California limited partnership

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

By: _____
Title:

ASSIGNEE:

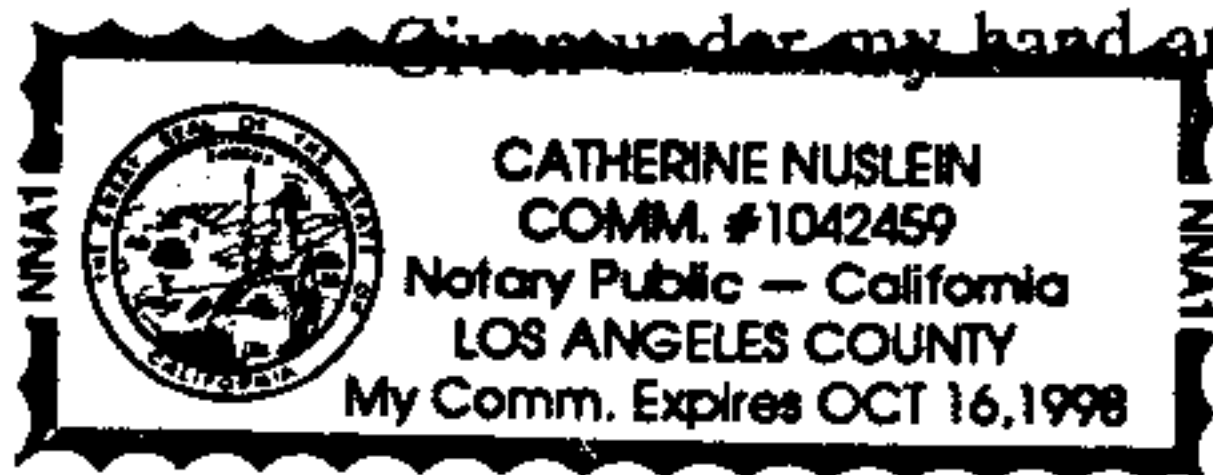
WILMINGTON TRUST COMPANY, a Delaware
banking corporation, not in its individual
capacity, but as Owner Trustee under that certain
Trust Agreement dated as of January 12, 1996

By:  _____
Title: Donald G. MacKelcan
Senior Financial Services Officer

STATE OF California)
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan J. Nussle, whose name as President of Sun Riverchase, Inc., a California corporation, is signed on 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 corporation, as the general partner of Sun Riverchase, Limited Partnership, a California limited partnership.

Given under my hand and official seal this 10 day of January, 1996.



Catherine Nuslein
Notary Public

My commission expires: _____

AFFIX SEAL

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Wilmington Trust Company, a Delaware banking corporation, is signed on 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 corporation, not in its individual capacity, but as Owner Trustee under that certain Trust Agreement dated as of January 11, 1996.

Given under my hand and official seal this ____ day of January, 1996.

Notary Public

My commission expires: _____

AFFIX SEAL

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Sun Riverchase, Inc., a California corporation, is signed on 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 corporation, as the general partner of Sun Riverchase, Limited Partnership, a California limited partnership.

Given under my hand and official seal this ____ day of January, 1996.

Notary Public

My commission expires: _____
AFFIX SEAL

STATE OF Delaware)
COUNTY OF New Castle)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald G. MacKelcan, whose name as Senior Financial Services Officer of Wilmington Trust Company, a Delaware banking corporation, is signed on 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 corporation, not in its individual capacity, but as Owner Trustee under that certain Trust Agreement dated as of January 12, 1996.

Given under my hand and official seal this 10th day of January, 1996.

Kathleen A. Pedelini
Notary Public

KATHLEEN A. PEDELINI
NOTARY PUBLIC

My Commission expires October 31, 1998

My commission expires: _____
AFFIX SEAL

RIDER

It is expressly understood and agreed by and between the parties hereto (i) that this Agreement is executed and delivered by Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of January 12, 1996 with Cargill, Incorporated (the "Trust Agreement") in the exercise of the power and authority conferred and vested in it as such Owner Trustee, (ii) each of the representations, undertakings and agreements made herein by the Owner Trustee are not personal representations, undertakings and agreements of Wilmington Trust Company, but are binding only on the trust estate created pursuant to the Trust Agreement, (iii) nothing contained herein shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenant of the Owner Trustee either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under any such party, and (iv) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expense of the Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under this Agreement.

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 173.00 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

1 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°09'38" 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 East 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.

Inst # 1996-01315

01/16/1996-01315
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 KCD 914.50