

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Archon Financial, L.P., a Delaware limited partnership, with its mailing address at 600 East Las Colinas Boulevard, Suite 450, Irving, Texas 75039 (the "**Assignor**"), does, as of the 5 day of January, 2005, by these presents, and in consideration for the sum of Ten Dollars (\$10.00) paid by Assignee (hereinafter defined) to Assignor, sell, assign, transfer and deliver, without recourse or warranty, even for the return of the purchase price, unto See Exhibit B with its mailing address at Exhibit B (the "**Assignee**"), a certain Assignment of Leases and Rents (the "**Assignment**"), dated April 16, 2004 by Grey Shoal, L.L.C., an Alabama limited liability company (the "**Obligor**"), to Archon Financial, L.P., a Delaware limited partnership, which is recorded on April 19, 2004* in Book -----, Page --- of the Shelby County Land Records in the State of Alabama and affecting the property described on Exhibit A attached hereto and made a part hereof. * as Document# 20040419000200480

To have and to hold the Assignment unto the Assignee, its successors, transferees, representatives and assigns, in full ownership from this date; the Assignor subrogating the Assignee in and to all the rights, liens, privileges, remedies and advantages resulting from the Assignment, said rights, privileges, liens, remedies and advantages to be enjoyed and exercised by the Assignee in the same manner, to all intents and purposes, and to the same effect as the Assignor might itself have enjoyed and exercised them.

This Assignment is executed without recourse to Assignor and without representation, covenant or warranty of any kind whatsoever.

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208-0626-000

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Signature page(s) follow

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first written above.

ARCHON FINANCIAL, L.P.,
a Delaware limited partnership

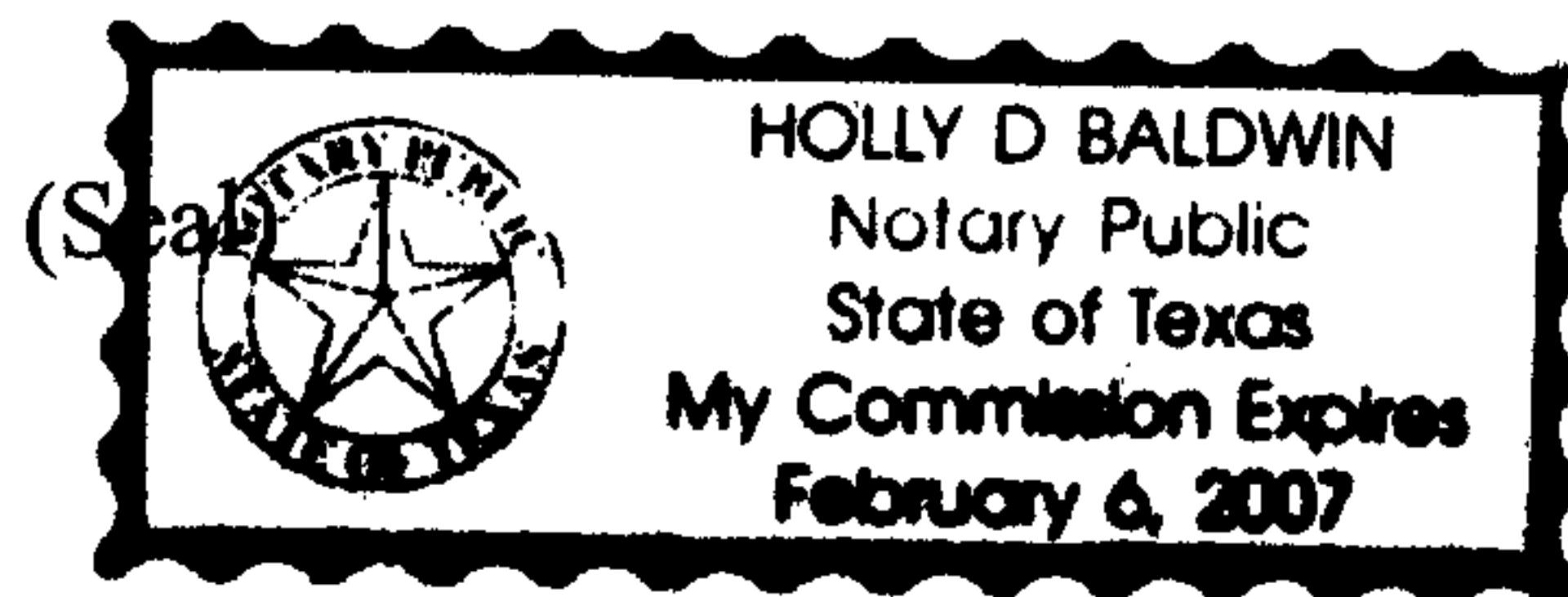
By: ARCHON FINANCIAL, LLC,
a Delaware limited liability company,
its General Partner

By: Joseph M. Osborne
Name: Joseph M. Osborne
Title: General Counsel
Chief Operating Officer

STATE OF Texas

COUNTY OF Dallas

On the 05 day of January, in the year of 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph M. Osborne, personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Holly D Baldwin
NOTARY PUBLIC
My Commission Expires:

Exhibit A
Legal Description

PARCEL I:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section for a distance of 929.67 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 263.72 feet; thence turn an angle to the left of $91^{\circ} 03' 38''$ and leaving said West line run in an Easterly direction for a distance of 672.11 feet; thence turn an angle to the left of $91^{\circ} 13' 01''$ and run in a Northerly direction for a distance of 263.72 feet; thence turn an angle to the left of $91^{\circ} 12' 58''$ and run in a Westerly direction for a distance of 672.83 feet to the point of beginning of the herein described parcel of land.

Parcel II:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section for a distance of 1193.39 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 792.26 feet; thence turn angle to the left of $90^{\circ} 57' 37''$ and leaving said West line run in an Easterly direction for a distance of 669.92 feet; thence turn an angle to the left of $88^{\circ} 53' 00''$ and run in a Northerly direction for a distance of 793.47 feet; thence turn an angle to the left of $91^{\circ} 13' 01''$ and run in a Westerly direction for a distance of 672.11 feet to the point of beginning of the herein described parcel of land.

PARCEL III:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section and the West line of the Northeast quarter of the Southeast quarter of said Section 5 for a distance of 1985.64 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 663.99 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 5; thence turn an angle to the left of $91^{\circ} 02' 37''$ and leaving said West line run in an Easterly direction for a distance of 668.13 feet; thence turn an angle to the left of $88^{\circ} 47' 59''$ and run in a Northerly direction for a distance of 663.05 feet; thence turn an angle to the left of $91^{\circ} 07' 00''$ and run in a Westerly direction for a distance of 669.92 feet to the point of beginning of the herein described parcel of land.

PARCEL IV:

Non-Exclusive easement for the benefit of Parcels I, II, & III for the purpose of slope, drainage and access, as created by those certain easement agreements recorded in Shelby Instrument Number 1996-17259 and Shelby Instrument Number 1996-17260, over, under and across the property described therein.

EXHIBIT B

ASSIGNEE

LASALLE BANK N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF
GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2004-GG2, WHOSE OFFICE IS
LOCATED AT 135 SOUTH LASALLE STREET, SUITE 1625, CHICAGO, ILLINOIS
60603