

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of this 15<sup>th</sup> day of November, 2005, by and between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee pursuant to that certain Trust Agreement dated as of January 12, 1996 ("Assignor") and AmSouth Bank, an Alabama state banking corporation ("Assignee").

### RECITALS

A. Assignor is the lessor of certain real property located in Shelby County, Alabama as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises") pursuant to that certain Lease dated as of June 1, 1994 between Sun Riverchase, as sublessor, and Assignee, as tenant, as evidenced by a memorandum recorded as Instrument Number 1994-17862 and Instrument Number 1995-15289, in the Probate Office of Shelby County, Alabama, as amended by Amendment No. 1 to Lease dated as of May 25, 1995, as assigned to Assignor by that certain Assignment and Assumption of Lease dated January 12, 1996, recorded as Instrument Number 96-01315, in the Probate Office of Shelby County, Alabama (the "Lease").

B. Pursuant to that certain Purchase and Sale Agreement dated October 31, 2005, Assignor has agreed to assign its interest in the Lease to Assignee.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Lease.
2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Lease and assumes and agrees to observe, perform, keep and fulfill all of Assignor's obligations as lessee under the Lease.
3. No Representations and Warranties. This Assignment is made without any representations and warranties with respect to the Lease, express or implied.
4. Release and Indemnification by Assignee. Assignee and any party related to or affiliated with Assignee and its successors and assigns do hereby release and shall indemnify, defend and hold harmless Assignor and any party related to or affiliated with Assignor and their respective successors and assigns from any and all demands and claims at law and at equity arising from or related to the Lease or the Premises (except to the extent directly attributable to the breach by Assignor or any party related to or affiliated with Assignor of any of its obligations under the Lease). The foregoing release and indemnity shall not apply to any breach of any of Assignor's warranties and representations in Section 4.2 of that certain Purchase and Sale Agreement between Assignor and Assignee dated October 31, 2005.
5. Limitation of Owner Trustee Liability. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Wilmington Trust Company, not



individually or personally, but solely as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, pursuant to the Trust Agreement dated as of January 12, 1996 (the "Trust Agreement"), (b) each of the representations, under-takings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Trust created by the Trust Agreement (the "Trust"), (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenant 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 the parties hereto, and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Assignment or any other related documents.

6. Binding Effect. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed original, but all of which shall constitute one and the same instrument.

IN AGREEMENT, Assignor and Assignee have executed and delivered this Assignment as of the date first above written.

*[Signature pages follow]*

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20051115000597570 3/7 \$29.00  
Shelby Cnty Judge of Probate, AL  
11/15/2005 03:28:58PM FILED/CERT

**SIGNATURE PAGE  
TO  
ASSIGNMENT AND ASSUMPTION OF LEASE**

ASSIGNOR:

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

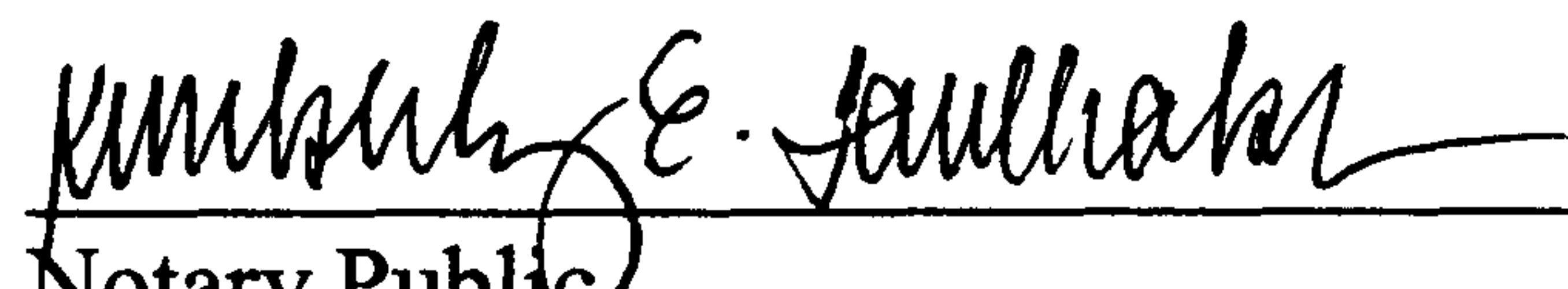
By:   
Name: Tira L. Johnson  
Its: Financial Services Officer

STATE OF DELAWARE )

COUNTY OF NEW CASTLE )

I, Kimberly E. Faulhaber, a Notary Public in and for said County, in said State,  
hereby certify that ~~Tira L. Johnson~~, whose name is signed to the foregoing  
conveyance as Financial Services Officer of Wilmington Trust Company, a Delaware banking  
corporation, not in its individual capacity but solely as Owner Trustee pursuant to that certain  
Trust Agreement dated as of January 12, 1996, and who is known to me, acknowledged before  
me on this day, that, being informed of the contents of this conveyance, he/she, as such  
Financial Services Officer and with full authority, executed the same voluntarily for and as the act of said  
Delaware banking corporation, acting in its capacity solely as Owner Trustee as aforesaid.

Given under my hand and seal this 10 day of November, 2005.

  
Notary Public  
My commission expires: \_\_\_\_\_  
KIMBERLY ELIZABETH FAULHABER  
Notary Public - State of Delaware  
My Comm. Expires April 9, 2007



**SIGNATURE PAGE  
TO  
ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

ASSIGNEE:

AMSOUTH BANK,  
an Alabama state banking corporation

By: [Signature]  
Name: M. Gowan  
Its: SVP

STATE OF Alabama )  
COUNTY OF Jefferson )

I, LaTashia Monique Clay, a Notary Public in and for said County in said State, hereby certify that John McGowan, whose name as Senior Vice President of AMSOUTH BANK, an Alabama state banking corporation, 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/she, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 14th day of November, 2005.

[SEAL]



LaTashia Monique Clay  
Bond No. 68946943N  
Notary Public for the State of Alabama  
Commission Expires: February 18, 2008

[Signature]  
Notary Public  
My commission expires: 2-18-08



## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL I:

#### NORTH BUILDING PARCELS:

A part of Lot 1, AmSouth Riverchase, as recorded in Map Book 18, Page 83, as recorded in the Probate Office of Shelby County, Alabama and being 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.



**SOUTH BUILDING PARCEL:**

A part of Lot 1, AmSouth Riverchase, as recorded in Map Book 18, Page 83, as recorded in the Probate Office of Shelby County, Alabama and being 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.

**PEDESTRIAN BRIDGE PARCEL:**

A part of Lot 1, AmSouth Riverchase, as recorded in Map Book 18, Page 83, as recorded in the Probate Office of Shelby County, Alabama and being 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.

**PARKING DECK PARCEL:**

A part of Lot 1, AmSouth Riverchase, as recorded in Map Book 18, Page 83, as recorded in the



Probate Office of Shelby County, Alabama and being 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.

PARCEL II:

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").

PARCEL III:

TOGETHER WITH, perpetual, non-exclusive access and use easements, on and over the site development situated on Lot 1, AmSouth Riverchase, as recorded in Map Book 18, Page 83, as recorded in the Probate Office of Shelby County, Alabama; 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.