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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED MAIL TO:

Seyfarth Shaw LLP
1545 Peachtree Street, N.E.
Suite 700
Atlanta, Georgia 30309-2401
Attention: Lori H. Whitfield, Esq.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "**Assignment**") dated as of August 31, 2007, is made by PERA LEE BRANCH, INC., a Colorado nonprofit corporation, having offices at 1225 17th Street, Suite 2750, Denver, Colorado 80202 ("**Assignor**"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation having an office at 2200 Ross Avenue, Suite 4900-E, Dallas, Texas 75201 ("**Assignee**"), for the benefit and protection of Assignee as beneficiary under that certain Mortgage and Security Agreement of even date herewith executed by Assignor in favor of Assignee (the "**Mortgage**") and for the benefit and protection of Assignee as payee and holder of the Note (as defined in the Mortgage). All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage.

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor does hereby irrevocably and absolutely SELL, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee all of the right, title, interest, and estates that Assignor may now or later have in, to and under the Leases (including without limitation, any and all Major Leases) and any and all guarantees thereof, now or hereafter entered into, concerning that certain real property, together with any Improvements now or at any time located thereon, located in the County of Shelby, State of Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

TOGETHER, with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, security deposits, termination payments, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the

period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents or other income from the Property, together with any and all rights and claims of any kind that Assignor may have against lessees under the Leases or any subtenants or occupants of the Property, or any part thereof (all such moneys, rights and claims described in this paragraph being hereinafter called the "Receipts");

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive the Receipts.

ASSIGNOR REPRESENTS, WARRANTIES, COVENANTS AND AGREES AS FOLLOWS:

1. Representations and Warranties. Assignor represents and warrants that: (i) Assignor is the owner of the Property, and has good title to the Leases and Receipts and full and complete right to assign the same; (ii) no other Person has any right, title or interest in the Leases or Receipts; (iii) Assignor has duly and punctually performed all and singular the obligations, terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; (iv) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Receipts, whether now due or hereafter to become due; (v) any Receipts for any period of more than thirty (30) days subsequent to the date hereof have not been collected and payment of any of same has not otherwise been anticipated, waived, released, discounted, set off, or otherwise discharged or compromised, except as shown in the rent roll delivered to Assignee in connection with the funding of the Loan (the "Rent Roll"); (vi) the lessees under the Leases ("Lessees") are not in default of any of the terms thereof and do not have any defense, set-off or counter claim against Assignor thereunder; (vii) the Leases are in full force and effect, valid and enforceable in accordance with their terms, and have not been modified, amended or altered, whether in writing or orally, except as otherwise disclosed to Assignee in writing; (viii) there are no unextinguished rent concessions, abatements and/or other inducements relating to the Leases, and no Lessee has any option or right to acquire any interest in the Property, except as reflected in the Leases; and (ix) the Rent Roll discloses all currently existing Leases and is complete, accurate and true in all material respects.

2. Affirmative Covenants. Assignor shall: (i) observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Leases, on the part of Assignor to be kept, observed and performed, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same; (ii) direct the Lessees to deliver all rents and other payments due under the Leases to Assignee upon written request of Assignee following and during the continuance of an Event of Default, and without further action of Assignor; (iii) in writing notify Lessees of this Assignment and that any security deposit, or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be; (iv) enforce or secure in the name of Assignee the performance of each and every obligation, term, covenant, condition and agreement of the Leases to be performed by Lessees; (v) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the

obligations, duties, or liabilities of Assignor and Lessees thereunder; and (vi) upon request by Assignee, to do so in the name and on behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including, attorneys' fees (including, without limitation, court costs, expert witness fees, document reproduction expenses, costs of exhibit preparation, courier charges, postage and communication expenses).

3. Negative Covenants.

(a) With respect to any Lease with a Major Tenant, Assignor shall not, without first obtaining Assignee's prior written consent, (1) amend or modify any such Lease, (2) extend or renew (except in accordance with mandatory actions by the landlord under the existing provisions of such Lease, if any) any such Lease, (3) terminate or accept the surrender of any such Lease, (4) enter into any new Lease with a Major Tenant, or (5) accept any (i) prepayment of rent more than one (1) month in advance, (ii) termination fee, or (iii) similar payment.

(b) With respect to any Lease that is not with a Major Tenant, Assignor may (1) enter into a new Lease (if such new Lease does not give the Tenant any rights, whether in the form of expansion rights, rights of first refusal to lease or purchase, or otherwise, relating to property which is not part of the Property and/or would require Assignor and/or Assignee to possess or control any property other than the Property to honor such rights and/or would grant such Tenant any purchase rights with respect to any portion of the Property), (2) terminate any such Lease, or (3) amend any such Lease (if such amendment does not give the Tenant any rights, whether in the form of expansion rights, rights of first refusal to lease or purchase, or otherwise, relating to property which is not part of the Property and/or would require Assignor and/or Assignee to possess or control any property other than the Property to honor such rights and/or would grant such Tenant any purchase rights with respect to any portion of the Property), provided, that, with respect to all decisions made and all actions taken by Assignor pursuant to (b) (1), (2) and (3) above represent prudent business practices for the benefit of the Property and are on market terms and rents (based on the type, quality and location of the Property) and are bona fide, binding contracts, duly authorized and executed with third-party tenants unrelated to Assignor, any guarantor or indemnitor of the Loan or any of their affiliates. All free rent and similar concessions shall be given only at the beginning of the term of the Lease, there shall be no step down or other decrease in base rent payable over the term of the applicable Lease, there shall be no decrease in the expense stop or change in the base year, and there shall be no economic obligations on the landlord under a Lease beyond maintaining the Property. Any allowance for tenant improvements shall only be given at the beginning of the term of the Lease.

(c) No portion of the Property shall be leased to any party or entity that uses dry cleaning solvents on the Property.

4. Default and Remedies. The occurrence of an Event of Default (as defined in the Mortgage) shall constitute an "Event of Default" hereunder thereby entitling Assignee to declare all Indebtedness immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law or in equity. Specifically, but without limiting the generality of the foregoing, upon or at any time after the occurrence of an

Event of Default, Assignee, at its option, shall have the complete right, power and authority to exercise and enforce any or all of the following rights and remedies:

- (i) to terminate and revoke the license granted to the Assignor hereunder and collect the Receipts, and without taking possession of the Property, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Receipts, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined in Assignee's sole judgment, and including reasonable attorneys' fees (including, without limitation, court costs, expert witness fees, document reproduction expenses, costs of exhibit preparation, courier charges, postage and communication expenses), to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon the Indebtedness and in such order as Assignee may determine in its sole discretion; and
- (ii) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver appointed by a court of competent jurisdiction, and irrespective of Assignor's possession, to enter upon, take possession of, manage and operate the Property, or any part thereof or interest therein, make, modify, enforce, cancel or accept surrender of, any Leases, remove and evict any Lessee, increase or decrease rents under any Leases, decorate, clean and repair any premises under any Leases, and otherwise do any act or incur any costs or expenses as Assignee deems necessary or proper to protect the rights of Assignee therein, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Receipts so collected to the operation and management of the Property, in such order as the Assignee shall deem proper in its sole discretion, including payment of reasonable management, brokerage and attorneys' fees (including, without limitation, court costs, expert witness fees, document reproduction expenses, costs of exhibit preparation, courier charges, postage and communication expenses), payment of the Indebtedness and maintenance, without interest, of reserves for replacements.

Collection of Receipts hereunder, and application thereof as specified above, and/or the entry upon and taking possession of the Property, or any part thereof or interest therein, shall not cure or waive any default or waive, modify or affect any notice of default under any Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. If Assignee shall thereafter elect to discontinue exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default. A demand upon any Lessee made by Assignee for payment of Receipts by reason of any default claimed by Assignee hereunder or under any other Loan Documents shall be sufficient warrant to said Lessee to make future payments of all Receipts to Assignee without the necessity for further consent by Assignor.

In addition, upon the occurrence of an Event of Default, Assignor shall immediately forward and turn over to Assignee all Receipts (including, without limitation, all security deposits and termination payments) then held or thereafter received by Assignor.

5. Grant of License to Assignor. So long as there shall exist no Event of Default, Assignor shall have the right under a license granted hereby (but limited as provided in this paragraph) to collect, but not prior to accrual, all Receipts. Assignor shall receive such Receipts, and shall hold the same, as well as the right and license to receive the same, as a trust fund to be applied, and Assignor shall so apply the same, first to the payment of taxes and assessments upon the Property before penalty or interest are due thereon, second to the cost of such insurance and of such maintenance and repairs as is required by the terms of the Mortgage, third to the satisfaction of all obligations under the Leases, and fourth to the payment of the Indebtedness before using any part of the Receipts for any other purpose.

6. Power of Attorney. Effective automatically upon the occurrence of an Event of Default and continuously thereafter, and without the necessity of the execution of any further documents or instruments, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney, which appointment is irrevocable and coupled with an interest, in the name, place and stead of Assignor, (i) to collect, demand, sue for, attach, levy, recover and receive all Receipts due and payable by Lessees pursuant to the Leases and to give proper notices, receipts, releases and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the Indebtedness, notwithstanding that the amount owing thereunder may not then be due and payable or that the Indebtedness is adequately secured, and Assignor does hereby authorize and direct such Lessees to deliver such payment to Assignee in accordance with the foregoing; and (ii) to subject and subordinate at any time and from time to time, the Leases, to the lien of the Mortgage or any other Loan Documents or any other mortgage or deed of trust on or to any ground lease of the Property or to request or require such subordination, where such reservation, option or authority was reserved under the Leases to the Assignor, or in any case, where the Assignor otherwise would have the right, power or privilege so to do. Assignor hereby ratifies and confirms all acts that Assignee shall do or cause to be done by virtue of the powers granted hereby and warrants that the Assignor has not, on or at any time prior to the date hereof, exercised any such right of subordination under clause (ii) above and covenants not to exercise any such right except as may be required by Assignee. The power of attorney hereunder granted is irrevocable and continuing, shall survive the insolvency or dissolution of Assignor, and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the Indebtedness shall remain unpaid.

7. Indemnity. Assignor shall indemnify, defend, protect and hold Assignee harmless from and against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees (including, without limitation, court costs, expert witness fees, document reproduction expenses, costs of exhibit preparation, courier charges, postage and communication expenses)) that Assignee may or might incur under or by reason of this Assignment, for any action taken by Assignee hereunder, or the enforcement of this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Assignee arising out of the Leases, including any claim by any Lessees of credit from rental paid to and received by Assignor and not applied in accordance with Paragraph 5 (collectively, "**Indemnified Claims**"). If Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof with interest thereon at the Secondary Interest Rate, shall be payable by Assignor immediately upon demand, shall be secured by the Mortgage, and shall be part of the Indebtedness.

Notwithstanding anything to the contrary set forth in this Paragraph 7, Assignor shall not be required to indemnify, defend, protect and hold Assignee harmless from and against any Indemnified Claims if such claims were the result of Assignee's gross negligence or willful misconduct.

8. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any such right, and nothing herein contained, nor anything done or omitted to be done by Assignee pursuant hereto, shall be deemed a waiver by Assignee of any of its rights and remedies under the Loan Documents, or under any applicable laws. The rights of Assignee to collect the Indebtedness and to enforce any security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any action taken hereunder.

9. No Merger. So long as any of the Indebtedness shall remain unpaid, unless Assignee shall otherwise consent in writing, the leasehold estates and the subleasehold estates on the Property, if any, shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estates either in Assignor or in any Lessees or in a third party, by purchase or otherwise.

10. No Mortgagee in Possession; No Other Liability. The acceptance by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deemed or construed to (i) constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Property, (ii) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or (iii) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Property.

11. Payment of Indebtedness. Upon payment in full of all of the Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said Indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may and is hereby authorized to rely thereon.

12. Termination Fees. If (i) Assignor cashes or applies a Security Deposit (as defined in the Note) or receives a Termination Fee (as defined in the Note) in connection with a Lease termination, cancellation, or expiration and (ii) such Security Deposit or Termination Fee is in excess of one month's base rent for the Lease to which such Security Deposit or Termination Fee applies, Assignor hereby assigns any such Security Deposit or Termination Fee to Assignee and further covenants and agrees that it shall pay such Security Deposit or Termination Fee to Assignee to be disbursed by Assignee for the payment of Assignee approved (1) tenant improvements and/or (2) market leasing commissions; provided, however, that if an Event of

Default occurs under the Loan Documents, Assignee, at its option and in its sole discretion, shall have the right to apply all such remaining undisbursed amounts to the Obligations in such order as Assignee in its sole discretion shall determine.

13. Notices. All notices, demands or documents of any kind that Assignee or Assignor may be required or may desire to serve shall be served in the manner provided in the Mortgage.

14. Successors and Assigns; Gender. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

15. Severability. If any term, provision, covenant or condition hereof or any application thereof should be held unenforceable, in whole or in part, all terms, provisions, covenants and conditions hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

17. Expenses. Assignor shall pay on demand all costs and expenses incurred by Assignee in connection with the review of Leases, including the fees and disbursements of Assignee's outside counsel.

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IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor the day and year first above written.

ASSIGNOR:

PERA LEE BRANCH, INC.,
a Colorado nonprofit corporation

By: [Signature]

Name: Meredith Witucki

Title: Vice President

Attest

[Signature]
Signature

Name: Kathryn G. Spritzer

Title: Assistant Secretary

STATE OF Colorado

COUNTY OF Denver

I, Sandra S. Ricicki, a Notary Public in and for said County in said State, hereby certify that Meredith Witucki whose name as Vice President and Kathryn Spritzer whose name as Assistant Secretary of PERA Lee Branch, Inc., a Colorado nonprofit corporation, and are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 28th day of August, 2007
Sandra S. Ricicki
Notary Public

My Commission Expires:

July 8, 2009

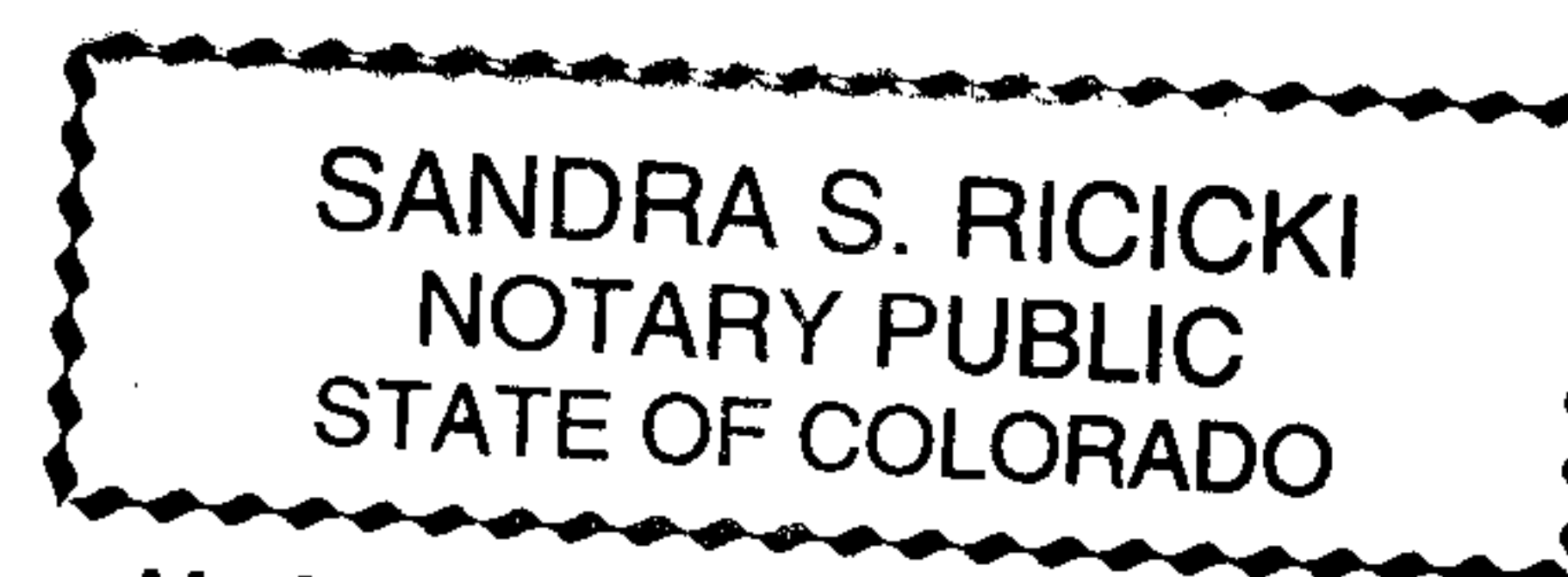


EXHIBIT A

(Property Description)

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STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4, all in Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot 1C of "A Resubdivision of the Village at Lee Branch" as recorded in Map Book 31, Pages 130A and 130B in the office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence proceed N 88°49'06" E along the South line of said Southwest 1/4 of Northeast 1/4 for 204.40 feet to a point on the Westerly right of way margin of U.S. Highway 280 (right of way varies); thence leaving said South line of said Southwest 1/4 of Northeast 1/4 proceed N 07°19'16" W along said Westerly right of way margin for 382.75 feet to a point; thence proceed N 03°59'20" E along said Westerly right of way margin of U.S. Highway 280 for 44.06 feet to a point on the Northern right of way margin of Doug Baker Boulevard, said point being the POINT OF BEGINNING of the herein described parcel of land; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed S 82°20'46" W, along said Northerly right of way margin of Doug Baker Boulevard, for 145.66 feet to an iron pin set; thence proceed S 82°06'07" W for 88.45 feet to an iron pin set on a curve to the left; said curve being non-tangent to the last described course and having a central angle of 41°57'11", a radius of 50.00 feet and a chord which bears N 19°44'50" E for 35.80 feet; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed Northeasterly along the arc of said curve for 36.61 feet to the end of said curve; thence proceed N 01°13'46" W, tangent to last described curve, for 118.44 feet to an iron pin set; thence proceed S 88°46'14" W for 355.00 feet to an iron pin set; thence proceed S 01°06'16" E for 229.00 feet to an iron pin set; thence proceed N 88°46'14" E for 115.57 feet to an iron pin set on the Northerly right of way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left; said curve being non-tangent to the last described course and having a central angle of 17°59'50", a radius of 362.50 feet and a chord which bears S 42°33'12" W for 113.40 feet; thence proceed Southwesterly along said Northerly right of way margin and along the arc of said curve for a distance of 113.86 feet to an iron pin set; thence proceed S 33°33'18" W along said right of way margin of Doug Baker Boulevard and tangent to the last described curve for 110.93 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 45°30'10", a radius of 462.50 feet and a chord which bears S 56°18'22" W for 357.73 feet; thence proceed Southwesterly along said right of way margin of Doug Baker Boulevard and along the arc of said curve for 367.30 feet to the end of said curve; thence proceed S 82°47'09" W along said Northerly right of way margin and along a line that is non-tangent to the last described curve for 118.95 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 76°12'26", a radius of 470.00 feet and a chord which bears N 48°12'39" W for 580.06 feet; thence proceed Northwesterly along

said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 625.13 feet to the end of said curve; thence proceed N 10°06'25"W along said Northerly right of way margin of Doug Baker Boulevard and tangent to the last described curve for 194.85 feet to an iron pin set at the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of 56°30'39", a radius of 605.00 feet and a chord which bears N 38°21'45" W for 572.82 feet; thence proceed Northwesterly along said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 596.71 feet to the end of said curve; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed N 88°45'44" E along a line that is non-tangent to the last described curve for 331.81 feet to an iron pin found; thence proceed N 88°41'32" E for 1335.96 feet to an iron pin found on the East line of said Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West; thence proceed S 00°25'08" E for 520.11 feet to an iron pin set; thence proceed N 88°49'06" E for 165.30 feet to an iron pin set on the Westerly right of way margin of U.S. Highway 280; thence proceed S 03°59'20" W along said Westerly right of way margin of U.S. Highway 280 for 45.70 feet to the POINT OF BEGINNING of the herein described parcel of land.

Said parcel contains 1,111,699.40 Square Feet or 25.521 Acres more or less.



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