

This instrument prepared by:
Phelps Dunbar, L.L.P.
Suite 500, Skytel Centre
200 South Lamar Street
P.O. Box 23066
Jackson, Mississippi 39225-3066
(601) 352-2300

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STATE MS. - DESOTO CO.
FILED
DEC 22 3 00 PM '99

Indexing Instructions:
Part of the NE ¼ of the NE ¼ and
Part of the NW ¼ of the NE ¼ of
S25, T1S, R6W, DeSoto County, MS
and Part of the SW ¼ of the SE ¼
and Part of the SE ¼ of the SE ¼ of
S24, T1S, R6W, DeSoto County, MS

BK 83 PG 741
W.E. DAVIS CH. CLK.]

ASSIGNMENT OF RENTS, LEASES AND PROFITS

HEWSON/PHASE II PARTNERS, L.L.C. (the "Assignor"), in consideration of Ten Dollars (\$10.00) paid by WILLIAMS-SONOMA, INC. ("Williams-Sonoma"), a California corporation, and WILLIAMS-SONOMA RETAIL SERVICES, INC. (the "Company"), a California corporation which is a wholly-owned subsidiary of Williams-Sonoma (Williams-Sonoma and the Company shall be referred to together as the "Assignees"), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby transfers and assigns unto the Assignees, their successors and assigns, all the rights, interest and privileges that the Assignor as successor lessor has and may have in that certain Lease Agreement dated as of November 15, 1999, by and between Hewson/DeSoto Partners, L.L.C. ("Prior Owner") and the Company (the "Lease"), covering the real property situated in DeSoto County, Mississippi, being more particularly described as set forth on Exhibit "A" hereto (the "Mortgaged Property"), and in all future leases or subleases now existing or hereafter made and affecting the Mortgaged Property or any part thereof. The Assignor will, on request of the Assignees, execute assignments of any future leases or subleases affecting any part of the Mortgaged Property, although such assignments shall not be necessary to perfect the assignment of such future leases or subleases.

This assignment is made to secure performance by the Assignor, Hewson Properties, Inc., a California corporation ("HPI") and Gary J. Hewson ("Hewson") (Assignor, HPI and Hewson are hereinafter collectively referred to, jointly and severally, as the "Hewson Parties") of all payment obligations of the Hewson Parties under the Agreement and Indemnification dated December 21, 1999 (the "Agreement and Indemnification"), together with all attorneys' fees, court costs and expenses of whatever kind incident to the collection of all sums due from the Hewson Parties thereunder and the enforcement and protection of the lien of this conveyance. This assignment is intended to be an absolute assignment, subject only to the Assignment of Rents, Leases and Profits dated as of November 15, 1999, between Prior Owner and the Mississippi Business Finance Corporation (the "Issuer"), (the "First Assignment"), which First Assignment has been further assigned by the Issuer to First Tennessee Bank National Association, as trustee (the "Trustee") under that certain Trust Indenture dated as of November 15, 1999, between the Issuer and the Trustee (the "Indenture"), and by Prior Owner to Assignor under that certain Assignment of Deed of Trust and Security Agreement and Assignment of Rents, Leases and Profits dated December 21, 1999. Notwithstanding anything to the contrary, the parties hereto agree that this Assignment and all terms and conditions herein are and shall be in all respects subject to and subordinate to the First Assignment and all renewals, modifications, consolidations and extensions thereof.

Anything herein to the contrary notwithstanding, the Assignor hereby assigns to the Assignees any award made hereafter to it in any court proceedings involving any lessee or sublessee in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all payments made by lessees or sublessees in lieu of rent. The Assignor hereby appoints the

Assignees as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The Assignor, upon the failure of the Hewson Parties to pay amounts when due under Sections 1 and 5 of the Agreement and Indemnification (an "Event of Default"), hereby authorizes the Assignees, at their sole option, to enter and take possession of the Mortgaged Property and to manage and operate the same, to collect all or any rents accruing therefrom, and, subject to the terms of that certain Tenant Estoppel, Subordination, Non-Disturbance and Attornment Agreement dated as November 15, 1999, among the Prior Owner, the Company, the Issuer, and the Trustee, as assigned contemporaneously herewith from Prior Owner to Assignor (the "Non-Disturbance Agreement"), (i) to let or re-let said premises or any part thereof, (ii) to cancel and modify leases and subleases, including the Lease (but only to the extent permitted under the Non-Disturbance Agreement), (iii) to evict tenants, (iv) to bring or defend any suits in connection with the possession of the Mortgaged Property as is appropriate, and (v) to perform such other acts in connection with the management and operation of the Mortgaged Property as the Assignees, in their sole discretion, may deem proper. The Assignees may, at their election, employ agents and independent contractors in connection with the exercise of the Assignees' rights granted above.

Upon the occurrence of an Event of Default, the Assignees shall have the right (in addition to all other rights and remedies) to the appointment of a receiver to collect the rents and profits from the Mortgaged Property, without consideration of the value of the Mortgaged Property and improvements, or the solvency of any person liable for the payment or amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations secured hereby, and the interest thereon.

The receipt by the Assignees of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under any Security Documents (as defined in the Agreement and Indemnification) shall not cure the default resulting in such proceedings nor affect such proceedings or any sale pursuant thereto.

By this Assignment alone, the Assignees shall not be obligated to perform or discharge any obligations or duty to be performed or discharged by the Assignor under the Lease, and the Assignment shall not place responsibility for the control, care, management or repair of the Mortgaged Property upon the Assignees, or make the Assignees responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that it has full right and title to assign the Lease and the rents, income and profits due or to become due thereunder, that the terms of the Lease have not been changed from the terms in the copy submitted to the Assignees for approval, that no other assignment of any interest therein has been made except under the First Assignment, that there are no existing defaults under the provisions thereof, that the Assignor will maintain the Lease in full force and effect throughout its term, and that the Assignor will not hereafter cancel, surrender or terminate the Lease, exercise any option which might lead to such termination, or change, alter it or modify it in any way, consent to the release of the Assignees' interest in it, or enter into any new lease or sublease affecting the Mortgaged Property without the prior written consent of the

Assignees. All subsequent leases or subleases, and any amendments to the Lease, shall be submitted by the Assignor to the Assignees for the Assignees' review and approval.

Assignor hereby authorizes the Assignees to give notice in writing of this Assignment at any time to any lessee or sublessee under any of said leases or subleases. Payment to the Assignees of rents or other proceeds due under the Lease or any sublease shall constitute full acquittance to the party making payment for the amount of such payment.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed an Event of Default hereunder.

Default by the Assignor under any of the terms of the Lease assigned herein shall also be deemed an Event of Default hereunder. Any expenditures (including reasonable attorneys' fees) made by the Assignees in curing such a default on the Assignor's behalf, with interest thereon at ten percent (10%) per annum, shall become part of the debt secured by these presents.

Upon Completion (as defined in the Agreement and Indemnification) and payment by the Hewson Parties of all of their obligations under the Agreement and Indemnification, this Assignment shall be rendered void.

The net proceeds collected by the Assignees under the terms of this instrument shall be applied to reduction of the obligations of the Assignor to them from time to time outstanding and secured by the Security Documents.

The Assignees may, at their option, exercise their remedies under the Agreement and Indemnification, the Second Deed of Trust or any of the other Security Documents, either concurrently or independently, and in such order as the Assignees may determine. All rights, remedies and recourse therein or otherwise provided by law or in equity (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against the Assignor or others obligated for the obligations secured thereby, or any part thereof or against any one or more of them, or against the real or personal property encumbered thereby, at the sole discretion of the Assignees, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by the Assignor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Mortgaged Property and any assignee of the Agreement and Indemnification referred to herein.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officers as of the date first above written.

HEWSON/PHASE II PARTNERS, L.L.C.

By: Hewson Properties, Inc.,
Its Manager

By: Robert Myers

Its: ROBERT MYERS, VP/CEO

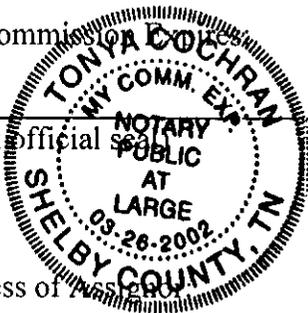
STATE OF TENNESSEE

COUNTY OF SHELBY

On this 21 day of December, 1999, personally appeared before me, a notary public in and for the above jurisdiction, Robert Myers, who acknowledged himself to be the VP/CFO of Hewson Properties, Inc., a California corporation, which corporation is the manager of HEWSON/PHASE II PARTNERS, L.L.C., an Arizona limited liability company (the "Assignor"), and that for and on behalf of said corporation and as its act and deed as manager of the Assignor and for and on behalf of the Assignor and as its act and deed, he executed the foregoing instrument, after having first been duly authorized by said corporation and Grantor so to do.

My Commission Expires

(Affix Official Seal)



Tonya S. Cochran
Notary Public

Address of Assignor:

Hewson/Phase II Partners, L.L.C.
c/o Hewson Properties, Inc.
4636 East University Drive, Suite 265
Phoenix, Arizona 85034
Phone: (480) 829-1773

Address of Assignees:

Williams-Sonoma, Inc.
3250 Van Ness Avenue
San Francisco, CA 94109
Attn: Chief Executive Officer
Phone: (415) 421-7900

Williams-Sonoma Retail Services, Inc.
c/o Williams-Sonoma, Inc.
3520 Van Ness Avenue
San Francisco, CA 94109
Attn: Chief Executive Officer
Phone: (415) 421-7900

EXHIBIT "A"

TRACT I:

LOCATED IN DESOTO COUNTY, MISSISSIPPI:

BEING A SURVEY OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S89°32'11"W ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE S00°31'04"E ALONG A LINE THAT IS 80.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 491.49 FEET TO A POINT; THENCE S89°13'30"W A DISTANCE OF 1964.19 FEET TO A POINT; THENCE N00°46'30"W A DISTANCE OF 1351.48 FEET TO A POINT; THENCE N89°13'30"E A DISTANCE OF 1965.03 FEET TO A POINT; THENCE S00°51'56"E ALONG A LINE THAT IS 80.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 860.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,656,423 SQUARE FEET OR 60.983 ACRES.

TRACT II:

The rights benefitting and burdening the foregoing Tract I created by (a) the Reciprocal Storm Water Detention and Drainage Agreement recorded on December 11, 1998, at 2:57 p.m. in Book 79, Page 486, of the Chancery Clerk's Office, DeSoto County, Mississippi, and re-recorded on January 21, 1999, at 4:14 p.m. in Book 80, Page 182 in said Chancery Clerk's Office and (b) the Reciprocal Connector Easement recorded on December 11, 1998, at 3:00 p.m. in Book 079, Page 511, of the Chancery Clerk's Office, DeSoto County, Mississippi.