

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of September, 1996, by and among **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (hereinafter called the "Lender"), Gresham, Smith and Partners, a corporation (hereinafter called the "Tenant") and Daniel Meadow Brook 600 Limited Partnership (hereinafter called the "Landlord").

W I T N E S S E T H:

WHEREAS, (on August 30, 1996 /on or about the date hereof), Landlord has entered into and delivered that certain Mortgage and Security Agreement in favor of Lender to be recorded in the Office of the Clerk of the Court of Shelby County, Alabama (said Mortgage and Security Agreement being hereinafter called the "Security Deed"), conveying the property described therein, which is located at 600 Corporate Parkway, Shelby County, Alabama and commonly known as Meadow Brook 600 Office Building, to secure the payment of the indebtedness described in the Security Deed;

WHEREAS, Landlord and Tenant made and entered into that certain Lease, dated the 1st day of August, 1989, with respect to certain premises therein described, known as Suite No. 200 (said Lease being hereinafter called the "Lease"; said premises being hereinafter called the "Leased Premises"); and

WHEREAS, the parties hereto desire to enter into this Non-Disturbance, Attornment and Subordination Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, Lender, Tenant and Landlord hereby covenant and agree as follows:

1. Non-Disturbance. So long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the lessor under the Lease to terminate the Lease or would cause, without any further action on the part of Landlord, the termination of the Lease or would entitle such lessor to dispossess the lessee thereunder, the Lease shall not be terminated, nor shall such lessee's use, possession or enjoyment of the Leased Premises be interfered with nor shall the leasehold estate granted by the Lease be affected in any other manner, in any exercise of the power of sale contained in the Security Deed, or by any foreclosure or any action or proceeding instituted under or in connection with the Security Deed or in case the Lender takes possession of the property described in the Security Deed pursuant to any provisions thereof, unless the lessor under the Lease would have had such right if the Security Deed had not been made, except that the person or entity acquiring the interest of the lessor under the Lease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter called the "Purchaser")

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shall not be (a) liable for any act or omission of any prior lessor under the Lease; or (b) subject to any offsets or defenses which the lessee under the Lease might have against any prior lessor under the Lease; or (c) bound by any base rent, percentage rent or any other payments which the lessee under the Lease might have paid for more than the current month to any prior lessor under the Lease; or (d) bound by any amendment or modification of the Lease made without Lender's prior written consent; or (e) bound by any consent by any lessor under the Lease to any assignment of the lessee's interest in the Lease made without also obtaining Lender's prior written consent.

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2. Attornment. If the interests of the lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Security Deed, or by any foreclosure or other proceeding for enforcement of the Security Deed, the lessee thereunder shall be bound to the purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the lessor under the Lease, and Tenant, as lessee under the Lease, does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its lessor under the Lease. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of the lessor under the Lease. The respective rights and obligations of Purchaser and of the lessee under the Lease upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease except as otherwise expressly provided herein.

3. Subordination. Tenant hereby subordinates all of its right, title and interest as lessee under the Lease to the right, title and interest of the Lender under the Security Deed and Tenant further agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Security Deed, and to any and all increases, renewals, modifications, extension, substitutions, replacements and/or consolidations of the Security Deed.

4. Notice of Default by Lessor. Tenant, as lessee under the Lease, hereby covenants and agrees to give Lender written notice properly specifying wherein the lessor under the Lease has failed to perform any of the covenants or obligations of the lessor under the Lease, simultaneously with the giving of any notice of such default to the lessor under the provisions of the Lease. Tenant agrees that Lender shall have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or

remedied, each such default before the lessee under the Lease may take any action under the Lease by reason of such default. Such notices to Lender shall be delivered in duplicate to:

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attn: Executive Vice President
Real Estate Investments

and

Metropolitan Life Insurance Company
303 Perimeter Center North
Suite 600
Atlanta, Georgia 30346
Attn: Vice President

or to such other address as the Lender shall have designated to Tenant by giving written notice to Tenant at SAME or to such other address as may be designated by written notice from Tenant to Lender.

5. No Further Subordination. Landlord and Tenant covenant and agree with Lender that there shall be no further subordination of the interest of lessee under the Lease to any Lender or to any other party without first obtaining the prior written consent of Lender. Any attempt to effect a further subordination of lessee's interest under the Lease without first obtaining the prior written consent of Lender shall be null and void.

6. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

7. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Security Deed.

8. Title of Paragraph. The titles of the paragraphs of this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

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

10. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord. The reference contained to successors and assigns of Tenant is not intended to constitute and does not constitute a consent by Landlord or Lender to an assignment by Tenant, but has reference only to those instances in which the lessor under the Lease and Lender shall have given written consent to a particular assignment by Tenant thereunder.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day, month and year first above written.

TENANT:

GRESHAM, SMITH AND PARTNERS

By: Kevin S. Miller
Its: Partner

LANDLORD:

DANIEL MEADOW BROOK 600 LIMITED PARTNERSHIP

By: Daniel Realty Investment Corporation - MB600

By: [Signature]
Its: Vice President

LENDER

Metropolitan Life Insurance Company
a New York Corporation

By: [Signature] MB
Its: VICE PRESIDENT JSW

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that KEVIN S. MILLEN whose name as PARTNER of GRESHAM, SMITH & PARTNERS 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

19th Given under my hand and Official Seal at office this day of September, 1996.

My Commission Expires: 6-8-2000

Adelle C. Bookbaker
Notary Public

STATE OF Alabama) on behalf of Daniel Meadow Brook Co.
COUNTY OF Shelby) Limited Partnership

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jack R. Peterson whose name as Vice President of Daniel Realty Investment Corporation, a 18600 Alabama 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

19th Given under my hand and Official Seal at office this day of September, 1996.

My Commission Expires:

Shirley D. Ellis
Notary Public

STATE OF GEORGIA)
COUNTY OF DEKALB)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert P. Edwards whose name as Vice President of Metropolitan Life Insurance Company, a New York 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

1st Given under my hand and Official Seal at office this day of October, 1996.

My Commission Expires:

February 18, 1997.

Patricia A. Proctor
Notary Public

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