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THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT is dated as of September 1, 1987 (together with all amendments and supplements hereto, called this "Indenture"), from DANIEL U.S. PROPERTIES, LTD., a Virginia limited partnership ("Fee Owner"), and DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP" ("Grantor"), both having an address c/o Stephen R. Monk, General Counsel, Daniel Realty Corporation, 10 Inverness Center Parkway, P.O. Box 43250, Birmingham, Alabama 35243-0250, as grantor, to UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and USF&G REALTY, INC., a Delaware corporation, both having an address at 100 Light Street, Baltimore, Maryland 21202 (collectively, the "Mortgagee"), as Mortgagee.

PRELIMINARY STATEMENT

The defined terms used in this Indenture, if not elsewhere defined herein, have the meanings set forth in Article I. Neither the Fee Owner, Grantor nor any partner of Fee Owner or Grantor by virtue of the execution and delivery of this Indenture, is undertaking any personal liability for the payment of the Notes or performance of the provisions of the Loan Documents. The Mortgaged Estate shall be and remain subject to the lien of this Indenture, unless released pursuant to a specific provision hereof, and shall constitute security for the Notes so long as any of the Notes shall remain outstanding. The Grantor is duly authorized to issue the Notes and to execute and deliver this Indenture and has taken all action required by law and all authorizing action and has obtained all necessary consent, approval and other authorization of any person.

NOW, THEREFORE, the Fee Owner and Grantor, in consideration of the making of a loan by Mortgagee to Grantor in the amount of up to Twenty-Three Million Five Hundred Thousand and No/100 Dollars (\$23,500,000.00) (the "Loan"), evidenced by the Notes, and the acceptance of the Notes by the Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which the Fee Owner and Grantor hereby acknowledge, and in order to secure the payment of all sums payable on the Notes, the Assignment, this Indenture, and all future indebtedness of Grantor to Mortgagee and the performance of the obligations of the Grantor set forth in the Notes, the Assignment, and this Indenture, have executed and delivered this Indenture, and have Granted and by this Indenture do hereby irrevocably Grant bargain, sell, alien, remise, release, confirm and convey unto the Mortgagee and its successors and assigns, with right of entry and possession as

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provided herein, all of their respective estate, right, title and interest in all of the property described in the following Granting Clauses.

Granting Clauses

(a) The Property and all the tenements, hereditaments, easements, rights, privileges and appurtenances in and to the Property, including, without limitation, all right, title and interest of Fee Owner and Grantor in and to any streets, ways, alleys, vaults, water, water rights, gores or strips of land adjoining the Land Parcel, all claims or demands of Fee Owner and Grantor in law or in equity, in possession or expectancy of, in and to the Property, and all right, title and interest of Fee Owner and Grantor in and to all rents, profits, revenues, issues and other income of any kind from and in respect of the property described above in this Granting Clause (a) and the present and continuing right to collect all such items, it being the intention of the parties that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or is hereafter acquired by Fee Owner and Grantor and is affixed, attached or annexed to the Land Parcel and Improvements shall constitute a portion of the Mortgaged Estate and the security subject to the lien of this Indenture;

(b) all fixtures, equipment, machinery, apparatus, fittings, appliances, building materials and other articles of personal property now or hereafter ordered for eventual delivery to the land described above, whether or not delivered thereto, or now or hereafter located at, attached to, placed upon or used or usable in connection with any present or future operation or occupancy of the Land Parcel and now owned or hereafter acquired by Fee Owner and Grantor and all proceeds thereof including, without limitation, all heating, lighting, incineration, engines, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications, air-conditioning and power equipment; all gas, water and electrical equipment; all pipes, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, draperies, curtains, fans, television sets, furniture, furnishings, floor coverings, screens, storm doors and windows, ranges, refrigerators, dishwashers, washers, dryers, cabinets, partitions, ducts, compressors, landscaping, swimming pools, lawn and garden equipment, and security systems; all equipment installed or to be installed or used or useable in the operation of the Improvements or appurtenant facilities erected or to be erected on the Land Parcel, and all additions thereto and replacements thereof; all of which shall be deemed to be

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fixtures and part of the Land Parcel, but whether or not of the nature of fixtures, shall constitute part of the security under this Indenture, excluding, only personal property owned by or leased from any third party contractor or owned or leased by any tenant actually occupying all or part of the real property described above;

(c) all proceeds derived from any taking by condemnation or eminent domain proceedings or transfer in place or in anticipation thereof of all or any part of the property described in these Granting Clauses;

(d) all leases and licenses now existing or hereafter made of any property described in these Granting Clauses and the rents therefrom, any award made hereafter to Fee Owner or Grantor in any court procedure involving any lessee or licensee of such property in any bankruptcy, insolvency or reorganization proceeding in any court, and any payment made by any lessee or licensee in place of rent for any such property, including all Leases, rents and amounts assigned pursuant to the Assignment;

(e) all construction or improvement work in progress on any of the property described above;

(f) all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments thereunder, relating or appertaining to the Property described above and other property and its development, occupancy and use; and

(g) any and all moneys and other property which may from time to time become subject to the lien of this Indenture or which may come into the possession or be subject to the control of the Mortgagee pursuant to this Indenture or any instrument included in the Mortgaged Estate. All property hereafter acquired by the Fee Owner or Grantor and required to be subjected to the lien of this Indenture or intended so to be shall be subject forthwith to the lien of this Indenture upon the acquisition thereof by the Fee Owner or Grantor as if such property were now owned and were specifically described in this Indenture and granted hereby or pursuant thereto. The Fee Owner and Grantor hereby authorize the Mortgagee to receive any and all such property as and for additional security for the payment of the Notes and all other sums or obligations secured or intended to be secured by this Indenture.

TO HAVE AND TO HOLD the Mortgaged Estate and all parts thereof unto the Mortgagee and its successors and assigns forever subject, however, to the terms and conditions herein.

Provided, however, that these presents are upon the condition that, if Grantor shall pay or cause to be paid to the Mortgagee the principal, interest, additonal interest and premium, if any, payable in respect to the Notes, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Grantor, and shall keep, perform and observe all and singular the covenants and promises in the Notes, this Indenture, and in all of the other Loan Documents, and any renewal, extension or modification thereof, expressed to be kept, performed, and observed by and on the part of the Grantor, all without fraud or delay, then this Indenture, and all the properties, interest and rights hereby granted, bargained and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

ARTICLE 1

Defined Terms

Unless the context otherwise specifies or requires, the following terms shall have the meanings specified (such definitions to be applicable equally to singular and plural nouns and verbs of any tense):

"Assignment" means the Assignment of Leases, Rents and Profits dated as of this date from the Grantor to the Mortgagee, relating to the Leases, as amended or supplemented from time to time and permitted hereby or thereby.

"Certificate and Agreement" means the Certificate and Agreement dated this date between the Grantor, the general partners of Grantor and the Mortgagee limiting transfer of the interest and control of the Grantor, the general partners of Grantor and Daniel Equity Partners, L.P., a Virginia limited partnership.

"Closing Date" means the date of this Indenture.

"Commitment" means the Commitment dated May 28, 1987 between the Grantor and the Mortgagee and accepted and agreed to by the Grantor effective June 4, 1987.

"Corporate Office" means the principal corporate office of the Mortgagee. On the date of the delivery of this

Indenture, the principal corporate office is located at United States Fidelity and Guaranty Company, 100 Light Street, Baltimore, Maryland 21202, Attention: James M. Raley, Jr.

"Default" means (i) any act or occurrence which, with notice or lapse of time, or both, would provide Mortgagee with the right to exercise a remedy permitted under this Indenture and (ii) any act or occurrence which, with notice or lapse of time, or both, would provide a Person with the right to exercise a remedy under the instrument pursuant to which the default has occurred.

"Event of Default" means any occurrence or act of the character specified in Section 7.1.

"Fee Owner" means Daniel U.S. Properties, Ltd., a Virginia limited partnership.

"Grant" means create a security interest in, mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey.

"Grantor" means Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One, Limited Partnership".

"Impositions" means all governmental impositions, taxes, assessments (including assessments levied by Meadow Brook Corporate Park South Association, Inc., an Alabama not-for-profit corporation), ground rents, water and sewer charges, excises, license fees, and all other fees and charges of any kind which at any time when this Indenture is in effect may be assessed or imposed on or be a lien upon the Notes or the Mortgaged Estate or any part thereof, or any occupancy, use or possession of the Mortgaged Estate or any part thereof.

"Improvements" means all buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land Parcel including, without limitation, all building materials, building equipment and building fixtures of every kind and nature (but excluding any inventory, trade fixtures, machinery, equipment or other personal property belonging to tenants of the Property or third party contractors of Grantor) on the Land Parcel or in any such building, structure or other improvements.

"Institutional Investor" means (i) any bank or trust company or national banking association, acting on its own account or in a fiduciary capacity; (ii) any charitable foundation, fraternal order, church, insurance company, college

or university; (iii) any pension, retirement or profits sharing trust or fund for which any bank, savings and loan association, trust company, national banking association or investment advisor registered under the Investment Advisers Act of 1940, as amended, is acting as trustee or agent; (iv) any self-managed pension trust having total assets in excess of \$50,000,000; (v) any investment company as defined in the Investment Company Act of 1940, as amended; (vi) any governmental employees' pension or retirement system, or any other governmental agency supervising the investment of public funds; or (vii) any real estate investment trust, as defined in Section 856 of the Internal Revenue Code of 1986, as amended.

"Land" or "Land Parcel" means:

(i) that tract of land consisting of approximately 8.317 acres leased by Grantor, as tenant, from Fee Owner, as landlord, pursuant to a Ground Lease dated as of September 1, 1985 and recorded among the Land Records of Shelby County, Alabama in Book 64, Page 132, as amended by a First Amendment to Ground Lease dated as of April 1, 1986 and recorded in such Land Records in Book 95, Page 839 (the "Building One Ground Lease"), located on the west side of South Highway 280 in the Meadow Brook planned community, approximately nine miles southeast of Birmingham, Alabama in north Shelby County and described in Schedule A to this Indenture ("Building One Land"); and,

(ii) that tract of land consisting of approximately 10.253 acres leased by Grantor, as tenant, from Fee Owner, as landlord, pursuant to a Ground Lease dated as of April 1, 1986 and recorded among the Land Records of Shelby County, Alabama in Book 95, Page 848 (the "Building Two Ground Lease"), located on the west side of South Highway 280 in the Meadow Brook planned community, approximately nine miles southeast of Birmingham, Alabama in north Shelby County and described in Schedule A-1 to this Indenture ("Building Two Land").

"Lease" means any lease, license, permit or other agreement permitting use of the Property or any portion thereof by a Person or entity other than Grantor.

"Lien of this Indenture" and terms of like import mean the security, title or other interest or charge Granted to the Mortgagee by this Indenture, including the after-acquired property clauses hereof, or subsequently Granted hereunder or pursuant hereto to the Mortgagee, whether by the Fee Owner, Grantor or any other person, or otherwise created, which effectively constitutes any property which is a part of the security held by the Mortgagee for the benefit of Registered Owners of the Notes.

"Loan Documents" means this Indenture, the Notes, the Assignment and the Certificate and Agreement.

"Mortgagee" means, collectively, United States Fidelity and Guaranty Company, a Maryland corporation, and USF&G Realty, Inc., a Delaware corporation.

"Mortgaged Estate" means all moneys and other property subject or intended to be subject to the lien of this Indenture at any time, including, without limitation, the Property, all Leases and all other property and interest therein listed in the Granting Clauses of this Indenture. The phrase "Mortgaged Estate" includes any part of the Mortgaged Estate.

"Notes" means the Secured Notes from time to time issued and, unless the context otherwise requires, outstanding under this Indenture by the Grantor, one payable to United States Fidelity and Guaranty Company in the original principal amount of \$17,666,667.00, and a second payable to USF&G Realty, Inc. in the original principal amount of \$5,833,333.00.

"Outstanding" means, with reference to the Notes, as of any particular time, all Notes theretofore issued pursuant to this Indenture, except (i) Notes theretofore cancelled by the Mortgagee or surrendered to such Mortgagee for cancellation; (ii) Notes theretofore paid in full or Notes required to be prepaid in full within 30 days thereafter, provided that, in the case of Notes so to be prepaid, the Mortgagee holds pursuant to this Indenture cash sufficient for such prepayment thereof; (iii) Notes in exchange or substitution for which other Notes shall theretofore have been issued pursuant to Section 2.6; and (iv) Notes registered in the name of the Grantor, its successor or assigns, or any nominee or affiliate of any thereof, and with respect to the Grantor, its successor or assigns, of any successor to their respective interests in any Property.

"Payment Dates" means each monthly or other periodic date during the period when payments of principal or interest is due in accordance with the terms of the Secured Notes.

"Permitted Exceptions" means:

(a) easements, rights-of-way, encroachments, encumbrances, servitudes, other similar reservations, rights and restrictions and other minor defects and irregularities in the title to the Property, none of which materially lessens the value of the Property or materially impairs the use thereof for the purposes held by the Grantor, and each of which is approved by the Mortgagee;

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(b) the right reserved to or vested in any municipality or public authority by the terms of any power, franchise, grant, license, permit, provision of law, zoning law, use regulation or other right to terminate such right or to condemn, appropriate, recapture or designate a purchaser of the Property;

(c) any liens for taxes, assessments (including assessments levied by Meadow Brook Corporate Park South Association, Inc., an Alabama not-for-profit corporation) and other governmental charges and any liens of mechanics and materialmen for work or services performed or material furnished in connection with the Property which are not due and payable, for which, as to mechanics' or materialmen's liens, Grantor has delivered to the Mortgagee a payment bond therefor satisfactory to the Mortgagee, or, as to governmental charges, the amount or validity of which are being contested at the time pursuant to Section 3.8 of this Indenture by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of such Property or any interest therein to satisfy such taxes;

(d) the exceptions set forth in the policies of mortgage title insurance, or commitments therefor, delivered pursuant to the Commitment and relating to the Property and each of which is approved by the Mortgagee; and

(e) the lien of this Indenture and any rights granted hereby.

"Person" means an individual, partnership, corporation, trust, estate, unincorporated association, syndicate, joint venture or organization, or a government or any department or agency thereof.

"Proceedings" means any suit in equity, action at law or other judicial or administrative proceeding.

"Property" means, collectively, the Land Parcel, together with the Improvements located thereon and all of the other property described in Granting Clause (a) relating to the Land Parcel and the Improvements located thereon.

"Register" means the register maintained for the registration and transfer of the Notes in accordance with Section 2.3.

"Registered Owner" means the person in whose name a Note is registered in the Register, including any person registered as "pledgee". A "pledgee" of a Note and the Registered Owner of the same Note may vote only to the same

extent and in the same manner as the Registered Owner would be entitled to vote if there were no "pledgee."

"Registrar" means the office maintaining the Register for the registration and transfer of the Notes in accordance with Section 2.3. On the date of the delivery of this Indenture, the Registrar is located at: Mercantile-Safe Deposit and Trust Company, 2 Hopkins Plaza, Baltimore, Maryland 21201, Attention: Corporate Trust Department.

"Secured Notes" means the 8.50% Secured Notes, Series A, due September 1, 2007 of the Grantor, issued pursuant to Section 2.1, and all Notes issued in exchange or substitution therefor pursuant to Section 2.6.

ARTICLE 2

The Notes

Section 2.1. The Secured Notes. (a) The Secured Notes shall be designated as the "8.50% Secured Notes Series A due September 1, 2007" in the maximum aggregate original principal amount of \$23,500,000, and are issued as one payable to United States Fidelity and Guaranty Company in the original principal amount of \$17,666,667.00, and a second payable to USF&G Realty, Inc. in the original principal amount of \$5,833,333.00.

(b) The Secured Notes shall be dated the Closing Date. The outstanding principal balance under the Notes and all accrued and unpaid interest thereon, including any additional interest payable pursuant to the Notes, if not sooner paid, is due and payable on the date (the "Maturity Date") which is the earliest to occur of (i) the date of closing of a sale, transfer, refinancing or other event which requires the payment of additional interest, other than additional interest based on Net Cash Flow (as defined in the Notes) (ii) the date on which the Notes must be repaid by reason of the exercise of Mortgagee's call option or the election of the Grantor to prepay the Notes, or (iii) the twentieth (20th) anniversary of this Indenture (or if such 20th anniversary does not fall on the first day of a month, the first day of the month following the month in which such 20th anniversary occurs).

Section 2.2. Payment of Notes. (a) The principal of, premium, if any, and interest on the Notes shall be payable at the Registrar's Office in lawful money of the United States of America, against presentation of the Notes for notation of the

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payment or prepayment made thereon or, in the case of a payment or prepayment which will discharge all indebtedness of the Grantor evidenced thereby, against surrender thereof.

(b) As an alternative to the means of payment set forth in Section 2.2(a), if the Grantor shall file with the Registrar an executed copy of an agreement between the Grantor and the Registered Owner of any Note, or the party for whom such Registered Owner is a nominee, to the effect that (i) the Grantor will pay all amounts which become due and payable on such Note, except a payment or prepayment of principal which will discharge all indebtedness of the Grantor evidenced by such Note, by bank wire transfer of the Grantor duly made to such Registered Owner at its address or to its account appearing on the Register, without presentation of such Note to such Registrar, and (ii) such Registered Owner will not sell, transfer or otherwise dispose of such Note other than as provided in Section 2.6, the Registrar shall, until such Note has been transferred on the Register, pay in accordance with the provisions of such agreement any amounts received by it as agent for the Registered Owners of the Notes.

Section 2.3. The Register. The Registrar shall keep one or more books (the "Register") for the registration of the Notes, including all transfers, and the names and addresses of the Registered Owners of the Notes, and the separate pledges of the interests in the Notes pursuant to the Commitment. The Grantor and Mortgagee hereby appoint the Registrar its registrar to keep the Register.

Section 2.4. Registration and Execution of Notes. All notes shall be registered in the denomination of \$1,000,000 or any amount in excess thereof. A general partner of Grantor shall sign the Notes on behalf of Grantor.

Section 2.5. Certificate of Authentication. No Note shall be valid or become obligatory for any purpose to be binding upon the Grantor, or be entitled to the benefits and security of this Indenture, unless and until the Registrar has authenticated the Note by execution of the certificate of authentication thereon in the form prescribed in this Indenture. The authentication and delivery by such Registrar of any Note shall be conclusive and the only competent evidence that such Note has been duly issued and is entitled to the benefits and security of this Indenture.

Section 2.6. Transfers and Exchanges. (a) Notes shall be transferred or exchanged only on the Register. Any Note, upon surrender to the Registrar may be transferred or exchanged for one or more Notes of the same series, terms and aggregate original principal amount, as requested by the

Registered Owner thereof, provided that in the case of a transfer to a third party, the Note to be transferred shall be accompanied by an instrument of transfer satisfactory to the Registrar, and provided further that in the case of a requested exchange or transfer of a lost, destroyed or stolen Note, such Registered Owner shall not be required to surrender such Note, but shall furnish to the Grantor and the Registrar such indemnity (which, if such Registered Owner shall be the Mortgagee or an Institutional Investor, or an affiliate or nominee thereof, shall consist only of an agreement to indemnify the Grantor and the Registrar against loss or liability in connection with the issuance of a new Note) and such evidence of loss, destruction, theft and ownership as they may reasonably require. The Grantor shall execute, and the Registrar shall authenticate and deliver, new Notes, of like series and terms in the requested denominations, for the same aggregate original principal amount, and registered in the requested name. The Registrar need not transfer any Note on the Register during the period of the 10 days next preceding any Payment Date. Such Registrar shall cancel all old Notes replaced by new Notes.

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(b) The Registrar shall mark on each such new Note (i) the principal amount of such new Note, (ii) the date to which interest is paid on the surrendered Note, and (iii) the amount of all payments and prepayments of principal previously made on the surrendered Note which are allocable to such new Note. Each payment payable on such new Note shall bear the same proportion to the corresponding payment on the Notes so surrendered as the principal amount of such new Note bears to the principal amount of the surrendered Notes. Interest shall be deemed to have been paid or accrued, as the case may be, on such new Note to the date to which interest shall have been paid or shall have accrued, as the case may be, on the surrendered Notes. All payments and prepayments of principal marked on such new Note shall be deemed to have been made thereon. Such new Note shall be dated the date of the surrendered Notes. No service charge shall be made for any exchange or transfer of Notes, but the Grantor may require payment of a sum to cover any tax or governmental charge that may be imposed with respect thereto. Mortgagee shall bear all costs, expenses and taxes, if any, of the Register, the Registrar and for the transfer of any Notes as provided herein. All Notes issued in exchange or substitution for Notes so surrendered shall be valid obligations of the Grantor, evidencing the same debt as the Notes surrendered and shall be entitled to the benefits and security of this Indenture.

Section 2.7. Registrar as Agent. The Registrar shall be the agent of the Registered Owners of the Notes for the payment, registration, transfer and exchange of Notes. Subject

to the provisions of Section 2.2(b), Notes may be presented for payment at or sent to the Corporate Office.

Section 2.8. Registered Owner. The Grantor and the Registrar shall deem and treat the Registered Owner of any Note, including any person registered "as pledgee", as the absolute owner thereof, whether or not such Note shall be overdue, for the purpose of receiving payments of principal, premium, if any, and interest on such Note and for all other purposes, and neither the Grantor nor the Registrar shall be affected by any notice to the contrary. All such payments made to or upon the order of such Registered Owner, including, payments made to the Registrar, as agent for the Registered Owners of the Notes, shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the amount so paid.

Section 2.9. Cancellation of Notes. The Registrar shall cancel all Notes surrendered to such Registrar for the purpose of payment, prepayment, transfer or exchange. Such Registrar shall hold all cancelled Notes until discharge of this Indenture and then either shall deliver such cancelled Notes in the manner necessary to effect the discharge and release of this Indenture or, if no such delivery is necessary, shall deliver such cancelled Notes to the Grantor.

ARTICLE 3

Particular Covenants of the Grantor

The Grantor and Fee Owner (to the extent specifically set forth in Section 3.1 below), hereby represent, warrant, covenant and agree as follows:

Section 3.1. Title to the Mortgaged Estate and Use Thereof. (a) Fee Owner has good and marketable fee simple title to the Land Parcel, and Grantor has good and marketable (i) leasehold title to the Land Parcel pursuant to the Building One Ground Lease and the Building Two Ground Lease; and, (ii) fee simple title to the Improvements, subject to Fee Owner's reversionary interest in the Improvements pursuant to the Building One Ground Lease and the Building Two Ground Lease, all of which interests and title are, free and clear of all liens, encumbrances, charges and other exceptions to title, except Permitted Exceptions. The Fee Owner and Grantor have full power and lawful authority to Grant the Property to the Mortgagee as set forth in this Indenture and shall preserve their title to the respective interests in the Property subject only to Permitted Exceptions. The Fee Owner and Grantor generally warrant and shall defend the title to the Property to

the Mortgagee against the claims of all persons except for the Permitted Exceptions. This Indenture constitutes a valid first lien on the Property, subject only to Permitted Exceptions. The Fee Owner and Grantor waive, to the extent permitted by law, all rights of redemption, equitable and statutory, in the Property.

(b) Fee Owner has joined in the execution of this Indenture solely for the purpose of conveying its interest in the Property (both now existing and hereafter acquired) to Mortgagee as additional security for the performance by Grantor of its obligations under the Notes, this Indenture and all other documents executed in connection with the Loan. Notwithstanding anything provided herein to the contrary, Fee Owner shall have no personal liability of any nature with respect to any of the covenants, conditions, terms and provisions set forth herein.

(c) Fee Owner and Grantor have executed this Indenture conveying their separate estates in the Property (including, without limitation, all of the right, title and interest of Fee Owner in and to the Land Parcel and any Improvements now or hereafter constructed on the Land Parcel) for the sole purpose of granting to Mortgagee such a lien upon and title to the Property as could be sold at a foreclosure sale free and clear of the leasehold interest now owned by Grantor under the Building One Ground Lease and the Building Two Ground Lease. Grantor and Fee Owner jointly and severally waive any right, legal or equitable, which they have or which may hereafter accrue to them or to anyone holding or claiming under or through them, to have separate estates sold separately upon foreclosure. It is the intent of the parties hereto that the Building One Ground Lease and the Building Two Ground Lease be automatically terminated by the aforementioned foreclosure sale.

(d) Fee Owner hereby acknowledges receipt of good and valuable consideration for executing this Indenture. Grantor and Fee Owner hereby represent, covenant, agree and warrant that the Building One Ground Lease and the Building Two Ground Lease are subordinate to this Indenture.

Section 3.2. Further Assurances. The Grantor at its expense shall take all action necessary to give all further assurances reasonably required by the Mortgagee to Grant the Mortgaged Estate hereby granted or to carry out the intention of this Indenture.

Section 3.3. Recording. The Grantor shall cause this Indenture, each supplement and amendment to this Indenture and financing statements with respect thereto and each instrument

of further assurance (collectively called the "Recordable Documents"), to be filed, registered and recorded as may be required by law and if required to publish notice and maintain the lien hereof upon the Mortgaged Estate and to publish notice of and protect the validity of the Recordable Documents. The Grantor from time to time, shall perform any other act as required by law and shall execute any and all further instruments reasonably requested by the Mortgagee for such purposes. If the Grantor fails to comply with this Section, the Registrar shall be and is hereby irrevocably appointed the agent and attorney-in-fact of the Grantor to comply therewith. To the extent permitted by law, the Grantor shall pay recording taxes and fees incident thereto and all expenses, taxes (except taxes occasioned by any sale or transfer of the Notes by any holder thereof) and other governmental charges incident to or in connection with the preparation, execution, delivery or acknowledgment of the Recordable Documents, any instruments of further assurance and the Notes.

Section 3.4. Payment of the Notes. The Grantor shall pay the principal, interest, premium, if any, and all other sums to become due in respect of the Notes in accordance with this Indenture and the Notes.

Section 3.5. Leases and Management. Grantor shall carry out all of its obligations as lessor set forth in any Lease and not permit a lien or other encumbrance superior to any Lease other than this Indenture. Grantor shall lease the Property in accordance with the lease form approved by Mortgagee. Grantor shall furnish Mortgagee an executed copy of each Lease immediately upon its execution. Upon written request by Mortgagee, Grantor shall execute an assignment of any present or future Lease and the rents due under such Lease. No such assignment shall be construed as consent by Mortgagee to any Lease or to impose on the Mortgagee any obligation with respect to such Lease. All Leases shall be subject and subordinate to the lien of this Indenture and the Loan Documents.

Grantor shall enter into Leases of the Property only in accordance with the leasing standards set forth in Schedule B.

After and during the continuance of any Event of Default, if any lessee fails to pay rent to the Mortgagee pursuant to the Assignment or this Indenture, any rent collected by Grantor shall be deemed to constitute a trust fund for the benefit of the Mortgagee and be held by Grantor as a trustee for the Mortgagee.

Grantor shall not make any other assignment, hypothecation or pledge of any rents under any Lease, nor except in the ordinary course of business and in accordance with the leasing standards set forth in Schedule B, modify, cancel, terminate or accept a surrender of any Lease, nor accept a prepayment of rent other than the usual prepayment as would result from the acceptance by lessor on each regular rental installment period of any Lease without the prior written approval of Lender. After and during the continuance of any Event of Default, at the request of Mortgagee, Grantor shall deposit in an account with or for the benefit of the Mortgagee all payments made under any Lease.

Upon request of Mortgagee, Grantor shall deposit in an interest bearing account all security deposits made under any Lease. All security deposits shall be the continuing responsibility of Grantor. Subject to the rights of the lessees therein, Grantor may use such amounts in the ordinary course of Grantor's business, until an Event of Default shall occur.

Grantor shall not change the management of the Property without the prior written consent of the Mortgagee, except that the Grantor itself, or an affiliated entity which is controlled by Daniel Realty Corporation, an Alabama corporation, can manage the Property.

Section 3.6. Existence; Compliance with Laws. (a) So long as it owns any part of the Mortgaged Estate, the Grantor shall keep in full force and effect its existence, franchises, rights and privileges as a limited partnership in the jurisdiction in which it is formed and will do or cause to be done all things necessary to preserve and keep in full force and effect its right to own property and to enforce contracts in the states in which the Mortgaged Estate is located. The Grantor shall comply with (a) any law, regulation or other legal requirement or order of any governmental authority, and (b) any agreement or other instrument, in effect on the date of delivery hereof or to which the Grantor is a party or has given its consent, in each case applicable to the Grantor or the Mortgaged Estate.

(b) The Grantor, at its own expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence, compliance with any law, legal requirement or order of any governmental authority or any agreement or other instrument (including, without limitation, the requirements imposed by or for the benefit of any insurer pursuant to any insurance agreement), provided that (i) such proceedings shall not interfere with the payment of any rent or other sums

payable under any Lease, (ii) neither the Mortgaged Estate, any part thereof or interest therein, nor any sums payable under any Lease, or any portion thereof, would be in danger of sale or loss because of such proceedings, and (iii) such agreement or other instrument (including any insurance agreement) would not be rendered invalid or unenforceable by reason of such contest.

Section 3.7. After-acquired Property. All right, title and interest of the Grantor to all improvements, alterations, restorations and replacements of, and all additions and appurtenances to the Property, hereafter acquired by or released to the Grantor, immediately upon such acquisition or release and without any further Granting by the Grantor, shall become part of the Property to which it relates and the Mortgaged Estate and shall be subject to the lien hereof with the same effect as though now owned by the Grantor. The Grantor shall execute and deliver to the Mortgagee any further assurances as the Mortgagee may reasonably require to subject such property to the lien hereof.

Section 3.8. Impositions and Escrow. (a) The Grantor shall pay all Impositions when due and payable. Nothing in this Section shall require the Grantor to pay any net income or franchise or similar tax of the Mortgagee or the Registered Owners of the Notes.

(b) The Grantor, at its own expense, may contest any Imposition (in the case of any item involving more than \$1,000, after prior written notice to the Mortgagee) by an appropriate Proceeding conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor, provided that (i) such Proceeding shall suspend the collection thereof from the Mortgaged Estate, any interest therein, or sums payable under the Leases or any portion of either thereof or Grantor provides to Mortgagee a bond to cover the amount of such Impositions plus interest and (ii) neither the Mortgaged Estate nor any interest therein, or sums payable under the Leases or any portion of either thereof, would be in any danger of sale, forfeiture or loss by reason of such proceedings.

(c) Within thirty (30) days following the due date of each such Imposition, the Grantor will forward to the Mortgagee a copy of the paid receipted bill or such other evidence as is reasonably satisfactory to the Mortgagee indicating payment of the required amount. If the Mortgagee requests based upon a reasonable belief that it is required to protect the collateral for the Loan or the priority of the Mortgagee's security interest in the Mortgaged Estate, the Grantor will deposit with

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the Mortgagee on the day of each month on which a payment of interest is due under the Note, beginning with the month following such request, one-twelfth of the annual Impositions next due as estimated by the Mortgagee, plus one-twelfth of the annual premiums for fire, hazard and other insurance required under this Indenture, such deposit to be held by the Mortgagee, without interest, to pay the Impositions and insurance premiums. If payments of interest are due under the Note other than monthly, appropriate adjustment shall be made in the amount of the periodic deposits. If fewer than twelve months will elapse from the initiation of such periodic deposits, Grantor shall deposit with the Mortgagee an amount which together with the periodic deposits will provide sufficient funds necessary to pay the Impositions and premiums when they come due. If the deposits should be insufficient to pay the Impositions and premiums in full, Grantor will deposit the deficiency before the Impositions and premiums become due.

Section 3.9. Insurance. Grantor shall at all times keep the Mortgaged Estate insured for the benefit of the Registered Owners of the Notes and the Mortgagee against loss or damage by fire with all-risk fire insurance and extended coverage insurance and against such other hazards, casualties and contingencies all as the Mortgagee may reasonably require from time to time. Such insurance shall be written in amounts equal to the full replacement value of the Improvements with a waiver of appreciation, if available, waiver of subrogation and replacement cost agreed amount endorsements. Full insurable value shall exclude foundation and excavation costs of underground flues, pipes, drains, land interest and any other uninsurable items. Grantor and Mortgagee will evaluate annually the value of the Improvements for purposes of determining an insured value amount reasonably acceptable to Mortgagee. Grantor will cause a standard New York mortgagee clause satisfactory to Mortgagee to be included in each such policy providing that all payments thereunder shall be made to the sole order of the Mortgagee as its interest may appear, and a clause providing such policy may not be cancelled or modified without thirty (30) days prior written notice to Mortgagee. During the construction, repairs, restoration or replacement of the Improvements, Grantor shall obtain and keep in effect a standard builder's risk policy with extended coverage in the amount of one hundred percent (100%) of the value of the improvements, with a mortgagee clause and non-cancellation, non-modification clause as described above. Grantor shall not be required to furnish property and casualty insurance in excess of the full insurable value of the Mortgaged Estate, and all policies of such insurance shall have a deductible of not more than \$25,000.00 except for flood and earthquake coverage which policies, if any, shall have a deductible of not more than \$250,000.00.

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Subject to the following paragraph, if the Mortgagee receives any proceeds of the insurance described above, it may, at its option, apply whatever sums are received either to the repair, restoration and replacement of the damaged or destroyed property, without obligation to see the sums are so applied, or to the payment of the Notes and amounts due hereunder in such manner or combination thereof, including inverse order of maturity of installments, if any, as Grantor, in its sole discretion, may elect. If a foreclosure sale of the Mortgaged Estate or transfer in place of a foreclosure sale occurs, Mortgagee may cancel any of such policies and may apply any unearned premium returned to the payment of the Notes and amounts due hereunder.

If, however, any loss or damage to the Property occurs, the Mortgagee shall make the insurance proceeds received available for the restoration of the Improvements affected by such loss or damage, subject to the following conditions:

(a) Grantor shall not then be in default under any of the terms, covenants and conditions of the Loan Documents;

(b) All existing Leases affected by such loss or damage shall continue in full force and effect or such Leases, after restoration is complete, shall be readily replaceable by Leases having economic terms at least as favorable as those replaced;

(c) The Mortgagee shall first be given satisfactory proof that such Improvements have been fully repaired, rebuilt, or otherwise restored or that by application of such proceeds they will be fully restored, free and clear of all liens, except the lien of this Indenture.

(d) If such proceeds shall be insufficient to restore the Improvements, the Grantor shall use funds which, together with such proceeds, shall be sufficient to restore the Improvements, or shall provide other assurance satisfactory to Mortgagee that the funds necessary to such restoration will be available.

(e) If the Grantor shall fail within a reasonable time, subject to delays beyond its control, other than lack of funds, to restore the Improvements, the Mortgagee, at its option, may restore the Improvements for and on behalf of the Grantor and may do any act or thing as agent of the Grantor necessary or appropriate to that end;

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(f) The Mortgagee shall hold the proceeds in escrow and disburse the funds in accordance with a construction draw schedule acceptable to the Grantor, subject to (i) Mortgagees' approval of the plans, specifications, and contracts for the restoration, (ii) receipt of evidence satisfactory to the Mortgagee that the amounts to be disbursed are due and owing for work performed, and (iii) receipt of paid invoices and lien waivers for amounts previously paid;

(g) Any insurer under any policy of insurance who claims that no liability exists as to any assured under such policy shall waive any right it may have to be subrogated, in whole or in part, to any right or power of the Mortgagee under this Indenture or to the lien of this Indenture;

(h) The total minimum fixed monthly rental that will be payable to Grantor after completion of reconstruction of the Property after such loss or damage under all Leases, including replacement Leases described in item (b), shall be no less than the aggregate of (i) one-twelfth (1/12th) of the annual taxes and assessments, as estimated by the Mortgagee, payable with respect to the Mortgaged Estate, plus (ii) one-twelfth (1/12th) of the annual premiums for the insurance required under this Indenture, plus (iii) one-twelfth (1/12th) of the estimated annual expenses for the operation, maintenance and repair of the Mortgaged Estate, plus (iv) the amount of each level monthly installment of interest at the agreed rate required to be paid under the Note, or if such total minimum monthly rental is less than such aggregate amount, the insurance proceeds shall first be applied to payment of the Indebtedness to the extent necessary to reduce each level monthly installment of interest at the agreed rate on the Indebtedness to a level amount equal, as nearly as practicable, but not exceeding, the total minimum monthly rental, less the amounts referred to in items (i) and (ii) above; and

(i) The excess of insurance proceeds over the amount necessary to complete restoration shall be applied as a credit upon any portion of the Indebtedness selected by the Mortgagee.

Grantor at all times shall maintain (i) flood insurance if the Property is located in a flood hazard area, and (ii) rent loss insurance equal to not fewer than twelve (12) months rental interruption coverage, each in such amounts as the Mortgagee reasonably shall request. In no event shall the rental interruption coverage exceed the actual rental income from the Property for such twelve (12) month period.

Grantor at all times shall keep itself insured against liability for damages arising from any accident or casualty in or upon the Mortgaged Estate by maintaining comprehensive

general public liability insurance, the limits of which shall be at least five million dollars (\$5,000,000) single limit coverage with Mortgagee named as an additional insured, which coverage may be included within a "blanket" or umbrella" policy maintained by Grantor for such purposes provided such policy is approved by Mortgagee as set forth herein.

Grantor shall deliver to the Mortgagee the original of each policy or a certificate providing the Mortgagee the same protection under the mortgagee clause as if such Mortgagee held the original policy and shall deliver a renewal of each such policy at least thirty (30) days in advance of its expiration and evidence satisfactory to the Mortgagee that the premium for such insurance is paid in full. Grantor shall notify the Mortgagee of any casualty or loss within twenty-four (24) hours after Grantor has knowledge thereof. During the construction, repair, restoration or replacement of Improvements, Grantor shall cause all contractors and subcontractors, including Grantor if it acts as a contractor, to obtain and keep in effect workmen's compensation insurance to the full extent required by applicable law.

All insurance required under this Indenture shall be written in such manner and in such companies as reasonably approved by the Mortgagee.

Insurance claims by reason of damage to or destruction of any of the Mortgaged Estate shall be adjusted by the Grantor, subject to approval by the Mortgagee.

The Grantor shall not take out any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Indenture unless the Mortgagee is included therein as a named insured, with loss payable to such Mortgagee. The Grantor shall immediately notify the Mortgagee whenever any such separate insurance is taken out, specifying the insurer and full particulars as to such policies, and shall deliver to the Mortgagee certificates of insurers evidencing such insurance.

Section 3.10. Advances by the Mortgagee. If the Grantor shall fail to perform any of the covenants set forth in this Indenture, the Mortgagee may, after giving any notice required by the Loan Documents and the expiration of any applicable cure period, make advances to perform such covenant on the Grantor's behalf, and all sums so advanced shall be secured hereby. The Grantor shall repay on demand all sums so advanced with interest thereon at the default rate provided in the Notes, such interest to be computed from and including the date of the making of such advance to and including the date of such repayment.

Section 3.11. Negative Covenants. (a) If Grantor shall (i) sell, abandon, cease to own, lease, encumber, convey, assign or otherwise transfer or dispose of the Mortgaged Estate or any portion thereof or any interest therein voluntarily or involuntarily except as provided in Section 3.5, Article 4 or the Certificate and Agreement; (ii) claim any credit on, or make any deduction from the interest or premium, if any, or on the principal of the Notes by reason of payment of any taxes levied or assessed or to be levied or assessed on the Mortgaged Estate or (iii) create or allow to be created, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title or ownership upon or against the Property or any rents or other income arising therefrom, other than Permitted Exceptions and as expressly permitted by this Indenture, whether inferior, subordinate or superior to the lien and security interests of the Loan Documents, then, in any such instance of item (i), (ii) or (iii) the Mortgagee shall have the right immediately to accelerate payment of the Notes.

(b) Grantor shall not engage directly or indirectly in any business other than the acquisition, ownership and leasing of its interests in the Property.

(c) Neither Grantor nor Fee Owner shall sell or offer the Property for sale without first offering to sell the Property to Mortgagee in the manner provided for in the Notes.

Section 3.12. Financial Statements; Accounts and Records. The Grantor shall provide competent and responsible management, maintenance and operation of the Mortgaged Estate and shall keep true books of record and account in which full, true and correct entries in accordance with a standard method of accounting recognized and approved by the public accounting firm selected by the Grantor and reasonably approved by Mortgagee and applied on a consistent basis from year to year shall be made of all dealings or transactions with respect to the Mortgaged Estate. Grantor also shall provide Mortgagee with the monthly and final statements and other financial statements as provided in the Notes.

Grantor shall furnish the Mortgagee at the same time as the statement mentioned above, a statement in form and detail satisfactory to the Mortgagee listing the Leases in effect, the space occupied by each lessee, and the gross income derived from each lessee, certified under oath by an officer or partner of Grantor designated by the Mortgagee.

Each annual final statement (defined in the Notes) shall be accompanied by a certificate of a General Partner of the Grantor stating to the best of his knowledge and belief

(a) that no default or Event of Default has occurred and is continuing, (b) that no default or Event of Default has occurred since the delivery of the next preceding certificate of the Grantor delivered pursuant to this Section, (c) if any default or Event of Default has occurred, the nature and the period of existence thereof and what action the Grantor has taken or is taking with respect thereto, and (d) except as otherwise stated, that the Grantor has fulfilled all its obligations under this Indenture for the period covered by such final statement.

The Grantor shall permit the Mortgagee, by its agents, accountants and attorneys, to visit any of the property of the Grantor and to examine its records and books of account and to discuss its affairs, finances and accounts with the responsible persons at such reasonable times during normal business hours as may be requested by the Mortgagee subject to any confidentiality requirements set forth in any of the Leases.

Section 3.13. Preliminary Statement. The recitals of fact and statements set forth in the Preliminary Statement are true.

Section 3.14. Creditor-Debtor. The relationship between Mortgagee and Grantor shall be only that of creditor-debtor. No relationship of agency, partnership or joint or co-venture shall be created by or inferred from the Commitment or the Loan Documents. Grantor indemnifies, saves, defends and holds Mortgagee harmless from and against any and all claims and demands asserted against Mortgagee as being the agent, partner or joint or co-venturer of Grantor and attorneys' fees and court costs associated therewith.

Section 3.15 Continuing Warranties. Grantor reaffirms as of the date hereof the warranties and representations made in paragraph 17 of the Commitment.

Section 3.16 Estoppel Certificate. Grantor and Mortgagee shall within ten (10) days of a written request from the other party furnish the requesting party with a written statement, duly acknowledged, setting forth the sums secured by this Indenture and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Indenture.

Section 3.17 Security Agreement. This Indenture creates a security interest in all the right, title and interest of Grantor in the personal property and fixtures on the Mortgaged Estate and constitutes a SECURITY AGREEMENT under the ALABAMA UNIFORM COMMERCIAL CODE. Mortgagee shall have all

of the rights and remedies of a secured party under the Alabama Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Grantor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Mortgagee the attorney-in-fact of Grantor, such authority being coupled with an interest and irrevocable, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Mortgagee may request or require in order to impose, perfect or continue the perfection of, the lien or security interest created hereby. Upon the occurrence of any default hereunder, Mortgagee shall have the right to cause any of the Mortgaged Estate which is personal property and subject to the security interest of Mortgagee hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Mortgagee shall further have all other rights and remedies whether at law, in equity, or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Mortgagee. Mortgagee shall be eligible to purchase any part or all of such property at such disposition.

ARTICLE 4

Possession and Use of the Mortgaged Estate

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Section 4.1. Receipt of Money. The Mortgagee shall receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all sums required or permitted to be paid to the Mortgagee under the Note, this Indenture and the other Loan Documents and shall hold and disburse such sums pursuant to this Indenture. The Mortgagee may demand and enforce payment thereof and may take such other action as it deems necessary or advisable in connection therewith.

Section 4.2. Acceptance of Property. The Mortgagee shall not be obliged at any time to accept any property, other than property of the character referred to in the Granting Clauses and intended to become part of the Mortgaged Estate, or to cause or permit the transfer thereof to the Mortgagee if the Mortgagee shall determine in good faith that such action would subject the Mortgagee to the risk of any personal liability or expense. The Mortgagee shall not be under any duty to examine or pass upon the validity or genuineness of, or the title to, any instrument or other property at any time included in the Mortgaged Estate. The Mortgagee shall be entitled to assume that any such instrument or other property is valid and genuine

and is owned by the purported owner thereof and that the assignment or other transfer thereof to the Mortgagee is legal, valid and binding and enforceable in accordance with its terms.

Section 4.3. Mortgagee May Enforce. In case default shall be made in the payment of any rent or other payment under any Lease (and the failure of Grantor to commence enforcement actions in a manner and within a period of time satisfactory to Mortgagee), or any guaranty, then and in every such case (without prejudice to any right to claim a default or Event of Default under this Indenture or to assert any right consequent thereon), the Mortgagee may, and upon the request of the Registered Owners of a majority in unpaid principal amount of the Notes then outstanding shall, cause proper proceedings to be instituted and prosecuted in a court of competent jurisdiction, or take any other action, to enforce such payment, collect the amounts due or enforce the performance of such provision, subject, however, to the provisions of Section 7.2.

Section 4.4. Payment of Expenses. On demand of the Mortgagee, the Grantor forthwith will pay or satisfactorily provide for all expenditures incurred by the Mortgagee under this Article 4.

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Section 4.5. Condemnation. Subject to the provisions of the following paragraph, should the grade of any street be altered or all or any part of the Mortgaged Estate be condemned or taken through eminent domain proceedings or transfer in place or in anticipation thereof, all or such part of any award or proceeds derived therefrom, as the Mortgagee in its sole discretion may determine in writing, shall be paid to Mortgagee and applied to the payment of the Notes and amounts due hereunder, in such manner or combination thereof, including inverse order of maturity of installments of principal, if any, as the Mortgagee, in its sole discretion, may elect.

If, however, part of the Mortgaged Estate is condemned or taken through eminent domain proceedings, the Mortgagee shall make the condemnation proceeds received by such Mortgagee available for the restoration of the Improvements affected by such loss or damage, subject to the following conditions:

(a) satisfaction of the conditions (a), (d), (e), (f), (h), and (i) of Section 3.9 as if such paragraphs referred to condemnation proceeds;

(b) all existing Leases of the Mortgaged Estate affected by such loss or damage shall continue in full force and affect except as to the area taken and except to the extent

of a reduction in rent in direct proportion to the floor area taken;

(c) the Mortgagee shall first be given satisfactory proof that such Improvements have been restored to an integrated whole or that by application of such proceeds they will be restored to an integrated whole, free and clear of all liens, except the lien of this Indenture; and

(d) the marketability, utility, and value of the Mortgaged Estate as established by the Mortgagee is not so adversely affected by the taking that the ratio, as reasonably established by the Mortgagee, of the then unpaid principal balance of the Notes, as reduced by any excess proceeds applied to the Notes, to the value of the remaining Mortgaged Estate, together with improvements if they were to be restored, would be increased to a ratio higher than the ratio as established by the Mortgagee of the original principal balance of the Notes to the original appraised value of the Mortgaged Estate.

Section 4.6. Maintenance. Grantor (a) shall keep the Mortgaged Estate in good order, condition and repair, and shall not permit or suffer any waste thereof; (b) shall repair, restore, replace or rebuild any part of the Mortgaged Estate damaged or destroyed by casualty or taken by eminent domain proceedings or transfer in place thereof provided, however, that upon the occurrence of any casualty or taking and the application by Mortgagee of the insurance proceeds or condemnation award to the reduction of the Indebtedness, then Grantor shall be obligated only to remove any debris from the Land Parcel and to take such action as may be necessary to make the undamaged or uncondemned portion thereof into a functional economic unit, insofar as practicable under then existing circumstances; (c) shall make all necessary and proper renewals, replacements and additions to the Mortgaged Estate; (d) shall permit the Mortgagee or its designee to enter upon and inspect the Mortgaged Estate at any reasonable time during normal business hours subject to any confidentiality requirements in the Leases; (e) shall not alter or tear down the Improvements or permit them to be altered or torn down, without the prior written consent of the Mortgagee; and (f) shall not make, or permit others to make, any structural improvements to or on the Mortgaged Estate, without the prior written consent of the Mortgagee, other than necessary and appropriate repairs and replacements or tenant leasehold improvements.

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ARTICLE 5

Disbursement of Funds

Section 5.1. Funding. The Mortgagee shall disburse the sum of \$23,500,000.00 to the Grantor on the date (the "initial disbursement date") on which this Indenture and the Notes are signed by all necessary parties.

Section 5.2. Effect of Default. No disbursement shall be made pursuant to this Article 5 if Grantor shall be in default under the Commitment or any of the Loan Documents or an event shall have occurred which, but for the giving of notice or the passage of time, or both, would constitute a default under the Commitment or any of the Loan Documents.

ARTICLE 6

Prepayment

Section 6.1. Prepayment. No prepayment of the Notes may be made except as provided in Articles 3 and 4 of this Indenture and this Article 6.

Section 6.2. Optional Prepayment. The Grantor may, at its option, prepay the Notes as provided in the Notes.

Section 6.3. Mandatory Prepayment. The premium, if any, which is required for optional prepayments under Section 6.2 shall not be payable in connection with any payment or prepayment of the Notes which is required from proceeds of casualty insurance or taking by eminent domain proceedings or transfer in place or in anticipation thereof. The Mortgagee may require prepayment of the Notes pursuant to its call option as provided in the Notes.

Section 6.4. Notice of Prepayment; Deposit of Moneys. In case of any prepayment of the Notes pursuant to Sections 6.2 or 6.3, the Grantor shall mail notice thereof (by registered or certified mail, postage prepaid and return receipt requested) to the Mortgagee at least 90 days before the date fixed for prepayment. Each such notice shall specify the date fixed for prepayment, the subsection of this Indenture pursuant to which the Grantor is making such prepayment and the premium payable, if any. On or before the date fixed for any prepayment of Notes, the Grantor shall deposit with the Mortgagee the moneys required for such prepayment. Interest on any Note designated for prepayment shall cease on the date fixed for prepayment unless the Grantor defaults in the prepayment thereof.

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ARTICLE 7

Events of Default and Remedies

Section 7.1. Events of Default. Each of the following events shall constitute an Event of Default:

(a) if default shall occur in the payment of any interest (and the expiration of any applicable grace period), principal or premium or additional interest, if any, on the Notes, when due and payable, whether at maturity, by acceleration or as part of any prepayment or otherwise, as provided in the Notes;

(b) if any representation or warranty of the Grantor set forth in (i) paragraph 17, 19 or 20 of the Commitment, (ii) any certificate delivered in connection with the purchase of the Notes secured hereby, (iii) this Indenture, or (iv) any certificate, notice, demand or request delivered to the Mortgagee or any Registered Owner of Notes pursuant to this Indenture or the Assignment, shall be materially inaccurate, as of the time made;

(c) if default shall occur in the due observance or performance of any covenant or agreement set forth in Sections 3.8(a) (subject to the contest rights set forth in Section 3.8(b)) or 3.11 of this Indenture;

(d) if default shall occur in the due observance or performance of any other covenant, condition or agreement set forth in this Indenture, the Notes or the Assignment and such default shall have continued for thirty (30) days after written notice thereof to the Grantor from the Mortgagee pursuant to Section 9.7; provided, however, that if any such default shall be a default that is not cureable by the payment of money and is not cureable with diligence within such 30-day period, and the Grantor shall promptly commence the cure of such default with diligence, the period within which the Grantor may cure such default shall be extended upon written notice to the Mortgagee for an additional period of sixty (60) days which period may be extended for an additional period of sixty (60) days with the consent of the Mortgagee, which consent will not be withheld upon a satisfactory showing (i) that the Grantor promptly began and has diligently continued such cure, (ii) that the cure has a reasonable prospect of success, and (iii) that the continuance of such default will not have a material adverse effect upon the Mortgaged Estate or any right or remedy of the Mortgagee or Registered Owners of the Notes under this Indenture or the Notes;

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(e) if an event of default shall occur pursuant to the commitment letter dated May 28, 1987 or the loan documents executed by Daniel Meadow Brook III, L.P., a Virginia limited partnership, in connection with a loan from Mortgagee in the original principal amount of \$11,750,000.00 for Building 3 of the Meadow Brook Corporate Park, Shelby County, Alabama; provided, however, that upon the sale or transfer of either (i) the Mortgaged Estate or (ii) Building 3 of Meadow Brook Corporate Park South, in each case with the approval of Mortgagee, then in either event the provisions of this Section 7.1(e) shall automatically cease, expire and terminate and be of no further force or effect, and Mortgagee and Grantor shall execute and deliver such documents as are required to evidence the same;

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(f) any court of competent jurisdiction shall sign an order (i) adjudicating Grantor bankrupt, (ii) appointing a trustee or receiver of the Mortgaged Estate or of a substantial part of the property of Grantor or any guarantor, or (iii) approving a petition for, or effecting, an arrangement or reorganization in bankruptcy, or any other judicial modification or alteration of the rights of any holder of a Note or of other creditors of Grantor and in each instance Grantor shall not have obtained dismissal of such petition within sixty (60) days following filing; or if Grantor shall (i) file any petition, (ii) consent to any action, or (iii) seek relief under any laws affecting creditor's rights; or if Grantor shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts generally as they become due;

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(g) if Grantor or a general partner of Grantor is a corporation, if that corporation, or its directors or stockholders shall institute any action for the dissolution or liquidation of that corporation, fail to protect and preserve its independent corporate franchise or pay taxes imposed in connection therewith or comply with any and all additional requirements under applicable laws necessary thereto, or fail to secure and maintain in effect a certificate of authority to do its business within the state in which the land included in the Mortgaged Estate is located;

(h) if Grantor (unless the Grantor is continued by the remaining general partner, or any permitted transferee of the general partner's interest in the partnership pursuant to the Certificate and Agreement) or a general partner of Grantor is a partnership, limited partnership or other entity and Grantor or a general partner of Grantor dissolves or permits the dissolution of any such entity;

(i) if default shall occur in the Certificate and Agreement;

(j) if the Grantor defaults in the payment of the principal of or interest on any other obligation for money borrowed in excess of \$100,000, beyond any period of grace provided with respect thereto, or if the Grantor defaults in the performance or observance of any other obligations set forth in any instrument or agreement under which any such other obligation for money borrowed in excess of \$100,000 is evidenced or secured, and the effect of such default is to cause, or to permit the holders of such other obligation (or a trustee on behalf of such holder or holders) to cause such other obligation for money borrowed to become due before any stated maturity;

(k) if final judgment for the payment of money is entered against the Grantor and the Grantor shall not discharge such judgment within thirty (30) days following the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment was entered, and secure a stay of execution pending such appeal;

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(l) if the Grantor fails to pay all costs as required by paragraph 19 of the Commitment, to perform its obligations regarding payment and indemnification under paragraph 20 of the Commitment, or to perform any of its other obligations under the Commitment.

In every such case during the continuance of any Event of Default, the Mortgagee may do the following:

I. The Mortgagee, by notice to the Grantor may, and upon the request of the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes shall, declare the entire unpaid principal amount of the Notes (if not then due and payable) and all accrued and unpaid interest thereon to be due and payable immediately.

II. The Mortgagee or its agents may enter upon the Mortgaged Estate and may exclude the Grantor and any other occupant therefrom; and, at the expense of the Mortgaged Estate, may use, operate, manage and control the Mortgaged Estate and conduct the business thereof, may maintain and restore the Mortgaged Estate and may make all necessary or proper repairs and replacements and any useful alterations, additions and improvements thereto. The Mortgagee shall be entitled to collect and receive all earnings, rents and other revenues of the Mortgaged Estate and the Grantor hereby assigns

such revenues to the Mortgagee. After deducting the expenses of conducting the business thereof and of all maintenance and improvements and of prior or other charges upon the Mortgaged Estate, including reasonable compensation for the services of all attorneys and agents employed by the Mortgagee, the Mortgagee shall apply the moneys from the Mortgaged Estate in the following order of priority: (i) to the payment of the amount then owing on the Notes for interest; (ii) to the payment of the amount then owing on the Notes for principal; (iii) to the payment of any other sums secured by this Indenture; and (iv) to the payment of the surplus, if any, to whomever is entitled thereto.

III. The Mortgagee by itself or by its agents or attorneys, may, and upon the written request of the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes, shall:

(1) bring a court action at law or in equity (i) to foreclose this Indenture, or (ii) to enforce its provisions or any of the indebtedness or obligations secured by this Indenture, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided that Mortgagee shall have only one payment and satisfaction of the indebtedness;

(2) cause any or all of the Mortgaged Estate to be sold under the power of sale granted by this Indenture in any manner permitted by applicable law;

(3) exercise any other right or remedy available under law or in equity;

(4) sell the Mortgaged Estate at public outcry to the highest bidder for cash in front of the Court House door in the County where the Mortgaged Estate is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to such sale in some newspaper published in such county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee, is authorized to execute to the purchaser at such sale a deed to the property so purchased. Mortgagee may bid at such sale and purchase the Mortgaged Estate, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect in its sole discretion.

BOOK 148 PAGE 803

IV. At the option of the Mortgagee, this Indenture may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid, out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose this Indenture in equity, Mortgagee may, at its option, foreclose this Indenture subject to the rights of any tenants of the Property, and the failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Grantor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby.

V. The Mortgagee shall have all rights and remedies provided to a secured party by the Alabama Uniform Commercial Code with respect to such property in the Mortgaged Estate, if any, as the Alabama Uniform Commercial Code governs.

Section 7.2. Sale of Mortgaged Estate; Application of Proceeds. (a) To the extent permitted by law, the Mortgagee may postpone, one or more times, any sale of all or any part of the Mortgaged Estate by public announcement at the time and place of such sale.

BOOK 148 PAGE 804
(b) Upon the completion of any sale by the Mortgagee under this Article 7, the Mortgagee shall execute and deliver to the purchaser sufficient deeds and other instruments transferring all their right, title and interest in and to the property and rights sold. The Grantor hereby irrevocably appoints the Mortgagee the true and lawful attorney of the Grantor to make, in its own name and stead or in the name of the Grantor, all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose the Mortgagee may execute all necessary deeds and instruments of assignment and transfer and may substitute persons with like power, the Grantor hereby ratifying and confirming all that such attorneys or substitutes shall lawfully do by virtue hereof. Any sale made under or by virtue of this Article 7, shall divest all the estate and any right of the Grantor and any person claiming from, through or under the Grantor to the property and rights so sold, and shall be a perpetual bar against the Grantor and the respective successors and assigns.

(c) The receipt of the Mortgagee for the purchase money paid as a result of any such sale shall be sufficient discharge therefor to any purchaser of the Mortgaged Estate sold as aforesaid. No such purchaser or its assigns shall be bound to see to the application of such purchase money upon or for any purpose hereof, shall be answerable in any manner

whatsoever for any loss or misapplication of any of such purchase money or shall be bound to inquire as to the regularity of any such sale.

(d) If any sale under this Article 7 occurs, the entire principal of and interest on the Notes and all other sums required to be paid by the Grantor pursuant hereto, if not previously due and payable, shall immediately become due and payable.

(e) The Mortgagee shall apply the purchase money or proceeds of any sale made under this Article 7, and any other amounts which the Mortgagee then may hold as part of the Mortgaged Estate, in the following order: (i) to the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, their agents and counsel, and of any proceeding by which the sale is made; (ii) to the payment of the whole amount then owing on the Notes for principal; (iii) to the payment of the whole amount then owing on the Notes for interest; (iv) to the payment of any other sums secured by this Indenture; and (v) to the payment of the surplus, if any, to whomsoever shall be lawfully entitled thereto.

(f) Upon any sale made under this Article 7, to the extent permitted by applicable law, the Mortgagee, on behalf of the Registered Owners of the Notes, may bid for and acquire the Mortgaged Estate and, instead of paying cash therefor, may settle for the purchase price by crediting upon the indebtedness of the Grantor secured by this Indenture the net proceeds of sale after deduction of all costs and other charges payable therefrom under this Indenture. The person making such sale shall accept such settlement without requiring the production of any of the Notes, and shall credit thereon the proportionate share of the net proceeds of sale ascertained pursuant to this Indenture. The Mortgagee, upon so acquiring the Mortgaged Estate or any part thereof may deal with such property in any manner provided by applicable laws.

(g) In case of proceedings against or involving the Grantor in insolvency or bankruptcy (including any proceedings under any federal or state bankruptcy or insolvency statute or similar law) or any proceedings for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount of principal, interest and premium, if any, due upon the Notes to the full amount thereof and all other payments and costs due under this Indenture without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Estate; provided, however, that in no case shall the Mortgagee receive a greater

amount than such principal and interest and such other payments and costs from the aggregate amount of the proceeds of all sales of the Mortgaged Estate.

Section 7.3. Voluntary Appearance; Receivers. After and during the continuance of an Event of Default and immediately upon the commencement of any proceeding by the Mortgagee to obtain judgment for any indebtedness due hereunder or the Notes, the Grantor, to the extent not prohibited by law, will (a) enter its voluntary appearance in such proceeding, and (b) if required by the Mortgagee, consent to the appointment of receivers of the Mortgaged Estate and of all the revenues thereof. After an Event of Default and during its continuance, the Mortgagee shall be entitled forthwith, as a matter of right and if it so elects, without the giving of notice to any other party and without regard to the adequacy or inadequacy of the security of the Mortgaged Estate either before or after declaring the unpaid principal of the Notes to be due and payable, to the appointment of such receivers. Any such receiver shall have such powers as the court making the appointment shall confer and all of the powers which Mortgagee is authorized to exercise by the provisions of item II of Section 7.1.

Section 7.4. Suits by Mortgagee. The Mortgagee may enforce all rights of action under this Indenture or under any of the Notes without the possession of any of the Notes and without the production thereof at any trial or other proceeding relative thereto. A copy of any Note, if properly certified by the Mortgagee to be true and correct, shall constitute conclusive evidence of all matters that could be proven by production of the original of that Note in any proceeding relative thereto. The Mortgagee shall bring any such proceeding in its name.

Section 7.5. Waiver of Default. The Mortgagee, upon the request of the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes, shall waive any default hereunder and its consequences, except a default (a) in the payment or prepayment of the principal of or interest on any Note when and as such amount becomes due and payable, (b) depriving the Mortgagee or Registered Owner of any Note of a lien upon the Property, or (c) in the due performance or observance of the covenants and obligations of the Grantor set forth in Section 3.11. In case of any such waiver or in case of discontinuance or determination adverse to the Mortgagee of any proceeding taken on account of any such default, then the parties and the Registered Owners of the Notes shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 7.6. Remedies Cumulative. No remedy herein conferred upon the Mortgagee or the Registered Owners of the Notes shall be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder. No delay or omission of the Mortgagee or of any Registered Owner of the Notes to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy of the Mortgagee or the Registered Owners of the Notes may be exercised from time to time and as often as may be deemed expedient.

Section 7.7. Waiver of Rights. The Grantor will not (a) claim or take any benefit of any stay, extension or moratorium law which may affect the terms of this Indenture; (b) claim or take any benefit of any law providing for the valuation or appraisal of the Mortgaged Estate; or (c) exercise any statutory or equitable right to redeem the property so sold. The Grantor waives all right to have the Mortgaged Estate marshaled upon any foreclosure hereof. The Grantor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Indenture, and Grantor waives the benefit of any statute requiring that the value of the Mortgaged Estate be set off against any part of the indebtedness secured hereby.

Section 7.8. Direction of Remedies. The Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes shall have the right, by an instrument in writing delivered to the Mortgagee, to direct the time, method and place of conducting any proceeding for any remedy available to the Mortgagee with respect to this Indenture or of exercising any power or trust conferred upon the Mortgagee. The Mortgagee, shall have the right to decline to follow any such direction if the Mortgagee in good faith, by the Chairman of the Board of Directors, the President or a Vice President of the Mortgagee, shall determine that the proceeding so directed would involve the Mortgagee in personal liability or would be unjustly prejudicial to the Registered Owners of Notes not joining in such direction. The Mortgagee shall not be liable with respect to any action taken or omitted to be taken by them in good faith in accordance with any written instruction furnished to the Mortgagee by the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes in response to a written application by the Mortgagee therefor. If the Mortgagee has not received such instrument or instruction from the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes, the Mortgagee may take such action, if any, as the Mortgagee shall determine.

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Section 7.9. Suit by Registered Owners. If an Event of Default described in Section 7.1(a) hereof shall have happened and be continuing and the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes shall have requested the Mortgagee to act with respect thereto and the Mortgagee shall not have so acted within 15 days of such request, then and only then shall any Registered Owner have the right to institute proceedings against the Grantor or the Mortgaged Estate for the collection of all moneys due and payable.

ARTICLE 8

The Mortgagee

Section 8.1. Rights and Obligations of Mortgagee. The Mortgagee shall perform its duties herein for its benefit and the benefit of the Registered Owners of the Notes upon the following terms and conditions:

(a) The Mortgagee shall have the full power and authority (i) to do all things not inconsistent with the provisions of this Indenture in order to enforce this Indenture, (ii) to take any action with respect to an Event of Default, (iii) to institute, appear in or defend any suit or other proceeding with respect thereto, or (iv) to protect the interests of the Registered Owners of the Notes. The Mortgagee shall not be answerable or accountable except for its own bad faith, wilful misconduct or negligence. The Grantor shall indemnify and save harmless the Mortgagee from any liability and damages which either may incur or sustain, in good faith and without negligence, in the exercise and performance of its powers and duties hereunder. The Mortgagee shall be obligated to make necessary draws under any letter of credit held by the Mortgagee and pledged as security in the Notes and shall make all required re-filings of any security documents to preserve the liens created thereby. All persons, other than the Grantor and the Registered Owners of Notes, having any claim against the Mortgagee, arising by reason hereof, shall look only to the Mortgaged Estate for payment or satisfaction thereof.

(b) The Mortgagee shall incur no liability in acting upon any signature, notice, request, consent, certificate, opinion, or other instrument reasonably believed by it to be genuine. The Mortgagee may execute any of its powers hereof directly or through its agents or attorneys and, at the Grantor's expense, may consult with counsel, accountants and other skilled persons which the Mortgagee selects and employs. The Grantor shall pay the reasonable expenses thereof. The

Mortgagee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice of any such person.

(c) The recitals and statements in the Loan Documents are statements by the Grantor, and shall not impose any obligation or liability upon the Mortgagee. The Mortgagee makes no covenant or representation as to the rights of the Registered Owners of the Notes, the title or interest of the Grantor in or to, or the condition of, the Mortgaged Estate or the sufficiency of the security for the Notes.

(d) The Mortgagee shall have no duty (i) to see to any recordings, filing or registration of this Indenture, any instrument of further assurance, any instrument constituting part of the Mortgaged Estate, or any amendments or supplements to any of said instruments, other than those re-filings referred to in Section 8.1(a) above, (ii) to see to the payment of any fees, charges or taxes in connection therewith (and the Mortgagee may act with respect to the Notes and pay out deposited moneys without regard thereto), (iii) to give any notice thereof, or (iv) to see to the payment of or be under any duty in respect of any tax, assessment or other governmental charge levied or assessed on the Mortgaged Estate or any part thereof or against the Grantor.

(e) Whenever in administering the Mortgaged Estate, the Mortgagee shall deem it necessary or desirable that a matter be proved or established before taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate or other instrument purporting to be signed by an authorized officer of the Grantor and delivered to the Mortgagee. Although such certificate or other instrument shall be sufficient to the Mortgagee for any action taken, suffered or omitted by it on the faith thereof, the Mortgagee, in its discretion, in place of such certificate or other instrument may accept other evidence of such fact or matter or may require such further or additional evidence as may seem reasonable to it.

(f) The Mortgagee shall have no obligation to see to the payment or discharge of any liens (other than the lien hereof, and then only to the extent herein provided) upon the Mortgaged Estate, or to see to the payment of the principal of, premium or interest on any obligation secured hereby or to the delivery or transfer to any person of any property released from any such lien, or to give notice to or make demand upon any mortgagor, mortgagee or other person for the delivery or transfer of any such property.

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(g) The Mortgagee shall have no duty to confirm or verify any schedules setting forth the interest and principal payments to be made on any Note or any financial or other statements or reports or certificates furnished pursuant to any provision hereof. The Mortgagee shall be under no other duty in respect to such matter, except to retain such document in its files, and permit the inspection thereof at reasonable times by the Registered Owner of the Notes.

(h) The Mortgagee shall not be concerned with or accountable to any person for the use or application of any deposited moneys released or withdrawn in accordance with the provisions hereof or of any property or securities or the proceeds thereof released from the lien hereof in accordance with the provisions hereof.

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(i) The Mortgagee need not ascertain or inquire as to the performance or observance of any of the covenants or agreements set forth in this Indenture or in any other instruments assigned to the Mortgagee hereunder or to be performed or observed by the Grantor or any party to any such other instruments. The Mortgagee need not take notice of any default or Event of Default (except default in the payment of moneys to the Mortgagee which the Grantor is required to pay to the Mortgagee on or before a specified date or within a specified time after receipt by the Mortgagee of a notice or certificate in fact received and except default in the delivery of any certificate, opinion or other document expressly required to be delivered to the Mortgagee by any provision hereof), unless the Mortgagee shall receive from the Grantor or the Registered Owner of a Note written notice stating that a default or Event of Default has occurred and specifying such default. In the absence of such notice, the Mortgagee conclusively may assume that there is no such default or Event of Default, except as stated above. As soon as practicable after receiving knowledge thereof, the Mortgagee shall notify all Registered Owners of Notes of any Event of Default. If such Event of Default is subsequently wholly cured or waived the Mortgagee shall give notice to such effect to the Registered Owners of the Notes.

(j) The Mortgagee shall forward to any Registered Owner of the Notes a copy of any financial report, certificate or communication submitted to the Mortgagee pursuant hereto and requested by such owner upon receipt of funds for such purpose.

(k) The Grantor and the Mortgagee agree that United States Fidelity and Guaranty Company shall exercise all rights and authority of the Mortgagee under the Notes and this Indenture unless United States Fidelity and Guaranty Company

specifically assigns such rights and authority to another person.

ARTICLE 9

Miscellaneous

Section 9.1. Satisfaction. If and when all the Notes issued hereunder shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), and the Grantor shall pay (provided such payment is permitted or required hereby) the full amount thereof and shall also pay or cause to be paid all other sums payable hereunder by the Grantor with respect to the Notes, then this Indenture shall cease and terminate, and the Mortgagee shall satisfy and cancel the Indenture as a lien on the Mortgaged Estate, reconvey the Property to the Grantor and execute and deliver such instruments as the Grantor shall request to satisfy and discharge the lien hereof.

Section 9.2. Supplements Without Consent. Without the consent of the Registered Owners of the Notes then outstanding, the Grantor and the Mortgagee at any time, subject to the conditions and restrictions set forth in this Indenture, may, with Grantor's consent, enter into supplements which shall form a part hereof, when required or permitted by any of the provisions of this Indenture or for any one or more of the following purposes:

(a) to correct or amplify the description of any property subject to the lien of this Indenture;

(b) to Grant to the Mortgagee one or more additional properties for the purposes herein provided;

(c) to add to the covenants and agreements of the Grantor herein contained and other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Grantor;

(d) to cure any ambiguity, or to cure, correct or supplement any defective or inconsistent provision contained herein or in the Notes; and

(e) to qualify this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereinafter in effect, except that nothing herein contained shall permit or authorize the inclusion in any supplement hereto of the provisions referred to in Section 316(a)(2) of such Act or any corresponding provision of any such similar federal statute.

Promptly after the execution of any supplement, the Mortgagee shall deliver a conformed copy of such supplement to each Registered Owner of a Note.

Section 9.3. Supplements with Consent. With the consent of the Registered Owners of at least 66 2/3% of the aggregate principal amount of the outstanding Notes, the Grantor and the Mortgagee may enter into an indenture to add any provisions, to change or to eliminate any of the provisions of this Indenture or to modify in any manner the rights of the Registered Owners of the Notes under this Indenture; provided, however, that no such supplemental indenture, without the consent of the Registered Owners of 100% of the aggregate principal amount of the outstanding Notes shall:

(a) change the stated maturity of the principal of, or any installment of interest on, or any mandatory or optional prepayment provision with respect to, any Note, or change the principal amount thereof or the interest thereon or any premium payable upon any prepayment thereof, or change the place of payment where, or the coin or currency in which, any Note or the interest thereon is payable; or

(b) permit the creation of any lien not otherwise permitted hereunder or deprive any Registered Owner of a Note of the benefit of the lien of this Indenture upon any of the Property for the security of its Notes;

In addition, no such supplemental indenture, without the consent of the Registered Owners of 100% of the aggregate principal amount of the outstanding Notes, shall reduce the percentage of the aggregate principal amount of Notes the Registered Owners of which are required to enter into a supplemental indenture or approve any amendment or modification of this Indenture.

It shall not be necessary for any consent of the Registered Owners of the Notes given under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Section 9.4. Execution of Instruments by Registered Owners. Any request or other instrument or action by the Registered Owner of any Note shall bind every prior and future Registered Owner of the same Note and the Registered Owner of any Note issued in exchange therefor or in lieu thereof in respect of anything done or suffered to be done by the Mortgagee or the Grantor pursuant to such request or other instrument or action.

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Section 9.5. Limitation of Rights of Others. Nothing in this Indenture shall give to any person (other than the Grantor, the Mortgagee and the Registered Owners of the Notes) any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision set forth herein.

Section 9.6. Severability. In case any one or more of the provisions set forth in the Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Indenture shall be construed as if such provision had never been contained herein or in any of the other Loan Documents.

Section 9.7. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Indenture (collectively called "Notices") shall be in writing. Any Notice to the Mortgagee shall be given at the Corporate Office, and the Mortgagee shall promptly forward a copy of such Notice to each of the Registered Owners of the Notes. Grantor shall have no obligation to give or provide any Notice directly to the Registered Owners of the Notes. Any Notice to the Grantor shall be deemed to have been given by being mailed, by certified mail, to the Grantor at its address appearing in the first paragraph of this Indenture and to such other person or at such other address or addresses as may be filed by such party with the Mortgagee. Notices to the Registered Owners of the Notes shall be deemed to have been given by being mailed to the Registered Owners of the Notes at their respective addresses appearing on the Register by certified or registered mail. Whenever in this Indenture the giving of Notice is required, the giving thereof may be waived in writing at any time by the person or persons entitled to receive such Notice. Except as in this Indenture otherwise expressly provided, (i) this Indenture may not be modified except by an instrument in writing executed by the Grantor and the Mortgagee, and (ii) no requirement hereof may be waived at any time except by a writing signed by the party against whom such waiver is sought to be enforced, nor shall any waiver be deemed a waiver of any subsequent breach or default.

Section 9.8. Maximum Interest Payable. No provision of this Indenture or the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Grantor shall not be obligated to pay such interest in excess of the amount

permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any other provision of this Indenture and the Notes.

Section 9.9. Counterparts. This Indenture may be executed in any number of counterparts and each thereof shall be deemed to be an original. All such counterparts shall constitute but one and the same instrument.

Section 9.10. Successors and Assigns. All of the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, to the same extent as if each such successor and assign were in each case named as a party to this Indenture. Whenever used, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 9.11. Headings. The headings appearing in this Indenture have been inserted for purposes of convenience only and shall not modify, define, limit or expand the express provisions of this Indenture.

Section 9.12. Governing Law. This Indenture shall be governed by, construed and enforced in accordance with, the laws of the State of Alabama.

Section 9.13. Incorporated Schedules. Attached hereto are Schedules A, A-1, and B which are referred to in this Indenture, and are hereby incorporated by reference herein.

Section 9.14. Immunity from Liability. Notwithstanding anything provided herein or in any of the Loan Documents to the contrary, no recourse shall be had for the payment of the principal of or interest or premium, if any, on the Notes or the performance of any term, condition or other covenant set forth in any of the Loan Documents against (i) the Grantor or any partner of the Grantor or any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of any corporate partner hereof, together with those of any predecessor or successor corporation; (ii) any legal representative, heir, estate, successor or assignee of any thereof; or (iii) any corporation (or any officer, director or shareholder thereof), partnership (or any partner thereof), individual or entity to which the Mortgaged Estate or any part thereof shall have been transferred as permitted hereby (or any legal representative, heir, estate, successor or assignee of any thereof); in each case, for any deficiency or any other sum owing on, arising

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under or with respect to the Notes or the Loan Documents. The Notes and all obligations under or with respect to the Loan Documents may not be enforced against any such person or entity; provided, that the foregoing provisions of this paragraph shall not prevent recourse to the Mortgaged Estate or constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Notes, but the Notes shall continue until paid or discharged, and provided, further, that the foregoing provisions of this paragraph shall not limit the right of any person to name the Grantor or any transferee of any interest in the Mortgaged Estate as a party defendant in any action or suit for a judicial foreclosure of or in the exercise of any other remedy under the Notes, so long as no judgment in the nature of a deficiency or other personal money judgment or seeking personal liability shall be asked for or (if obtained) enforced against the Grantor or against such transferee for payment of the Notes.

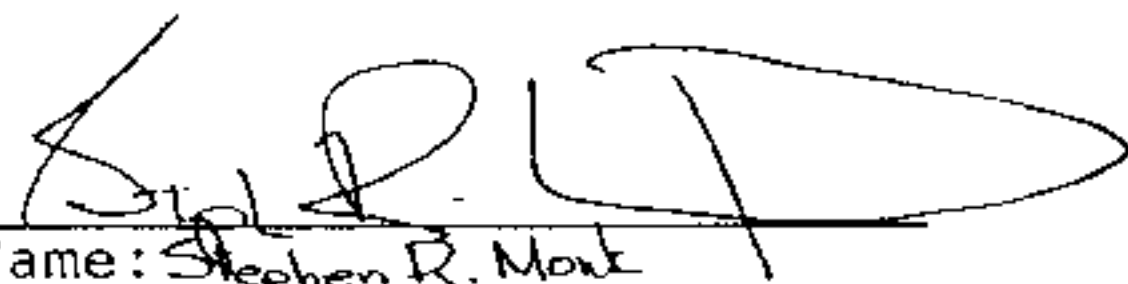
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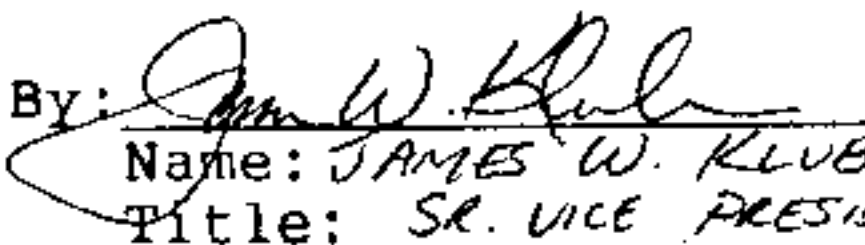
IN WITNESS WHEREOF, Daniel U.S. Properties, Ltd., and Daniel Meadow Brook One Limited Partnership have caused this Indenture to be executed and delivered, as of the day and year first above written.

DANIEL U.S. PROPERTIES, LTD., a
Virginia limited partnership

Attest:

By: Daniel Realty Investment Corporation,
a Virginia corporation, its sole
general partner



Name: Stephen R. Monk
Title: Secretary

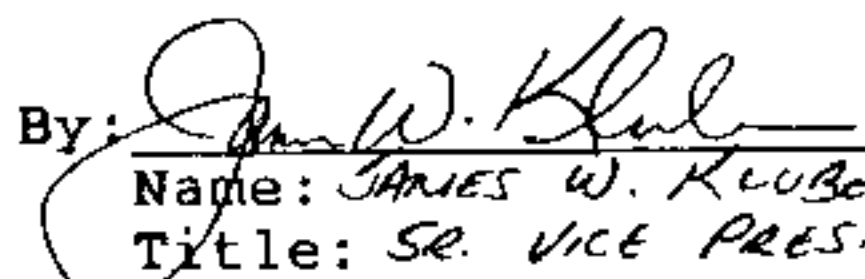
By:  (SEAL)
Name: JAMES W. KLUBER
Title: SR. VICE PRESIDENT

DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP
a Virginia limited partnership
registered as a foreign limited
partnership in the State of Alabama
under the name "Daniel Meadow Brook One
Limited Partnership"

Attest:

By: Daniel Realty Investment
Corporation-Meadow Brook One, a
Virginia corporation, a general
partner


Name: Stephen R. Monk
Title: Secretary

By:  (SEAL)
Name: JAMES W. KLUBER
Title: SR. VICE PRESIDENT

By: Daniel Realty Company, a New York
general partnership, a general partner

By: Daniel Equity Partners, L.P., a
Virginia limited partnership,
its managing general partner

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By: Daniel Equity Corporation I, a
Virginia corporation, its
managing general partner

[Signature]
Witness

By: [Signature] (SEAL)
Name: JAMES W. KLOBER
Title: SR. VICE PRESIDENT

USF&G REALTY, INC. AND UNITED STATES FIDELITY AND GUARANTY COMPANY
HEREBY EXECUTE THIS INDENTURE OF MORTGAGE AND SECURITY AGREEMENT FOR
THE PURPOSE OF EFFECTING THE DELEGATION OF RIGHTS AND AUTHORITY BY
USF&G REALTY, INC. TO UNITED STATES FIDELITY AND GUARANTY COMPANY AS
SET FORTH IN SECTION 8.1(k).

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY

William I. Splinter
Name: William I. Splinter
Title: Secretary

By: [Signature]
Name: Ronald A. Hughes
Title: Vice President

ATTEST:

USF&G REALTY, INC.

William I. Splinter
Name: William I. Splinter
Title: Secretary

By: [Signature]
Name: Ronald A. Hughes
Title: Assistant Vice President

Schedule A: Land Parcel (Building One)
Schedule A-1: Land Parcel (Building Two)
Schedule B: Leasing Standards

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STATE OF ALABAMA

SS:

COUNTY OF SHELBY

I, a Notary Public in and for said County in said State, hereby certify that James W. Kluber, whose name as se Vice President of DANIEL REALTY INVESTMENT CORPORATION, a corporation, as general partner of Daniel U.S. Properties, Ltd., a Virginia limited partnership, is signed to the foregoing Indenture of Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Indenture of Mortgage and Security Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 1st day of September, A.D. 1987.

[SEAL]

Rhonda Largin Lusco
Notary Public

My Commission Expires: 11-6-88

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STATE OF ALABAMA

SS:

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that James W. Klube, whose name as Sec. Vice President of DANIEL REALTY INVESTMENT CORPORATION-MEADOW BROOK ONE, a corporation, as general partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership", is signed to the foregoing Indenture of Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Indenture of Mortgage and Security Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 15th day of September, A.D. 1987.

[SEAL]

Phonda L. L. L. L.
Notary Public

My Commission Expires: 11-6-88

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STATE OF ALABAMA

SS:

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that JAMES W. KUBER, whose name as Sec. Vice President of Daniel Equity Corporation I, a corporation, as managing general partner of Daniel Equity Partners, L.P., a limited partnership, as managing general partner of DANIEL REALTY COMPANY, a general partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership", is signed to the foregoing Indenture of Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Indenture of Mortgage and Security Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 1st day of September, A.D. 1987.

[Seal]

Rhonda L. Lingo-Lucas
Notary Public

My Commission Expires: 11-6-88

BOOK 148 PAGE 820

STATE OF MARYLAND

ss:

CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 31 day of August, 1987, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Ronald A. Harkins, who acknowledged himself to be the Vice President of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Eileen R. Gwin
Notary Public

My Commission Expires: July 1, 1990

BOOK 148 PAGE 821

STATE OF MARYLAND

ss:

CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 31 day of August, 1987, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Ronald A. Hughes, who acknowledged himself to be the Asst Vice President of USF&G REALTY, INC., a Delaware corporation, and that he, as such Asst Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Asst Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Edwin R. Gwin
Notary Public

My Commission Expires: July 1, 1990

BOOK 148 PAGE 822

This instrument was prepared by James W. Brooks, Jr.,
Esquire of Piper & Marbury, 1100 Charles Center South, 36 South
Charles Street, Baltimore, Maryland 21201.

BOOK 148 PAGE 823

SCHEDULE A

MEADOW BROOK 1:
Building Site 1:

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 and in the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway 280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to the point of beginning; thence continue along last described course and along said right-way line a distance of 454.08 feet to a point; thence 95 deg. 58' 47" to the left in a Southeasterly direction a distance of 349.64 feet to a point; thence 18 deg. 11' 54" to the left in a Southeasterly direction a distance of 410.59 feet to a point; thence 100 deg. 21' 42" to the left in a Northeasterly direction a distance of 338.0 feet to a point; thence 64 deg. 00' 00" to the right in a Southeasterly direction a distance of 155.00 feet to a point; thence 95 deg. 33' 57" to the left in a Northeasterly direction a distance of 271.26 feet to a point on a curve to the right having a radius of 79.00 feet and a central angle of 44 deg. 46' 15"; thence 71 deg. 03' 07" to the left (angle measured to tangent) and Northwesterly along the arc of said curve a distance of 61.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 166.73 feet and a central angle of 31 deg. 56' 11"; thence Northwesterly along the arc of said curve a distance of 92.94 feet to P.R.C. (point of reverse curve) of a curve to the right having a radius of 104.23 feet and a central angle of 69 deg. 10' 29"; thence Northwesterly, Northerly and Easterly along the arc of said curve a distance of 125.84 feet to a point; thence 125 deg. 11' 31" to the left (angle measured from tangent) in a Southwesterly direction a distance of 219.00 feet to a point; thence 90 deg. 00' 00" to the right in a Northwesterly direction a distance of 93.57 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated August 17, 1987, last revised August 25, 1987.

TOGETHER WITH THE FOLLOWING EASEMENTS:

DRIVEWAY AREA FOR BUILDING I:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said

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1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right of way line of U.S. Highway #280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along said highway right of way line a distance of 1634.70 feet to a point; thence 90 deg. 20' 30" to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 deg. 00' to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 deg. 10' 29"; thence 125 deg. 11' 31" to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 deg. 56' 11"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 44 deg. 46' 15"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 deg. 03' 07" to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84 deg. 26' 03" to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway, said point being a curve to the left having a radius of 385.00 feet and a central angle of 9 deg. 02'; thence 86 deg. 11' 20" to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence 102 deg. 50' 39" to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence 84 deg. 26' 03" to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated August 17, 1987, last revised August 25, 1987.

EASEMENT AREA NO. 2:

An Easement for ingress and egress over and across parcel of land situated in the South 1/4 of Section 31, Township 18 South, Range 1 West and the North 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 Section a distance of 1113.82 feet to a point on the Southerly right of way line of U. S. Highway #280;

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thence in a Southwesterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 877.11 feet to a point lying 30.00 feet Easterly of the centerline of the left lane of Corporate Parkway, said point being the point of beginning; thence 89 deg. 55 min. 41 sec. to the left in a Southerly direction along a line lying 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 18.04 feet to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet and a central angle of 8 deg. 43 min. 02 sec; thence along the arc of said curve in Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 129.32 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 505.00 feet and a central angle of 38 deg. 18 min. 40 sec; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 337.67 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along a line 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 195.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angle of 38 deg. 58 min. 20 sec.; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 156.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along a line 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet and a central angle of 116 deg. 43 min. 03 sec.; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction 30.00 feet Southeasterly, Southerly and Southwesterly of the centerline of Corporate Parkway a distance of 761.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 455.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 440.00 feet and a central angle of 52 deg. 32 min. 36 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction 30.00 feet Southerly of the centerline of the left lane of Corporate Parkway a distance of 107.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 339.95 feet and a central angle of 54 deg. 36 min. 23 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 323.99 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of

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and parallel to the centerline of the left lane of Corporate Parkway a distance of 98.79 feet to a point on the Southeasterly right of way line of Meadow Brook Road, said point being on a curve to the right having a radius of 468.64 feet and a central angle of 13 deg. 40 min. 48 sec.; thence 84 deg. 53 min. 15 sec. to the right (angle measured to tangent) in a Northeasterly direction along the Southeasterly right of way line of Meadow Brook Road and along the arc of said curve to the right a distance of 111.89 feet to a point; thence 75 deg. 02 min. 27 sec. to the right (angle measured to tangent) in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 18.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 307.67 feet and a central angle of 42 deg. 06 min. 45 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 226.14 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 285.01 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet and a central angle of 56 deg. 17 min.; thence along the arc of said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 225.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 1150.00 feet and a central angle of 10 deg. 50 min. 38 sec.; thence along the arc of said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 217.65 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 240.00 feet and a central angle of 125 deg. 00 min.; thence along the arc of said curve in a Southeasterly, Easterly, Northeasterly and Northerly direction 30.00 feet Northeasterly, Northerly, Northwesternly and Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 523.60 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 150.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 385.00 feet and a central angle of 57 deg. 33 min. 35 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesternly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 386.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction 30.00 feet Northwesternly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 155.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.68 feet and a central angle of 53 deg. 07 min. 48 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesternly of and

parallel to the centerline of the right lane of Corporate Parkway a distance of 255.64 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 2037.80 feet and a central angle of 3 deg. 13 min. 04 sec; thence along the arc of said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 114.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 17.89 feet to a point on the Southerly right of way line of U. S. Highway #280; thence 89 deg. 55 min. 41 sec. to the right in an Easterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 118.00 feet to the point of beginning.

According to the survey of Walter Schoel Engineering Co., dated December, 1985.

BOOK 148 PAGE 828

SCHEDULE A-1

MEADOW BROOK II:
BUILDING SITE II:

A parcel of land situated in the South Half of the Southwest Quarter, Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West and run North along the East line of said 1/4-1/4 Section a distance of 1115.12 feet to a point on the Southerly right-of-way line of U.S. Highway No. 280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along the Southerly right-of-way line of U.S. Highway 280 a distance of 2088.78 feet to the point of beginning; thence 95 deg. 58' 47" to the left in a Southeasterly direction a distance of 349.64 feet to a point; thence 18 deg. 11' 54" to the left in a Southeasterly direction a distance of 410.59 feet to a point; thence 62 deg. 39' 13" to the right in a Southwesterly direction a distance of 237.30 feet to a point on the Northeasterly right-of-way line of Corporate Parkway; thence 96 deg. 11' 19" to the right in a Northwesterly direction along said right-of-way line a distance of 125.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 460.00 feet and a central angle of 56 deg. 17'; thence Northwesterly, Westerly and Southwesterly along said right-of-way line and along the arc of said curve a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence Southwesterly tangent to said curve and along said right-of-way line a distance of 184.65 feet to a point; thence 91 deg. 13' 08" to the right in a Northwesterly direction a distance of 94.02 feet to a point; thence 11 deg. 07' 13" to the right in a Northwesterly direction a distance of 196.54 feet to a point; thence 60 deg. 36' 35" to the left in a Northwesterly direction a distance of 49.70 feet to a point on the Easterly right-of-way line of Meadow Brook Road; thence 90 deg. 14' 33" to the right to the tangent of a curve to the left having a radius of 724.15 feet and a central angle of 16 deg. 03' 04"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 202.87 feet to a point; thence 92 deg. 13' 02" to the right (angle measured to tangent) in a Southeasterly direction a distance of 43.53 feet to a point; thence 33 deg. 54' 52" to the left in a Northeasterly direction a distance of 80.92 feet to a point; thence 50 deg. 24' 43" to the left in a Northeasterly direction a distance of 53.70 feet to a point; thence 90 deg. 37' 49" to the right in a Southeasterly direction a distance of 172.38 feet to a point; thence 81 deg. 13' 47" to the left in a Northeasterly direction a distance of 102.26 feet to a point; thence 17 deg. 59' 39" to the right in a Northeasterly direction a distance of 118.96 feet to a point; thence 45 deg. 55' 11" to the left in a Northerly direction a distance of 76.61 feet to a point on the Southerly right-of-way line of U.S. Highway No. 280; thence 88 deg. 53' 24" to the right in an Easterly direction along said right-of-way line a distance of 29.50 feet to a point; thence 2 deg. 40' 15" to the left in a Northeasterly direction along said right-of-way line a distance of 131.99 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated July 20, 1987, revised on August 12, 1987, and last revised on August 26, 1987.

TOGETHER WITH THE FOLLOWING EASEMENTS:

EASEMENT AREA NO. 2:

An Easement for ingress and egress over and across parcel of land situated in the South 1/4 of Section 31, Township 18 South, Range 1 West and the North 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 Section a distance of 1113.82 feet to a point on the Southerly right of way line of U. S. Highway #280; thence in a Southwesterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 877.11 feet to a point lying 30.00 feet Easterly of the centerline of the left lane of Corporate Parkway, said point being the point of beginning; thence 89 deg. 55 min. 41 sec. to the left in a Southerly direction along a line lying 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 18.04 feet to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet and a central angle of 8 deg. 43 min. 02 sec; thence along the arc of said curve in Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 129.32 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 505.00 feet and a central angle of 38 deg. 18 min. 40 sec; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 337.67 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along a line 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 195.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angle of 38 deg. 58 min. 20 sec.; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 156.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along a line 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet and a central angle of 116 deg. 43 min. 03 sec.; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction 30.00 feet Southeasterly, Southerly and Southwesterly of the centerline of Corporate Parkway a distance of 761.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 455.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 440.00 feet and a central angle of 52 deg. 32 min. 36 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction 30.00 feet Southerly of the centerline of the left lane of Corporate Parkway a distance of 107.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 339.95 feet and a central angle of 54 deg. 36 min. 23 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 323.99 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of

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and parallel to the centerline of the left lane of Corporate Parkway a distance of 98.79 feet to a point on the Southeasterly right of way line of Meadow Brook Road, said point being on a curve to the right having a radius of 468.64 feet and a central angle of 13 deg. 40 min. 48 sec.; thence 84 deg. 53 min. 15 sec. to the right (angle measured to tangent) in a Northeasterly direction along the Southeasterly right of way line of Meadow Brook Road and along the arc of said curve to the right a distance of 111.89 feet to a point; thence 75 deg. 02 min. 27 sec. to the right (angle measured to tangent) in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 18.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 307.67 feet and a central angle of 42 deg. 06 min. 45 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 226.14 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 285.01 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet and a central angle of 56 deg. 17 min.; thence along the arc of said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 225.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 1150.00 feet and a central angle of 10 deg. 50 min. 38 sec.; thence along the arc of said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 217.65 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 240.00 feet and a central angle of 125 deg. 00 min.; thence along the arc of said curve in a Southeasterly, Easterly, Northeasterly and Northerly direction 30.00 feet Northeasterly, Northerly, Northwesterly and Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 523.60 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 150.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 385.00 feet and a central angle of 57 deg. 33 min. 35 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 386.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 155.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.68 feet and a central angle of 53 deg. 07 min. 48 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and

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parallel to the centerline of the right lane of Corporate Parkway a distance of 255.64 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 2037.80 feet and a central angle of 3 deg. 13 min. 04 sec; thence along the arc of said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 114.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 17.89 feet to a point on the Southerly right of way line of U. S. Highway #280; thence 89 deg. 55 min. 41 sec. to the right in an Easterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 118.00 feet to the point of beginning.

According to the survey of Walter Schoel Engineering Co., dated December, 1985.

BOOK 148 PAGE 532

SCHEDULE B

LEASING STANDARDS

All leases for space in the Property other than those leases previously approved by Mortgagee shall conform with the conditions set forth below (the "leasing standards") or upon such other terms as Mortgage may reasonably accept:

1. The primary term of any lease shall be for a term of not fewer than thirty-six (36) months nor more than sixty-six (66) months.
2. The leases may include rights and options to renew the term thereof at the then prevailing market rental for a period not to exceed sixty (60) months.
3. During the twenty-four (24) months following the initial disbursement date (the "leaseup period"), the leases shall provide for an annual base rent at a rate not less than \$15.50 per square foot of net rentable area of office space. After the leaseup period, all leases must be at a rate not less than the then average base rent per square foot.
4. All leases shall provide that office tenants shall pay all taxes and operating expenses in respect of the Property in excess of \$4.90 per square foot of net rentable area, provided, however, nothing herein shall be construed to prohibit leases whereby all tenants pay taxes and operating expenses in excess of the amounts recited above.
5. The standard form of lease (subsequent to approval by Lender) shall not be materially altered or amended without the prior written consent of Mortgagee.
6. All leases shall be duly authorized and properly executed by Grantor pursuant to all necessary corporate or partnership action.
7. Amounts allocated for tenant finish work shall not be greater than \$12.00 per square foot of net rentable area.

Leases conforming to the above standards shall be deemed automatically approved. All other leases shall be subject to Mortgagee's reasonable approval. These leasing standards shall apply from the date of this Indenture until the date 66 months after the initial disbursement date. Thereafter the parties shall revise such standards annually by submission by Grantor

BOOK 145 PAGE 333

to Mortgagee during the 64th month following the initial disbursement date and each 12th month thereafter of proposed leasing standards with appropriate supporting data to show that such proposed standards conform to market standards at other buildings of equal or better architectural and construction quality, location, amenities and management in the Birmingham, Alabama area. The leasing standards shall be subject to Mortgagee's approval, such approval not to be unreasonably withheld. Mortgagee shall respond to annual initial submissions within 22 business days and within 10 business days to subsequent revised submissions. Mortgagee's failure to approve or disapprove submissions within the prescribed time periods shall mean that such submissions are conclusively deemed approved.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 SEP -1 PM 2:59

Thomas A. Swannick, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mig. Tax		35,250.00
3. Recording Fee		91.50
4. Indexing Fee		1.00
TOTAL		35,342.50

