

AMENDED AND RESTATED
NOTICE OF VARIANCE AND DISCLAIMER
OF RESERVED EASEMENTS

THIS AMENDED AND RESTATED NOTICE OF VARIANCE AND DISCLAIMER OF RESERVED EASEMENTS is made and executed as of the 2ND day of June, 1988 by and among DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel U.S. Properties, Ltd. ("Developer"), DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook One, Ltd. ("Daniel One"), and DANIEL MEADOW BROOK III LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook III, L.P., doing business in the State of Alabama as Daniel Meadow Brook III, Limited Partnership ("Daniel Three").

R E C I T A L S:

Developer has heretofore dedicated and declared that certain real property situated in Shelby County, Alabama be subject to a Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 1, 1985 and recorded in Book 064, Page 91, in the Probate Office of Shelby County, Alabama, as amended by amendments dated April 1, 1986, July 22, 1987 and March 28, 1988, recorded, respectively, in Book 095, Page 826, Book 141, Page 784 and Book 177, Page 244, in said Probate Office (hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise specifically defined herein shall have the same meanings given to them in the Declaration.

Developer is the Owner and Daniel One is the Leasehold Owner of Lot 2 ("Lot 2") and Lot 4 ("Lot 4"), according to Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

Daniel Three is the Owner in fee simple of Lot 1 (the "Daniel Three Lot"), according to Map and Survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72, in the Probate Office of Shelby County, Alabama.

Section 4.10 of the Declaration sets forth certain building density limitations with respect to any improvements constructed on any Lot. Section 4.15 of the Declaration provides that no Improvements are to be built on any Lot within the Setback Lines or any Easement Areas. Section 4.19 of the Declaration provides that the

Architectural Control Committee shall have the right to grant variances with respect to any Lot which may not satisfy the provisions or requirements of the Declaration, including, specifically, Sections 4.10 and 4.15 thereof.

Pursuant to Sections 6.01 through 6.06 of the Declaration, Developer has reserved for itself and its successors and assigns certain easements over and upon each Lot.

Developer, Daniel One and Daniel Three have heretofore entered into a Notice of Variance and Disclaimer of Reserved Easements dated as of August 26, 1987 (the "Original Variance") which has been recorded in Book 147, Page 666 in the Probate Office of Shelby County, Alabama.

As a result of the subdivision of Lots 2 and 4 and the Daniel Three Lot (as hereinabove described), the parties hereto desire to amend and restate the Original Variance in its entirety in order to reflect the proper legal descriptions of the property owned by Developer (and of which Daniel One is a Leasehold Owner) and owned by Daniel Three.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties do hereby agree as follows:

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1. Restatement. The Original Variance is hereby amended and restated in its entirety by the provisions of this Amended and Restated Notice of Variance and Disclaimer of Reserved Easements.
2. Variances with Respect to Density and Building Height Requirements.
 - (a) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on Lot 2 as shown by survey (the "Building One Survey") dated August 17, 1987 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
 - (b) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on Lot 4 as shown by survey (the "Building Two

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Survey") dated July 20, 1987 and revised August 12, 1987 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

- (c) The provisions of Section 4.10(a) and (b) of the Declaration concerning density requirements are hereby waived with respect to the existing Improvements situated on the Daniel Three Lot as shown by survey (the "Building Three Survey") dated May 10, 1988 prepared by Walter Schoel Engineering Company, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

3. Variance with Respect to Construction of Improvements within Setback Lines and Easement Areas.

- (a) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on Lot 2 as shown on the Building One Survey.
- (b) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on Lot 4 as shown as the Building Two Survey.
- (c) The provisions of Section 4.15 of the Declaration prohibiting any Improvements within Setback Lines or Easement Areas are hereby waived with respect to the existing Improvements situated on the Daniel Three Lot as shown on the Building Three Survey.

4. Disclaimer of Reserved Easements. Developer does hereby disclaim, remise and release any right, title or interest of Developer in and to the following:

- (a) Any portion of the Easement Areas within Lot 2 upon which the existing Improvements, as shown in the Building One Survey, are situated.

- (b) Any portion of the Easement Areas within Lot 4 upon which the existing Improvements, as shown in the Building Two Survey, are situated.
- (c) Any portion of the Easement Areas within the Daniel Three Lot upon which the existing Improvements, as shown in the Building Three Survey, are situated.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Notice of Variance and Disclaimer of Reserved Easements as of the day and year first above written.

DANIEL U.S. PROPERTIES LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: Daniel Realty Investment
Corporation, a Virginia corporation,
Its General Partner

By:

Its: Senior Vice President

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DANIEL MEADOW BROOK ONE LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: Daniel Realty Investment
Corporation - Meadow Brook One, a
Virginia corporation, its General
Partner

By:

Its: Vice President

DANIEL MEADOW BROOK III LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: Daniel Realty Corporation, an
Alabama corporation, its General
Partner

By:

Its: Vice President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEPHEN R. MONK whose name as SENIOR VICE PRESIDENT of Daniel Realty Investment Corporation, a Virginia corporation, as general partner of Daniel U. S. Properties Limited Partnership, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as general partner as aforesaid.

Given under my hand and official seal this 2nd day of JUNE, 1988.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

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PAGE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK R. PETERSON whose name as VICE PRESIDENT of Daniel Realty Investment Corporation - Meadow Brook One, a Virginia corporation, as general partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as general partner as aforesaid.

Given under my hand and official seal this 2nd day of JUNE, 1988.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK R. PETERSON whose name as Vice President of Daniel Realty Corporation, an Alabama corporation, as general partner of Daniel Meadow Brook III Limited Partnership, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as general partner as aforesaid.

Given under my hand and official seal this 2nd day of JUNE, 1988.

Shila D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

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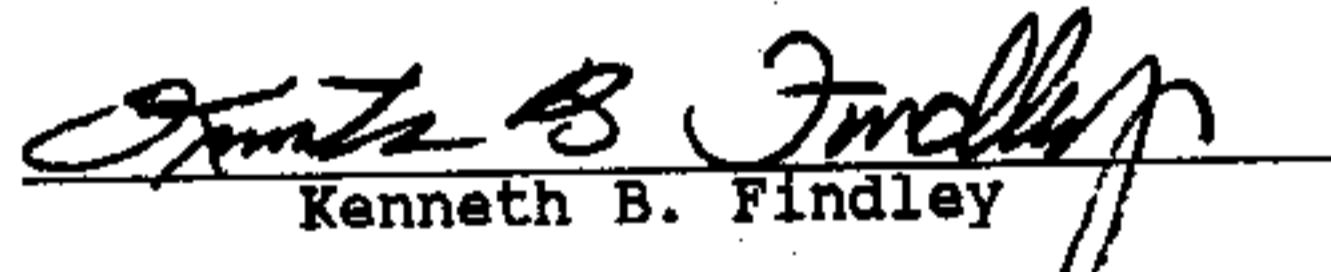
CONSENT

The undersigned, constituting all of the members of the Architectural Control Committee of Meadow Brook Corporate Park South, hereby consent to the foregoing Amended and Restated Notice of Variance and Disclaimer of Reserved Easements dated as of JUNE 2, 1988 by Daniel U.S. Properties Limited Partnership, Daniel Meadow Brook One Limited Partnership and Daniel Meadow Brook III Limited Partnership doing business in the State of Alabama as Daniel Meadow Brook III, Limited Partnership.

Dated as of the 2nd day of JUNE, 1988.


F. Bruce Gleissner


Susan E. Carr
Susan E. Carr


Kenneth B. Findley

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STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that F. Bruce Gleissner whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of JUNE, 1988.


Sheila D. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that SUSAN E. CARR whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of JUNE, 1988.

Sheila D. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

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STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said State, hereby certify that KENNETH B. FINDLEY whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

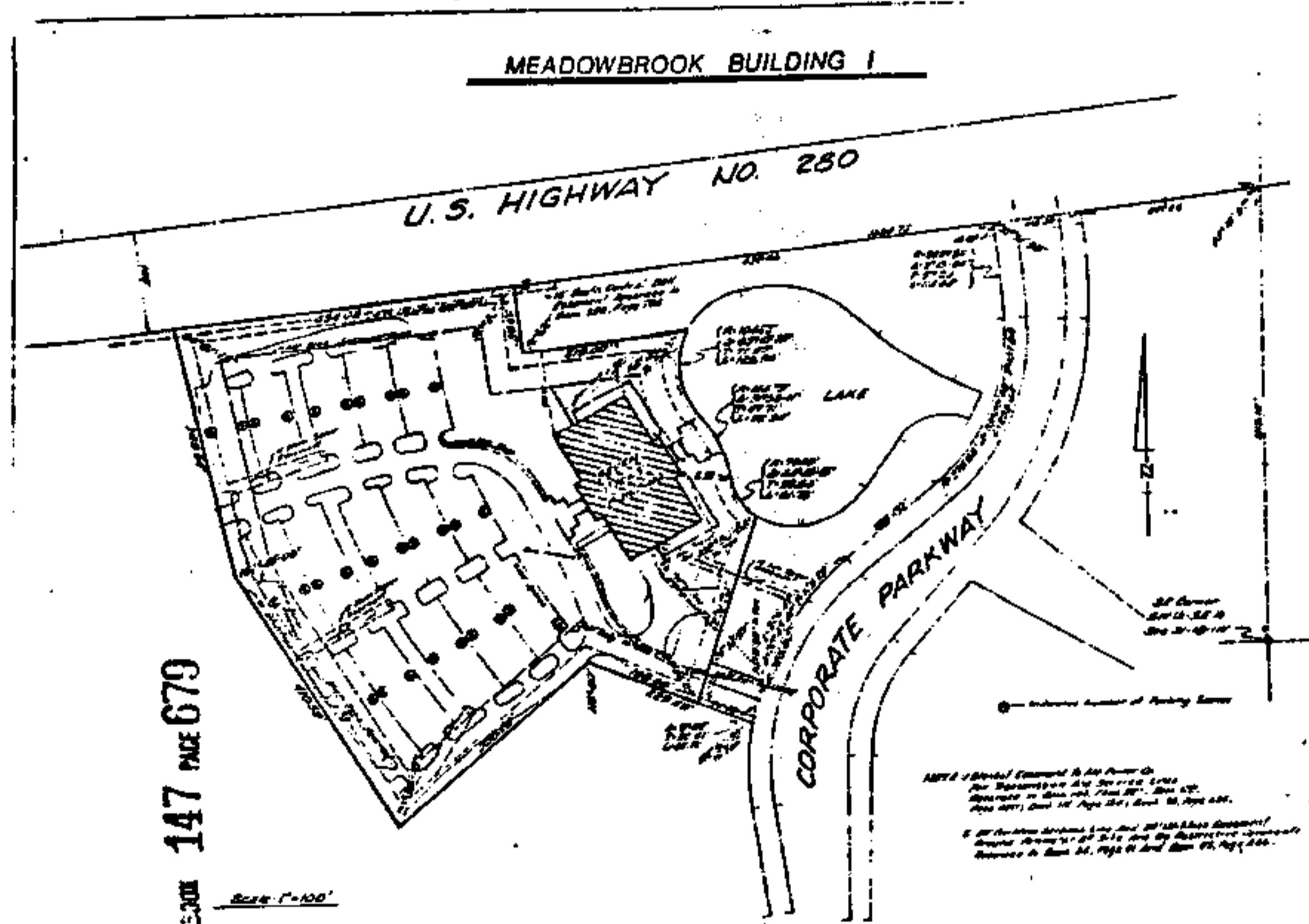
Given under my hand this 2nd day of JUNE, 1988.

Sheila D. Ellis
NOTARY PUBLIC

My commission expires: 2/5/90

EXHIBIT A

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22273 OF 222800
FILED, CONSULT

beginning at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 10 South, Range 1 West whence northerly along the East line of said L.S. & S.W. addition a distance of 111.12 feet to the point of intersection of whence northerly along the East line of said L.S. & S.W. addition a distance of 111.12 feet to the point of intersection of said East line with the Southwesterly right-of-way line of U.S. Highway 180; thence bearing 044°31' to the left in a Southwesterly direction across said highway right-of-way line a distance of 164.10 feet to the point of beginning; thence continued along said highway right-of-way line a distance of 494.28 feet to a point; thence 010°38'57" to the left in a Southwesterly direction across said highway right-of-way line a distance of 149.44 feet to a point; thence 151°11'52" to the left in a Southwesterly direction a distance of 116.34 feet to a point; thence 120°21'43" to the left in a Southwesterly direction a distance of 418.49 feet to a point; thence 120°21'43" to the left in a Southwesterly direction a distance of 111.36 feet dimension of 235.00 feet to a point; thence 044°31'50" to the right in a Southwesterly direction a distance of 271.32 feet to a point; thence 010°38'57" to the left in a Southwesterly direction a distance of 171.32 feet to a point on a curve to a point; thence 151°11'52" to the left in a Southwesterly direction a distance of 15.00 feet and a central angle of 44°34'11"; thence 151°11'52" to the left along a curve having a radius of 35.00 feet and a central angle of 44°34'11"; thence 010°38'57" to the left along a curve of 10 degrees; and Southwesterly along the arc of said curve a distance of 61.71 feet to the P.C. (point of curve) of a curve to the left said curve having a radius of 4.31 feet to the P.C. (point of curve) of a curve to the left said curve having a radius of 4.31 feet and a central angle of 164.73 feet and a central angle of 11°34'11"; thence Southwesterly along the arc of said curve a distance of 91.34 feet to the P.P.C. (point of reverse curve) as a curve to the right having a radius of 164.28 feet and a central angle of 43°18'23"; thence Southwesterly, Southwesterly and Eastwardly along the arc of said curve a distance of 135.54 feet to a point; thence 121°11'12" to the left (angle measured from compass) in a Southwesterly direction a distance of 116.00 feet to a point; thence 044°31'50" to the right in a Southwesterly direction a distance of 11.37 feet to the point of beginning.

Concurrent 201,000,000 shares total at \$1.25 per share.

ПРИЧЕРНОМОРСКИЙ

beginning at the point of intersection of the Easterly right-of-way line of Meadow Brook Road and the Southwesterly right-of-way line of E.S. Highway 2200 and run Easterly along the Southwesterly right-of-way line of E.S. Highway 2200 a distance of 461.49 feet to a point known 540'75" to the left in a Southwesterly direction along the Southwesterly right-of-way line of E.S. Highway 2200 a distance of 580.50 feet to a point known 570'75" to the right in a Southerly direction a distance of 91.57 feet to a point known 58'75" to the left in an easterly direction a distance of 219.06 feet to a point on the boundary of Lot 61, said point being on a curve to the left having a radius of 100.73 feet and a central angle of 40°18'29"; thence 125'11'31" to the right (angle measured to the right) and along the arc of said curve along the boundary of Lot 61 a distance of 121.84 feet to the R.R.M. point of reverse curve of a curve to the right along a radius of 104.71 feet and a central angle of 11°34'41"; thence along the arc of said curve and along the boundary of Lot 61 a distance of 93.34 feet to the R.R. point of tangent of said curve (angle in the tangent to said arc of Lot 61 a distance of 4.71 feet to the R.R. point of tangent of said curve) whence in the tangent to said arc of Lot 61 a distance of 4.71 feet to the R.R. point of curve of a radius of 63.36 feet to the R.R. point of curve of a curve in a Southwesterly direction a distance of 100.46 feet to the right in a Southerly direction a distance of 46.71 feet to the right along the arc of said curve and curve to the left having a radius of 71.65 feet and a central angle of 66°44'41"; thence along the arc of said curve and along the boundary of Lot 61 a distance of 4.71 feet to a point known 70'75" to the right (angle measured to the right) and boundary of Lot 61 a distance of 219.06 feet to the point of beginning (point 570'75" to the left) forming a Southwesterly direction a distance of 219.06 feet to the point of beginning (point 540'75") to the left forming a Southwesterly direction a distance of 71.65 feet to a point on the Northeasternerly line of Carpenter Road, said point being a curve to the left having a radius of 115.77 feet and a central angle of 11°34'41" (angle measured to the right) and curve to the right in a Northeasternerly direction a distance of 46.71 feet to a point known 570'75" to the right along the arc of said curve a distance of 100.46 feet to the right (angle measured to the right) and along the arc of said curve forming a Southwesterly direction a distance of 46.71 feet to a point known 540'75" to the right in a Northeasternerly direction a distance of 71.65 feet to the point of beginning.

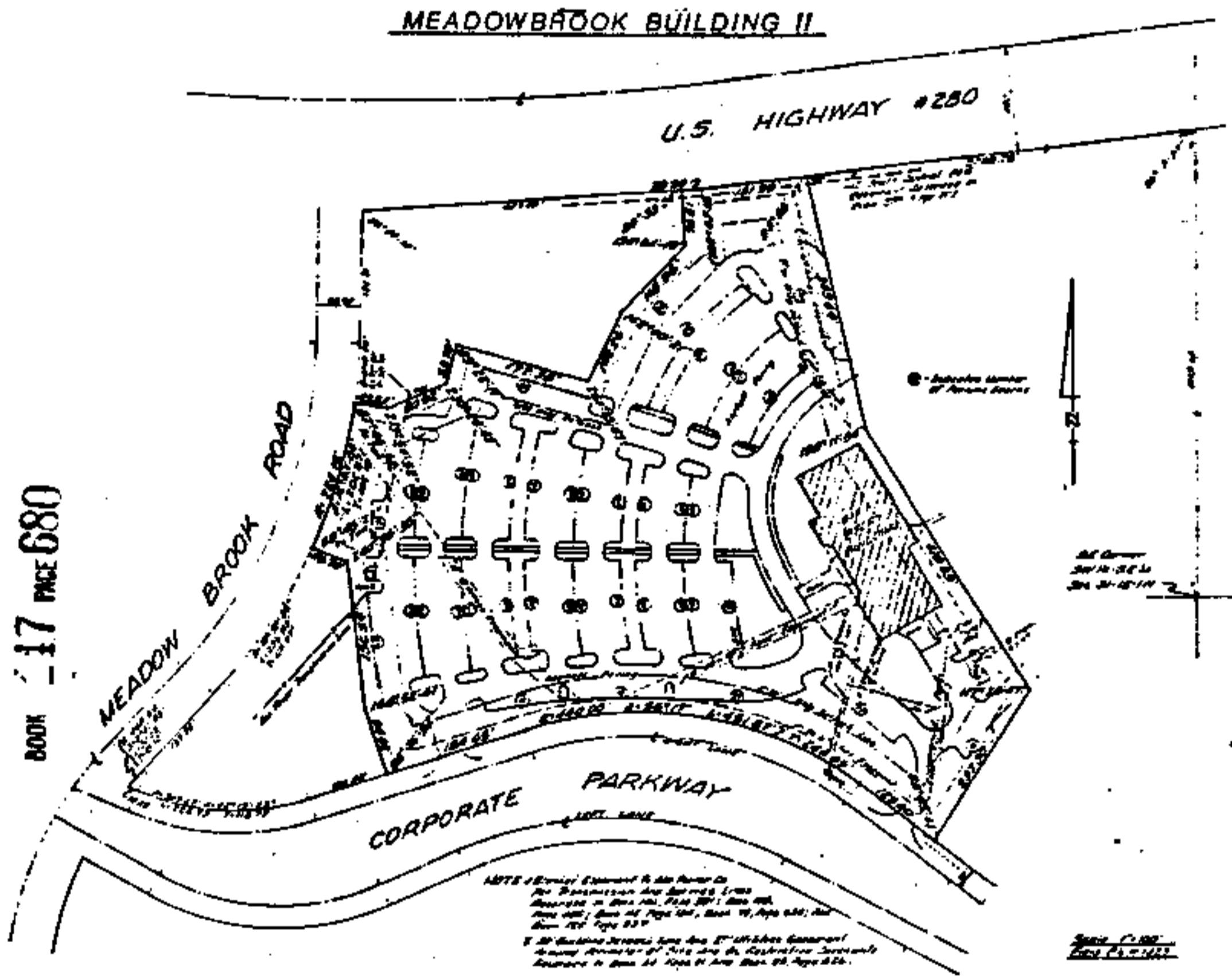
（三）在本办法施行前，已经取得的有关执照、登记证、批准书、证明书等，继续有效。

Estimate 3,000,000.

1996-1997 Annual Report

EXHIBIT B

BOOK 187 PAGE 593



STATE OF ALABAMA
SHAYLA COOK

J. Joseph D. Schmit, a Commissioned Civil Engineer and Land Surveyor of Birmingham, Alabama, hereby certify to General Passes House L., Ltd.; Sawyer Title Insurance Corporation; United States Fidelity and Guaranty Company, a Kentucky Corporation; and U.S.F. & G. Realty Co., a Private Corporation that this is a true and correct copy of a map at a survey made by me at a point of land situated at the South Hall of the Southwest quarter of Section 11, Township 18 South, Range 1 West, Perry County, Alabama, being more particularly described at 161168.

Commence at the Southeastern corner of the S.W. 1/4 of Section 31, Township 21 South, Range 5 West and run north 4.46° the East line of said 1/4; a distance of 111.12 feet to a point on the Southerly right-of-way line of U.S. Highway No. 21G; thence 79° 46' 07" to the left in a Northeasternly direction along the Southerly right-of-way line of U.S. Highway 21G a distance of 2088.70 feet to the point of intersection; thence 53° 47' 27" to the left in a Northeasternly direction a distance of 169.46 feet to a point; thence 15° 21' 34" to the left in a Southeasternly direction a distance of 110.39 feet to a point; thence 82° 29' 32" to the right in a Northeasternly direction a distance of 217.10 feet to a point on the Northeasternly right-of-way line of Corporate Turnpike; thence 96° 11' 17" to the right in a Northeasternly direction along said Northeasternly right-of-way line a distance of 125.28 feet to the P.C. point of curve; at a curve in the Northeasternly direction a distance of 660.00 feet and a general angle of 61° 17'; thence Northeasternly, loosely and Southeasternly along said Northeasternly right-of-way line and along the arc of said curve a distance of 211.87 feet to the P.C. point of tangent of said curve; thence Southeasternly tangent to said curve and along said right-of-way line a distance of 116.18 feet to a point; thence 91° 13' 08" to the right in a Northeasternly direction a distance of 94.93 feet to a point; thence 11° 57' 13" to the right in a Northeasternly direction a distance of 194.54 feet to a point; thence 85° 14' 31" to the left in a Northeasternly direction a distance of 49.36 feet to a point on the Eastwesterly right-of-way line of Second Street Road; thence 50° 14' 33" to the right to the tangent of a curve to the left having a radius of 336.11 feet and a central angle of 16° 03' 04"; thence Northeasternly along the arc of said curve and along said right-of-way line a distance of 333.07 feet to a point; thence 51° 13' 02" to the right (angle measured to center) in a Northeasternly direction a distance of 43.53 feet to a point; thence 33° 31' 37" to the left in a Northeasternly direction a distance of 98.92 feet to a point; thence 18° 24' 03" to the left in a Northeasternly direction a distance of 17.70 feet to a point; thence 53° 17' 49" to the right in a Southeasternly direction a distance of 172.10 feet to a point; thence 81° 53' 47" to the left in a Southeasternly direction a distance of 122.26 feet to a point; thence 17° 39' 39" to the right in a Southeasternly direction a distance of 118.46 feet to a point; thence 45° 33' 11" to the left in a Northerly direction a distance of 94.81 feet to a point on the Southerly right-of-way line of U.S. Highway 21G; thence 68° 11' 25" to the right in an Eastwesterly direction along said Northeasternly right-of-way line a distance of 27.93 feet to a point; thence 2° 44' 15" to the left in a Northeasternly direction a long straight-of-way line a distance of 11.56 feet to the P.C. of Second Street.

SEARCHED - INDEXED - SERIALIZED - FILED - 10-16-01 - CLT

This property is not situated within the 100 year flood area according to panel 20 of 101 of the National Flood Insurance Program Flood Study of Franklin County, Montana, dated September 16, 1992.

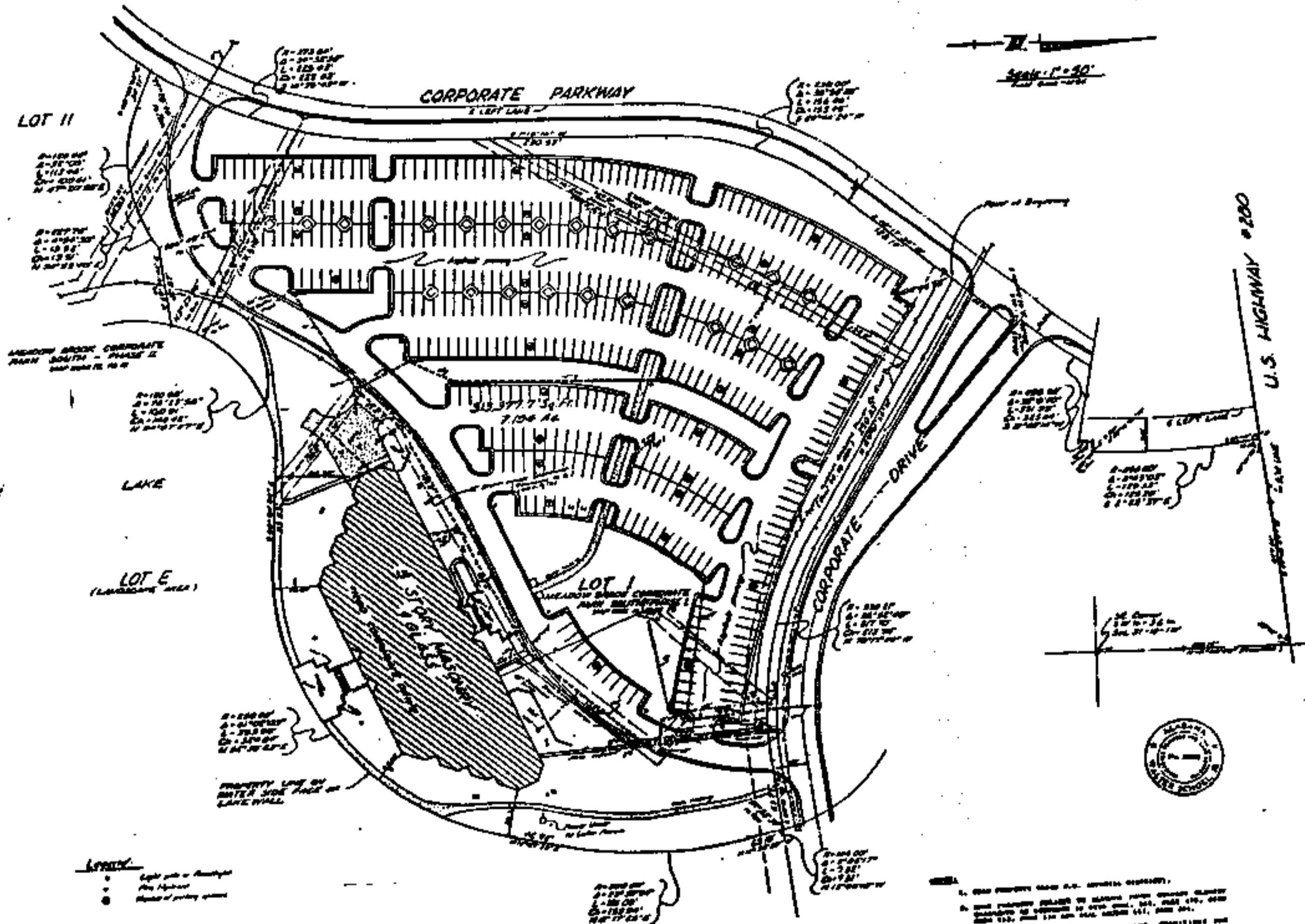
MASTER SCHOOL DESIGN CENTER

July 21, 1941
Received by U.S. Post
Office Department

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EXHIBIT C

MEADOW BROOK 1200



STATE OF NEW YORK
I CERTIFY THIS
INSTRUMENT WAS FILED

08 JUN -2 PM 4:1

1. **представьте себе, что вы - авторитетный специалист.**
2. **представьте себе, что вы - обычный член общества, который не интересуется ни политикой, ни науками, ни искусством.**
3. **представьте себе, что вы - человек, который интересуется политикой и науками, но не искусством.**
4. **представьте себе, что вы - человек, который интересуется искусством, но не политикой и науками.**
5. **представьте себе, что вы - человек, который интересуется политикой, науками и искусством.**

RECORDING FEES

Recording Fee \$27.50

Index Fee

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