

1 Debtor(s) (Last Name First) and address(es)  
Daniel Realty Company  
1200 Corporate Drive  
Birmingham, Alabama 25243

2 Secured Party(ies) and address(es)  
Provident National Bank  
Real Estate Finance Division  
100 South Broad Street  
Philadelphia, Pa. 19110

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
The types or items property covered by this financing statement are more particularly described in Exhibit "A" hereto.

5 Assignee(s) Secured Party and Address(es)  
JUDGE OF PROBATE  
00 DEC 29 PM 3:04  
STATE OF ALABAMA  
FILING OFFICE  
INSTRUMENT NO. 51111  
021855

11.00 + 2.00 = 13.00

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by this financing statement is \$ 7,500,000.00  
Mortgage tax due (15c per \$100.00 or fraction thereof) \$ -0-

Financing Statement relates solely to security interest in contract rights and general intangibles

This statement is filed without the debtor's signature:  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described in which a security interest was perfected.

Check X if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Office of SW 10th County Probate Judge

Daniel Realty Company  
By: Daniel Equity Partners Limited Partnership  
By: Daniel Equity Corporation I  
Signature(s) of Debtor(s)

Provident National Bank  
By: *John H. [Signature]*  
Signature(s) of Secured Party(ies)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1  
Approved by The Secretary of State of Alabama

(1) Filing Officer Copy - Alphabetical

EXHIBIT A

Riverfront Collateral

All of Pledgor's (Debtor's) right, title and interest as limited partner in and to:

1. That certain Amended and Restated Agreement of Limited Partnership of Riverfront Plaza Limited Partnership, dated June 1, 1988, made by and between Daniel Realty Investment Corporation - Riverfront Plaza, Hunton & Williams, Daniel Realty Company and WFS Riverfront Corporation, as amended by that certain First Amendment to Amended and Restated Limited Partnership Agreement of Riverfront Plaza Limited Partnership, dated June 28, 1988, as the same may be amended or modified from time to time.

All of Pledgor's (Debtor's) right, title and interest in and to:

1. That certain Management and Leasing Agreement, dated June 1, 1988, made by and between Riverfront Plaza Limited Partnership and Daniel Realty Corporation, as the same may be modified or extended from time to time.
2. That certain Development Management Agreement, dated June 1, 1988, made by and between Riverfront Plaza Limited Partnership and Daniel Realty Company; as the same may be modified or extended from time to time.
3. Together with all other interests, contract rights, securities, cash or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing, and together with all proceeds thereof.

Exhibit A

Meadow Brook Collateral

All of Pledgor's (Debtor's) right title and interest in and to:

- (1) That certain Certificate and Agreement of Limited Partnership of Daniel Meadow Brook One Limited Partnership, dated May 5, 1987, made by and between Daniel Realty Investment Corporation - Meadow Brook One and Daniel Realty Corporation, as amended by that certain Amendment to Certificate of Limited Partnership, dated July 28, 1987, and as amended by that certain Daniel Meadow Brook One Limited Partnership Amended and Restated Certificate of Limited Partnership, dated December 22, 1987 and as amended by that certain Second Amendment to Certificate and Agreement of Limited Partnership, dated January 1, 1988, as the same may be modified or extended from time to time;
- (2) Together with all other interests, contract rights, securities, cash or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing, together with all proceeds thereof.

JUDGE OF PROBATE

88 DEC 29 PM 2:04

STATE OF ALABAMA  
I CERTIFY THAT  
THIS INSTRUMENT WAS FILED