

1 Debtor(s) (Last Name First) and address(es)  
DANIEL REALTY CORPORATION  
Meadow Brook Corporate Park  
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

For Filing Officer (Date, Time, Number and Filing Office)  
0218521  
88 DEC 29 PM 2:03  
STATE OF ALABAMA  
CLERK OF THE COURT  
INSTRUMENT NO. 88-1111  
JUDGE OF PROBATE

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

5 Assignee(s) of Secured Party and address(es)

11.00 + 1.00 = 12.00

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by this financing statement is \$ 7,500,000.00 Financing Statement relates solely to security interest in contract rights and general intangibles  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-  
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which its proceeds of the original collateral described above in which a security interest was perfected:

Check  If covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
filed with: Office of Shelby County Probate Judge

DANIEL REALTY CORPORATION  
By: [Signature]  
Signature(s) of Debtor(s)

PROVIDENT NATIONAL BANK  
By: [Signature]  
Signature(s) of Secured Party(ies)

(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.

JUDGE OF PROBATE

88 DEC 29 PM 2:03

THE STATE OF TEXAS  
I CERTIFY THAT  
THIS INSTRUMENT WAS FILED