

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE is made and entered into as of the 13th day of October, 1989, by and between DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel Meadow Brook One, Ltd. ("Assignor"), and DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general partnership ("Assignee").

R E C I T A L S:

Daniel U.S. Properties Limited Partnership, a Virginia limited partnership formerly known as Daniel U.S. Properties, Ltd. ("Lessor"), has heretofore leased to Assignor certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land") pursuant to Ground Lease dated as of April 1, 1986 recorded in Real Book 095, at Page 848 in the Probate Office of Shelby County, Alabama, as amended by First Amendment to Ground Lease dated as of July 13, 1988 recorded in Real Book 194, Page 660 in said Probate Office (hereinafter collectively referred to as the "Ground Lease"). Capitalized terms not specifically defined herein shall have the same meanings given to them in the Ground Lease.

Contemporaneously herewith, Assignor shall transfer and convey to Assignee all of Assignee's rights, title and interest in the Improvements situated on the Land, including, specifically, the six-story office building containing approximately 126,430 usable square feet known as Meadow Brook 500 Office Building situated on the Land.

Assignor desires to assign to the Assignee all of its right, title and interest in and to the Ground Lease and Assignee desires to accept such assignment and assume the obligations of Assignor under the Ground Lease.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, Assignor and the Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the the Ground Lease, subject to all of the provisions of the Ground Lease and those matters described in Exhibit B attached hereto and incorporated herein by reference. In addition to the foregoing assignment, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest as the "Owner" of the Land under the Restrictive Covenants.

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2. Acceptance and Assumption. Assignee hereby accepts the above and foregoing assignment and assumes, from and after the date hereof, all of Assignor's obligations under the Ground Lease and the Restrictive Covenants.

3. Notices. From and after the date hereof, all notices to Lessor and Lessee to be provided pursuant to Section 5.1 of the Ground Lease shall be delivered in accordance with the terms and provisions of Section 5.1 of the Lease to the following addresses:

If addressed to Lessee:

Daniel/Fidelity Meadow Brook
Corporate Park General Partnership
c/o Daniel Meadow Brook Associates
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242
Attention: Stephen R. Monk

with a copy to:

Meadow Brook Fidelity Associates
Limited Partnership
c/o USE&G Realty Advisors
Equitable Tower, 11th Floor
100 South Charles Street
Baltimore, Maryland 21201
Attention: Charles R. Werhane

If addressed to Lessor:

Daniel U.S. Properties Limited Partnership
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242
Attention: T. Charles Tickle

4. Successors and Assigns. This Assignment of Ground Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. To facilitate execution, this Assignment of Ground Lease may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

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6. Consent of Lessor. Daniel U.S. Properties Limited Partnership, a Virginia limited partnership, as Lessor under the Ground Lease, has joined in the execution of this Assignment of Lease solely for the purpose of approving and consenting to the assignment by Assignor to Assignee of all of Assignor's right, title and interest in the Ground Lease.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Ground Lease as of the day and year first above written.

ASSIGNOR:

DANIEL MEADOW BROOK ONE
LIMITED PARTNERSHIP,
a Virginia limited partnership

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

By: Ray W. Little
Its: Vice President

ASSIGNEE:

DANIEL/FIDELITY MEADOW BROOK
CORPORATE PARK GENERAL PARTNERSHIP,
an Alabama general partnership

By: Daniel Meadow Brook Associates,
an Alabama general partnership,
Its Managing General Partner

By: Daniel Meadow Brook One
Limited Partnership,
a Virginia limited partnership,
Its Managing Partner

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

By: [Signature]
Its: Senior Vice President

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Gary W. Autto 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 13th day of October, 1989.

Shirley A. Ellis

Notary Public

My Commission Expires: 2/5/90

STATE OF ALABAMA)

SHELBY COUNTY)

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 - MEADOW BROOK ONE, a Virginia corporation, as General Partner of DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, as Managing Partner of DANIEL MEADOW BROOK ASSOCIATES, an Alabama general partnership, which serves as Managing General Partner for DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as aforesaid.

Given under my hand and official seal, this the 13th day of October, 1989.

Shirley A. Ellis

Notary Public

My Commission Expires: 2/5/90

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CONSENT OF LESSOR

The undersigned, Daniel U.S. Properties Limited Partnership, a Virginia limited partnership, as Lessor under the Ground Lease, hereby consents to and approves of the transfer and assignment by Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership, of all of its right, title and interest in the Ground Lease to Daniel/Fidelity Meadow Brook Corporate Park General Partnership, an Alabama general partnership, pursuant to the foregoing Assignment of Ground Lease.

Dated as of the 13th day of October, 1989.

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

STATE OF ALABAMA)

SHELBY COUNTY)

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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner as.

Given under my hand and official seal, this the 13th day of October, 1989.

Shirley A. Ellis
Notary Public

My Commission Expires: 2/5/90

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EXHIBIT A

LEGAL DESCRIPTION OF BUILDING 500 LAND

Lot 2, according to the 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.

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EXHIBIT B

BUILDING 500 PERMITTED TITLE EXCEPTIONS

All easements, restrictions, rights-of-way, reservations
and other matters of record.

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

89 OCT 13 PM 4 18

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	17.50
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	21.50