

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

Inst # 1993-11094

04/21/1993-11094
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 15.00

**ASSIGNMENT OF RIGHTS AS DEVELOPER
FOR MEADOW BROOK CORPORATE PARK SOUTH**

THIS ASSIGNMENT OF RIGHTS is made and entered into as of the 31st day of December, 1992 by and between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("Assignor"), and DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Assignee").

R E C I T A L S:

Assignor is the "Developer" under that certain Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of September 1, 1985, and recorded in Book 064, at Page 91, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by (i) First Amendment thereto dated as of April 1, 1986, and recorded in Book 095, at Page 826 in said Probate Office, (ii) Second Amendment thereto dated as of July 23, 1988 and recorded in Book 141, at Page 784 in said Probate Office, (iii) Third Amendment thereto dated as of March 28, 1988 and recorded in Book 177, at Page 244 in said Probate Office, (iv) Fourth Amendment thereto dated as of June 20, 1989 and recorded in Book 243, at Page 453 in said Probate Office, (v) Fifth Amendment thereto dated as of July 5, 1989 and recorded in Book 245, at Page 89 in said Probate Office and (vi) Sixth Amendment thereto dated as of October 14, 1992 and recorded as Instrument No. 1992-23529 in said Probate Office (the original Declaration, together with the First, Second, Third, Fourth, Fifth and Sixth Amendments thereto, are hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Contemporaneously herewith, Assignor has transferred and conveyed to Assignee all of Assignor's rights, title and interest in the remainder of the Property owned by Assignor which is subject to the terms of the Declaration. Assignor desires to transfer and assign to Assignee and Assignee desires to accept and assume all of Assignor's right, title and interest as Developer under the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign, set-over, deliver and convey to Assignee all of Assignor's right, title and interest as Developer under the Declaration, including, without limitation, all of the Developer's rights under Sections 2.02, 2.03, 2.05, 3.02, 4.13, 5.01, 5.02, 6.01, 6.02, 6.03, 6.04, 6.06, 7.01, 7.04, 7.06, 8.04, 9.02, 9.05, 9.06, 9.12, 9.13 and 9.14 of the Declaration (which rights, title and interest are hereinafter collectively referred to as the "Developer Rights"). Assignor does hereby accept and assume all of the Developer Rights. From and after the date hereof, all references in the Declaration shall mean and refer to Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership, and all consents, approvals, rights, actions, obligations and responsibilities of Developer set forth in the Declaration shall be exercised solely by Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Rights to be executed as of the day and year first above written.

ASSIGNOR:

**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

ASSIGNEE:

**DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP II, an
Alabama limited partnership**

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia
corporation, Its
General Partner

By: 

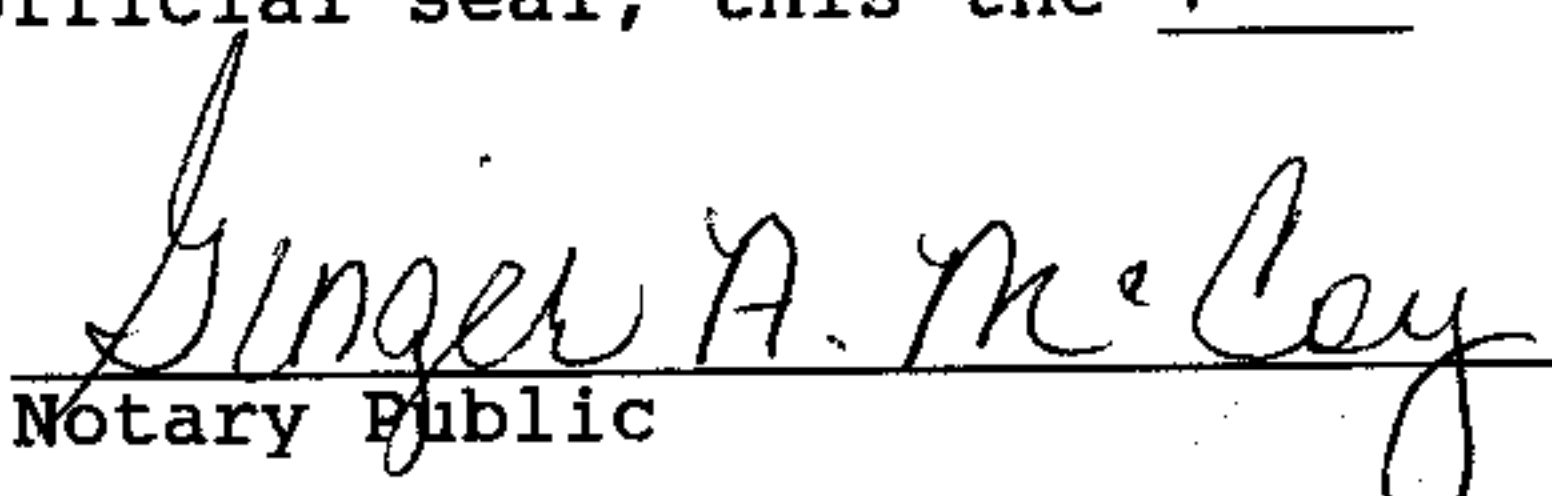
Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen B. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel U.S. Properties, Ltd., 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.

Given under my hand and official seal, this the 1st
day of April, 1993.


Notary Public

My Commission Expires: 8/2/96

MY COMMISSION EXPIRES AUGUST 2, 1996

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 Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama 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.

Given under my hand and official seal, this the 1st day of April, 1993.

Ginger A. McCay
Notary Public

My Commission Expires: 8/2/96

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