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Shelby Cnty Judge of Probate,AL
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Prepared By and Return to:
Powell, Goldstein, Frazer & Murphy
191 Peachtree Street, N.E.
Eleventh Floor
Atlanta, Georgia 30303
Attn: Michele L. Reed, Esq.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Assignment") is made this 30th day of September 1996, by QUAIL 600 LIMITED PARTNERSHIP, an Alabama limited partnership ("Borrower"), the mailing address of which is c/o Daniel Corporation, 1200 Corporate Drive, Birmingham, Alabama 35242-2940, in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation having an address of One Madison Avenue, New York, New York 10010 (hereinafter called "Lender").

WITNESSETH:

FOR VALUE RECEIVED, Borrower hereby grants, transfers and assigns to Lender and its successors and assigns all right, title and interest of Borrower in and to those certain leases more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof with respect to occupancy of space located within the Buildings known as 600 Corporate Parkway, Birmingham, Shelby County, Alabama, located on approximately 6.62 acres and being more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property") together with (i) any extensions, modifications or renewals thereof and (ii) any guarantees of the lessees' obligations thereunder (all of said leases, together with all such guarantees, modifications, extensions or renewals thereof, being hereinafter collectively referred to as the "Leases"), and (iii) any and all security deposits received by Borrower or any agent of Borrower in connection therewith, for the purpose of securing (a) the Secured Indebtedness and (b) performance and discharge of each obligation, covenant and agreement of Borrower contained herein or contained in the other Quail 600 Loan Documents. This Assignment is intended to be an absolute, present assignment from Borrower to Lender. The rents, issues and profits of the Property are hereby assigned absolutely by Borrower to Lender, contingent only upon the occurrence of an Event of Default hereunder as defined hereinbelow. All capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as set forth in that certain Mortgage and Security Agreement dated of even date herewith (the "Mortgage") granted by Borrower to Lender and recorded, or to be recorded, in the Office of the Judge of Probate, Shelby County, Alabama.

CAHABA Title

Inst # 1996-32642

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ARTICLE I.
WARRANTIES AND COVENANTS

1.01 Warranties of Borrower. Borrower hereby warrants and represents to Lender that:

(a) Borrower is the sole owner of landlord's interest under the Leases, is entitled to receive the rents, issues, profits and security deposits under the Leases and from the Property, and has good right to sell, assign, transfer and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred.

(b) Except to Junior Lender, Borrower has neither made nor permitted to be made any assignment other than this Assignment of any of its rights under the Leases to any person or entity.

(c) Borrower has not done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment.

(d) Borrower has not accepted rent under any of the Leases more than sixty (60) days in advance of its due date.

(e) To the best knowledge of Borrower and except as disclosed to Lender in Exhibit "C" attached hereto and by this reference made a part hereof, there is no default by any of the lessees under the terms of any of the Leases except for customary and insubstantial rental delinquencies and other possible minor violations of the Leases which Borrower will, in the ordinary course of business, cause to be cured or pursued in accordance with the terms of the Leases.

(f) Borrower is not prohibited under any agreement with any other person or entity or under any judgment or decree from the execution and delivery of this Assignment or of the Leases, from the performance of each and every covenant of Borrower hereunder and under the Leases, or from the meeting of each and every condition contained herein or in the Leases.

(g) No action has been brought or threatened which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations herein contained.

(h) The Leases, except as specifically recited in that certain Certification of Rent Roll and Lease Status from Borrower to Lender of even date herewith, are unmodified and are in full force and effect.

1.02 Covenants of Borrower. Borrower hereby covenants and agrees with Lender as follows:

(a) Borrower shall (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in the Leases; (ii) give prompt notice to Lender of any claim of default under any of the leases given by any of the lessees thereunder to Borrower or given by Borrower to any of such lessees, together with a complete copy of any such claim; (iii) at the sole cost and expense of Borrower, diligently seek to enforce, short of termination of the Lease, the performance and observance of each and every covenant and condition of the Leases to be performed or observed by the lessees thereunder; and (iv) appear in and defend any action growing out of, or in any manner connected with, any of the Leases or the obligations or liabilities of Borrower, as lessor thereunder, or of any of the lessees or guarantors thereunder.

(b) Borrower shall comply with all of the terms and conditions set forth in Section 1.10 of the Mortgage.

(c) Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future tenant under the Leases to pay rental directly to Lender upon receipt of written demand from Lender to so pay the same.

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to indemnify and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under any of the Leases or under or by reason of this Assignment and from and against all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this Assignment or under any of the Leases.

1.03 Covenants of Lender. Lender, by acceptance hereof, covenants and agrees with Borrower that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits of the Property, so long as there shall exist no Event of Default as hereinafter defined, on the part of Borrower, Borrower shall have the right (i) to collect, but not more than sixty (60) days prior to accrual, all such rents, issues and profits from the Property and to retain, use and enjoy the same, and (ii) to maintain the security deposits in a separate, identifiable account in a bank acceptable to Lender.

(b) Upon (i) the payment in full of the Secured Indebtedness at the times and in the manner stipulated in the Quail 600 Loan Documents, Borrower's keeping, performing and observing all and singular the covenants and promises of Borrower in the Quail 600 Loan Documents and the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of Lender affecting the Property or (ii) a sale or transfer of the Property in accordance with Section 3.03(d) of the Mortgage, this Assignment shall become and be void and of no further effect.

ARTICLE II.
DEFAULT

2.01 Event of Default. The occurrence of an Event of Default under the Mortgage shall constitute an "Event of Default" hereunder.

2.02 Remedies. Upon the occurrence of any Event of Default and the expiration of any applicable cure period under Section 2.02 of the Mortgage, Lender may at its option, with or without notice or demand of any kind (except as may be provided in any of the Quail 600 Loan Documents), exercise any or all of the following remedies:

(a) Declare any part or all of the indebtedness evidenced by the Quail 600 Loan Documents to be due and payable, whereupon the same shall become immediately due and payable;

(b) Perform any and all obligations of Borrower under any or all of the Leases or this Assignment and exercise any and all rights of Borrower herein or therein as fully as Borrower itself could do, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases on the Property on any terms and conditions deemed desirable by Lender; and, to the extent Lender shall incur any costs in connection with the performance of any such obligations of Borrower, including costs of litigation, then all such costs shall become a part of the indebtedness secured by the Quail 600 Loan Documents, shall bear interest from the time incurred thereof at the default interest rate specified in the Note, and shall be due and payable on demand;

(c) In Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(d) Collect the rents, issues and profits and any other sums due under the Leases with respect to the Property, and apply the same in such order as Lender in its sole discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees actually incurred, in connection with the operation of the Property, the performance of Borrower's obligations under the Leases and collection of the rents thereunder; (ii) all the costs and expenses, including reasonable attorneys' fees actually incurred in the collection of any or all of the indebtedness secured by the Quail 600 Loan Documents, including all costs, expenses and reasonable attorneys' fees actually incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the indebtedness secured by the Quail 600 Loan Documents; and (iii) any or all unpaid principal and interest on the indebtedness secured by the Quail 600 Loan Documents. Any amounts remaining after such application shall be

applied to the payment of the Indebtedness secured by the Quail 600 Loan Documents in such order as Lender may determine, and if Lender elects to apply such amounts to the principal payment due at the maturity of the Indebtedness secured by the Quail 600 Loan Documents or to monthly payments thereof, regular monthly payments of said Indebtedness shall continue to be due in accordance with the instrument evidencing same and without reduction or interruption, and upon the payment in full of the Indebtedness secured by the Quail 600 Loan Documents, then this Assignment and all rights of Lender hereunder shall cease and terminate.

(c) Entry upon and taking possession of the Property and the collection of the rents and the application thereof as aforesaid, shall in no way operate to cure or waive any Event of Default hereunder or under any other of the Quail 600 Loan Documents, or prohibit the taking of any other action by Lender under any of the Quail 600 Loan Documents or at law or in equity to enforce the payment of such Indebtedness or to realize on any other security. Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and shall have full right to enter upon, take possession of, use and operate all or any portion of the Property which Lender in its sole discretion deems desirable to effectuate any or all of the foregoing remedies. In no event shall Lender be liable to any lessee under any of the Leases for the return of any security deposit in any amount in excess of the amount received by Lender from Borrower.

ARTICLE III.
GENERAL PROVISIONS

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrower" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of Articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Assignment shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Quail 600 Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the indebtedness evidenced by the Quail 600 Loan Documents shall have been paid in full.

3.08 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute an Event of Default under all other Quail 600 Loan Documents.

3.09 Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

3.10 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the rents, issues, profits and security deposits from the Property. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and

in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.

3.11 Notices. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be made in accordance with the provisions relating to notice set forth in the Mortgage.

3.12 Modifications, etc. Borrower hereby consents and agrees that Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the Indebtedness evidenced by the Quail 600 Loan Documents; extend or renew the Note or any other of the Quail 600 Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or any other of the Quail 600 Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Mortgage or any other of the Quail 600 Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Quail 600 Loan Documents, or any of them, or any security for the payment of the Indebtedness evidenced by the Quail 600 Loan Documents or for the performance of any obligations or undertakings of Borrower, nor any course of dealing with Borrower or any other person, shall release Borrower's obligations hereunder, affect this Assignment in any way or afford Borrower any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Quail 600 Loan Documents and the Leases, and any and all references herein to the Quail 600 Loan Documents or the Leases shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

3.13 Liability of Borrower. Notwithstanding anything to the contrary contained in this Assignment or in any of the other Quail 600 Loan Documents, but without in any manner releasing, impairing or otherwise affecting the Quail 600 Notes or any of the other Quail 600 Loan Documents, or the validity hereof or thereof, or the lien of the Mortgage or the Deeds of Trust, upon the occurrence of an Event of Default, except as expressly set forth in this Section 3.13, the liability of Borrower and/or the general partners of Borrower, if any, to Lender for any and all such Events of Default shall be limited to and satisfied out of the Property and/or other collateral securing the Secured Indebtedness, including, without limitation, all "Property" as such term is defined in the Mortgage and the Deeds of Trust. Notwithstanding any of the foregoing, nothing contained in this Section 3.13 shall be deemed to prejudice the rights of Lender to (1) proceed against any entity or person whatsoever, including Borrower and/or the general partners of Borrower, if any, with respect to the enforcement of any leases, guarantees, bonds, policies of insurance or other agreements (specifically excluding the Quail 600 Loan Documents) for compliance with any of the terms, covenants and conditions of the Quail 600 Loan Documents; and/or (2) recover damages against Borrower and the general partners of Borrower, if any, for fraud, breach of trust, breach of warranty, misrepresentation or waste; and/or (3) recover any loan proceeds, Condemnation Proceeds or Insurance Proceeds

or other similar funds or payments attributable to the Property, which have been misapplied by Borrower or which under the terms of the Quail 600 Loan Documents should have been paid to Lender; and/or (4) recover any tenant security deposits, prepaid rents or other similar sums paid to or held by Borrower or any other entity or person in connection with the Property; and/or (5) recover the Rents and Profits accruing from and after the occurrence of an Event of Default, which have not been applied to pay any portion of the Secured Indebtedness, operating and maintenance expenses of the Property, Premiums, Impositions, deposits into a reserve for replacement or other sums required by the Quail 600 Loan Documents; and/or (6) recover damages against Borrower and/or the general partners of Borrower, if any, arising from, or in connection with, the covenants, obligations, liabilities, warranties and representations contained in Section 3.08 of the Mortgage and under the Unsecured Indemnity Agreement; and/or (7) except to the extent Lender actually receives proceeds therefor under its lender's title policy, recover from Borrower and/or the general partners of Borrower, if any, the Secured Indebtedness, in the event of (a) any judicial determination that the lien of the Mortgage is invalid or (b) the exercise of any right or remedy under any federal, state or local forfeiture laws resulting in the loss of the priority of the lien of the Mortgage; and/or (8) recover from Borrower and/or the general partners of Borrower, if any, all amounts due and payable pursuant to Sections 3.06 and 3.10 of the Mortgage; and/or (9) recover from Borrower and/or the general partners of Borrower, if any, all amounts due under the recourse provisions set forth in the other Quail 600 Loan Documents which are substantially identical to the recourse provisions set forth in this Section 3.13. Borrower and the general partners of Borrower, if any, shall be personally liable for Borrower's obligations arising in connection with the matters set forth in the foregoing clauses (1) to (9) inclusive.

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IN WITNESS WHEREOF, Borrower, intending to be legally bound, has executed this Assignment under seal as of the date first above written.

BORROWER:

QUAIL 600 LIMITED PARTNERSHIP,
an Alabama limited partnership

By: Daniel Realty Investment Corporation-MB600, an Alabama corporation, its sole general partner

By: _____
Jack R. Peterson
Vice President

Attest: Sheila D. Ellis
Sheila D. Ellis
Assistant Secretary

[CORPORATE SEAL]

DANIEL REALTY INVESTMENT CORPORATION - NOTICE

2291454.WS1
Meadow Brook

ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF FULTON

I, Mattie P. Tatum, a notary public in and for said county in said State, hereby certify that Jack R. Peterson, as Vice President of Daniel Realty Investment Corporation-MB600, an Alabama corporation, the sole general partner of Borrower, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed as to the contents of the instrument, he, as such Vice President, with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner of said limited partnership.

Given under my hand and seal of office this September 30, 1996.

Mattie P. Tatum
Notary Public
State of Georgia

Commission Expiration:

[Notarial Seal]

EXHIBIT "A"

Schedule of Leases

Any and all leases affecting the Property, now or hereafter existing, including, without limitation, those certain lease agreements for the following tenants:

1. Aerotek, Inc.;
2. General Motors Acceptance Corporation;
3. Russell B. Thomas d/b/a Southeastern Risk Management, Inc.; and
4. Gresham, Smith and Partners.

EXHIBIT "B"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama, and known as Lot 11B-1, Meadow Brook Corporate Park South Phase II, Resurvey of Lot 11A & Lot 11B, as per plat recorded in Map Book 13, Page 84, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the point formed by the intersection of the southeastern margin of the right-of-way of Meadow Brook Road with the southwestern margin of the right-of-way of Corporate Parkway (right-of-way width varies) and thence run South 51 degrees 47 minutes 47 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 97.80 feet to a point; thence running in a southeasterly direction along the southwestern margin of the aforesaid right-of-way of Corporate Parkway and along the arc of a curve an arc distance of 323.95 feet to a point, said point being the POINT OF BEGINNING (said arc being subtended by a chord having a bearing of South 79 degrees 09 minutes 10 seconds East and a radius of 339.25 feet); FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, run South 73 degrees 29 minutes 28 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 109.47 feet to a point; thence running in a southeasterly direction along the southwestern margin of the right-of-way of Corporate Parkway and along the arc of a curve an arc distance of 403.50 feet to a point (said arc being subtended by a chord having a bearing of South 80 degrees 14 minutes 14 seconds East and a radius of 440.00 feet); thence running South 53 degrees 58 minutes 00 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 359.44 feet to a point; thence leaving the southwestern margin of the aforesaid right-of-way of Corporate Parkway and running South 36 degrees 39 minutes 53 seconds West a distance of 99.01 feet to a point; thence running South 73 degrees 24 minutes 59 seconds West a distance of 489.96 feet to a point; thence running North 89 degrees 15 minutes 39 seconds West a distance of 50.92 feet to a point; thence running North 23 degrees 15 minutes 35 seconds West a distance of 506.13 feet to the POINT OF BEGINNING; said tract or parcel of land contains 5.62 acres, more or less, and is more particularly described on that certain ALTA/ACSM Land Title Survey prepared by Walter Schoel, Jr., Alabama Registered Engineer and Land Surveyor No. 3092, Walter Schoel Engineering Company, dated September 10, 1996, last revised September 27, 1996, which survey is incorporated herein by reference thereto.

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EXHIBIT "C"

List of Tenant Defaults under Existing Leases

None.

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Meadow Brook

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