SECOND AMENDMENT TO FIRST AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF QUAIL 600 LIMITED PARTNERSHIP

THIS SECOND AMENDMENT is made and entered into as of the 1st day of December, 1998 by and between DANIEL REALTY INVESTMENT CORPORATION - MB 600, an Alabama corporation (the "General Partner"), and DANIEL REALTY COMPANY, an Alabama general partnership (the "Limited Partner").

RECITALS:

Pursuant to First Amended and Restated Certificate and Agreement of Limited Partnership of Quail 600 Limited Partnership dated as of September 20, 1996 and recorded as Instrument No., 1996-32648 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated as of October 1, 1996 and recorded as Instrument No. 1996-32649 in said Probate Office (collectively, the "Partnership Agreement"), the General Partner and the Limited Partner continued the Partnership as an Alabama limited partnership. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Partnership Agreement.*

The Partners desire to amend the Partnership Agreement in order to (i) reflect a change in the principal office of the Partnership, (ii) to include certain real property situated in the City of Birmingham, Jefferson County, Alabama to be acquired by the Partnership within the definition of the Properties of the Partnership and (iii) amend the provisions of the Partnership Agreement concerning financing provided to the Partnership by SIP Diversified Holdings, Inc.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the partners do hereby agree as follows:

1. **Principal Office and Registered Agent**. Section 2.3 of the Partnership Agreement is deleted in its entirety and the following is substituted in lieu thereof:

> "Section 2.3 Principal Office and Registered Agent. The principal office of the Partnership shall be located at 3595 Grandview Parkway, Suite 400, Birmingham, Alabama 35243 or at such additional offices as the General Partner from time to time determine. The registered agent of the Partnership is Sheila D. Ellis, whose address is c/o Daniel Corporation, 3595 Grandview Parkway, Suite 400, Birmingham, Alabama 35243."

2. **Definition of Property**. The second sentence of Section 2.4 of the Partnership Agreement is amended by adding the following thereto:

> "and (c) that certain office building situated in the City of Birmingham, Jefferson County, Alabama known as Grandview I Office Building".

3. SIPI Note. Section 8.12 of the Partnership Agreement is amended by deleting said Section 8.12 in its entirety and by substituting in lieu thereof the following:

"**Section 8.12 SIPI Note.**

(a) The Partnership and Southern Indiana Properties, Inc., an Indiana corporation, its successors and assigns ("SIPI"), entered into a Note Purchase Agreement dated as of October 1, 1996 (the "Original Note Purchase Agreement") pursuant to which the Partnership issued, and SIPI purchased, the Partnership's $4,830,000.00 promissory note dated as October 1, 1996 (the "Original Note"). The Original Note and the Original Note Purchase agreement were subsequently assigned by SIPI to SIP Diversified Holdings, Inc., a Delaware corporation ("SDHI"). Subsequent to such assignment, the Partnership and SDHI have amended and restated (i) the Original Note, as evidenced by an Amended and Restated Promissory Note dated as of December 9, 1998 in the principal amount of $5,005,485.07 ("Note I") and (ii) the Original Note Purchase Agreement by an Amended and Restated Note Purchase Agreement dated as of December 9, 1998 (the "Amended and Restated Note Purchase Agreement"). Pursuant to the Amended and Restated Note Purchase Agreement, the Partnership has agreed to issue, and SDHI has agreed to purchase, an additional Promissory Note dated December 9, 1998 in the original principal amount of $3,341,000 (the "Grandview Note" and together with Note I, the "Notes"). The Notes are secured collectively by the Properties. The Partners agree that, for so long as either of the Notes is outstanding, the terms and provisions of this Section 8.12 shall remain in full force and effect. Upon payment in full of both Notes and the satisfaction by the Partnership and its Partners of all of their respective obligations under the Amended and Restated Note Purchase Agreement and the other Loan Documents (as defined in the Amended and Restated Note Purchase Agreement), then the provisions of this Section 8.12 shall automatically cease, terminate, be deemed null and void and of no further force or effect.

(b) Notwithstanding anything provided to the contrary in Section 3.4 of this Agreement, (i) Cash Flow of the Partnership (whether from operations or from a Capital Transaction, shall be distributed to the Partners only if all payments then due and payable to SDHI under each Note have been made and (ii) following the occurrence and during the continuation of an Event of Default (as defined in the Amended and Restated Note Purchase Agreement), there shall be no further distributions of Cash Flow (whether from operations or from a Capital Transaction) to any of the Partners without the prior written consent of SDHI.

(c) Notwithstanding anything provided to the contrary in Section 6.1 of this Agreement, both the General Partner and the Limited Partner consent to and approve of the pledge and assignment by all of the Partners of their respective Percentage Interests in the Partnership to SDHI pursuant to that certain Pledge Agreement dated as of October 1, 1996 (as amended by a First Amendment to Pledge

Agreement and Indemnification and Put Agreement dated as of December 9, 1998 between the Partners and SDHI (the "Pledge Agreement")).

(d) Notwithstanding anything provided to the contrary in this Agreement, upon the occurrence and during the continuation of an Event of Default (as defined in the Amended and Restated Note Purchase Agreement), and upon written notice from SDHI to the Partnership made in the manner set forth in Section 11 of the Notes, the General Partner shall cause the Partnership to sell all or any of the Properties or refinance all or any of the First Mortgage Notes (each as defined in the Amended and Restated Note Purchase Agreement) and the Notes in a commercially reasonable manner on terms acceptable to SDHI. In the event the General Partner fails to carry out its duties hereunder promptly and in good faith after notification from SDHI that an Event of Default has occurred and is continuing, then SDHI shall have the right in furtherance of and in addition to its rights under the Pledge Agreement, but not the obligation, to become or to designate any other Person to become a co-General Partner of the Partnership for the purposes of carrying out the provisions of this Section 8.12(d). The Partners hereby consent to SDHI or any other Person designated by SDHI becoming a co-General Partner of the Partnership at its election and agree to promptly take all necessary actions to have any such co-General Partner designed by SDHI formally appointed as a co-General Partner and to vote their respective Percentage Interests accordingly. Nothing contained in this Section 8.12(d) shall be construed to have the effect of creating any partner status or any partnership or joint venture between the Partnership and SDHI or any Person designated by SDHI as a co-General Partner pursuant to the provisions hereof until such time as SDHI or its designee is so admitted as a co-General Partner.

(e) Notwithstanding Section 8.8 hereof, SDHI is a third party beneficiary of this Section 8.12."

4. **Full Force and Effect**. Except as expressly modified and amended herein, all of the terms and provisions of the Partnership Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Partners have executed this Second Amendment as of the day and year first above written.

GENERAL PARTNER:

DANIEL REALTY INVESTMENT CORPORATION - MB600, an Alabama corporation

By: John C. Hobel [signature]
Its: Sr. V.P.

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LIMITED PARTNER:

DANIEL REALTY COMPANY, an Alabama general partnership

By: DANIEL EQUITY PARTNERS LIMITED PARTNERSHIP, a Virginia limited partnership, Its, Managing Partner

By: Daniel Equity Corporation I, a Virginia corporation, Its General Partner

By: John C. Gorecki

Its Sr. V. P.

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Gorecki, whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - MB600, an Alabama corporation, as general partner of QUAIL 600 LIMITED PARTNERSHIP, 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 the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

Given under my hand and seal this the 1st day of December, 1998.

Sheila D. Ellis

Notary Public

My commission expires: 3/30/2002

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Gorecki, whose name as Sr. Vice President of DANIEL EQUITY CORPORATION, I, a Virginia corporation, as general partner of DANIEL EQUITY PARTNERS LIMITED PARTNERSHIP, a Virginia limited partnership, as managing partner of DANIEL REALTY COMPANY, 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 the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner of Daniel Equity Partners Limited Partnership, acting in its capacity as Managing Partner of Daniel Realty Company.

Given under my hand and seal this the 1st day of December, 1998.

Susan B. Allen
Notary Public
My commission expires: Oct. 23, 2000

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

Inst # 1998-48959

12/09/1998-48959
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CRH 20.50