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THIS INSTRUMENT PREPARED BY:

Wendy L. Cornett, Esq.
Burr & Forman LLP
420 North 20th Street
Birmingham, Alabama 35203

AMENDED AND RESTATED
SUBORDINATION AGREEMENT

THIS AMENDED AND RESTATED SUBORDINATION AGREEMENT (the "Agreement") made as of the 9th day of December, 1998, and having an effective date of December 9th, 1998, by and among METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Senior Lender"), SIP DIVERSIFIED HOLDINGS, INC., a Delaware corporation ("Junior Lender"), and QUAIL 600 LIMITED PARTNERSHIP, an Alabama limited partnership ("Borrower"). David R. Fricke ("Trustee") joins in this Agreement solely to evidence his consent hereto as trustee pursuant to that certain North Carolina Deed of Trust, Security Agreement and Assignment of Leases and Rents recorded in the Mecklenburg County, North Carolina records at Book 08766, Page 0128, dated as of October 1, 1996 for the benefit Junior Lender.

RECITALS

(1) Senior Lender has previously loaned ("Prior Senior Loan") to Borrower the aggregate principal amount of \$12,450,000.00 which amount is evidenced by the three promissory notes described in Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Prior Senior Notes") payable to Senior Lender as current holder of such Prior Senior Notes and secured by, among other things, the mortgage and security agreement and two deeds of trust described in Exhibit "A" (collectively, the "Prior Senior Deed of Trust"), encumbering certain tracts and parcels of land and improvements located thereon and located in Shelby County, Alabama and Mecklenburg County, North Carolina.

(2) Pursuant to the Prior Senior Loan, Senior Lender entered into certain subordination agreements with Borrower and Southern Indiana Properties, Inc., an Indiana corporation (the "Original Junior Lender"), such Subordination Agreements being more particularly described as follows: (i) that certain Subordination Agreement effective as of October 1, 1996, and recorded with the Register of Deeds in Mecklenburg County, North Carolina, in Book 8786, Page 283 on October 21, 1996; and (ii) that certain Subordination Agreement effective as of October 1, 1996, and recorded with the Judge of Probate of Shelby County, Alabama, as Instrument Number 1996-33594 on October 9, 1996 (such subordination agreements to be referred to herein collectively as the "Original Subordination Agreements"). The Original Junior Lender assigned its right, title and interest in its notes and related loan documents which are subject to the Original Subordination Agreements to Junior Lender and provided record notice of such assignment by means of a Notice of Assignment of North Carolina Deed of Trust, Security Agreement and Assignment of Leases and Rents and a

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12/11/1998-49412
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
022 NEL 63.00

Inst # 1998-49412

CARABA Title

Notice of Assignment of Alabama Mortgage, Security Agreement and Assignment of Leases and Rents, each dated as of June 5, 1998.

(3) Senior Lender has loaned or has agreed to loan to Borrower the additional principal amount of \$10,025,000.00 (collectively, with the Prior Senior Loan, the "Senior Loan") which amount is evidenced by the promissory note (the "New Senior Note") described in Exhibit "A" attached hereto and by this reference made a part hereof (collectively, with the Prior Senior Notes, the "Senior Note") payable to Senior Lender as current holder of such Senior Note and secured by, among other things, including, without limitation, the Prior Senior Deed of Trust and that certain mortgage and security agreement described in Exhibit "A" (the "New Senior Mortgage"), encumbering those certain tracts and parcels of land and improvements located thereon and located in Jefferson County, Alabama as more particularly described in the New Senior Mortgage (collectively, with all the tracts and parcels of land and improvements encumbered by the Prior Senior Deed of Trust, the "Property"). (The Prior Senior Deed of Trust and the New Senior Mortgage shall be referred to herein collectively as the "Senior Mortgage".) The Senior Note, the Senior Mortgage and any and all other documents evidencing, securing or relating to the Senior Loan are collectively referred to herein as, the "Senior Loan Documents."

(4) Pursuant to the terms of the certain Amended and Restated Note Purchase Agreement dated December 9, 1998 (the "Junior Note Purchase Agreement") between Borrower and Junior Lender, Borrower has agreed to issue to Junior Lender and Junior Lender has agreed to accept a promissory note (together with that certain Amended and Restated Promissory Note dated December 9, 1998 in the original principal amount of \$5,005,485.07, the "Junior Note") in the original principal amount of \$3,341,000.00 (together with that certain indebtedness evidenced by the First Amended and Restated Promissory Note, the "Junior Loan") which Junior Note is secured by, among other things, (a) an Alabama Mortgage, Security Agreement and Assignment of Leases and Rents recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1996-32644, and a North Carolina Deed of Trust, Security Agreement and Assignment of Leases and Rents recorded in the Mecklenburg County, North Carolina records at Book 08766, Page 0128, both dated as of October 1, 1996, as well as a Mortgage, Security Agreement and Assignment of Leases and Rents (Grandview) dated as of December 9, 1998 (collectively, the "Junior Mortgage"), to finance acquisition and refinancing costs for the Property and (b) a Pledge Agreement dated as of October 1, 1996, executed by Daniel Realty Investment Corporation-MB600 and Daniel Realty Company in favor of Junior Lender, as amended by that certain Amendment to Pledge Agreement and Indemnification and Put Agreement dated as of December 9, 1998 (as amended, the "Junior Pledge Agreement"). The Junior Note Purchase Agreement, the Junior Note, the Junior Mortgage, the Junior Pledge Agreement and any and all other documents evidencing, securing or relating to the Junior Loan are collectively referred to herein as the "Junior Loan Documents."

(5) Senior Lender has consented to: (i) the Junior Loan being secured by the Property, subject to the terms and conditions set forth in this Agreement; (ii) the modification of the original junior loan subject to the Original Subordination Agreements in the manner contemplated by Junior

Loan Documents; and (iii) Borrower's cross-collateralization and cross-default of the Junior Loan pursuant to the Junior Loan Documents.

(6) Senior Lender, Junior Lender and Borrower desire to amend and restate the Original Subordination Agreements in their entirety.

NOW, THEREFORE, the parties hereto, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Priority and Subordination.

(a) Any and all indebtedness, obligations and liabilities whatsoever of Borrower to Junior Lender arising under or related to the Junior Loan or the Junior Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever evidenced (herein collectively called the "Subordinated Debt") is and shall be subordinate and junior in right of payment and in all other respects to any and all indebtedness, obligations and liabilities whatsoever of Borrower to Senior Lender arising under or related to the Senior Loan, the Senior Loan Documents and/or the Property, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever evidenced (herein collectively called the "Senior Debt").

(b) All security interests, mortgages, liens, pledges, assignments and encumbrances of any kind relating to the property of Borrower evidencing and/or securing the Subordinated Debt (collectively, the "Junior Collateral") shall be subordinate and junior in right of priority and in all other respects to all security interests, mortgages, liens, pledges, assignments and encumbrances of any kind evidencing and/or securing the Senior Debt (collectively, the "Senior Collateral"). Except as provided in the next sentence, until this Agreement has been terminated in accordance with Section 6(j) hereof, Junior Lender shall have no right to and shall not directly or indirectly foreclose on, accept a transfer in lieu of foreclosure, exercise its assignment of rents, seek the appointment of a receiver, or in any way seek recovery under any of the Junior Loan Documents against property of Borrower that constitutes all or any portion of the Senior Collateral. Notwithstanding the preceding sentence, but otherwise subject to all of the restrictions and prohibitions in this Agreement, Junior Lender shall have the right, upon the occurrence of an event of default under the Junior Loan Documents, to exercise its rights and remedies against the partnership interests pledged to it under the Junior Pledge Agreement and to exercise all related rights and remedies solely with respect to such partnership interests under the other Junior Loan Documents. Junior Lender acknowledges that any transfer of such partnership interests in Borrower pursuant to any foreclosure sale conducted in connection with the exercise of such remedies to a person other than Junior Lender or any wholly-owned subsidiary of SIGCORP, an Indiana corporation ("SIGCORP"), or any wholly-owned subsidiary of a wholly-owned subsidiary of SIGCORP ("Approved Purchasers") without the written consent of the Senior Lender, may result in an event of default under the Senior Loan Documents at the Senior Lender's option. If any one or more of the Approved Purchasers succeeds to the ownership of any partnership interests, general or limited, pursuant to an exercise of remedies under

the Junior Loan Documents, the Approved Purchasers acquiring such ownership interest or interests shall become liable to Senior Lender under the Senior Loan Documents, from and after the date on which such interest or interests are acquired, to the same extent that any general or limited partner, as the case may be, would be liable thereunder, except that if one or more Approved Purchasers singularly or collectively acquire a 51% interest or more in Borrower or otherwise singularly or collectively have the right to exercise control over the management of Borrower, each of the Approved Purchasers shall become liable to Senior Lender under the Senior Loan Documents, from and after the date on which such majority interest or right to exercise control is acquired, to the same extent that the general partner of Borrower is liable thereunder.

(c) Until the Senior Debt has been satisfied and the Senior Mortgage has been released of record, the lien of the Junior Mortgage shall also be subordinate to all leases of the Property under which Borrower is lessor.

(d) Notwithstanding any provision of this Agreement to the contrary, until Junior Lender has received written notice from Senior Lender that a default has been declared by Senior Lender with respect to the Senior Loan, Senior Lender consents to Junior Lender receiving all regularly scheduled payments of principal, interest, including, without limitation, Additional Interest (as defined in the Junior Note), and other charges as provided in the Junior Note. Except as set forth in the preceding sentence, and so long as any part of the Senior Debt remains unpaid, Junior Lender shall not accept payment of any kind on account of the Subordinated Debt, without the prior written consent of Senior Lender.

(e) Junior Lender agrees that so long as any Senior Debt is outstanding to the Senior Lender, Junior Lender shall have no right to receive casualty insurance proceeds or condemnation proceeds with respect to the Property.

(f) In the event of any insolvency, bankruptcy, receivership, custodianship, liquidation, reorganization, assignment for the benefit of creditors, foreclosure, or any other judicial proceeding or non-judicial action for the liquidation, dissolution or other winding up of Borrower or its property:

(i) all Senior Debt shall be paid in full before any payment or distribution is made from the Senior Collateral or the proceeds therefrom in respect of the Subordinated Debt.

(ii) any payment or distribution from the Senior Collateral or the proceeds therefrom that, but for the terms hereof, otherwise would be payable or deliverable in respect of the Subordinated Debt shall be paid or delivered directly to Senior Lender for application to the payment of the Senior Debt until the Senior Debt is paid in full, and Junior Lender irrevocably authorizes, empowers and directs all receivers, trustees, liquidators, custodians, conservators and others having authority with respect to the Property to effect all such payments and deliveries. Junior Lender also irrevocably authorizes and empowers Senior Lender to demand, sue for, collect and receive every such payment or distribution from the

Senior Collateral or the proceeds therefrom, and hereby irrevocably appoints Senior Lender, acting through any of its corporate officers, the true and lawful attorney-in-fact of Junior Lender, with full power and authority to vote all claims of the Junior Lender for or against any plan of reorganization filed in any bankruptcy proceeding pending with respect to Borrower.

(iii) Junior Lender agrees to execute and deliver to Senior Lender or its representative all such further instruments confirming the authorization referred to in the foregoing clause (ii) as Senior Lender may reasonably request.

(iv) Junior Lender agrees not to file any motion or other pleading in opposition to any attempt by the Senior Lender to obtain relief from the automatic stay imposed by Section 362 of the United States Bankruptcy Code in any bankruptcy proceeding pending against Borrower.

(g) If, notwithstanding the provisions of this Agreement, any payment or distribution is received by Junior Lender from Borrower, from the Senior Collateral or the proceeds therefrom in contravention of the terms of this Agreement, and before payment in full of the Senior Debt, such payment or distribution shall not be commingled with any assets of Junior Lender, shall be held in trust by Junior Lender for the benefit of Senior Lender, and shall immediately be paid over to Senior Lender, or its representative, for application to the payment of all Senior Debt until all of the Senior Debt is paid in full.

(h) The Senior Loan, the Senior Loan Documents and the Senior Collateral, together with all advances hereafter made thereunder, and any modifications, extensions, replacements or renewals thereof, including, without limitation, that certain Cross-Collateralization/Cross-Default Agreement and Modification modifying the Prior Senior Deed of Trust and pursuant to Borrower's execution of the New Senior Mortgage (the "Modification") are, shall be and shall remain at all times a security interest in, lien and/or charge on the Property prior to and superior in all respects to the security interest in, lien or charge of the Junior Loan, the Junior Loan Documents and the collateral securing the Junior Loan, other than Junior Lender's security interest in and lien on the partnership interests of Borrower pursuant to the Junior Pledge Agreement, which Senior Lender acknowledges are not part of the Senior Collateral.

(i) Junior Lender may sell, assign or transfer all or any portion of the Subordinated Debt to an Approved Purchaser without the consent of Senior Lender. Except as provided in the preceding sentence, any sale, assignment or other transfer of the Subordinated Debt to any other person must be previously approved in writing by Senior Lender in its sole and absolute discretion. Junior Lender, prior to the consummation of any transaction referred to in this Section 1(i), shall cause the transferee thereof (including without limitation any direct or indirect wholly-owned subsidiary of SIGCORP) to execute and deliver to Senior Lender an agreement substantially identical with this Agreement, providing for the continued subordination, to the extent set forth herein, of the Subordinated Debt and the security therefor to the Senior Debt and the security therefor, respectively,

as provided herein and for the continued effectiveness of all of the rights of Senior Lender arising under this Agreement. Notwithstanding the failure to execute and/or deliver any such agreement, the subordination effected hereby and all of the terms of this Agreement shall survive any sale, assignment, refinancing, disposition or other transfer of all or any portion of the Subordinated Debt, and the terms of this Agreement shall be binding upon the respective successors and assigns of Junior Lender and/or any replacement lender. Any transfer of the Subordinated Debt except as specifically approved herein, or any failure to obtain the aforesaid agreement prior to the consummation of the above-referenced approved transaction, may constitute a default under the Senior Loan Documents at Senior Lender's option.

2. Modification of Terms of Senior Debt. Junior Lender agrees that Senior Lender may modify, amend, increase, extend and/or renew the Senior Debt and the Senior Loan Documents in any manner without the consent of Junior Lender, and the Senior Debt as so modified, amended, extended and/or renewed shall remain senior and superior in all respects to the Subordinated Debt and the Subordinated Loan Documents.

3. Restrictions on Modification of Terms of Subordinated Debt. Junior Lender agrees that until this Agreement is terminated in accordance with Section 6(j) hereof, Junior Lender will not, without the prior written consent of Senior Lender, which consent may not be unreasonably withheld, modify, amend, extend and/or renew the Subordinated Debt and/or amend or modify the Junior Loan Documents in any manner. With respect to any proposed increase in the Subordinated Debt, Senior Lender acknowledges the Subordinated Debt may increase but only strictly in accordance with the terms of the Junior Loan Documents due to the accrual of interest pursuant to the terms of the Junior Note and other amounts that may accrue to principal expressly under the Junior Loan Documents, and Senior Lender consents to such increase; provided, Senior Lender's consent is limited exclusively to such increase and such consent will not be deemed a waiver of Senior Lender's unilateral right to consent to any other increases in the Subordinated Debt. Neither Senior Lender nor any of the Senior Loan Documents shall be affected by any amendment, modification, extension and/or renewal of any of the Junior Loan Documents.

4. Continued Effectiveness of this Agreement. The terms of this Agreement, the subordinations effected hereby, and the rights and the obligations of Senior Lender and Junior Lender arising hereunder, shall not be affected, modified or impaired in any manner or to any extent by: (i) any amendment or modification of or supplement to the Junior Loan Documents or the Senior Loan Documents permitted under Sections 2 or 3 of this Agreement, except as otherwise agreed in writing by all of the parties hereto, ii) the validity or enforceability of any of the Senior Loan Documents or the Junior Loan Documents, (iii) any exercise or non-exercise of any right, power or remedy under or in respect of the Senior Debt or the Subordinated Debt or any of the instruments or documents referred to in clause (i) above, or (iv) any act or omission of Borrower or any other party in custody of the Senior Collateral. Junior Lender will, upon request of Senior Lender, reaffirm in writing the continuing subordination of its interests as provided in this Agreement after the occurrence of any of the foregoing actions.

5. Notice and Cure.

(a) Junior Lender shall promptly deliver to Senior Lender copies of any notice of declaration of default or other default or acceleration or notice of foreclosure given by Junior Lender with respect to the Subordinated Debt and Senior Lender shall have the right, at its sole option, to cure any default by Borrower under any of the Junior Loan Documents within the applicable cure period set forth in such documents; provided, however, where any such cure period is for a period equal to or less than 10 days, Senior Lender shall have the right to cure the related default within such cure period plus an additional 10 days.

(b) Senior Lender shall deliver to Junior Lender copies of any notice of acceleration or notice of foreclosure given by Senior Lender with respect to the Senior Debt and Junior Lender shall have the right, at its sole option, to cure any default by Borrower under any of the Senior Loan Documents within the applicable cure period set forth in such documents; provided, however, where any such cure period is for a period equal to or less than 10 days, Junior Lender shall have the right to cure the related default within such cure period plus an additional 10 days. In the event Junior Lender does not cure any such default and Senior Lender elects to exercise its remedies under the Senior Loan Documents, any purchaser at a related foreclosure sale may conclusively rely upon any statement of Senior Lender, recorded in the applicable records, that confirms Senior Lender's compliance with the notice provisions of this Section 5(b) and the expiration of Junior Lender's right to cure.

(c) Senior Lender will endeavor to comply, in good faith, with the provisions of this Section 5 providing for notices to Junior Lender, but Senior Lender's failure to provide any notice under this Section 5 shall not affect the subordination of Junior Lender's interest contemplated by this Agreement.

(d) Upon Junior Lender's receipt, pursuant to Section 5(b) hereof, of any notice of acceleration by Senior Lender under the Senior Loan Documents or any notice of foreclosure by Senior Lender, which notice of foreclosure must be provided to Junior Lender by Senior Lender at least 10 days prior to initiating such proceedings, Junior Lender shall have the right, at its sole option, to purchase the Senior Note by paying to Senior Lender an amount equal to the outstanding principal balance owing under the Senior Note together with accrued and unpaid interest thereon (including default interest) and the amount of any premium (including default premium fee), late charges, attorney's fees, and all other sums payable to Senior Lender and secured by the Senior Loan Documents. The purchase price for the Senior Loan Documents will be calculated on the basis that the Senior Debt is being prepaid by Borrower.

6. Miscellaneous.

(a) The provisions of this Agreement are solely for the purpose of defining the relative rights of Junior Lender and Senior Lender, and their respective successors and assigns, and shall not

be deemed to create any rights or priorities in any other persons including, without limitation, Borrower.

(b) As between Senior Lender and the Junior Lender, in the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of the Junior Loan Documents, the provisions of this Agreement shall govern and be controlling.

(c) Any notices provided for hereunder shall be set forth in writing and delivered by hand, mailed, postage prepaid, either by certified mail, return receipt requested or by overnight, express carrier. All such notices shall be addressed to the parties hereto at their respective addresses set forth below. Any party hereto may designate any other address to which any notices shall be given by notice duly given hereunder. Any notice hereunder shall be deemed given and received on the day delivered by hand, or on the earlier of actual receipt of the recipient or three (3) business days after deposit in the mails, if sent by mail or one (1) business day after deposit to the overnight express carrier, if sent by overnight express carrier.

If to Senior Lender:

Metropolitan Life Insurance Company
2400 Lakeview Parkway, Suite 400
Alpharetta, Georgia 30004-1976
Attn: Vice President, Real Estate Development/MPSAR

with a copy to (which shall not constitute notice):

Metropolitan Life Insurance Company
2400 Lakeview Parkway, Suite 400
Alpharetta, Georgia 30004-1976
Attn: Law Department, Associate General Counsel

If to Junior Lender:

SIP Diversified Holdings, Inc.
913 North Market Street
Suite 208
Wilmington, Delaware 19801-3052
Attention: President

with copies to (which shall not constitute notice):

Southern Indiana Properties, Inc.
100 N.W. Second Street
Old Post Office Place
Suite 310
Evansville, Indiana 47708
Attention: President

and

W. Hildebrandt Surgner, Jr.
Hunton & Williams
951 East Byrd Street
Richmond, Virginia 23219

If to Borrower:

Quail 600 Limited Partnership
3595 Grandview Parkway, Suite 400
Birmingham, Alabama 35243
Attention: John C. Gorecki

with a copy to (which shall not constitute notice):

Stephen R. Monk, Esq.
Bradley, Arant, Rose & White, LLP
2001 Park Place North
Suite 1400
Birmingham, Alabama 35203-2736

with a copy to (which shall not constitute notice):

Denise W. Killebrew, Esq.
Berkowitz, Lefovits, Isom & Kushner
Birmingham, Alabama 35203-2736
420 North 20th Street - 16th Floor
Birmingham, Alabama 35203

(d) This Agreement may be amended only by a written instrument, signed by the parties hereto. No waiver of any term or provision of this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws and decisions of the state where the related Property is located.

(e) Senior Lender and Junior Lender will each render to the other, upon written request, a statement setting forth the principal amount outstanding under the Senior Note or the Junior Note, as the case may be, and the date through which interest is paid. Notwithstanding the foregoing, neither Senior Lender nor Junior Lender shall be obligated to provide the aforementioned statement more than once in any calendar year.

(f) The parties hereto agree to execute and deliver all such other instruments and take all such other action as any party hereto reasonably may request in order to effectuate the provisions and purposes of this Agreement.

(g) Each party represents and warrants to the other parties that (i) it has full power and authority to enter into and perform its agreements hereunder, and (ii) the person(s) executing and delivering this Agreement on behalf of it are fully and properly authorized to do so.

(h) If any provision of this Agreement shall be prohibited by or be invalid under applicable law, such provision shall be deemed ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(i) The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

(j) This Agreement shall terminate upon (i) the payment and performance in full of the Senior Debt and (ii) the release of record of the lien of the Senior Mortgage.

(k) This Agreement shall be binding upon the parties hereto and their respective successors and assigns and may be modified only by a writing signed by the parties hereto.

(l) This Agreement may be executed in Counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(m) As used in this Agreement, the neuter gender shall include the masculine and the feminine, the masculine and feminine genders shall be interchangeable, the singular number shall include the plural, and the plural the singular.

7. **Reciprocal Estoppels.** To the knowledge of Senior Lender, there are no defaults or events that have occurred, with or without the giving of notice or passage of time or both, that would result in a default under the Senior Loan Documents. To the knowledge of Junior Lender, there are no defaults or events that have occurred, with or without the giving of notice or passage of time or both, that would result in a default under the Junior Loan Documents.

8. **Trustee Consent.** Trustee hereby consents to the execution of this Agreement and the terms set forth herein.

9. **Amendment and Restatement.** This Agreement amends and restates in its entirety the Original Subordination Agreements. The parties hereto hereby agree that the Original Subordination Agreements shall be merged with and into this Agreement and shall thereafter be of no further force or effect upon the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed under seal this Amended and Restated Subordination Agreement on the date first written above.

[The remainder of this page is intentionally left blank]

BORROWER:

QUAIL 600 LIMITED PARTNERSHIP, an
Alabama limited partnership (Seal)

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

By: John C. Gorecki
Sr. Vice President

Attest:

Sheil A. Ellis
Assistant Secretary

[Corporate Seal]

STATE OF Alabama)
COUNTY OF Jefferson)

I, Tammy M. Bartley, 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-MB 600, an Alabama corporation, as sole 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 said instrument, s/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 said partnership.

WITNESS my hand and official seal, this the 9th day of December, 1998.

My commission expires:

10-08-01

Tammy M. Bartley
NOTARY PUBLIC

[Official Seal]

BORROWER:

**QUAIL 600 LIMITED PARTNERSHIP, an
Alabama limited partnership (Seal)**

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

By: John C. Hootch
Senior Vice President

Attest:

Sheila D. Ellis
Assistant Secretary

[Corporate Seal]

STATE OF Alabama)
COUNTY OF Jefferson)

I, Tammy M. Bartley, a Notary Public of Jefferson County,
State of Alabama, do hereby certify that Sheila D. Ellis personally
came before me this day and acknowledged that he/she is the Assistant Secretary of
DANIEL REALTY INVESTMENT CORPORATION-MB600, an Alabama corporation, and that,
by authority duly given and as the act of the corporation acting as sole general partner of QUAIL 600
LIMITED PARTNERSHIP, an Alabama limited partnership, the foregoing instrument was signed
in its name by its Senior Vice President, sealed with its corporate seal, and attested by
himself/herself as its Assistant Secretary.

Witness my hand and official seal, this the 9th day of December, 1998.

Tammy M. Bartley
Notary Public

[Official Seal]

My commission expires:
10-08-01

SENIOR LENDER:

**METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation**

Attest:

Mary J. Hammer
Assistant Secretary

By:

William E. Gaffney
Assistant Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

I, Patricia A. Prohman, a Notary Public of Fulton County, State of Georgia, do hereby certify that Mary J. Hammer personally came before me this day and acknowledged that he/she is the Assistant Secretary of METROPOLITAN LIFE INSURANCE COMPANY, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary.

Witness my hand and official seal, this the 9th day of December, 1998.

Patricia A. Prohman
Notary Public

My commission expires:

1-13-2001.

[Official Seal]

TRUSTEE:

By: David R. Fricke
David R. Fricke, Trustee

STATE OF North Carolina)
COUNTY OF Johnston)

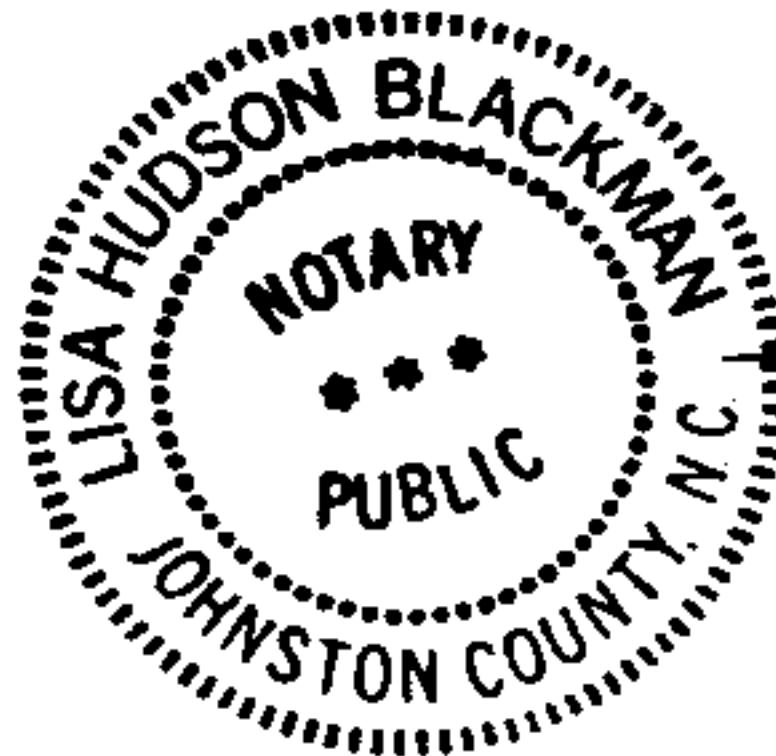
I, Lisa Hudson Blackman, a Notary Public of Johnston County, State of North Carolina, do hereby certify that David R. Fricke in his capacity as trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument in his capacity as trustee.

Witness my hand and official seal, this the 8th day of December, 1998.

Lisa Hudson Blackman
Notary Public

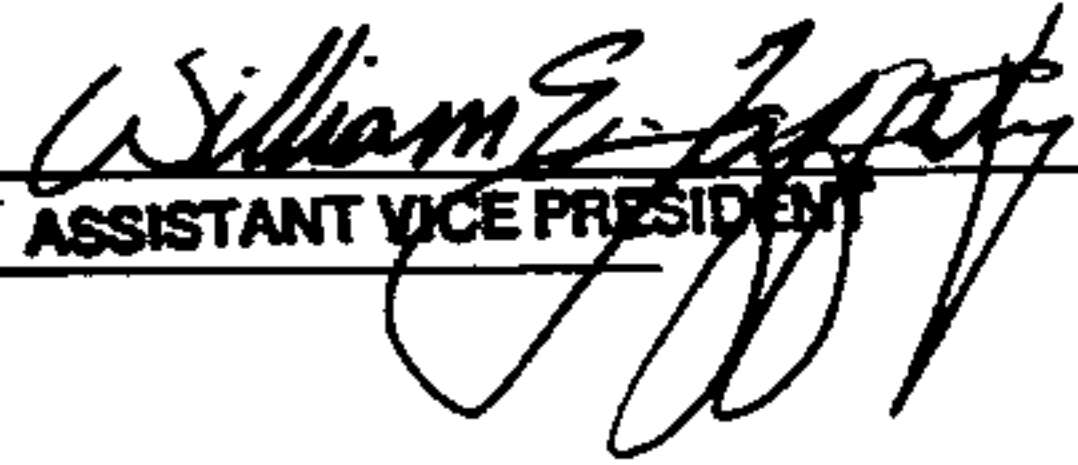
My commission expires:
Nov. 6, 2003

[Official Seal]

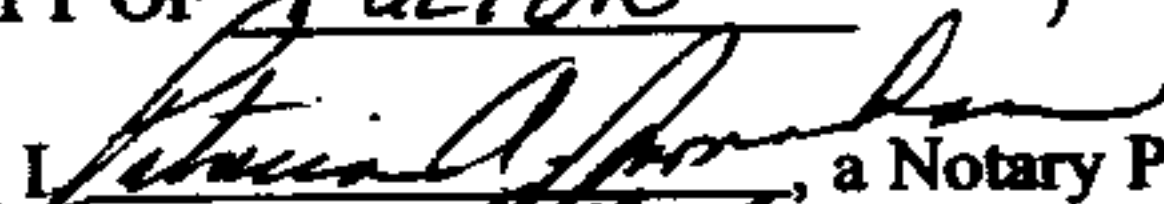


SENIOR LENDER:

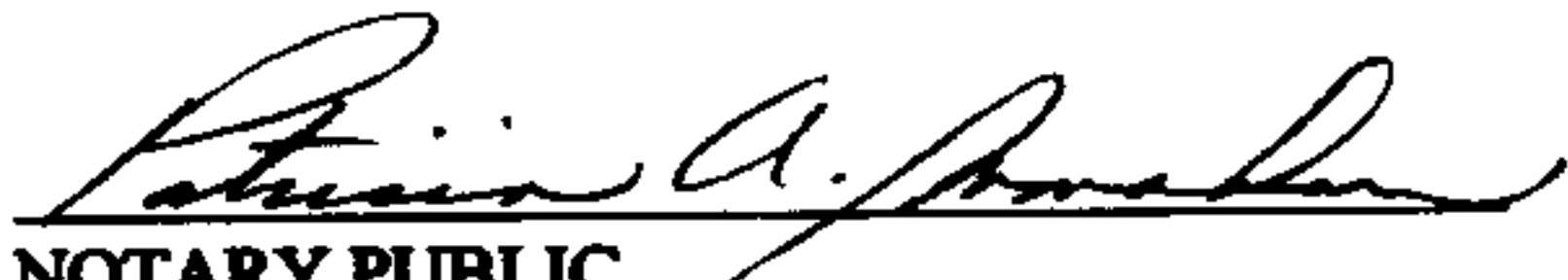
**METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation**

By: 
Its: ASSISTANT VICE PRESIDENT

STATE OF GEORGIA)
COUNTY OF FULTON)

I, , a Notary Public in and for said county in said state, hereby certify that William E. Tofferty whose name as Assistant Vice President of Metropolitan Life Insurance Company, a New York corporation, 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, William E. Tofferty, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 9th day of December, 1998.


NOTARY PUBLIC

My Commission expires: 1-13-2001

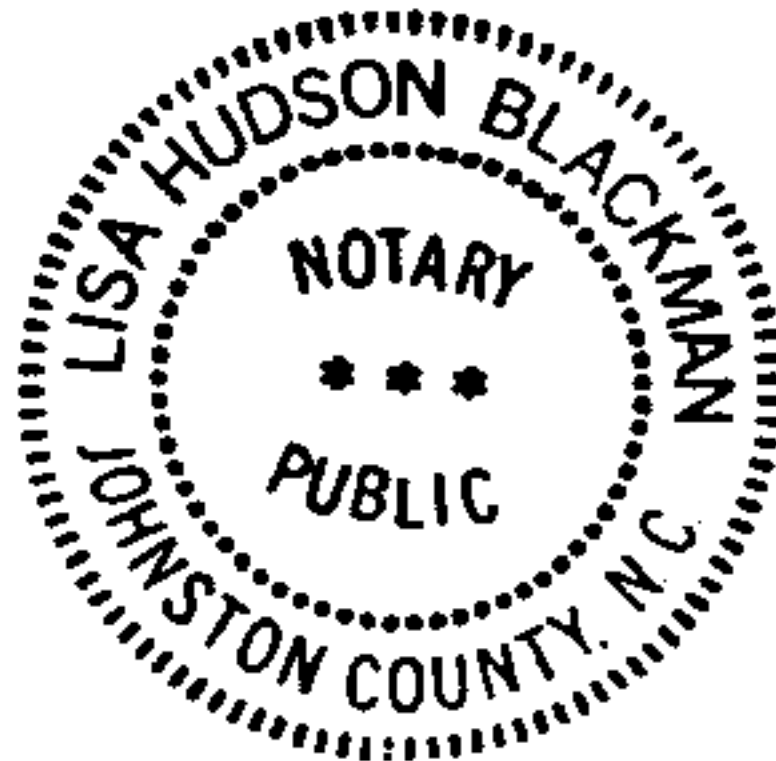
TRUSTEE:

By: David R. Fricke
David R. Fricke, Trustee

STATE OF North Carolina)
COUNTY OF JOHNSTON)

I, Lisa Hudson Blackman, a Notary Public in and for said county in said state, hereby certify that David R. Fricke, whose name as Trustee 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, in his capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 8th day of December, 1998.



Lisa Hudson Blackman
NOTARY PUBLIC

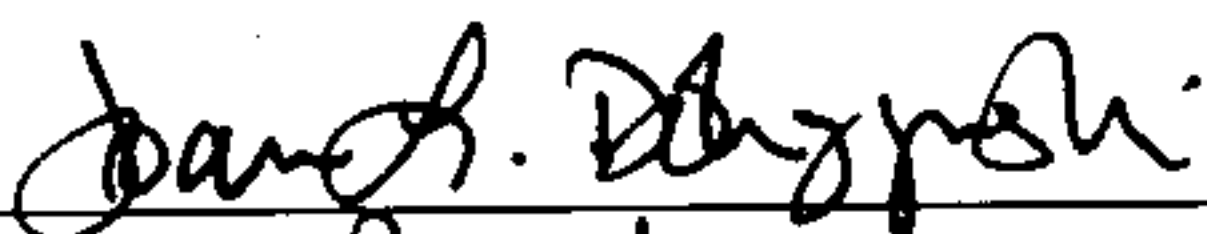
My Commission expires: Nov. 6, 2003

JUNIOR LENDER:

**SIP DIVERSIFIED HOLDINGS, INC., a Delaware
corporation**

ATTEST:

By: 
Its Secretary

By: 
Its President

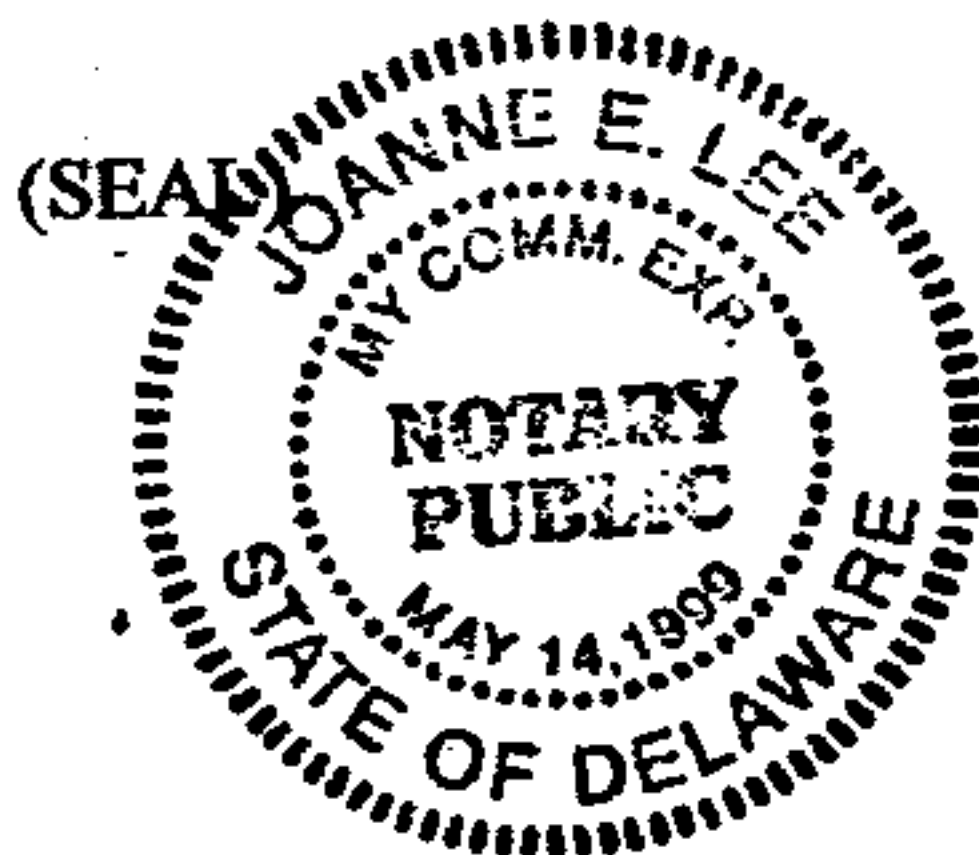
STATE OF Delaware)
COUNTY OF New Castle)

I, Joanne E. Lee, a Notary Public in and for said County in said State, hereby certify that Joan Dobzynski, whose name as President of SIP Diversified Holdings, Inc., a Delaware corporation, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 7th day of December, 1998.

Joanne E. Lee
NOTARY PUBLIC

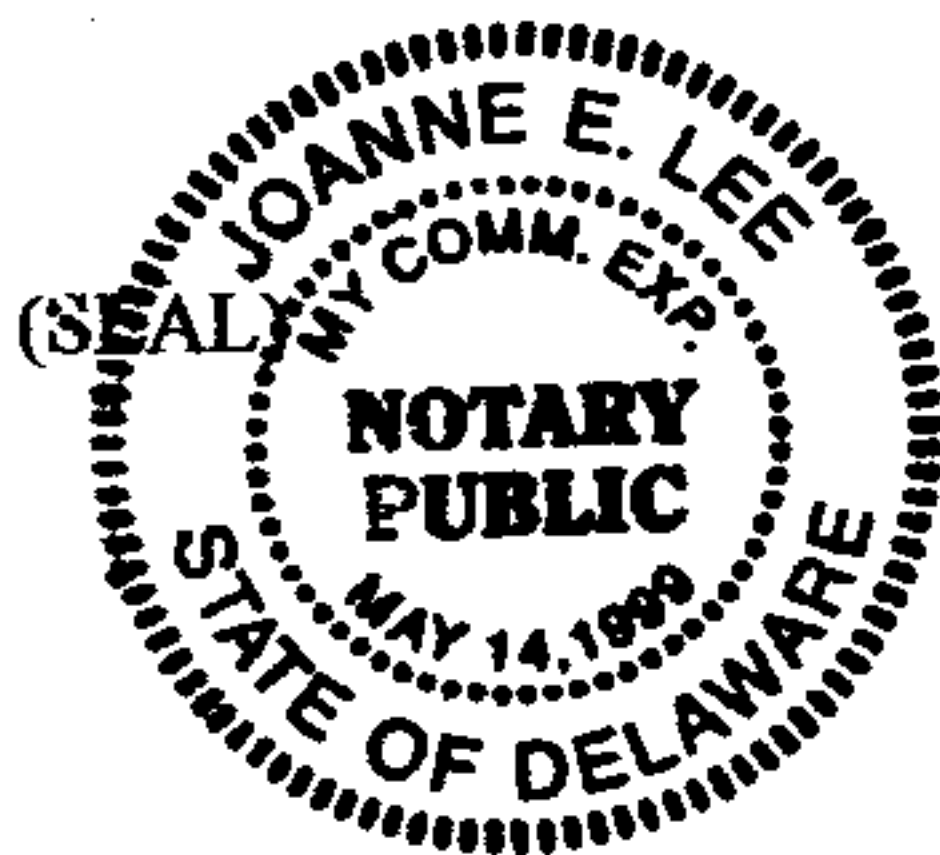
My Commission Expires: My Commission Expires May 14, 1999



STATE OF Delaware,
COUNTY OF New Castle

I, Joanne E. Lee, a Notary Public in the County and State aforesaid,
do hereby certify this 7th day of December, 1998, personally came before me Joan L.
Dobrzynski, who, being by me duly sworn says that s/he is a President of SIP
Diversified Holdings, Inc., a Delaware corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that said writing was signed and sealed by
him/her, and attested by Barbara A. Steen, Secretary, on behalf of said corporation by
its authority duly given and that s/he acknowledged the said instrument to be the act and deed of said
corporation.

Given under my hand and seal, this 7th day of December, 1998.



Joanne E. Lee
NOTARY PUBLIC

My Commission Expires: My Commission Expires May 14, 1999

Exhibit "A"

DESCRIPTION OF SENIOR NOTES AND SENIOR DEED OF TRUST

As used herein the term "Senior Note" shall mean the following promissory notes, collectively:

Prior Senior Notes:

1. That certain Promissory Note (Deed of Trust) dated August 15, 1994 made by Quail Hollow Associates Limited Partnership ("Original Maker") payable to Hartford Life Insurance Company ("Original Holder"), in the original principal amount of \$2,750,000.00, as endorsed by Original Holder to Senior Lender and as assigned by Original Maker to Borrower and as assumed by Borrower pursuant to that certain Assignment and Assumption Agreement dated as of September 30, 1996 (the "Assignment and Assumption Agreement") recorded or to be recorded in the Office of the Register of Deeds, Mecklenburg County, North Carolina, as amended and restated by that certain Amended and Restated Promissory Note dated as of September 30, 1996 made by Borrower payable to Senior Lender in the original principal amount of \$4,725,000.00, as may be further amended, restated and modified;
2. That certain Promissory Note (Deed of Trust) dated August 15, 1994 in the original principal amount of \$3,600,000.00 made by Original Maker payable to Original Holder, as endorsed by Original Holder to Senior Lender and as assigned by Original Maker to Borrower and as assumed by Borrower pursuant to that certain Assignment and Assumption Agreement dated as of September 30, 1996 (the "Assignment and Assumption Agreement") recorded or to be recorded in the Office of the Register of Deeds, Mecklenburg County, North Carolina, as amended and restated by that certain Amended and Restated Promissory Note dated as of September 30, 1996 made by Borrower payable to Senior Lender in the original principal amount of \$5,100,000.00, as may be further amended, restated and modified;
3. That certain Promissory Note dated as of September 30, 1996 made by Borrower payable to Senior Lender in the original principal amount of \$2,625,000.00, as may be further amended, restated and modified;

New Senior Note

4. That certain Promissory Note dated of even date herewith made by Borrower payable to Senior Lender in the original principal amount of \$10,025,000.00, as may be further amended, restated and modified

As used herein the term "Senior Mortgage" shall mean the following security instruments, collectively:

Prior Senior Deed of Trust

1. That certain Deed of Trust and Security Agreement dated August 15, 1994 from Original Maker to Leslie M. Webb and Robert E. Perry, Jr. ("Original Trustee") for the benefit of Original Holder, encumbering all of Original Maker's fee simple interest in certain real property described therein located in Mecklenburg County, North Carolina, together with improvements located thereon and other property and rights and filed and recorded on August 17, 1994 in Book 07882, Page 0377, in the aforesaid Mecklenburg County, North Carolina records, as assigned by Deed of Trust Assignment dated January 18, 1996 from Original Holder to Senior Lender, filed and recorded on January 23, 1996, in Book 08435, Page 0603 of the aforesaid Mecklenburg County, North Carolina records, and as assigned by Original Maker to Borrower and as assumed by Borrower pursuant to the Assignment and Assumption Agreement, as amended and restated by that certain Amended and Restated Deed of Trust and Security Agreement dated as of September 30, 1996, granted by Borrower to The Fidelity Company ("Trustee"), for the benefit of Senior Lender, recorded or to be recorded in the aforesaid Mecklenburg County, North Carolina records, as modified by the Modification and as may be further amended, restated and modified;
2. That certain Deed of Trust and Security Agreement dated August 15, 1994 from Original Maker to Original Trustee for the benefit of Original Holder, encumbering all of Original Maker's fee simple interest in certain real property described therein located in Mecklenburg County, North Carolina, together with improvements located thereon and other property and rights and filed and recorded on August 17, 1994 in Book 07882, Page 0309, in the aforesaid Mecklenburg County, North Carolina records, as assigned by Deed of Trust Assignment dated January 18, 1996 from Original Holder to Senior Lender, filed and recorded on January 23, 1996, in Book 08435, Page 0597 of the aforesaid Mecklenburg County, North Carolina records, and as assigned by Original Maker to Borrower and as assumed by Borrower pursuant to the Assignment and Assumption Agreement, as amended and restated by that certain Amended and Restated Deed of Trust and Security Agreement dated as of October 1, 1996, granted by Borrower to Trustee, for the benefit of Senior Lender, recorded or to be recorded in the aforesaid Mecklenburg County, North Carolina records, as modified by the Modification and as may be further amended, restated and modified;
3. That certain Mortgage and Security Agreement dated September 30, 1996, granted by Borrower to Senior Lender, recorded in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 1996-32641 on October 2, 1996, as modified by the Modification and as may be further amended, restated and modified;

New Senior Mortgage

4. That certain Mortgage and Security Agreement dated of even date herewith, granted by Borrower to Senior Lender, recorded or to be recorded in the Office of the Judge of Probate of Jefferson County, Alabama as may be further amended, restated and modified.

12/11/1998-49412
 10:33 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 022 MEL 63.00