

Recording Requested By and
When Recorded, Return to:
Robert Goldstein
Metropolitan Life Insurance Company
2400 Lakeview Parkway
Alpharetta, GA 30004

Inst # 2001-18295

MODIFICATION AND ASSUMPTION AGREEMENT

This MODIFICATION AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 4th day of May, 2001, by and among METROPOLITAN LIFE INSURANCE COMPANY ("Lender"), a New York corporation, QUAIL 600 LIMITED PARTNERSHIP ("Original Borrower"), an Alabama limited partnership, and MB600 LLC, a Delaware LLC ("Borrower").

WITNESSETH:

WHEREAS, Lender made a loan ("Loan") to Original Borrower on September 30, 1996, in the maximum principal amount of TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,625,000.00); and

WHEREAS, Original Borrower executed and delivered to Lender that certain Amended and Restated Promissory Note (the "Note") dated September 30, 1996, payable to the order of Lender in the amount of and evidencing the Loan; and

WHEREAS, Original Borrower executed and delivered that certain Mortgage and Security Agreement (the "Mortgage") dated of even date with the Note to Lender, recorded in the Office of the Judge of Probate, Shelby County, Alabama as document 1996-32641, covering the real property described in Exhibit "A" attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage ("Property"), to secure the payment of the Note and performance by Original Borrower of the other obligations set forth in the Loan Documents (~~as~~ herein defined); and

WHEREAS, Original Borrower executed and delivered to Lender that certain Assignment of Lessor's Interest in Leases (the "Assignment") dated of even date with the Note, recorded in the Office of the Judge of Probate, Shelby County, Alabama as document 1996-32642, assigning to Lender all rents, leases, income, revenues, issues and profits which may arise from the operation or ownership of the Property, to secure the payment of the Note and performance by Original Borrower of the other obligations set forth in the Loan Documents; and

WHEREAS, Original Borrower executed and delivered to Lender that certain Unsecured Indemnity Agreement dated of even date with the Note by which Original Borrower agreed to indemnify and hold Lender harmless from certain environmental matters relating to the Property (the "Unsecured Indemnity Agreement"), the Unsecured Indemnity Agreement not being one of the Loan Documents; and

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SHELBY COUNTY JUDGE OF PROBATE
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WHEREAS, Original Borrower is party to that certain Cross-Collateralization/Cross-Default Agreement and Modification (the "Cross-Collateralization Agreement") dated December 9, 1998, recorded in Book 10106 at Page 86 in the Office of the Register of Deeds, Mecklenburg County, North Carolina, also recorded in the Office of the Judge of Probate, Shelby County, Alabama, as document number 1998-49413; and

WHEREAS, Original Borrower caused to be issued by First American Title Insurance Company ("Title Company") that certain Mortgagee Policy of Title Insurance ("Policy") No. FA 31 188105, dated on or about the date of the Note, in the amount of the Note, insuring the validity and priority of the lien created and evidenced by the Mortgage and the Assignment; and

WHEREAS, of even date herewith, Original Borrower has transferred and conveyed the Property to Borrower pursuant to a Special Warranty Deed to be filed for record in the Records of Mecklenburg County, North Carolina; and

WHEREAS, Original Borrower has requested that Lender consent to such transfer and, in exchange for such consent, Lender requires that Borrower assume the obligations of Original Borrower under the Note, the Mortgage, the Assignment, the Cross-Collateralization Agreement, and any other documents executed by Original Borrower or third parties pertaining to, evidencing or securing the Loan (collectively, the "Loan Documents").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Consent of Lender. Lender hereby consents to the transfer and conveyance of the Property from Original Borrower to Borrower on the terms and conditions set forth in this Agreement. Lender further agrees that the right to transfer as set forth in section 3.03 of the Mortgage shall survive the transfer contemplated hereby notwithstanding any provision in the Loan Documents to the contrary and consents to the partial prepayment in the amount of ONE MILLION DOLLARS (\$1,000,000.00) of certain subordinated indebtedness to Southern Indiana Properties, Inc., which indebtedness is secured by the Property and by property subject to the Cross-Collateralization Agreement.

2. Assumption. The Borrower hereby promises to pay in accordance with the terms and conditions contained in the Loan Documents the current unpaid principal balance of the Note, and any interest accruing thereon (including already accrued interest that would be included in the payment due June 1, 2001, under the Note), and agrees to perform all the covenants and obligations of Original Borrower under the Mortgage, the Assignment, and the other Loan Documents. All references in the Loan Documents to the terms Borrower, Maker, or Mortgagor shall hereafter be deemed to refer to Borrower rather than Original Borrower. The Borrower acknowledges that pursuant to the Loan Documents and the Cross-Collateralization Agreement the Property serves as collateral for various loans not being assumed by Borrower and understands that as a result of

3. Current Note Balance. As of the date hereof, the current outstanding principal balance of the Note is TWO MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-THREE AND 37/100 DOLLARS (\$2,448,843.37).

4. Escrow Balance. As of the date hereof, the current outstanding balance held by Lender in escrow for the payment of Impositions (as defined in the Mortgage) pursuant to the terms of the Loan Documents is TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY AND 58/100 DOLLARS (\$27,790.58). Original Borrower hereby assigns and transfers to Borrower any and all funds, credits and escrows held by Lender in connection with the indebtedness evidenced and secured by the Loan Documents.

5. No Defaults. Principal and interest installments due under the Note have been received by Lender through May 1, 2001 (the "Last Installment Date"). As of the Last Installment Date, there is no monetary default under the Loan and Lender has not given written notice of any non-monetary defaults under the Loan.

6. ERISA Representations. Borrower represents, warrants and covenants that it is acting on its own behalf and that as of the date hereof it is not an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") which is subject to Title I of ERISA nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended, each of the foregoing hereinafter referred to collectively as a "Plan," and the assets of Borrower do not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation Section 2510.3-101. Borrower also represents, warrants and covenants that it will not be reconstituted as a Plan or as an entity whose assets constitute "plan assets."

7. Release of Original Borrower. Contemporaneously with the execution hereof Lender shall release Original Borrower from its obligations under the Loan Documents and Unsecured Indemnity Agreement; provided, however, that Original Borrower hereby acknowledges that the release of Original Borrower and the assumption of the Loan Documents and execution of a New Unsecured Indemnity Agreement (as defined below) by Borrower shall not operate to release Original Borrower from (i) its obligations under the Loan Documents with respect to events arising or occurring in whole or in part prior to the date of the transfer; (ii) its obligations under the Unsecured Indemnity Agreement with respect to events arising or occurring at any time; or (iii) its obligations under the Cross-Collateralization Agreement as it applies to collateral other than the Property.

8. Composition of Original Borrower. Until such time as the Note is paid in full and the Mortgage is released, Daniel Realty Investment Corporation-MB600, an Alabama corporation, shall remain a general partner of Original Borrower and shall have liability as a general partner of the Original Borrower with respect to all obligations of the Original Borrower not released pursuant to paragraph 7 above.

9. Default. Borrower acknowledges and agrees a default under this Agreement shall constitute a default under the Loan Documents.

10. Conditions Precedent. As additional consideration for Lender's consent to the transfer of the Property and the assumption of the Loan by Borrower, and as conditions precedent to Lender's obligations hereunder, Borrower shall deliver the following to Lender contemporaneously with the execution and delivery of this Agreement:

- a. An Unsecured Indemnity Agreement ("New Unsecured Indemnity Agreement") executed by Borrower dated of even date herewith, in form and substance acceptable to Lender, agreeing to indemnify and hold Lender harmless for the environmental condition of the Property;
- b. An opinion letter from Borrower's counsel dated of even date herewith, in form and substance acceptable to Lender, regarding the due formation, existence and authority of Borrower, the validity and enforceability of this Agreement, the New Unsecured Indemnity Agreement, and the other documents executed in furtherance of the assumption of the Loan by Borrower, and such other matters requested by Lender;
- c. UCC-3 financing statements in form and substance acceptable to Lender executed by Borrower reflecting the transactions evidenced hereby;
- d. The Endorsement referred to in Paragraph 11 hereof; and
- e. A transfer fee equal to one percent (1%) of the current principal amount of the Loan.

11. Title Insurance. Contemporaneously with the execution and delivery hereof, the Borrower shall cause the Title Company to issue with respect to the Policy, the standard ALTA Endorsement acceptable to Lender, confirming the first lien priority of the Mortgage.

12. Acknowledgment by Borrower. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower or any third party to Lender, as set forth in and evidenced by the Loan Documents. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to Lender pursuant to the terms of the Note as modified hereby; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents, and the other obligations created or evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of Lender's acts or omissions with respect to the Property, the Loan Documents or Lender's performance under the Loan Documents or with respect to the Property; (v) the representations and warranties contained in the Loan Documents are true and correct representations and warranties of Borrower and third parties, as of the date hereof; and (vi) Lender is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. To the extent Borrower now

passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. To the extent Borrower now has, or in the future possesses, any claims, offsets, defenses or counterclaims against Lender or the repayment of all or a portion of the Loan, arising from events occurring on or prior to the date hereof, whether known or unknown, fixed or contingent, same are hereby forever irrevocably waived and released in their entirety.

13. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or the other Loan Documents.

14. Notices. Any notices or other communications required or permitted under this Agreement or the Loan Documents shall be provided in accordance with the requirements therefor as set forth in the Loan Documents; provided, however, from and after the date hereof the addresses of the parties hereto shall be as follows:

Lender: Metropolitan Life Insurance Company
200 Park Avenue, 12th Floor
New York, New York 10166
Attn: Senior Vice-President Real Estate Investments

w/copy to: Metropolitan Life Insurance Company
2400 Lakeview Parkway, Suite 400
Alpharetta, Georgia 30004
Attn: Vice-President

Borrower: MB600, LLC
3595 Grandview Parkway, Suite 400
Birmingham, AL 35243-1930

15. Costs and Expenses. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Lender.

16. Additional Documentation. From time to time, Borrower shall execute or procure and deliver to Lender such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Lender so as to evidence or effect the terms and provisions hereof.

17. Effectiveness of the Loan Documents. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Loan

Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, defined terms and to such other Loan Documents, as modified hereby.

18. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

19. Time. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

20. Binding Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Borrower's rights, titles or interests in and to the Property, except as expressly authorized in the Loan Documents, as amended hereby, or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

21. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

22. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

23. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

24. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect

of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

25. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER DOCUMENTS, IF ANY, HEREIN REQUIRED TO BE EXECUTED REPRESENT THE FINAL AGREEMENT OR AGREEMENTS BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

EXECUTED as of the date first above written.

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: *Victor W. Turner*
Name: Victor W. Turner
Title: Vice President

STATE OF GEORGIA

COUNTY OF Fulton

I, Kathleen D. Coady, a Notary Public of the County and State aforesaid, do hereby certify this 3 day of May, 2001, personally came before me Victor W. Turner, who, being by me duly sworn says that he is a Vice President of Metropolitan Life Insurance Company, a New York corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said writing was signed by him as duly authorized and that he acknowledged the said instrument to be the act and deed of said corporation.

Witness my hand and official seal this 3 day of May, 2001.

Kathleen D. Coady

[NOTARIAL SEAL]

Notary Public

My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires March 15, 2003

MB600, LLC,
a Delaware LLC

By: Daniel Properties I Limited Partnership
By: Daniel Realty Investment Corporation
of Virginia, Inc.

By: John C. Gorecki
Name: JOHN C. GORECKI
Title: Sr. V. P.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John C. Gorecki, whose name as Senior Vice President of Daniel Realty Investment Corporation of Virginia, Inc. as the corporate general partner of the sole member of MB600, LLC, a Delaware limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the 4th day of May, 2001.

[NOTARIAL SEAL]

Angela D. Foley
Notary Public
My Commission Expires 11/4/2002

BORROWER:

THE QUAILS, LLC
a Delaware LLC

By: Daniel Properties I Limited Partnership
By: Daniel Realty Investment Corporation
of Virginia, Inc.

By: John C. Gorecki
Name: John C. Gorecki
Title: Sen. V.P.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John C. Gorecki, whose name as Senior Vice President of Daniel Realty Investment Corporation of Virginia, Inc. as the corporate general partner of the sole member of The Quails, LLC, a Delaware limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the 4th day of May, 2001.

[NOTARIAL SEAL]

My H. D. Foley
Notary Public My Commission Expires 11/4/2002
My Commission Expires: _____

Each of the undersigned, as owner of certain property other than the Property (as defined herein) subject to the Cross-Collateralization Agreement (the "Third Party Collateral"), hereby consents to this Agreement, acknowledges that Borrower's default under the Loan Documents could result in Lenders exercise of remedies against the Third Party Collateral, and hereby waives any defenses that it may have against Lender's exercise of such remedies on account of the transactions contemplated by this Agreement.

QUAIL 600 LIMITED PARTNERSHIP
an Alabama limited partnership

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

By: *John C. Correck*
Name: *John C. Correck*
Title: *Sr. V. P.*

Witness *Denise Killebrew*
Attest: *Denise Killebrew*
Name: *Denise Killebrew*
Title: *Attorney*

[CORPORATE SEAL]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Angela D. Foley, a Notary Public of the County and State aforesaid, do hereby certify this 4th day of May, 2001, personally came before me John C. Goreski, who being by me duly sworn says that he is a Sec. V.P. of Daniel Realty Investment Corporation-MB600, an Alabama corporation, the sole general partner of QUAIL 600 LIMITED PARTNERSHIP, 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 and ~~attested~~ ^{witnessed} by Denise W. Killebrew, on behalf of said corporation in its capacity as general partner on behalf of said QUAIL 600 LIMITED PARTNERSHIP, by its authority duly given and that he acknowledged the said instrument to be the act and deed of said corporation.

Witness my hand and official seal this 4th day of May, 2001.

Angela D. Foley
Notary Public
Printed Name: Angela D. Foley

[AFFIX NOTARIAL SEAL]

My Commission Expires: My Commission Expires 11/4/2002

THE QUAILS, LLC
a Delaware LLC

By: Daniel Properties I Limited Partnership
By: Daniel Realty Investment Corporation
of Virginia, Inc.

By: John C. Gorecki
Name: John C. Gorecki
Title: Sr. V. P.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John C. Gorecki, whose name as Senior Vice President of Daniel Realty Investment Corporation of Virginia, Inc. as the corporate general partner of the sole member of The Quails, LLC, a Delaware limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the 4th day of May, 2001.

[NOTARIAL SEAL]

Angela D. Foley
Notary Public
My Commission Expires: My Commission Expires 11/4/2002

Daniel Realty Corporation, an Alabama corporation, pursuant to three Side Letter Agreements each addressed to Lender and each dated September 30, 1996, undertook certain obligations to indemnify and hold Lender harmless from claims made under certain Leases assigned to Lender as collateral and hereby consents to this Agreement, ratifies and confirms its agreement to the provisions of the Side Letters, acknowledges and agrees that the transactions contemplated by this Agreement will give rise to no defenses to or otherwise adversely affect Lender's enforcement of the provisions of the Side Letters, and hereby waives any such defenses.

DANIEL REALTY CORPORATION
an Alabama corporation

By: John C. Gaeck
Name: John C. Gaeck
Title: Sr. V.P.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Gaeck, whose name as Sr. V.P. of Daniel Realty Corporation, a corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 14th day of May, 2001.

[NOTARIAL SEAL]

Angela D. Foley
Notary Public
My Commission Expires 11/4/2002

SIP Diversified Holdings, Inc., as successor to Southern Indiana Properties, Inc. ("SIP"), a party to that certain Subordination Agreement ("Subordination Agreement") having an effective date of October 1, 1996, by and among Lender, SIP, and Original Borrower, hereby consents to this Agreement, ratifies and confirms its obligations under the Subordination Agreement, agrees that the transactions contemplated by this Agreement will not affect the relative priorities of Lender's and SIP's security interests in the Property, agrees that the transactions contemplated by this Agreement will give rise to no defenses to or otherwise adversely affect Lender's enforcement of the provisions of the Subordination Agreement, and hereby waives any such defenses.

SIP DIVERSIFIED HOLDINGS, INC.,
a Delaware Corporation

By: Joan L. Dobrzynski
Name: JOAN L. DOBRZYNSKI
Title: PRESIDENT

STATE OF DELAWARE

COUNTY OF NEW CASTLE

I, _____, a Notary Public of the County and State aforesaid, do hereby certify this ____ day of May, 2001, personally came before me _____ who, being by me duly sworn says that he/she is the _____ 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 by him/her, on behalf of said corporation, by its authority given and that he/she acknowledged the said instrument to be the act and deed of said corporation.

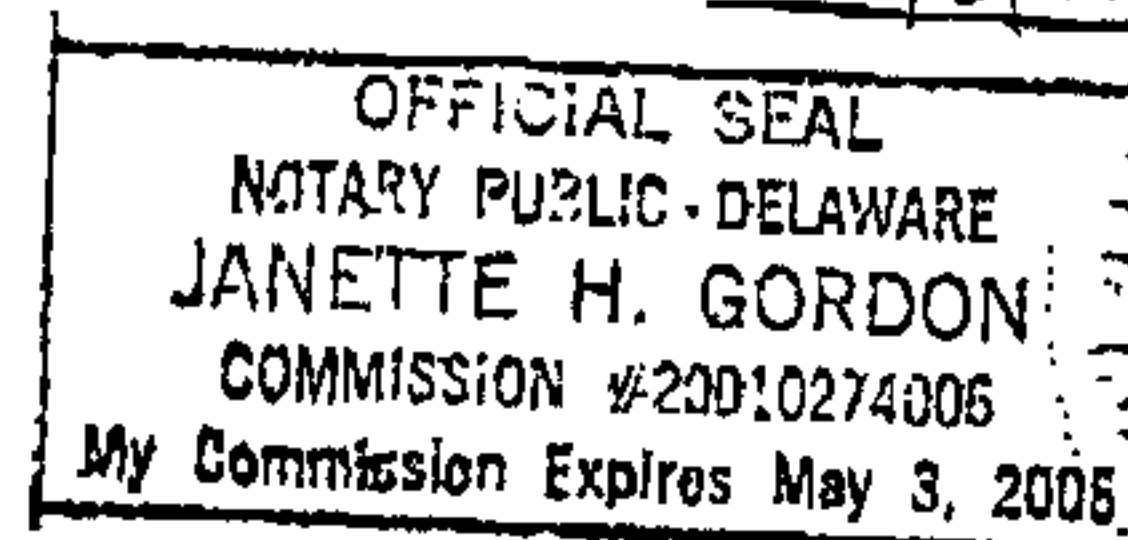
Witness my hand and official seal this 4 day of May, 2001.

Janette H. Gordon
Notary Public

Printed Name: Janette H. Gordon

[AFFIX NOTARIAL SEAL]

My Commission Expires: 5/3/2005



Daniel Realty Investment Corporation, an Alabama corporation, hereby consents to this Agreement and joins in this Agreement to provide its direct agreement to paragraph 8.

John
DANIEL REALTY INVESTMENT CORPORATION, **MB600**
an Alabama corporation

By: *John C. Grecki*
Name: JOHN C. GRECKI
Title: Sr. V.P.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Grecki whose name as Sr. V.P. of Daniel Realty Investment Corporation, MB 600 corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 14th day of May, 2001.

[NOTARIAL SEAL]

Angela D. Foley
Notary Public
My Commission Expires: 11/4/2002

Inst # 2001-18295