

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT OF DEVELOPER RIGHTS (this "Assignment") is made and entered into as of the 20th day of August, 2001 by and between DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("DOM"), and DANIEL REALTY COMPANY, an Alabama general partnership ("DRCompany").

RECITALS:

DOM is the "Developer" under the Greystone Commercial Declaration of Covenants, Conditions and Restrictions dated October 16, 1990, and recorded in Book 314, Page 506 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by (i) First Amendment thereto dated as of July 14, 1995, and recorded as Instrument No. 1996-00531 in the Probate Office, (ii) Second Amendment thereto dated as of July 14, 1995, and recorded as Instrument No. 1996-00532 in the Probate Office, and (iii) Third Amendment thereto dated as of November 30th, 2000, and recorded as Instrument No. 2000-38942 in the Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

DOM desires to assign to DRCompany all of the right, title and interest of DOM as the "Developer" under the Declaration and DRCompany desires to accept and assume the same.

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

1. **Assignment and Assumption of Developer Rights.**

(a) Pursuant to the provisions of Section 10.15 of the Declaration, DOM does hereby transfer, assign, set-over and deliver to DRCompany all of the right, title and interest of DOM as "Developer" under the Declaration, including, without limitation, all of rights and interests under the Declaration reserved unto "Developer" pursuant to Section 10.12 thereof (collectively, the "Assigned Rights").

(b) DRCompany does hereby accept and assume all of the Assigned Rights from and after the date hereof; provided, however, that notwithstanding anything provided in this Assignment to the contrary, DRCompany shall not assume and shall not otherwise be liable for any

acts or omissions of DOM relating to the Assigned Rights occurring at any time prior to the date of this Assignment.

2. **Further Assurances.** The parties hereto each agree to execute and deliver, or cause to be executed and delivered, any and all further documents, instruments and agreements as may be reasonably necessary to evidence the transfer and assignment of the rights of DOM as "Developer" under the Declaration to DRCompany.

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

**DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP**, an Alabama limited
partnership

By: DANIEL REALTY INVESTMENT
CORPORATION-OAK MOUNTAIN, an
Alabama corporation, Its General Partner

By: Christopher A. Brown
Christopher A. Brown, Its
Senior Vice President

DANIEL REALTY COMPANY, an Alabama
general partnership

By: Daniel Equity Partners Limited Partnership,
a Virginia limited partnership, Its Managing
Partner

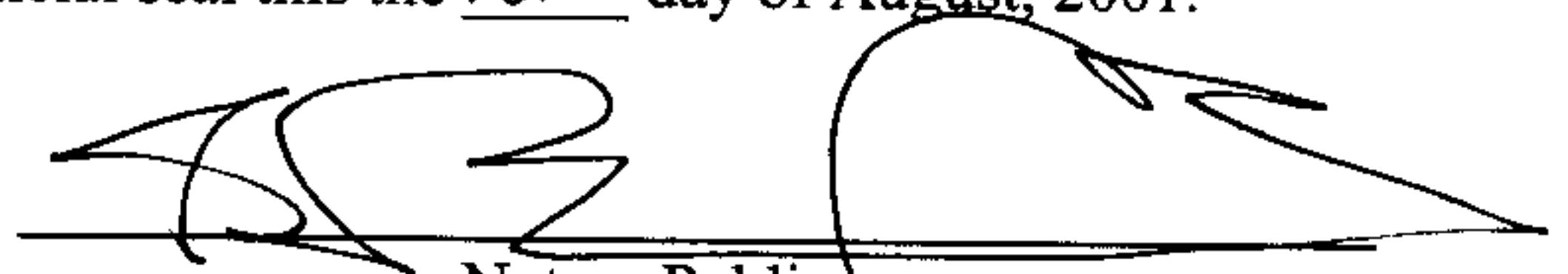
By: Daniel Equity Corporation I, a Virginia
corporation, Its General Partner

By: Christopher A. Brown
Christopher A. Brown, Its
Senior Vice President

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Christopher A. Brown, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION-OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 20th day of August, 2001.




Notary Public
My Commission Expires: 9/8/2001

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher A. Brown, whose name as Senior 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 20th day of August, 2001.



Notary Public
My Commission Expires: 9/8/2001

[NOTARIAL SEAL]

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 # 2001-35832

08/22/2001-35832

08:45 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 KSB 20.00