

ASSUMPTION AGREEMENT

This Assumption Agreement ("Agreement") is made effective as of the 30th day of June, 1998 by and among **Pittco Sunchase Associates, L.P.**, a Texas limited partnership ("Transferor"), **Schaedle Worthington Hyde Properties, L.P.**, a Delaware limited partnership ("Transferee"), **Metropolitan Life Insurance Company**, a New York corporation ("Lender") and **Robert W. Worthington, Robert G. Schaedle, III and J.R. Hyde, III** (collectively, the "Guarantors").

RECITALS:

A. Lender is the holder of that certain Promissory Note (together, with any modifications or amendments thereto, the "Note"), dated December 2, 1996, in the original principal aggregate amount of SEVENTEEN MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$17,650,000.00) made by HSW Riverchase Associates, L.P., a Tennessee limited partnership, ("HSW") to Lender, which Note evidences a loan ("Loan") made by Lender to HSW as subsequently assumed by Transferor pursuant to that certain Assumption Agreement dated the 31st day of December, 1997, by and among HSW, Transferor, Lender and Guarantors and recorded as instrument 1998-04788. To secure the repayment of the Note, HSW also executed and delivered to Lender a Mortgage and Security Agreement dated December 2, 1996, and recorded in the Probate Records of Shelby County, State of Alabama as Instrument Number 1996-39593 and an Assignment of Lessor's Interest in Leases dated December 2, 1996, and recorded in the Probate Records of Shelby County, State of Alabama as Instrument Number 1996-39594, that grants a lien on the property described in Exhibit A to this Agreement (the "Property"). The Transferor is liable for the payment and performance of all of Transferor's obligations under the Note, the Mortgage and Security Agreement and the Assignment of Lessor's Interest in Leases described hereinabove, as well as all other documents executed in connection with the Loan, as listed on Exhibit B to this Agreement (collectively, the "Loan Documents").

B. Lender has been asked to consent to the transfer of the Property (the "Transfer") to the Transferee and the assumption of the obligations of the Transferor by the Transferee under the Loan Documents.

C. Lender has agreed to consent to the Transfer of the Property subject to the terms and conditions stated below.

Inst # 1999-42799

10/15/1999-42799
10:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 CJ1 36.00

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Transferor and Transferee agree as follows:

1. Assumption of Obligations. Subject to Section 1.17 of the Mortgage and Security Agreement, Transferee hereby assumes all of the payment and performance obligations of the Transferor set forth in the Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement, including, without limitation, payment of all sums due under the Note. The Transferee further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by the Transferee.

2. Transferor's Representations and Warranties. The Transferor represents and warrants to both Lender and Transferee as of the date of this Agreement that:

a. The Note has an aggregate unpaid principal balance of Seventeen Million Four Hundred Seventeen Thousand One Hundred Forty-Two and 07/100 Dollars (\$17,417,142.07) and, prior to default, bears interest at the rate of seven and twenty-one twenty-fifths percent (7.84%) per annum, with the next payment due on the 1st day of July, 1998;

b. The Note requires monthly payments of principal and interest in the amount of One Hundred Twenty Seven Thousand Five Hundred Forty-Six and 23/100 Dollars (\$127,546.23); provided, that payments for the Note must be made on or before the first day of each month, and the entire unpaid principal balance, all accrued and unpaid interest thereon, and any other amounts payable under the Loan Documents will be due and payable in full on the 1st of December, 2001.

c. The Mortgage and Security Agreement and the Assignment of Lessor's Interest in Leases (the "Security Instruments") create a valid first lien on the Property for the full unpaid principal amount of the Loan and all other amounts as stated in the Security Instruments;

d. There are no defenses, offsets or counterclaims to the Note, the Security Instruments or the other Loan Documents;

e. There are no defaults by the Transferor under the provisions of the Note, the Security Instruments, or the other Loan Documents;

f. All provisions of the Note, the Security Instruments and the other Loan Documents are in full force and effect; and

g. There are no subordinate liens of any kind covering or relating to the Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has a notice of a lien or notice of intent to file a lien been received.

The Transferor understands and intends that both Lender and Transferee will rely on the representations and warranties contained herein, and such representations and warranties are a material inducement for Lender and Transferee to enter into this Agreement.

3. Transferee's Representations and Warranties. The Transferee represents and warrants to Lender as of the date of this Agreement that Transferee has no knowledge that any of the representations made by Transferor in paragraph 2 above are not true and correct.

4. Consent to Transfer. Lender hereby consents to the Transfer and to the assumption by the Transferee of all of the obligations of the Transferor under the Loan Documents, subject to the terms and conditions set forth in this Agreement. Lender's consent to the Transfer of the Property to the Transferee is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Security Instruments. It is expressly understood and intended that the Transfer is not the exercise of the one time consent to transfer as provided for in Section 5.02 of the Mortgage and Security Agreement.

5. Term of Consent. Lender's consent to the Transfer and the terms of this Agreement shall only be effective and shall be expressly conditioned on the completion of the Transfer on or prior to July 1, 1998. Should the Transfer take place after July 1, 1998, this Agreement shall be null and void on its face.

6. Guarantors. The Guarantors hereby ratify and confirm that this Agreement in no way impairs, releases or discharges the obligations of the Guarantors under the Loan Documents.

7. No Impairment of Lien. Nothing set forth herein shall affect the priority or extent of the lien of any of the Loan Documents, nor release or change the liability of any party who may now be on after the date of this Agreement, becomes liable, primarily or secondarily, under the Loan Documents.

8. Costs. The Transferor agrees to pay all fees and costs incurred by Lender in connection with Lender's consent to and approval of the Transfer of the Property, including, without limitation, attorney's fees and any costs relating to Transferor's obligation to provide Lender with the appropriate endorsement to Lender's Mortgagee Title Insurance Policy insuring the priority of Lender's Mortgage regarding the Property.

9. Financial Information. The Transferee represents and warrants to Lender that all financial information and information regarding the management capability of Transferee provided to Lender was true and correct as of the date provided and remains materially true and correct as of the date of this Agreement.

10. Addresses. Transferee's address for notice hereunder and under the Loan Documents is:

AutoZone
123 South Front Street, 6th Floor
Memphis, Tennessee 38103
Attention: John H. Pontius

Transferor's address for notice hereunder and under the Loan Documents is:

28 Perimeter Center East, Suite 250
Atlanta, Georgia 30346
Attention: R.W. Worthington

Lender's address for notice hereunder and under the Loan Documents is:

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attention: Senior Vice-President
Real Estate Investments

and:

Metropolitan Life Insurance Company
2400 Lakeview Parkway, Suite 400
Alpharetta, Georgia 30004-1976
Attention: Vice-President or Associate General Counsel

11. Complete Release. Transferor hereby unconditionally and irrevocably releases and forever discharges Lender and its respective successors, assigns, agents, directors, officers, employees and attorneys under the Security Instruments (collectively, the "Indemnitees") from all Claims, as defined below, and agrees to indemnify Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims, the transfer of interests in the Property or the breach of the Loan Documents, as amended herein. As used in this Agreement, the term "Claims" shall mean any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which the Transferor, or any of its respective partners, members, officers, agents or employees, may now or hereafter have against the Indemnitees, if any and irrespective of whether such Claims arise out of a contract, tort, violation of laws, or regulations, or otherwise in connection with any of the Loan Documents, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting

from the acts, actions or omissions of Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law. Transferor agrees that Lender has no fiduciary or similar obligations to Transferor and that their relationship is strictly that of creditor and debtor. This release is accepted by Lender pursuant to this Agreement and shall not be construed as an admission of liability on Lender. Transferor hereby represents and warrants that Transferor is the current legal and beneficial owner of all Claims, if any, released hereby and has not assigned, pledged or contracted to assign or pledge any such Claim to any other person.

12. Priority/Modification. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified hereby, the Note, the Security Instruments and the other Loan Documents shall remain in full force and effect, and this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instruments or the Loan Documents, which are incorporated herein by reference. Transferor hereby ratifies the agreements made by it to Lender in connection with the Loan and agrees that, except to the extent modified hereby, all of such agreements remain in full force and effect.

13. Captions. The captions set forth at the beginning of the various paragraphs of this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TRANSFEROR:

Pittco Sunchase Associates, L.P., a Texas limited partnership

By: Pittco Sunchase, Inc., a Texas corporation, its sole general partner

By: John H. Postus
Its: Vice President

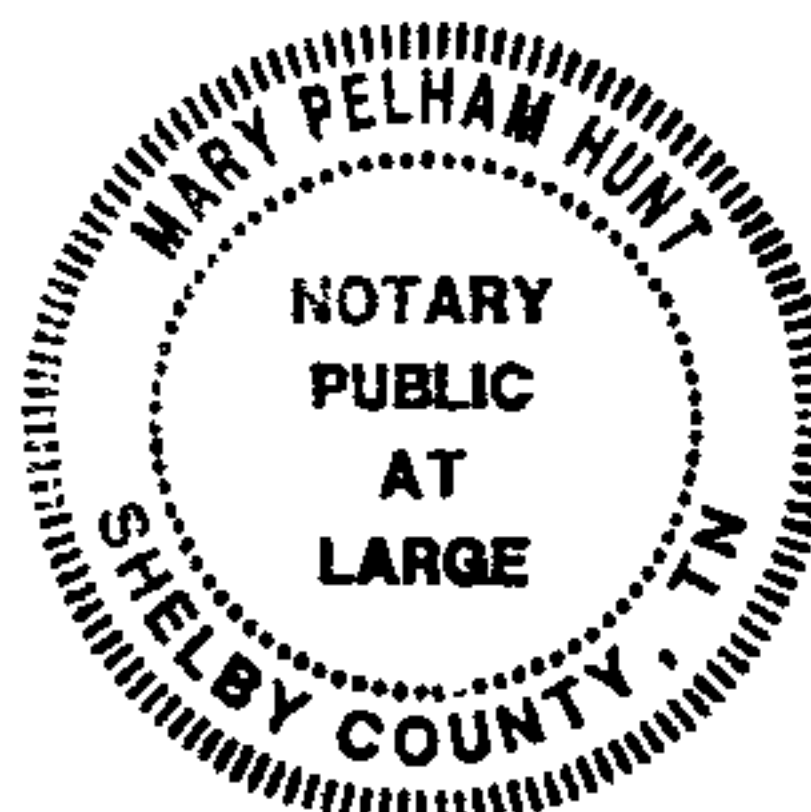
STATE OF TENNESSEE

COUNTY OF SHELBY

I, Mary Pelham Hunt, a Notary Public in and for said County, in said State, hereby certify that John H. Postus, whose name as Vice President of Pittco Sunchase, Inc. a Texas corporation, as General Partner of Pittco Sunchase Associates, L.P., a Texas 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 as of the day the same bears date.

Given under my hand and official seal this the 30th day of June, 1998.

Mary Pelham Hunt
Notary Public
My Commission Expires: _____



My Commission Expires June 22, 1999

TRANSFeree:

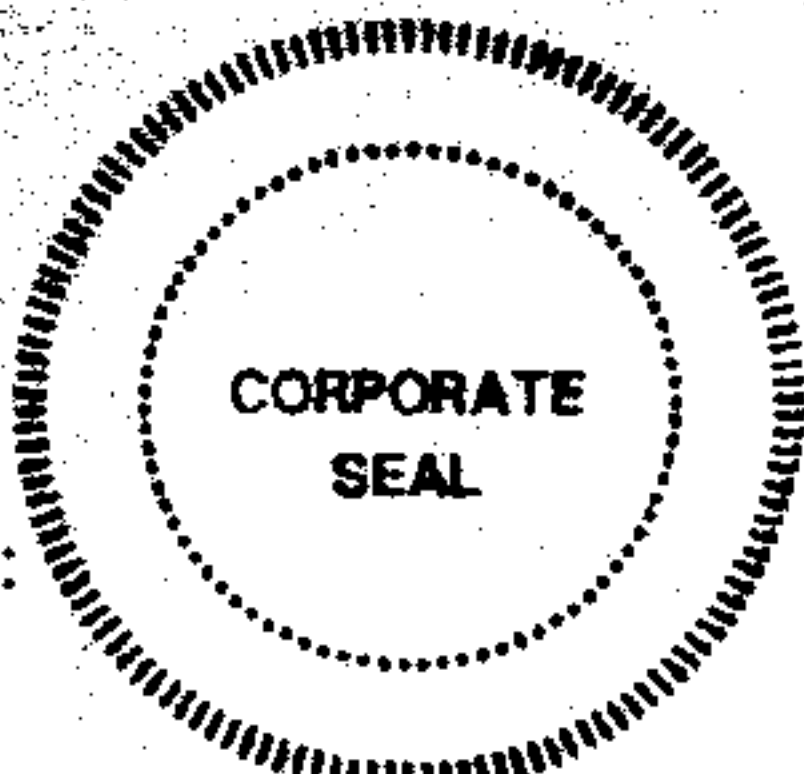
**SCHAEDEL WORTHINGTON HYDE
PROPERTIES, L.P.**, a Delaware limited
partnership

(SEAL)

By: **PITTCO HOLDINGS, INC.**, a Delaware
corporation, its sole general partner

By: John H. Pontius
Its: Vice President

Attest:



Wilson Sights
Asst Secretary
[Corporate Seal]

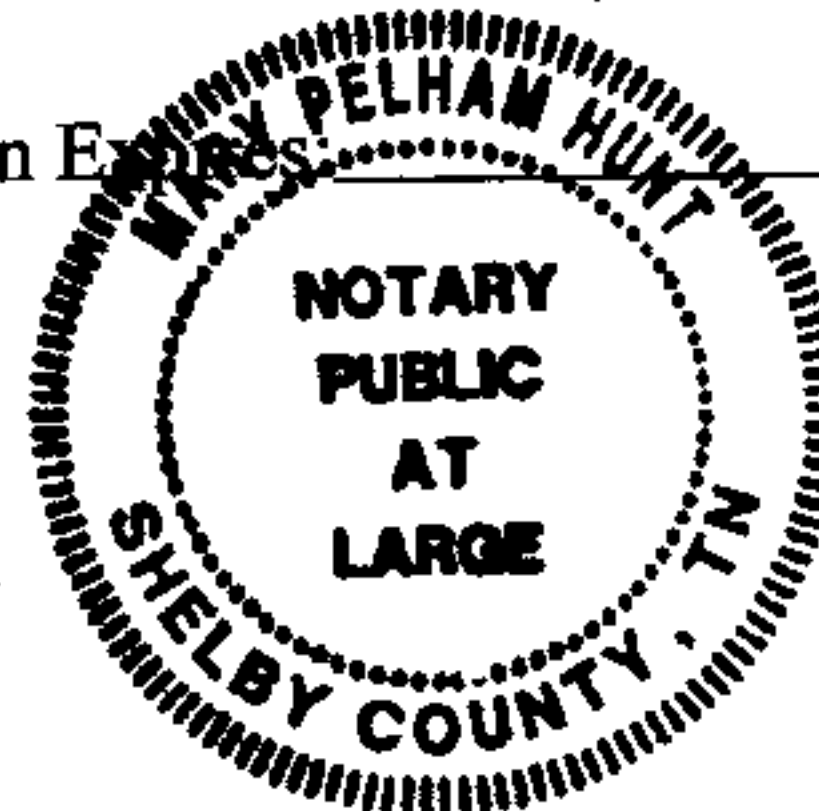
STATE OF TENNESSEE

COUNTY OF SHELBY

I, Mary Pelham Hunt, a Notary Public in and for said County, in said State, hereby
certify that John H. Pontius, whose name as Vice President of **Pittco Holdings, Inc.**,
a Delaware Corporation, the sole general partner of **Schaele Worthington Hyde Properties, L.P.**,
a Delaware 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 said
corporation, acting in its capacity as General Partner as of the day the same bears date.

Given under my hand and official seal this the 30 day of June, 1998.

Mary Pelham Hunt
Notary Public
My Commission Expires



My Commission Expires June 22, 1999

LENDER:

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

By: William E. Cafferty
Its: Assistant Vice-President

STATE OF Georgia)

COUNTY OF Fulton)

I, Raanan Lieberman, a Notary Public in and for said County, in said State, hereby certify that William E. Cafferty, 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, 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 as of the day the same bears date.

Given under my hand and official seal this the 4th day of March, 1998.

Raanan Lieberman

Notary Public

My Commission Expires

Notary Public, Georgia, State at Large

My Commission Expires March 12, 2001

GUARANTORS:

Robert W. Worthington
Robert W. Worthington

Robert G. Schaedle, III
Robert G. Schaedle, III

J.R. Hyde, III
J.R. Hyde, III

ACKNOWLEDGMENTS

STATE OF Georgia)
COUNTY OF Gwinnett) :SS

I, Judy S. Hermelink, a Notary Public in and for said county in said state, hereby certify that Robert W. Worthington, whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of June, 1998.

Judy S. Hermelink
Notary Public
My commission expires: March 19, 2002

STATE OF Tennessee)
COUNTY OF Williamson) :SS

I, Glenda S. Kella, a Notary Public in and for said county in said state, hereby certify that Robert G. Schaedle, III whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of July, 1998.

Glenda S. Kella
Notary Public
My commission expires: 11-28-99

STATE OF Tennessee)
) :SS
COUNTY OF Shelby)

I, Nancy C. Phillips, a Notary Public in and for said county in said state, hereby certify that J.R. Hyde, III whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of June, 1998.

Nancy C. Phillips
Notary Public
My commission expires: 1/12/2000

**EXHIBIT A
TO ASSUMPTION AGREEMENT**

LEGAL DESCRIPTION

Lot 1, according to the Map and Survey of Southwood Park Estates, Second Addition to Hoover, as recorded in Map Book 17, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama.

**EXHIBIT B
LOAN DOCUMENTS**

- A. Promissory Note between HSW Riverchase Associates, L.P., and Metropolitan Life Insurance Company dated December 2, 1996.
- B. Mortgage and Security Agreement filed with the Judge of Probate of Shelby County, Alabama as Instrument #1996-39593 on December 2, 1996.
- C. UCC-1 Financing Statements naming HSW Riverchase Associates, L. P. as Debtor filed with the:
- a. Shelby County, Alabama Judge of Probate as Instrument #1996-39595 on December 2, 1996.
 - b. Alabama Secretary of State as Instrument #96-51272 on December 6, 1996.
 - c. Fulton County, Georgia Clerk of Superior Court
- D. Assignment of Lessor's Interest in Leases filed with the Shelby County, Alabama Judge of Probate as Instrument #1996-39594 on December 2, 1996.
- E. Unsecured Indemnity Agreements indemnifying Lender and executed by:
- a. HSW Riverchase Associates, L.P.
 - b. Robert W. Worthington, Robert G. Schaedle, III, and J. R. Hyde, III
- F. Holdback Agreement between HSW Riverchase Associates, L.P., and Metropolitan Life Insurance Company dated December 2, 1996.
- G. Letter of Credit Agreement between HSW Riverchase Associates, L.P., and Metropolitan Life Insurance Company dated December 2, 1996.
- H. Principal's Indemnification Agreement between Robert W. Worthington, Robert G. Schaedle, III, J.R. Hyde, III, and Metropolitan Life Insurance Company dated December 2, 1996.
- I. Affidavit of Ownership and Certification of Borrower dated December 2, 1996.
- J. Subordination of Management/Leasing Agreement to Mortgage between HSW Riverchase Associates, L.P. and SWH Property Management, L.P.
- K. Letter of Credit from SunTrust issued on November 26, 1996.
- L. Agreement made and entered into by and between Metropolitan Life Insurance Company and HSW Riverchase Associates, L.P. dated January 3, 1997 amending the Note and Mortgage and Security Agreement.
- M. That certain Assumption Agreement dated the 31st day of December, 1997, by and among HSW, Transferor, Lender and Guarantors and recorded as instrument ~~998-04788~~

Inst # 1999-42799