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MODIFICATION AGREEMENT FOR MORTGAGE AND OTHER LOAN DOCUMENTS

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 1st day of December, 2001, by and among SCHAEDEL WORTHINGTON HYDE PROPERTIES, L.P., a Delaware limited partnership (hereinafter referred to as "Mortgagor" or "Borrower"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (hereinafter referred to as the "Mortgagee" or "Lender").

RECITALS:

A. The Borrower (by assumption of the obligations under the Loan) and the Lender are the borrower and lender, respectively, of a mortgage loan in the original principal amount of \$17,650,000.00, and which as of the date hereof has an outstanding principal balance of \$15,300,000 (the "Loan").

B. The Loan is evidenced by the following loan documents (as amended from time to time, the "Loan Documents"):

(i) Promissory Note between HSW Riverchase Associates, L.P. and Metropolitan Life Insurance Company dated December 2, 1996, as amended (as amended, the "Note");

(ii) Mortgage and Security Agreement filed with the Judge of Probate of Shelby County, Alabama as Instrument #1996-39593 on December 2, 1996, as amended (as amended, the "Mortgage");

(iii) UCC-1 Financing Statements naming HSW Riverchase Associates, L.P. as Debtor (amended to show Schaedle Worthington Hyde Properties, L.P. as debtor) filed with the:

- (a) Shelby County, Alabama Judge of Probate as Instrument #1996-39595 on December 2, 1996, as amended in Instrument #1999-42800;
- (b) Alabama Secretary of State as Instrument #96-51272 on December 6, 1996;
- (c) Fulton County, Georgia Clerk of Superior Court filed as File #060199709331, amended in File #3814.

(iv) Assignment of Lessor's Interest in Leases filed with the Shelby County, Alabama Judge of Probate as Instrument #1996-39594 on December 2, 1996, as amended (as amended, the "Assignment of Leases");

(v) Unsecured Indemnity Agreements indemnifying Lender and executed by:

- (a) HSW Riverchase Associates, L.P. (the "Borrower Unsecured Indemnity Agreement");
- (b) Robert W. Worthington, Robert G. Schaedle, III, and J.R. Hyde, III (the "Individual Unsecured Indemnity Agreement");

(vi) Holdback Agreement between HSW Riverchase Associates, L.P. and Metropolitan Life Insurance Company dated December 2, 1996;

(vii) Letter of Credit Agreement between HSW Riverchase Associates, L.P. and Metropolitan Life Insurance Company dated December 2, 1996;

(viii) 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 (the "Principal's Indemnification Agreement");

(ix) Affidavit of Ownership and Certification dated December 2, 1996;

(x) Subordination of Management/Leasing Agreement to Mortgage between HSW Riverchase Associates, L.P. and SWH Property Management, L.P.;

(xi) Letter of Credit from SunTrust issued on November 26, 1996;

(xii) 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;

(xiii) Assumption Agreement dated December 31, 1997 by and among HSW Riverchase Associates, L.P., Pittco Sunchase Associates, L.P., Metropolitan Life Insurance Company, and Robert W. Worthington, Robert G. Schaedle, III, and J.R. Hyde, III, and recorded as Instrument #1998-04788;

(xiv) Assumption Agreement made effective as of the 30th day of June, 1998 by and among Pittco Sunchase Associates, L.P., a Texas limited partnership, Schaedle Worthington Hyde Properties, L.P., a Delaware limited partnership, Metropolitan Life Insurance Company, a New York corporation, and Robert W. Worthington, Robert G. Schaedle, III, and J.R. Hyde, III, recorded as Instrument #1999-42799 in the Office of the Judge of Probate of Shelby County, Alabama.

C. The Borrower and the Lender have executed an Amendment to Note dated of even date herewith (the "Amendment to Note"), a copy of which has been provided to all parties to this Agreement.

D. The parties desire to modify and amend certain of the Loan Documents, all as hereinafter set forth, it being specifically understood that except as herein modified and amended, or modified and amended pursuant to the Amendment to Note, the terms and provisions of the Loan Documents shall remain unchanged and continue in full force and effect as therein written.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant, stipulate and agree as follows:

1. Recitals. The Recitals are incorporated herein by reference and shall be deemed a part of this Agreement.

2. Modification of Note. The parties acknowledge that the Note has been modified and amended pursuant to that certain Amendment to Note dated of even date herewith among the Borrower and the Lender (the "Amendment to Note").

3. Modifications to the Mortgage.

(a) All references to the Note shall include the modifications made thereto pursuant to the Amendment to Note.

(b) The "Maturity Date" (as defined in the Mortgage) is amended to be December 1, 2006.

(c) The following is hereby added to Section 1.17:

"The limitation of liability set forth in this Section 1.17 shall not apply and the Loan shall be fully recourse in the event that Mortgagor commences a voluntary bankruptcy or insolvency

proceeding or an involuntary bankruptcy or insolvency proceeding is commenced against Mortgagor by an entity related to or affiliated with Mortgagor and is not dismissed within 90 days of filing. In addition, this agreement shall not waive any rights which Mortgagee would have under any provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the Secured Indebtedness or to require that the Property shall continue to secure all of the Secured Indebtedness."

(d) Section 3.03(a) is amended and restated to read as follows:

"(a) Subject to Section 5.02 contained herein, Mortgagor shall not cause, permit or suffer: (i) the Property, or any part thereof, or any interest therein, to be conveyed, transferred, assigned, encumbered, sold or otherwise disposed of; (ii) any conveyance, transfer, pledge or encumbrance of any interest in Mortgagor; (iii) any change in the individual(s) comprising Mortgagor or in the partners, stockholders, members or beneficiaries of Mortgagor from those on the date hereof; or (iv) any merger, reorganization, dissolution or other change in the ownership structure of Mortgagor or any of the general partners of Mortgagor including, without limitation, any conversion of the Mortgagor or any general partner of Mortgagor from a general partnership to a limited partnership, a limited liability partnership, or a limited liability company. The foregoing prohibitions shall not be applicable to (i) transfers of ownership as a result of the death of a natural person or (ii) transfers by a natural person to a spouse, son or daughter or descendant of either, a stepson or stepdaughter or descendant of either, or (iii) transfers by any natural person in connection with bona fide estate planning. Notwithstanding the foregoing prohibitions herein to the contrary, (i) limited partners of Mortgagor, and any partners or other beneficial owners of any limited partners of Mortgagor shall have the right to transfer their interest to each other, to a family member or trust or to J.R. Hyde III, all without the consent or approval of Mortgagee, and any such transfer shall not constitute an Event of Default hereunder; provided, however, that Mortgagor shall provide written notice to Mortgagee of such permitted transfers and shall be responsible for all expenses or costs incurred by Mortgagee in connection with any such permitted transfers. In addition, it shall constitute an Event of Default under this Mortgage and the other Loan Documents if there is (i) any financing in addition to the Note that is secured by a lien, security interest or other encumbrance upon any part of the Property, or (ii) any pledge or encumbrance of a partnership, membership, shareholder or other beneficial interest in Mortgagor (individually or collectively, "Secondary Financing") without the written consent of Mortgagee, which shall not be unreasonably withheld."

(e) Section 5.02(a) is amended and restated to read as follows:

"(a) Notwithstanding anything contained in Section 3.03(a) to the contrary, the Mortgagor shall have a one time right to transfer the Property subject to the following conditions: (i) there being no Event of Default under the Loan Documents, the Indemnity Agreement or any Guaranty at the time of the transfer, (ii) Mortgagee's Approval of the proposed transferee, (iii) the proposed transferee shall be able to make the ERISA representations set forth in the Loan Documents and the representations contained in Sections 5.01, 5.04 and 5.05 of this Mortgage, (iv) the cash flow, in the opinion of Mortgagee, derived from the Property shall be no less than 1.75 times the annual payments required under the Loan, (v) the loan to value ratio of the Property at the time of the transfer shall not be greater than 60% (the market value of the Property at the time of transfer will be determined, in Mortgagee's sole discretion, by either the purchase price or an MAI appraisal by a firm acceptable to Mortgagee, engaged by Mortgagee and paid for by the Mortgagor), (vi) Mortgagor or the transferee shall pay a fee ("Transfer Fee") at the time of the assumption as set forth in Section 5.02(c) below and Mortgagor or the transferee shall pay Mortgagee a processing fee in the amount of \$5,000 at the time of the request for approval of the transfer, (vii) the proposed transferee shall expressly assume the Loan Documents and the Indemnity Agreement in a manner satisfactory to Mortgagee, and additional Liable Parties acceptable to Mortgagee shall execute a Guaranty of Mortgagor's obligations under Section 1.17 of this Mortgage with respect to events arising or occurring from and after the date of the transfer,

(viii) the transferee must have a net worth acceptable to Mortgagee in its sole discretion, (ix) the transferee must be experienced in the ownership, management and leasing of properties similar to the Property, (x) Mortgagor or transferee shall pay all costs and expenses incurred by Mortgagee in connection with the transfer, including title insurance premiums, documentation costs and reasonable attorneys' fees, and (xi) if the Loan has been securitized, Mortgagee shall have received confirmation that the assumption of the Loan by the transferee will not result in an adverse change in the rating of the Securities by the Rating Agency. No transfer shall release Mortgagor or Liable Parties from their obligations under the Loan Documents, the Indemnity Agreement or any Guaranty with respect to events arising or occurring prior to the date of transfer."

(f) Section 5.02(c) is amended and restated to read as follows:

"The Transfer Fee shall, at the option of Mortgagor, be determined as follows: (i) one percent (1.0%) of the then outstanding principal balance of the loan secured hereby, or (ii) beginning January 1, 2005, payment by Mortgagor of no less than thirty percent (30%) of the outstanding principal balance up to an amount which will produce a remaining loan-to-value ratio of not more than fifty percent (50%) of the then market value (which shall equal the purchase price paid by an unrelated purchaser in a bona-fide sale transaction; however, Mortgagee reserves the right, at its sole discretion, to engage an independent MAI appraiser to satisfy any requirement or condition of its approval as described hereinabove), with a Note Prepayment Fee (as defined in the Note) on that portion of the principal which is being repaid based on the same terms and formula as described in the Note. In the event of any such principal reduction, the monthly payments will be adjusted accordingly to reflect the reduced principal amount."

(g) Sections 5.03, 5.04 and 5.05 are hereby added as follows:

"5.03 TRANSFER OF LOAN. The Mortgagee may, at any time, sell, transfer or assign the Loan evidenced by the Note (the "Loan"), the Loan Documents, any Indemnity Agreement and any Guaranty, and its servicing rights with respect to the Loan, grant participations in the Loan or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in the Loan in a rated or unrated public offering or private placement (the "Securities"). Mortgagee may forward to each purchaser, transferee, assignee, servicer, participant, investor or prospective investor in such Securities (collectively, the "Investor"), or any agency rating or assigning value to such Securities ("Rating Agency"), or prospective Investor all documents and information Mortgagee has with respect to the Loan. Mortgagor and any Liable Parties shall furnish and consent to Mortgagee furnishing this information pertaining to the Loan, the Property, the Leases and the financial condition of Mortgagor, the Liable Parties, and the Property as Mortgagee, the Investor or Rating Agency may request. Mortgagor and Liable Parties shall provide an estoppel certificate or any other documents to the Investor or the Rating Agency as may be reasonably required by Mortgagee. In addition, at the sole election of Investor or the Rating Agency, upon 30 days prior written notice, Mortgagor shall deliver an active present assignment ("Lockbox Agreement") to Mortgagee of rents, issues and profits ("Rents") derived from the Property. The Lockbox Agreement shall require tenants under Leases to pay all Rents directly to the depository institution selected by Investor to accept Rents. The Rents so paid shall be applied to pay debt service for the Loan and any other payments required by Investor (including, without limitation, escrows for Impositions, insurance premiums and any other escrows or reserves required by Investor) due in connection with the Property and the balance, if any, shall be returned to Mortgagor.

5.04 NON-RELATIONSHIP. Neither Mortgagor nor any partner, director, member, stockholder or officer of Mortgagor is (i) a director or officer of Metropolitan Life Insurance Company ("MetLife"), (ii) a parent, son or daughter of a director or officer of MetLife, or a

descendent of any of them, (iii) a stepparent, adopted child, stepson or stepdaughter of a director or officer of MetLife, or (iv) a spouse of a director or officer of MetLife.

5.05 NO FOREIGN PERSON. Mortgagor represents and warrants that neither Mortgagor nor any partner, member or stockholder of Mortgagor is, and, to its knowledge, no legal or beneficial interest in a partner, member or stockholder of Mortgagor is or will be held, directly or indirectly by, a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, and the amendments of such Code or Regulations as promulgated pursuant to such Code."

(h) The legal description is revised by adding the following:

"Together with all easements, rights and other benefits as set forth in Grant of Easement dated July 19, 2000 from BellSouth Corporation to Schaedle Worthington Hyde Properties, L.P. recorded as Instrument #2000-25338 in the Office of the Judge of Probate of Shelby County, Alabama."

4. Modifications to Assignment of Leases.

(a) All references to the Note shall include the modifications made thereto pursuant to the Amendment to Note.

(b) The following is hereby added to Section 1.03(c):

"The limitation of liability set forth in this Section 1.03(c) shall not apply and the Loan shall be fully recourse in the event that Borrower commences a voluntary bankruptcy or insolvency proceeding or an involuntary bankruptcy or insolvency proceeding is commenced against Borrower by an entity related to or affiliated with Borrower and is not dismissed within 90 days of filing. In addition, this agreement shall not waive any rights which Lender would have under any provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the Secured Indebtedness or to require that the Property shall continue to secure all of the Secured Indebtedness."

5. Release of Individual Indemnitors. The Mortgagee hereby releases Robert W. Worthington, Robert G. Schaedle, III, and J.R. Hyde, III from their respective obligations under the Principal's Indemnification Agreement, the Individual Unsecured Indemnity Agreement, and the other Loan Documents.

6. Other Loan Documents. All references in the Loan Documents to any other Loan Document shall mean such Loan Document as modified pursuant to this Agreement and the Amendment to Note and any and all further modifications thereof or amendments thereto, in whole or in part.

7. Agreement to be Part of Other Loan Documents; No Modifications Except as Set Forth Herein. It is mutually agreed by and between the parties hereto that this Agreement shall become a part of the Loan Documents by reference and that nothing herein contained shall impair the security now held for the indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Loan Documents, except as herein amended, nor affect or impair any rights, powers or remedies under the Loan Documents, as hereby amended, or any of them.

8. Agreement Not to be Construed as a Novation. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage, which Mortgage shall retain its priority as originally filed for record.

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto, under seal as of the date and year first above written.

MORTGAGOR:

SCHAEDLE 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
John H. Pontius, Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

I, Judy S. Hermelink, 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 Schaedle 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 30th day of November, 2001.

Judy S. Hermelink
Notary Public
My Commission Expires: March 19, 2002

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY.
a New York corporation

Attest:

Kathy Atkinson
Assistant Secretary

By:
Title:

[Signature]
VICE PRESIDENT NA

[Corporate Seal]

STATE OF Georgia)
COUNTY OF Fulton)

I, Kathleen D. Coady, a Notary Public in and for said County, in said State, hereby certify that Robert P. Edwards, whose name as VICE PRESIDENT 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, he/she 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 3rd day of December, 2001.

Kathleen D. Coady
Notary Public
My Commission Expires: _____



Inst # 2001-53406

12/07/2001-53406
04:10 PM CERTIFIED
7 SHELBY COUNTY JUDGE OF PROBATE
007 MSB 22979.00