

STATE OF MISSISSIPPI  
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Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Rex A. Palmer, Esq.  
(312) 782-0600

BK 82 PG 368  
W.E. DAVID CH. CLK

After Recording, Return To:  
Holcomb Dunbar, P.A.  
P.O. Box 190  
Southaven, MS 38671  
601.349.0664  
File No. 998782 Initials mlg

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Mississippi

ASSIGNMENT OF LEASE  
AND RENTS

Dated as of March 22, 1999

between

ATLANTIC FINANCIAL GROUP, LTD.,  
as Assignor and Lessor

and

SUNTRUST BANK, ATLANTA,  
as Agent and Assignee

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THIS ASSIGNMENT OF LEASE AND RENTS signed on the dates set forth in the acknowledgments hereto and effective as of March 22, 1999 (herein, as the same may be amended or supplemented from time to time, called this "Assignment Agreement"), is between ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership with an address at 2311 Cedar Springs Road, Suite 150, Dallas, Texas 75201, as Lessor ("Lessor"), and SUNTRUST BANK, ATLANTA, a Georgia state banking corporation with an address at 25 Park Place, Atlanta, Georgia 30303, as Agent ("Assignee").

Capitalized terms not otherwise defined in this Assignment Agreement shall have the respective meanings assigned thereto in the Appendix A attached hereto and made a part hereof.

RECITALS:

WHEREAS, the Leased Property, including, without limitation, the Land described on Exhibit A, has been leased by Lessor to Genuine Parts Company (the "Lessee"), pursuant to a Lease Agreement dated as of October 23, 1998 and a related Lease Supplement, dated as of even date herewith (herein, as the same may be amended or supplemented from time to time as permitted thereby and by the Operative Documents, called the "Lease"); and

WHEREAS, Lessor has entered into the Master Agreement with Assignee, Lessee, and the Lenders providing, among other things, for the commitment of the Lenders to assist in financing Lessor's acquisition of the Land, and the construction of the Building thereon, by making Loans to be evidenced by the respective Notes. Such Loans as evidenced by the Notes (i) mature no later than the Lease Termination Date, and (ii) bear interest on the unpaid principal amount thereof from time to time outstanding at the interest rate per annum determined as provided in and payable as specified in the Loan Agreement.

NOW, THEREFORE, Lessor hereby agrees for the benefit of Assignee as follows:

Section 1. COLLATERAL ASSIGNMENT OF LEASE. Lessor, in consideration of the premises and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as security for the payment of the principal of, and all interest and all other sums payable on, the Notes and all other sums payable by Lessor to Assignee under the Loan Agreement or under any of the other Operative Documents and the performance and observance by Lessor for the benefit of Assignee of the provisions of each thereof, whether contained therein or incorporated therein by reference, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to Assignee all of Lessor's

interest in, to and under the Guaranty Agreement and the Lease and all of Lessor's estate, right, title, interest, claim and demand as Lessor under the Lease, and all existing or future amendments, supplements or modifications of the Guaranty Agreement and Lease;

TOGETHER WITH all rights, powers, privileges, options and other benefits of Lessor under the Lease or the Guaranty Agreement, including, without limitation (a) the right to receive and collect all Rent, income, revenues, issues, profits, Loss Proceeds, Awards, bankruptcy claims, liquidated damages, purchase price proceeds (pursuant to Article 14 of the Lease, or otherwise), the Recourse Deficiency Amount, and other payments, tenders and security payable to or receivable by Lessor under the Lease, to be applied in accordance with Section 3 of the Loan Agreement; (b) the right, subject to the provisions of Section 8.4 of the Master Agreement, to give and withhold all waivers, consents, modifications, amendments and agreements under or with respect to the Lease; (c) the right to give and receive copies of all notices and other instruments or communications under or pursuant to the Lease; (d) the right to take such action upon the occurrence and during the continuance of an Event of Default as shall be permitted by the Lease or by Applicable Law; and (e) the right to do any and all other things whatsoever which Lessor or any lessor under the Lease, as the case may be, is or may be entitled to do thereunder;

TOGETHER WITH the right and power to execute and deliver as agent and attorney-in-fact of Lessor under the Lease an appropriate deed, bill of sale or other instruments of transfer necessary or appropriate for the conveyance and transfer to Lessee of the Leased Property pursuant to Articles XIV or XV of the Lease, and all interests of Lessor therein and to perform in the name and for and on behalf of Lessor, as such agent and attorney-in-fact, any and all other necessary or appropriate acts with respect to any such purchase, conveyance and transfer;

TOGETHER WITH the right to inspect the Leased Property and all records relating thereto and to enforce performance or observance by the Lessee of any of such rights by the exercise of the right to proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms or to recover damages for the breach thereof.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

Section 2. ASSIGNMENT AS COLLATERAL SECURITY. The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish any obligations of Lessor as lessor under the Lease or

of Lessor, Assignee, the Guarantor or any Lender under any of the other Operative Documents, nor impair, affect or modify any of the terms and conditions of the Notes or the Loan Agreement or any of the other Operative Documents securing the Notes, nor shall any of the obligations of Lessor or of any other Person under any of the Operative Documents (other than the express obligations of Assignee) be imposed upon Assignee, including, but not limited to, collecting Rent or enforcing performance by Lessee or the Guarantor.

Without limiting the generality of the foregoing, Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Lessor under the Lease, or of Lessor under any of the other Operative Documents, or under or by reason of this Assignment Agreement and the Lessor does hereby waive any and all liability, loss or damage which may or might be asserted against Assignee by reason of any alleged obligations or undertakings on its or their part to perform or discharge any of the terms, covenants or agreements contained in the Lease to be performed or discharged by Lessor thereunder, provided, however, if Assignee does undertake any such action pursuant to the terms, conditions and restrictions contained in this Assignment Agreement and the other Operative Documents, Lessor shall retain any rights it may have with respect thereto under the Operative Documents or by law or in equity, and Assignee shall be liable for its gross negligence or willful misconduct. It is further understood and agreed that this Assignment Agreement shall not operate to (i) place responsibility for the control, care, management or repair of the Leased Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Lease or of any of the other Operative Documents (except to the extent expressly provided therein), in any such case binding upon or applicable to Lessor, or (ii) make Assignee responsible or liable for any waste with respect to the Land or the other Leased Property by Lessee or any Person other than by Assignee, or for any dangerous or defective condition of the Land or the other Leased Property, or for any negligence of the management, upkeep, or repair or control of the Land or the other Leased Property resulting in loss or injury or death to Lessee, any sublessee, sublessor, licensee, employee or stranger other than by Assignee.

Section 3. PAYMENTS UNDER THE LEASE. Lessor will direct Lessee to pay directly to Assignee, as and when due pursuant to the Lease, the Recourse Deficiency Amount, all Basic Rent, all Supplemental Rent and all payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds, and other sums paid or payable to Lessor pursuant to the Lease (but excluding any indemnity payments or reimbursements to Lessor from Lessee pursuant to the Lease or otherwise).

Assignee may, at its option, although it shall not be obligated to do so, and without waiving or releasing any obligation or Loan Event of Default, at any time perform any Lease covenant required to be performed by Lessor for and on behalf of Lessor and may recover any money advanced for any such purpose from Lessor on demand, with interest at the Overdue Rate from the date of advancement; and (b) Assignee is authorized to endorse, in the name of Lessor, any item, howsoever received by it, representing any payment on or other proceeds (including Loss Proceeds) of the Lease (including, without limitation, all Basic Rent, Supplemental Rent, payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid or payable to Lessor pursuant to the Lease) and to endorse and deliver, in the name of Lessor, any instrument or other item of the Rent held by Assignee hereunder, in connection with the sale or collection of the Rent.

Section 4. POWER OF ATTORNEY IN RESPECT OF THE LEASE. Lessor does hereby irrevocably constitute and appoint Assignee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead to do any or all of the following (a) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for all Basic Rent, Supplemental Rent, payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid or payable to Lessor pursuant to the Lease and other sums which are assigned under Section 1 hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under the Lease, sue for, compound and give acquittance for, or settle, adjust or compromise any claim for any and all such Rent, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums which are assigned under Section 1 hereof as fully as Lessor could itself do, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Lessor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such Rent and other sums and security intended to be afforded hereby.

Section 5. ASSIGNEE DESIGNATED RECIPIENT. Lessor hereby directs Lessee to deliver or remit directly to Assignee at its address set forth in the Master Agreement all Basic Rent and Supplemental Rent, payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums payable to Lessor pursuant to the Lease by wire transfer of Federal or other funds current and immediately available to Assignee on the due date thereof.

Section 6. ALLOCATION PURSUANT TO LOAN AGREEMENT. Notwithstanding anything contained herein to the contrary, any and all Basic Rent, Supplemental Rent, payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid to or received or collected by or on behalf of Assignee shall be paid, allocated and distributed pursuant to the terms of, and in the order of priority provided for in, Section 3 of the Loan Agreement.

Section 7. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS. Lessor agrees that the collateral assignment made hereby and the designation and direction to Lessee hereinabove set forth are irrevocable, and that Lessor will not, while said collateral assignment is in effect or thereafter until Lessee has received from Assignee written notice of the termination of said collateral assignment, make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. Lessor will from time to time, upon request of Assignee, execute all instruments of further assurance and all such supplemental instruments as Assignee may reasonably specify.

Section 8. AMENDMENTS OR TERMINATION OF THE LEASE. Except as otherwise permitted under Section 8.4 of the Master Agreement, Lessor agrees that it will not enter into any agreement amending, supplementing, hypothecating, waiving, discharging or terminating the Lease.

Section 9. LESSEE'S CONSENT AND AGREEMENT. The consent and agreement by Lessee to the provisions of this Assignment Agreement is attached hereto.

Section 10. REMEDIES CUMULATIVE. Each right, power and remedy of Assignee provided for in this instrument or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment Agreement or in any other Operative Document or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by Assignee of any one or more of such rights, powers or remedies shall not preclude the further exercise thereof or the simultaneous or later exercise by Assignee of any or all such other rights, powers or remedies. No failure or delay on the part of Assignee to exercise any such right, power or remedy (including, without limitation, the granting by Assignee of consent to any action by Lessor) shall operate as a waiver thereof. Lessor stipulates that the remedies at law in respect of any default or threatened default by Lessor in the performance of or compliance with any of the terms of this Assignment Agreement are not and will not be

adequate, and that any of such terms may be specifically enforced by a decree for specific performance or by an injunction against the violation of any terms or otherwise.

Section 11. MISCELLANEOUS.

(a) All notices, requests, offers, consents and other instruments given pursuant to this Assignment Agreement shall be delivered in accordance with Section 8.2 of the Master Agreement.

(b) This Assignment Agreement shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of the parties hereto. The headings to the various paragraphs of this Assignment Agreement have been inserted for convenience reference only and shall not modify, define, limit or expand the express provisions of this Assignment Agreement. Neither this Assignment Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the parties hereto. If any provision of this Assignment Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Assignment Agreement and any other application of such provision shall not be affected thereby.

(c) This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Assignment Agreement. It shall not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart signed by the party against which enforcement of this Assignment Agreement is sought.

(d) THIS ASSIGNMENT AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF THE LIEN HEREUNDER, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATES IN WHICH THE LAND IS LOCATED.

(e) Upon payment in full of all indebtedness secured by this Assignment Agreement and the Loan Agreement and performance of all other obligations secured hereby and thereby, this Assignment Agreement and the Lien created hereby shall terminate and be of no further force or effect. Assignee shall, at Lessee's expense, do, execute, acknowledge and deliver each and every deed, conveyance, transfer and release necessary or proper to evidence the release of record of this Assignment Agreement.

(f) Notwithstanding anything to the contrary set forth herein, in the event of any conflict between any provision of this Assignment Agreement and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

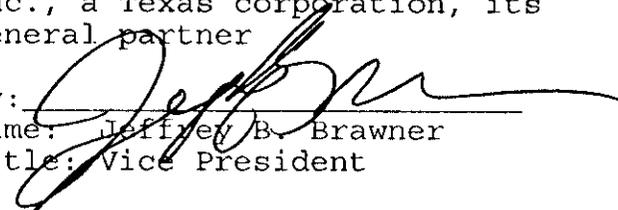
(g) All amounts paid by Lessee to the Assignee hereunder shall be fully credited against amounts payable by Lessee to Lessor under the Lease.

(h) To the extent the Lease and Lease Supplement are characterized as a deed of trust, mortgage, or other financing document encumbering the Leased Property this Assignment Agreement shall be characterized as an assignment of such deed of trust, mortgage or financing document to the Agent as security for the obligation of the Lessor under the Loan Agreement, Notes and other Operative Documents.

IN WITNESS WHEREOF, Lessor and Assignee have each caused this Assignment Agreement to be duly executed and delivered, in its respective name and behalf, all as of the date and year first above written.

ATLANTIC FINANCIAL GROUP, LTD.,  
a Texas limited partnership,  
as Lessor

By: Atlantic Financial Managers,  
Inc., a Texas corporation, its  
general partner

By:   
Name: Jeffrey B. Brawner  
Title: Vice President

SUNTRUST BANK, ATLANTA,  
a Georgia state banking  
corporation, as Agent

By: Donald M. Thompson  
Name: Donald M. Thompson  
Title: Vice President

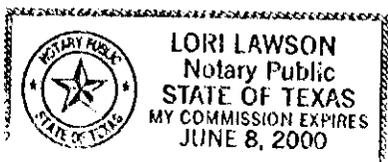
By: Mike Smith  
Name: Mike Smith  
Title: VP

ACKNOWLEDGMENT BY NOTARY

STATE OF TEXAS

COUNTY OF Dallas

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5th day of March, 1999, within my jurisdiction, the within named Jeffrey B. Brawner, who acknowledged that he is the Vice President of Atlantic Financial Managers, Inc., a Texas corporation, which is the general partner of Atlantic Financial Group, Ltd., a Texas limited partnership, and that for and on behalf of Atlantic Financial Managers, Inc., as general partner of Atlantic Financial Group, Ltd., and as the act and deed of Atlantic Financial Managers, Inc., general partner of Atlantic Financial Group, Ltd., he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.



Lori Lawson  
NOTARY PUBLIC

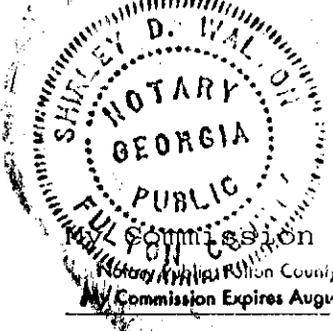
My Commission Expires: June 8, 2000

(Notary Seal Required)

STATE OF GEORGIA )  
COUNTY OF Fulton )

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, on this 10th day of March, 1999, within my jurisdiction, the within named Donald W. Thompson and Mike Smith who acknowledged that they are the Vice President and Assistant Vice President, respectively of SUNTRUST BANK, ATLANTA, a Georgia state banking corporation, and for and on behalf of the said bank, and as its act and deed each executed and delivered the above and foregoing instrument, after first having been duly authorized by said bank so to do.

Shirley D. Wallin  
NOTARY PUBLIC



My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires August 18, 2002

APPENDIX A

EXHIBIT A

DESCRIPTION OF LOT 1, SECTION "A", FIRST COMMERCIAL AND INDUSTRIAL PLAZA,

FIRST REVISION AS RECORDED IN PLAT BOOK 31 PAGES 23 TO 24 OF THE CHANCERY CLERK'S OFFICE DESOTO COUNTY, MISSISSIPPI.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

THENCE EAST ALONG THE NORTH LINE OF SECTION 23 NORTH 90°00'00" EAST A DISTANCE OF 257.94 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 615.68 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 739.01 TO A FOUND 1 1/2" IRON PIPE AT THE NORTHWEST CORNER OF LOT 1 SECTION "A" FIRST COMMERCIAL & INDUSTRIAL SUBDIVISION SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 54°28'46" EAST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 224.95 FEET TO A 3/4" CONDUIT PIPE IN THE WEST RIGHT OF WAY OF US HIGHWAY 51 (100 FEET WIDE); THENCE SOUTH 35°31'14" EAST, ALONG SAID RIGHT OF WAY A DISTANCE OF 161.67 FEET TO 1/2" IRON PIPE AT THE POINT OF CURVATURE OF A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40 FEET AND AN ARC LENGTH OF 62.83 FEET TO A 1/2" IRON PIN AT THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°28'37" WEST, ALONG THE NORTH RIGHT OF WAY OF FIRST COMMERCIAL DRIVE (68 FEET WIDE), A DISTANCE OF 143.03 FEET TO A POINT OF CURVATURE OF A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 597.44 FEET, AN ARC LENGTH OF 63.96 FEET TO A 1/2" IRON PIN AT THE COMMON CORNER OF LOT 1 AND LOT 2 OF SAID SUBDIVISION, THENCE NORTH 29°12'30" WEST A DISTANCE OF 199.15 FEET TO THE POINT OF BEGINNING CONTAINING 1.08 ACRES MORE OR LESS. SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD AND SUBDIVISION REGULATIONS IN EFFECT FOR THE CITY OF SOUTHAVEN.

APPENDIX A  
to  
Master Agreement, Lease,  
Loan Agreement and Construction Agency Agreement

DEFINITIONS AND INTERPRETATION

A. Interpretation. In each Operative Document, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the Operative Documents;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement (including any Operative Document), document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of the other Operative Documents and reference to any promissory note includes any promissory note which is an extension or renewal thereof or a substitute or replacement therefor;

(v) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) reference in any Operative Document to any Article, Section, Appendix, Schedule or Exhibit means such Article or Section thereof or Appendix, Schedule or Exhibit thereto;

(vii) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to an Operative Document as a whole and not to any particular Article, Section, paragraph or other provision of such Operative Document;

(viii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(ix) "or" is not exclusive; and

(x) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding".

B. Accounting Terms. In each Operative Document, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determinations and computations shall be made, in accordance with GAAP.

C. Conflict in Operative Documents. If there is any conflict between any Operative Documents, each such Operative Document shall be interpreted and construed, if possible, so as to avoid or minimize such conflict but, to the extent (and only to the extent) of such conflict, the Master Agreement shall prevail and control.

D. Legal Representation of the Parties. The Operative Documents were negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring any Operative Document to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

E. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used in each Operative Document.

"A Loan" means the A Percentage of Fundings made pursuant to the Loan Agreement and the Master Agreement.

"A Note" is defined in Section 2.2 of the Loan Agreement.

"A Percentage" means 80%.

"Address" means with respect to any Person, its address set forth in Schedule 8.2 to the Master Agreement or such other address as it shall have identified to the parties to the Master Agreement in writing in the manner provided for the giving of notices thereunder.

"Adjusted LIBO Rate" shall mean, with respect to each Rent Period for a LIBOR Advance, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined pursuant to the following formula:

$$\text{Adjusted LIBO Rate} = \frac{\text{LIBOR}}{1.00 - \text{LIBOR Reserve Percentage}}$$

As used herein, LIBOR Reserve Percentage shall mean, for any Rent Period for a LIBOR Advance, the reserve percentage (expressed as a decimal) equal to the then stated maximum rate of all reserves requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or against any successor category of liabilities as defined in Regulation D).

"Advance" means a LIBOR Advance or a Base Rate Advance.

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

"After-Tax Basis" means (a) with respect to any payment to be received by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including Taxes, for which the payment to be received is made) imposed currently on the Indemnitee by any Governmental Authority or taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment to be received and (b) with respect to any payment to be made by any Indemnitee, the amount of such payment supplemented by a further payment or payments so that, after increasing such payment by the amount of any current credits or other Tax benefits realized by the Indemnitee under the laws of any Governmental Authority or taxing authority resulting from the making of such payments, the sum of such payments (net of such credits or benefits) shall be equal to the original payment to be made; provided, however, for the purposes of this definition, and for purposes of any payment to be made to either a Lessee or an Indemnitee on an after-tax basis, it shall be assumed that (i) federal, state and local

taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time and (ii) such Indemnitee or such Lessee has sufficient income to utilize any deductions, credits (other than foreign tax credits, the use of which shall be determined on an actual basis) and other Tax benefits arising from any payments described in clause (b) of this definition.

"Agent" means SunTrust Bank, Atlanta, a Georgia banking corporation, in its capacity as agent under the Master Agreement and the Loan Agreement.

"Alterations" means, with respect to any Leased Property, fixtures, alterations, improvements, modifications and additions to such Leased Property.

"Applicable Law" means all existing and future applicable laws (including Environmental Laws), rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by, any Governmental Authority, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including, without limitation, wetlands) and those pertaining to the construction, use or occupancy of any Leased Property).

"Applicable Margin" means, with respect to (i) any LIBOR Advance, 0.40% and (ii) any Base Rate Advance, 0%.

"Appraisal" is defined in Section 3.1 of the Master Agreement.

"Appraiser" means an MAI appraiser reasonably satisfactory, to the Agent.

"Architect" means with respect to any Leased Property the architect engaged in connection with the construction of the related Building, if any, who may be an employee of the General Contractor for such Leased Property.

"Architect's Agreement" means, with respect to any Leased Property, the architectural services agreement, if any, between the related Lessee and the related Architect.

"Assignment of Lease and Rents" means, with respect to any Leased Property, the Assignment of Lease and Rents, dated as of

the related Closing Date, from the Lessor to the Agent, substantially in the form of Exhibit B to the Master Agreement.

"Authority" means a development or similar authority of any state, county or municipality that is an issuer of Bonds.

"Award" means any award or payment received by or payable to the Lessor or a Lessee on account of any Condemnation or Event of Taking (less the actual costs, fees and expenses, including reasonable attorneys' fees, incurred in the collection thereof, for which the Person incurring the same shall be reimbursed from such award or payment).

"B Loan" means the B Percentage of Fundings made pursuant to the Loan Agreement and the Master Agreement.

"B Note" is defined in Section 2.2 of the Loan Agreement.

"B Percentage" means 16.5%.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended.

"Base Rate" means (with any change in the Base Rate to be effective as of the date of change of either of the following rates) the higher of (i) the rate which the Agent publicly announces from time to time as its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%) per annum. The Agent's prime lending rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to customers; the Agent may make commercial loans or other loans at rates of interest at, above or below the Agent's prime lending rate. The Base Rate is determined daily.

"Base Term" means, with respect to any Leased Property, (a) the period commencing on the Initial Closing Date and ending on the tenth anniversary of the Initial Closing Date or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

"Base Rate Advance" means that portion of the Funded Amount bearing interest at the Base Rate.

"Basic Rent" means, for any Lease Term, the rent payable pursuant to Section 3.1 of the Lease, determined in accordance with the following: each installment of Basic Rent payable on any Payment Date shall be in an amount equal to the sum of (A) the aggregate amount of Lender Basic Rent payable on such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent

payable on such Payment Date, in each case for the Leased Property or Properties that are then subject to the Lease.

"Board of Directors", with respect to a corporation, means either the Board of Directors or any duly authorized committee of that Board which pursuant to the by-laws of such corporation has the same authority as that Board as to the matter at issue.

"Bonds" means industrial revenue or development bonds issued by a state, county or municipal authority in connection with any Leased Property.

"Building" means, with respect to any Leased Property, the buildings, structures and improvements located or to be located on the related Land, along with all fixtures used or useful in connection with the operation of such Leased Property, including, without limitation, all furnaces, boilers, compressors, elevators, fittings, pipings, connectives, conduits, ducts, partitions, equipment and apparatus of every kind and description now or hereafter affixed or attached or used or useful in connection with the Building, all equipment financed by the Lessor and/or the Lenders and all Alterations (including all restorations, repairs, replacements and rebuilding of such buildings, improvements and structures) thereto (but in each case excluding trade fixtures financed other than by the Lessor or the Lenders).

"Business Day" means any day other than a Saturday, Sunday or other day on which banks are required or authorized to be closed for business in Atlanta, Georgia and, if the applicable Business Day relates to a LIBOR Advance, on which trading is not carried on by and between banks in the London interbank market.

"Capital Lease" means, as applied to any Person, any lease of any Property (whether real, personal or mixed) by such Person as lessee which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on a balance sheet of such Person.

"Capital Lease Obligation" means, with respect to any Capital Lease, the amount of the aggregate obligations of the lessee thereunder which would, in accordance with GAAP, appear on a balance sheet of such lessee in respect of such Capital Lease.

"Casualty" means an event of damage or casualty relating to all or part of any Leased Property that does not constitute an Event of Loss.

"Claims" means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, proceedings, settlements, utility charges, costs, expenses and

disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

"Closing Date" means, with respect to each parcel of Land, the date on which such Land is acquired by the Lessor pursuant to a Purchase Agreement or such Land is leased to the Lessor pursuant to a Ground Lease and the initial Funding occurs with respect to such Land under the Master Agreement.

"Code" or "Tax Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means as to each Funding Party, its obligation to make Fundings as investments in each Leased Property, or to make Loans to the Lessor, in an aggregate amount not to exceed at any one time outstanding the amount set forth for such Funding Party on Schedule 2.2 to the Master Agreement (as it may be adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Commitment Percentage" means as to any Funding Party, at a particular time, the percentage of the aggregate Commitments in effect at such time represented by such Funding Party's Commitment, as such percentage is shown for such Funding Party on Schedule 2.2 to the Master Agreement (as it may be adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Completion Date" with respect to any Leased Property means the Business Day on which the conditions specified in Section 3.5 of the Master Agreement have been satisfied or waived with respect to such Leased Property.

"Condemnation" means any condemnation, requisition, confiscation, seizure or other taking or sale of the use, occupancy or title to any Leased Property or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or any transfer in lieu of or in anticipation thereof, which in any case does not constitute an Event of Taking. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use is prevented or occupancy or title is taken.

"Consolidated Companies" means, collectively, Genuine Parts, its Subsidiaries, and any Person the financial statements of which are consolidated with Genuine Parts or any Subsidiary.

"Construction" means, with respect to any Leased Property, the construction of the related Building pursuant to the related Plans and Specifications.

"Construction Agency Agreement" means the Construction Agency Agreement, dated as of October 23, 1998, between Genuine Parts and the Lessor.

"Construction Agency Event of Default" is defined in Section 5.1 of the Construction Agency Agreement.

"Construction Agent" means Genuine Parts in its capacity as construction agent pursuant to the Construction Agency Agreement.

"Construction Budget" is defined in Section 2.4 of the Construction Agency Agreement.

"Construction Conditions" means the conditions set forth in Section 3.5 of the Master Agreement.

"Construction Contract" means, with respect to any Leased Property, that certain construction contract, if any, between the related Lessee or the Construction Agent and a General Contractor for the Construction of the related Building, provided that with such contract shall be assigned to the Lessor, and such assignment shall be consented to by such General Contractor, pursuant to an assignment of such construction contract substantially in the form of the Security Agreement and Assignment set forth as Exhibit D to the Master Agreement.

"Construction Failure Payment" with respect to any Leased Property means an amount equal to the sum of (i) 100% of the acquisition cost of the related Land, plus (ii) 90% of the Construction costs (including development and transaction costs) related to such Leased Property that have been incurred through the date of payment, plus (iii) any amounts owed with respect to such Leased Property pursuant to Section 3.3 of the Construction Agency Agreement or Section 7.2 or 7.5 of the Master Agreement, plus (iv) the cost of tenant improvements that were not part of the Construction Budget for such Leased Property.

"Construction Force Majeure Event" means, with respect to any Leased Property:

- (a) an act of God arising after the related Closing Date, or
- (b) any change in any state or local law, regulation or other legal requirement arising after such Closing Date and relating to the use of the Land or the construction of a building on the Land, or
- (c) strikes, lockouts, labor troubles, unavailability of materials, riots, insurrections or other causes beyond the Lessee's control

which prevents the Construction Agent from completing the Construction prior to the Scheduled Construction Termination Date and which could not have been avoided or which cannot be remedied by the Construction Agent through the exercise of all commercially reasonable efforts or the expenditure of funds and, in the case of (b) above, the existence or potentiality of which was not known to and could not have been discovered prior to such Closing Date through the exercise of reasonable due diligence by the Construction Agent.

"Construction Land Interest" means each parcel of Land for which the Completion Date has not yet occurred.

"Construction Term" means; with respect to any Leased Property, the period commencing on the related Closing Date and ending on the related Construction Term Expiration Date, or such shorter period as may result from earlier termination of the Lease as provided therein.

"Construction Term Expiration Date" means, with respect to any Leased Property, the earliest of the following:

- (a) the related Completion Date,
- (b) the date on which the aggregate Funded Amounts equal the Commitments, and
- (c) the related Scheduled Construction Termination Date.

"Contractual Obligation", as applied to any Person, means any provision of any Securities issued by that Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject (including, without limitation, any restrictive covenant affecting any of the properties of such Person).

"Deed" means, with respect to any Land, a General Warranty Deed (or, if the related Title Policy is acceptable to the related Lessee and the Agent, a Special or Limited Warranty Deed), dated the applicable Closing Date, from the applicable Seller to the Lessor, conveying such Land.

"Eligible Assignee" means (i) a commercial bank organized under the laws of the United States, or any state thereof, or any foreign bank with a branch or agency in the United States having total assets in excess of \$1,000,000,000 or any commercial finance or asset based lending Affiliate of any commercial bank and (ii) any Lender or any Affiliate of any Lender.

"Environmental Audit" means, with respect to each parcel of Land, a Phase I Environmental Assessment, dated no more than 60 days prior to the related Closing Date.

"Environmental Laws" means and include the Resource Conservation and Recovery Act of 1976, (RCRA) 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657, (CERCLA), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671, the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., and all similar federal, state and local environmental laws, ordinances, rules, orders, statutes, decrees, judgments, injunctions, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the environment, human health or natural resources or the regulation or control of or imposing liability or standards of conduct concerning human health, the environment, Hazardous Materials or the clean-up or other remediation of any Leased Property, or any part thereof, as any of the foregoing may have been from time to time amended, supplemented or supplanted.

"Environmental Permits" means all permits, licenses, authorizations, certificates and approvals of Governmental Authorities required by Environmental Laws.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time or any successor federal statute.

"ERISA Affiliate" means, with respect to any Person, each trade or business (whether or not incorporated) which is a member of a group of which that Person is a member and which is under common control within the meaning of the regulations promulgated under Section 414 of the Tax Code.

"Event of Default" means any event or condition designated as an "Event of Default" in Article XII of the Lease.

"Event of Loss" is defined in Section 10.1 of the Lease.

"Event of Taking" is defined in Section 10.2 of the Lease.

"Executive Officer" means with respect to any Person, the Chief Executive Officer, President, Vice Presidents (if elected by the Board of Directors of such Person), Chief Financial

Officer, Treasurer, Secretary and any Person holding comparable offices or duties (if elected by the Board of Directors of such Person).

"Fair Market Rental Value" means, with respect to any Leased Property, the fair market rent as determined by an independent appraiser chosen by the Lessor or, so long as any Loans are outstanding, the Agent, and, unless an Event of Default has occurred, reasonably acceptable to the Lessee with the consent of the related Lessee, not to be unreasonably withheld or delayed (unless an Event of Default has occurred and is continuing, in which case, no consent shall be required) that would be obtained in an arm's-length lease between an informed and willing lessee and an informed and willing lessor, in either case under no compulsion to lease, and neither of which is related to or affiliated with the Lessor or the Lessee for the lease of such Leased Property on the terms (other than the amount of Basic Rent) set forth, or referred to, in the Lease. Such fair market rent shall be calculated as the value for the use of such Leased Property to be leased in place at the Land, assuming, in the determination of such fair market rental value, that such Leased Property is in the condition and repair required to be maintained by the terms of the Lease (unless such fair market rental value is being determined for the purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease, in which case this assumption shall not be made).

"Fair Market Sales Value" means, with respect to any Leased Property or any portion thereof, the fair market sales value as determined by an independent appraiser chosen by the Lessor or, so long as any Loans are outstanding, the Agent, and, unless an Event of Default has occurred, reasonably acceptable to the Lessee, with the consent of the related Lessee, not to be unreasonably withheld or delayed (unless an Event of Default has occurred and is continuing, in which case, no consent shall be required) that would be obtained in an arm's-length transaction between an informed and willing buyer (other than a lessee currently in possession) and an informed and willing seller, under no compulsion, respectively, to buy or sell and neither of which is related to the Lessor or the related Lessee, for the purchase of such Leased Property. Such fair market sales value shall be calculated as the value for such Leased Property, assuming, in the determination of such fair market sales value, that such Leased Property is in the condition and repair required to be maintained by the terms of the Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease or the Master Agreement, in which case this assumption shall not be made).

"Federal Funds Rate" means for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of Atlanta, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent.

"Final Rent Payment Date" with respect to any Leased Property is defined in Section 13.1(e) of the Lease.

"Financial Officer" means with respect to Genuine Parts, any of the Chief Financial Officer, Vice President of Finance, and Treasurer.

"Financial Report" means at a specified date, the most recent financial statements of the Consolidated Companies delivered pursuant to Section 5.1(e) of the Master Agreement.

"Fiscal Year" means the twelve (12) month accounting period ending on December 31st of each year and presently used by Genuine Parts as its fiscal year for accounting purposes.

"Funded Amount" means, as to the Lessor, the Lessor's Invested Amounts, and, as to each Lender, the outstanding principal amount of such Lender's Loans.

"Funding" means any funding by the Funding Parties pursuant to Section 2.2 of the Master Agreement.

"Funding Date" means each Closing Date and each other date during the Construction Term on which a Funding occurs under Section 2 of the Master Agreement.

"Funding Parties" means the Lessor, the Agent and the Lenders, collectively.

"Funding Party Balance" means, with respect to any Leased Property, (i) for the Lessor as of any date of determination, an amount equal to the sum of the outstanding related Lessor's Invested Amount, all accrued and unpaid Yield on such outstanding related Lessor's Invested Amount, all unpaid related fees owing to the Lessor under the Operative Documents, and all other related amounts owing to the Lessor by the Lessee under the Operative Documents, and (ii) for any Lender as of any date of determination, an amount equal to the sum of the outstanding related Loans of such Lender, all accrued and unpaid interest

thereon, all unpaid related fees owing to such Lender under the Operative Documents, and all other related amounts owing to such Lender by the Lessee under the Operative Documents.

"Funding Request" is defined in Section 2.2 of the Master Agreement.

"Funding Termination Date" means October 23, 2002.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"General Partner" means Atlantic Financial Managers, Inc., a Texas corporation.

"Genuine Parts" means Genuine Parts Company, a Georgia corporation.

"Governmental Action" means all permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by, any Governmental Authority, or required by any Applicable Law and shall include, without limitation, all citations, environmental and operating permits and licenses that are required for the use, occupancy, zoning and operation of any Leased Property.

"Governmental Authority" means any foreign or domestic federal, state, county, municipal or other governmental or regulatory authority, agency, board, body, commission, instrumentality, court or any political subdivision thereof.

"Ground Lease" means, with respect to any Land, the ground lease between the related Ground Lessor and the Lessor pursuant to which a leasehold estate is conveyed in the Land to the Lessor.

"Ground Lessor" means, as to any Land, the ground lessor of such Land.

"Guarantor" means Genuine Parts, in its capacity as guarantor under the Guaranty Agreement.

"Guaranty" means any contractual obligation, contingent or otherwise (other than letters of credit), of a Person with respect to any Indebtedness or other obligation or liability of another Person, including without limitation, any such Indebtedness, obligation or liability directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable, including contractual obligations (contingent or otherwise) arising through any agreement to purchase, repurchase, or otherwise acquire such Indebtedness, obligation or liability or any security therefor, or any agreement to provide funds for the payment or discharge thereof (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, or other financial condition, or to make any payment other than for value received. The amount of any Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which guaranty is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Guaranty Agreement" means the Guaranty Agreement, dated as of October 23, 1998 by the Guarantor in favor of the Funding Parties.

"Hazardous Material" means any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, by products and other hydrocarbons, or which is or becomes regulated under any Environmental Law by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States, any jurisdiction in which a Leased Property is located or any political subdivision thereof and also including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and radon gas.

"IDB Documentation" means the Bonds, each IDB Lease and all other agreements, documents, contracts and instruments entered into in connection with any Bonds or IDB Property.

"IDB Property" means each Leased Property that is the subject of Bonds.

"IDB Lease" means a lease between the Lessor and an Authority with respect to a Leased Property.

"Indebtedness" of any Person means, without duplication (i) all obligations of such Person which in accordance with GAAP would be shown on the balance sheet of such Person as a liability (including, without limitation, obligations for borrowed money and for the deferred purchase price of property or services, and obligations evidenced by bonds, debentures, notes or other similar instruments); (ii) all Capital Lease Obligations; (iii) all Guaranties of such Person; (iv) Indebtedness of others secured by any Lien upon property owned by such Person, whether or not assumed; and (v) obligations or other liabilities under currency contracts, Interest Rate Contracts, or similar agreements or combinations thereof. Notwithstanding the foregoing, in determining the Indebtedness of any Person, (x) there shall be included all obligations of such Person of the character referred to in clauses (i) through (v) above deemed to be extinguished under GAAP but for which such Person remains and (y) any deferred obligations of such Person to make payments on any agreement not to compete which was entered into by such Person in connection with the acquisition of any business shall be reduced by the effective federal and state corporate tax rate applicable to such Person in order to recognize the deductibility of such payments and the resulting reduction of the cash actually expended by the Person to satisfy such obligation.

"Indemnitee" means the Agent (in its individual capacity and in its capacity as Agent), each Lender, and the Lessor, and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents; provided, however, that in no event shall any Lessee or the Guarantor be an Indemnitee.

"Indemnitee Group" means the respective Affiliates, employees, officers, directors and agents of the Agent (in its individual capacity), each Lender or the Lessor, as applicable; provided, however, that in no event shall any Lessee or the Guarantor be a member of the Indemnitee Group.

"Initial Closing Date" means the Closing Date for the first Leased Property acquired by the Lessor.

"Interest Rate Contract" means all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate insurance and other agreements and arrangements designed to provide protection against fluctuations in interest rates, in each case as the same may be from time to time amended, restated, renewed, supplemented or otherwise modified.

"Joinder Agreement" means an agreement substantially in the form of Exhibit E to the Master Agreement pursuant to which a Subsidiary of Genuine Parts shall become a Lessee.

"Land" means the land described in Appendix B to the related Lease Supplement.

"Laws" means all ordinances, statutes, rules, regulations, orders, injunctions, writs, treaties or decrees of any Governmental Authority, or of any court or similar entity established by any thereof.

"Lease" means the Master Lease Agreement, dated as of October 23, 1998, together with each Lease Supplement thereto, among the Lessees and the Lessor, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Funding Parties in the jurisdiction where the Leased Property is located.

"Lease Balance" means, with respect to all of the Leased Properties, as of any date of determination, an amount equal to the aggregate sum of the outstanding Funded Amounts of all Funding Parties, all accrued and unpaid interest on the Loans, all accrued and unpaid Yield on the Lessor's Invested Amounts, all unpaid fees owing to the Funding Parties under the Operative Documents, including all other amounts owing to the Funding Parties by any Lessee under the Operative Documents.

"Lease Supplement" is defined in Section 2.1 of the Lease.

"Lease Term" means (a) the Base Term, as it may be renewed pursuant to Section 14.9 of the Lease or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

"Lease Termination Date" means the last day of the Lease Term.

"Leased Property" means Land and the related Building(s). For purposes of the Lease, "Leased Property" means the Land identified in a Lease Supplement and the Buildings related thereto, unless the context provides otherwise.

"Leased Property Balance" means, with respect to any Leased Property, as of any date of determination, an amount equal to the aggregate sum of the outstanding related Funded Amounts of all Funding Parties, all accrued and unpaid interest on the related Loans, all accrued and unpaid Yield on the related Lessor Invested Amounts, all related unpaid fees owing to the Funding Parties under the Operative Documents, including all other amounts owing to the Funding Parties by the related Lessee under the Operative Documents.

"Lender Basic Rent" means, for any Rent Period under the Lease, the aggregate amount of interest accrued on the Loans related to the Leased Property subject to the Lease pursuant to Section 2.4 of the Loan Agreement during such Rent Period, plus the principal amount of such Loans then due pursuant to Section 2.3 of the Loan Agreement, if any.

"Lenders" means such financial institutions as are, or who may hereafter become, parties to the Loan Agreement as lenders to the Lessor.

"Lending Office" for each Lender means the office such Lender designates in writing from time to time to Genuine Parts and the Agent.

"Lessee" is defined in the preamble to the Master Agreement. The "related" Lessee with respect to any Leased Property means the Lessee that is a party to the Lease Supplement for such Leased Property or that is leasing such Leased Property, as the case may be.

"Lessor" is defined in the preamble to the Master Agreement.

"Lessor Basic Rent" means, for any Rent Period under the Lease, the aggregate amount of Yield accrued and unpaid on the Lessor's Invested Amounts under the Lease under Section 2.3(a) of the Master Agreement during such Rent Period.

"Lessor Liens" means Liens on or against any Leased Property, the Lease, any other Operative Document or any payment of Rent (a) which result from any act or omission of, or any Claim against, the Lessor unrelated to the transactions contemplated by the Operative Documents or from Lessor's failure to perform as required under the Operative Documents or (b) which result from any Tax owed by the Lessor, except any Tax for which Lessee is obligated to indemnify (including, without limitation, in the foregoing exception, any assessments with respect to any Leased Property noted on the related Title Policy or assessed in connection with any construction or development by Lessee or the Construction Agent).

"Lessor Rate" is defined in the Lessor Side Letter.

"Lessor Side Letter" means the letter agreement, dated as of October 23, 1998, between Genuine Parts and the Lessor.

"Lessor's Invested Amount" means the amounts funded by the Lessor pursuant to Section 2 of the Master Agreement that are not proceeds of Loans by a Lender, as such amount may be increased during the related Construction Term pursuant to Section 2.3(c) of the Master Agreement.

"LIBOR" means, for any Rent Period, with respect to LIBOR Advances the offered rate for deposits in U.S. Dollars, for a period comparable to the Rent Period and in an amount comparable to such Advances, appearing on the Telerate Screen Page 3750 as of 11:00 A.M. (London, England time) on the day that is two London Business Days prior to the first day of the Rent Period. If two or more of such rates appear on the Telerate Screen Page 3750, the rate for that Rent Period shall be the arithmetic mean of such rates. If the foregoing rate is unavailable from the Telerate Screen for any reason, then such rate shall be determined by the Agent from the Reuters Screen LIBO Page or, if such rate is also unavailable on such service, then on any other interest rate reporting service of recognized standing designated in writing by the Agent to Lessee and the other Lenders; in any such case rounded, if necessary, to the next higher 1/100 of 1.0%, if the rate is not such a multiple.

"LIBOR Advance" means that portion of the Funded Amount bearing interest at a rate based on the Adjusted LIBO Rate.

"Lien" means any security interest, lien, claim, charge, encumbrance, title retention agreement, lessor's interest under a Capital Lease or analogous instrument, in, of or on any Property.

"Loan" shall have the meaning specified in Section 2.1 of the Loan Agreement.

"Loan Agreement" means the Loan Agreement, dated as of October 23, 1998, among the Lessor, the Agent and the Lenders.

"Loan Documents" means the Loan Agreement, the Notes, the Assignments of Lease and Rents, the Mortgages and all documents and instruments executed and delivered in connection with each of the foregoing.

"Loan Event of Default" means any of the events specified in Section 5.1 of the Loan Agreement, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, event or act has been satisfied.

"Loan Potential Event of Default" means any event, condition or failure which, with notice or lapse of time or both, would become a Loan Event of Default.

"Loss Proceeds" is defined in Section 10.6 of the Lease.

"Margin Regulations" means Regulations G, T, U and X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Master Agreement" means the Master Agreement, dated as of October 23, 1998, among the Lessees, the Lessor, the Agent and the Lenders.

"Materially Adverse Effect" means any material adverse change in (i) the business, operations, financial condition or assets of the Consolidated Companies, taken as a whole, (ii) the ability of any Lessee or the Guarantor to perform its obligations under any Operative Agreement, (iii) the value, utility or useful life of any Leased Property, or (iv) the validity, enforceability or legality of any of the Operative Documents, or the priority, perfection or status of any Funding Party's interest in any Leased Property.

"Moody's" means Moody's Investor Service, Inc.

"Mortgage" means, with respect to any Leased Property, that certain mortgage, deed of trust or security deed, dated as of the related Closing Date, by the Lessor to the Agent, in the form of Exhibit D attached to the Master Agreement, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Agent in the jurisdiction where the Leased Property is located.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Notes" means each A Note and each B Note issued by the Lessor under the Loan Agreement, and any and all notes issued in replacement or exchange therefor in accordance with the provisions thereof.

"Obligations" means all amounts owed by, and obligations of, the Lessor to the Lenders or the Agent under the Loan Agreement, Notes and other Operative Documents.

"Officer's Certificate" of a Person means a certificate signed by the Chairman of the Board or the President or any Executive Vice President or any Senior Vice President or any other Vice President of such Person signing with the Treasurer or any Assistant Treasurer or the Controller or any Assistant Controller or the Secretary or any Assistant Secretary of the such Person, or by any Vice President who is also Controller or Treasurer signing alone.

"Operative Documents" means the Master Agreement, the Guaranty Agreement, the Purchase Agreements, the Deeds, the Lease, the Security Agreement and Assignment, the Notes, the Loan Agreement, the Assignments of Lease and Rents, the Mortgages, the Ground Leases, the Joinder Agreements, the IDB Documentation, the

Construction Agency Agreement and the other documents delivered in connection with the transactions contemplated by the Master Agreement.

"Overdue Rate" means the lesser of (a) the highest interest rate permitted by Applicable Law and (b) an interest rate per annum (calculated on the basis of a 365-day (or 366-day, if appropriate) year equal to 2.0% above the Base Rate in effect from time to time or, in the case of Yield, 2% above the Lessor Rate.

"Partial Purchase Option" is defined in Section 14.1(b) of the Lease.

"Partnership Agreement" means the Agreement of Limited Partnership of AFG, dated as of February 28, 1996, among the General Partner and the persons listed on Schedule A thereto as limited partners.

"Payment Date" means the last day of each Rent Period (and if such Rent Period is longer than three months, the day that is 90 days after the first day of such Rent Period) or, if such day is not a Business Day, the next Business Day.

"Payment Date Notice" is defined in Section 2.3(e) of the Master Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation, and any successor thereto.

"Permitted Investments" means: (a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or of any agency thereof, in either case maturing not more than 90 days from the date of acquisition thereof; (b) certificates of deposit issued by any Lender or by any bank or trust company organized under the laws of the United States of America or any state thereof and having capital, surplus and undivided profits of at least \$500,000,000, maturing not more than 90 days from the date of acquisition thereof; (c) commercial paper rated A-1 or better or P-1 by Standard & Poor's Corporation or Moody's Investors Services, Inc., respectively, maturing not more than six months from the date of acquisition thereof; (d) commercial paper of any Lender (or any Affiliate thereof located in the United States of America) that is rated A-1 or better or P-1 by Standard and Poor's Corporation or Moody's Investors Services, Inc., respectively, maturing not more than six months from the date of acquisition thereof; (e) repurchase agreements entered into with any Lender or with any bank or trust company satisfying the conditions of clause (b) hereof that is secured by any obligation of the type described in

clauses (a) through (d) of this definition; and (f) money market funds acceptable to the Required Lenders.

"Permitted Liens" means the following with respect to any Leased Property: (a) the respective rights and interests of the related Lessee, the Lessor, the Agent and any Lender, as provided in the Operative Documents, (b) Liens for Taxes either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (c) materialmen's, mechanics', workers', repairmen's, employees' or other like Liens arising after the related Closing Date in the ordinary course of business for amounts either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (d) Liens arising after such Closing Date out of judgments or awards with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith, so long as the enforcement thereof has been stayed pending such appeal or review, (e) easements, rights of way, reservations, servitudes and rights of others against the Land which do not materially and adversely affect the value or the utility of such Leased Property, (f) other Liens incidental to the conduct of the related Lessee's business which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate materially detract from the value of such Leased Property or materially impair the use thereof, and (g) assignments, leases and subleases expressly permitted by the Operative Documents.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, nonincorporated organization or government or any agency or political subdivision thereof.

"Plan" means any "employee benefit plan" (as defined in Section 3(3) of ERISA), including, but not limited to, any defined benefit pension plan, profit sharing plan, money purchase pension plan, savings or thrift plan, stock bonus plan, employee stock ownership plan, Multiemployer Plan, or any plan, fund, program, arrangement or practice providing for medical (including post-retirement medical), hospitalization, accident, sickness, disability, or life insurance benefits.

"Plans and Specifications" means with respect to any Building the final plans and specifications for such Building prepared by the Architect, and, if applicable, referred to by the Appraiser in the Appraisal, as such Plans and Specifications may be hereafter amended, supplemented or otherwise modified from time to time.

"Potential Event of Default" means any event, condition or failure which, with notice or lapse of time or both, would become an Event of Default.

"Property" or "Properties" means any interest in any kind of property or asset, whether real or personal, or mixed, or tangible or intangible.

"Purchase Agreement" means with respect to any Land, the purchase agreement with the Seller for the conveyance of such Land to the Lessor.

"Purchase Money Indebtedness" means Indebtedness incurred or assumed for the purpose of financing all or any part of the acquisition cost of any Property (excluding trade payables incurred in the ordinary course of business) and any refinancing thereof, in each case entered into in compliance with the Master Agreement.

"Purchase Option" is defined in Section 14.1(a) of the Lease.

"Quarterly Payment Date" means the last Business Day of each March, June, September and December of each year.

"Rating Agency" means either Moody's Investors Service, Inc. or Standard & Poor's.

"Recourse Deficiency Amount" means, as of any date of determination thereof, the sum of (i) the aggregate principal amount of the A Loans then outstanding, plus (ii) all accrued and unpaid interest on the A Loans.

"Regulations" means the income tax regulations promulgated from time to time under and pursuant to the Code.

"Release" means the release, deposit, disposal or leak of any Hazardous Material into or upon or under any land or water or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement and the like.

"Release Date" means, with respect to any Leased Property, the earlier of (i) the date that the related Leased Property Balance has been paid in full, and (ii) the date on which the Agent gives notice to the Lessor that the Lenders release any and all interest they may have in such Leased Property, and all proceeds thereof, and any rights to direct, consent or deny consent to any action by the Lessor with respect to such Leased Property.

"Remarketing Option" is defined in Section 14.6 of the Lease.

"Rent" means Basic Rent and Supplemental Rent, collectively.

"Rent Period" means (x) in the case of Base Rate Advances, means the period from, and including, a Quarterly Payment Date to, but excluding, the next succeeding Quarterly Payment Date and (y) in the case of LIBOR Advances, either a 1, 2, 3 or 6 month period; provided that:

(a) The initial Rent Period for any Funding shall commence on the Funding Date of such Funding and each Rent Period occurring thereafter in respect of such Funding shall commence on the day on which the next preceding Rent Period expires;

(b) If any Rent Period would otherwise expire on a day which is not a Business Day, such Rent Period shall expire on the next succeeding Business Day, provided that if any Rent Period in respect of LIBOR Advances would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Rent Period shall expire on the next preceding Business Day;

(c) Any Rent Period in respect of LIBOR Advances which begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Rent Period shall, subject to paragraph (d) below, expire on the last Business Day of such calendar month; and

(d) No Rent Period shall extend beyond the Lease Termination Date.

"Report" is defined in Section 7.6 of the Master Agreement.

"Required Lenders" means, at any time, Lenders holding an aggregate outstanding principal amount of Loans equal to at least 66-2/3% of the aggregate outstanding principal amount of all Loans.

"Required Funding Parties" means, at any time, Funding Parties holding an aggregate outstanding principal amount of Funded Amounts equal to at least 66-2/3% of the aggregate outstanding principal amount of all Funded Amounts.

"Requirements of Law" means, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, permit, approval, authorization, license or variance, order or determination of an

arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, without limitation, the Securities Act, the Securities Exchange Act, Regulations G, T, U and X of the Board of Governors of the Federal Reserve System, and any building, environmental or land use requirement or permit or occupational safety or health law, rule or regulation.

"Responsible Officer" means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Senior Vice President or Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer.

"Reuters Screen" means, when used in connection with any designated page and LIBOR, the display page so designated on the Reuters Monitor Money Rates Service (or such other page as may replace that page on that service for the purpose of displaying rates comparable to LIBOR).

"Scheduled Construction Termination Date" means with respect to any Building the earlier of (i) four years after the Closing Date for the related Land and (ii) eighteen months after the commencement of the Construction of the Building.

"SEC" means the United States Securities and Exchange Commission.

"Securities" means any stock, shares, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities", or any certificates of interest, shares, or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Agreement and Assignment" means, with respect to any Leased Property, the Security Agreement and Assignment (Construction Contract, Architect's Agreement, Permits, Licenses and Governmental Approvals, and Plans, Specifications and Drawings) from the Construction Agent to the Lessor, substantially in the form of Exhibit C to the Master Agreement.

"Seller" means as to any Leased Property, the seller thereof to the Lessor on the related Closing Date.

"Subsidiary" means, with respect to any Person, any corporation or other entity (including, without limitation, limited liability companies, partnerships, joint ventures, limited liability companies, and associations) regardless of its jurisdiction of organization or formation, at least a majority of the total combined voting power of all classes of Voting Stock or other ownership interests of which shall, at the time as of which any determination is being made, be owned by such Person, either directly or indirectly through one or more other Subsidiaries.

"SunTrust Bank" is defined in the preamble to the Master Agreement.

"Supplemental Rent" means any and all amounts, liabilities and obligations other than Basic Rent which the Lessee assumes or agrees or is otherwise obligated to pay under the Lease or any other Operative Document (whether or not designated as Supplemental Rent) to the Lessor, the Agent, any Lender or any other party, including, without limitation, amounts under Article XVI of the Lease, and indemnities and damages for breach of any covenants, representations, warranties or agreements, and all overdue or late payment charges in respect of any Funded Amount.

"Surrender Option" is defined in Section 14.6 of the Lease.

"Tax" or "Taxes" is defined in Section 7.4 of the Master Agreement.

"Tax Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Tax Indemnitee" means the Lessor, the Agent, any Lender and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents thereof, provided, however, that in no event shall any Lessee or the Guarantor be a Tax Indemnitee.

"Telerate" means, when used in connection with any designated page and LIBOR, the display page so designated on the Dow Jones Telerate Service (or such other page as may replace that page on that service for the purpose of displaying rates comparable to LIBOR).

"Title Insurance Company" means the company that has or will issue the title policies with respect to a Leased Property.

"Title Policy" is defined in Section 3.1 of the Master Agreement.

"Transaction" means all the transactions and activities referred to in or contemplated by the Operative Documents.

"UCC" means the Uniform Commercial Code of Georgia, as in effect from time to time.

"Yield" is defined in Section 2.3 of the Master Agreement.

CONSENT AND AGREEMENT  
OF LESSEE

THIS CONSENT AND AGREEMENT dated as of March 22, 1999 by GENUINE PARTS COMPANY, a Georgia corporation (the "Lessee"), for the benefit of SUNTRUST BANK, ATLANTA, as Agent ("Assignee"), to the assignments made under the Assignment of Lease and Rents, dated as of the date hereof (the "Assignment Agreement") between ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership, as assignor ("Lessor") and Assignee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment Agreement.

1. Lessee hereby consents to the terms and provisions of the Assignment Agreement and agrees it will deliver or remit, as and when payable pursuant to the Operative Documents directly to Assignee, the Recourse Deficiency Amount, all Basic Rent, all Supplemental Rent, and all payments pursuant to Articles III, X, XIV and XV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid or payable to Lessor pursuant to the Lease (but excluding any indemnity payments or reimbursements to Lessor from Lessee pursuant to the Lease or otherwise), in each case, to the extent provided in the Lease, without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason so that said funds shall at all times be available for payment of interest and principal due on the Notes, except in each case as expressly provided in the Lease.

2. Notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting Lessor under the Lease, (ii) any action with respect to the Lease which may be taken by any trustee or receiver of Lessor, or by any court in such proceeding, and (iii) the exercise by the Lender of any rights and remedies under the Assignment Agreement, Lessee agrees that it will remain obligated under the Lease in accordance with its terms and that it will not take any action to terminate (other than pursuant to its rights under the Lease and the Master Agreement to do so), rescind or avoid the Lease.

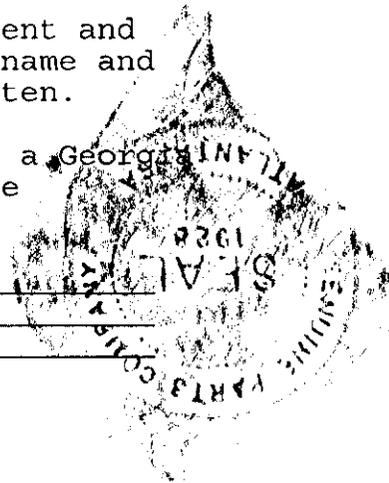
3. To the extent that Lessee may acquire any indebtedness of Lessor or any other party to the Master Agreement, or any claim against Lessor or any other party to the Master Agreement, by way of subrogation or otherwise, all such indebtedness and claims are hereby subordinated and made fully subject in right of payment thereof to the prior payment in full of the Notes.

4. In addition to (and not in limitation of) all of Lessee's reimbursement and indemnity obligations set forth in the Operative Documents, Lessee agrees to pay promptly all reasonable and documented costs and expenses incurred by Lessor, pursuant to the Assignment Agreement, for the release of the Assignment Agreement.

IN WITNESS WHEREOF, Lessee has caused this Consent and Agreement to be duly executed and delivered, in its name and behalf, all as of the date and year first above written.

GENUINE PARTS COMPANY, a Georgia corporation, as Lessee

By: Scott C. Smith  
Name: SCOTT C. SMITH  
Title: VICE PRESIDENT



ACKNOWLEDGMENT BY NOTARY:

STATE OF GEORGIA )  
 )  
COUNTY OF COBB )

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, on this 22nd day of March, 1999, within my jurisdiction, the within named

SCOTT C. SMITH, who acknowledged that he is ~~xxx~~ a Vice President of GENUINE PARTS COMPANY, a Georgia corporation, and for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Joan K. Fetting*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, Cobb County, Georgia  
My Commission Expires Jan. 6, 2001

