BOOK 9197 PAGE 197

21E

THIS DOCUMENT PREPARED BY:
BREWER, KRAUSE & BROOKS
611 Commerce Street, Suite 2600
Nashville, Tennessee 37203

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated December 21st, 1993, is entered into by and between B. Gail Reese, Trustee for Commercial Investments, Inc. ("Assignor") and Nashboro Center, L. P., a Tennessee limited partnership ("Assignee").

WHEREAS, Commercial Investments, Inc. entered into certain leases ("Leases") described in **Exhibit A** to this agreement for commercial property located at 2301-2345 Murfreesboro Road, Nashville, Tennessee.

WHEREAS, Assignor has since succeeded to the rights of Commercial Investments, Inc. as trustee in bankruptcy (Case No. 393-00175-GP 3-11, U. S. Bankruptcy Court for the Middle District of Tennessee).

WHEREAS, Assignee has acquired fee title in and to the property comprising the leasehold estates and known as 2301-2345 Murfreesboro Road, Nashville, Davidson County, Tennessee, 37217.

WHEREAS, Assignor was authorized to assume the Leases and to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Leases as hereinafter provided pursuant to order of the Bankruptcy Court Confirming Trustee's Fourth Amended Plan of Reorganization entered September 24, 1993;

WHEREAS, Assignee desires to assume the rights and obligations of Assignor with respect to the Leases and agrees to be bound by the provisions of the Leases.

NOW, THEREFORE, parties do hereby covenant and agree as follows and take the following actions:

1. Assignor, for good and valuable consideration, the receipt thereof which is hereby acknowledged, does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title, and interest in and to the Leases.

2. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations of Assignor under the Leases.

3. Assignee shall indemnify and hold harmless Assignor from and against any and all "Claims" asserted against or incurred by Assignor as a result of any acts or omissions after the date of this Assignment and Assumption Agreement in connection with the use of the Premises. "Claims" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not).

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of Tennessee, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

5. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by the parties as of the date first above written.

ASSIGNOR:

B. GAIL REESE, TRUSTEE FOR COMMERCIAL INVESTMENTS, INC.

B. Gail Reese, Trustee

ASSIGNEE:

NASHBORO CENTER, L.P., A TENNESSEE LIMITED PARTNERSHIP

By: Gary McDaniel G.P.

GARY MCDANIEL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, **B. GAIL REESE, TRUSTEE**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), the within named bargainor, and who, after being duly sworn, made oath that she executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this 21st day of December, 1993.

Thelma E. Grant
NOTARY PUBLIC

My Commission Expires:
3-25-95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, **GARY MCDANIEL,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner in **NASHBORO CENTER, L.P.**, the within named bargainor, a partnership, and that he as such Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the Partnership by himself as Partner.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this 16th day of December, 1993.

Regina Chastain
NOTARY PUBLIC

My Commission Expires:
9-16-95

NASHBORODSK/ASS-ASS.AGR

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EXHIBIT A

	Tenant	Original Lessor	Date
1.	Blockbuster of Tennessee, Ltd.	Commercial Investment, Inc.	July 19, 1988, as amended June 23, 1989
2.	B & M Associates	Commercial Investment, Inc.	March 23, 1989, as amended May 10, 1989
3.	Speedy Print, Inc.	Commercial Investment, Inc.	February 4, 1991
4.	Peggy Stubblefield and Janice Hancock	Commercial Investment, Inc.	January 20, 1988, as amended November 1, 1989 and October 9, 1992
5.	Health Development, Inc.	Nashboro Center, L.P.	December [illegible], 1993
6.	First America North Bank of Nashville	Commercial Investment, Inc.	September 22, 1987
7.	Randy Hanson	Commercial Investment, Inc.	May 7, 1993
8.	Priest Lake Christian Fellowship, Inc.	Commercial Investment, Inc.	December 27, 1990, as amended November 17, 1992
9.	Burger King Corporation	Commercial Investment, Inc.	December 22, 1988, as amended November 16, 1989
10.	The Goodyear Tire & Rubber Company	Commercial Investment, Inc.	May 7, 1987

BOOK 9197 PAGE 200

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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IDENTIFICATION/REFERENCE